

Common Letter of Recommendation Terms of Use

Updated: 7 July 2016

In order to use the Common Letter of Recommendation (the "**Common LoR**"), the Institution must agree to this **Terms of Use Agreement (TOU)**. By using the Common LoR, you represent that you are authorized to bind the Institution to this TOU and that you have read, understand and agree, on behalf of the Institution, to be bound by this TOU. If you do not agree to this TOU, do not use the Common LoR.

Common LoR Terms of Use Agreement

1. **License:** GMAC grants the Institution a nonexclusive license to copy and distribute the Common LoR to recommenders selected by applicants to the Institution's business-related graduate programs. Because the purpose of using a common letter of recommendation is to have a uniform letter form used by all participating institutions, you are encouraged to use the Common LoR without modification. Furthermore, the Common LoR has been designed with behavioral scales, which, if changed, may not yield the desired insight.
2. **Use of Common LoR Results:** The Institution agrees that it will use the Common LoR and recommender content in compliance with all applicable laws. The Institution agrees that it shall adhere to the generally accepted ethical standards in the recruitment of potential applicants using the Common LoR.
3. **Sublicense:** You may share the Common LoR with another institution to use in accordance with this TOU, so long as you provide it to them at no additional cost.
4. **No Warranty:** The Common LoR is provided AS-IS. GMAC disclaims all warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
5. **Limitation of Liability:** The Institution assumes liability for all costs, expenses, and damages arising out of its use of the Common LoR. The Institution acknowledges that GMAC is not receiving any payment for the provision of the Common LoR and, as such, GMAC shall not be liable to the Institution for direct, special, incidental, consequential, punitive damages, lost profits, loss of goodwill of any nature for any reason, whether such liability is asserted on the basis of contract, tort, or otherwise, even if GMAC has been warned of the possibility of such damages. GMAC's liability is limited to amounts paid by the Institution to GMAC for the use of the Common LoR.
6. **Revisions to Terms of Use Agreement:** By using the Common LoR, you acknowledge that GMAC may revise the TOU from time to time without providing any notice to you. You should visit www.gmac.com to review the Common LoR TOU, because continued use of the Common LoR after a revision to the TOU indicates that you and the Institution accept the terms as revised.
7. **Miscellaneous.** This TOU reflects the entire agreement of the parties regarding the Common LoR. This TOU is governed by the laws of the Commonwealth of Virginia (without regard to its conflicts of laws rules) or, if required by law, the jurisdiction of the Institution.