**Intel® Easy Steps**

**MEMORANDUM OF UNDERSTANDING**

This Intel® Easy Steps Memorandum of Understanding (herein referred to as MOU) is by and between the **<Name of external party, Country>located at <address> (“external party’s short name/acronym”) and <country name of Intel>** located at **<Intel country address> (“Intel”).**

Intel and the **<name of external party>** may each be referred to as a “Party” or collectively as the “Parties.”

WHEREAS:

1. The Intel® Easy Steps Basic program is a community education offering for adult learners with little or no experience with computers, in need of basic technology skills.

1. Intel and <name of external party> share a mutual desire to accelerate access to and effective use of technology to increase and improve opportunities for education, commerce, healthcare, and communication.
2. Intel and the <name of external party> desire to collaborate to achieve the goal they share by performing the roles and responsibilities described in this MOU.

NOW, THEREFORE, the Parties have come to the following understandings:

**Specific Intentions of the Parties:**

It is the intention of the Parties that they will work together to implement the Intel Easy Steps Program to be benefit of the (employees) (customers) (clients) of <name of external party>. To accomplish this, it is the intention of the parties that Intel and <name of external party> will fulfill the following roles and responsibilities:

Intel will provide to <name of external party>:

* A no-fee license to use of the Intel® Easy Steps materials
* Services of a Senior Trainer to conduct a Train-the-Trainer

<name of external party> will provide:

* Technology centers or labs where training can take place
* Staff to be course facilitators
* Cost of Train-the-Trainer (other than services of Senior Trainer)
* Cost of subsequent regional/local training(s)
* Cost of localizing materials
* Cost of printing/replicating and distributing materials
* Evaluation resources (as needed)

**General Understandings regarding this MOU:**

1. Purpose of the Intel® Easy Steps MOU: The purpose of this MOU is to state the mutual intention of the Parties in general terms. This MOU serves as a framework to describe the proposed transaction(s) to be discussed and negotiated by the Parties. Upon the execution of this MOU, the Parties will discuss and may negotiate the potential transaction(s) in greater detail, which may include entering into binding agreements, licensing agreements, detailed time schedules for the implementation of the matters set out therein. Separate binding agreements will not become effective until the Parties have approved, executed and delivered the appropriate definitive agreements. Before the execution and delivery of such definitive agreements, each Party, at its sole discretion, has the absolute right to terminate the negotiations and this MOU between the Parties, without cause and for any reason, in accordance with Article 2 below.

2. Non-Binding Nature of this MOU: The terms of this MOU are statements of intent only. This is not a binding agreement between the parties (except for the agreement regarding publicity in Section 3, below), and no legally binding agreement shall exist until both parties have negotiated, prepared and executed separate individual written agreement(s) establishing the binding obligations of the Parties as approved by each Party’s management and legal entities.

This MOU shall be effective as of \_\_\_\_\_\_\_ \_\_\_\_ 201\_ and shall continue until and automatically terminate without notice on, \_\_\_\_\_\_\_ \_\_\_\_ 201\_ unless (a) extended in writing by mutual agreement or (b) upon execution of a definitive agreement by all Parties covering the subject matter herein. Additionally, either Party may terminate this MOU without cause upon thirty (30) days prior written notice to the other Party. The provisions of Article 3 shall survive any termination of this MOU.

3. Publicity: Except as may be otherwise stated in an Addendum, or as may be required by law, the Parties agree that they shall seek and receive the express prior consent of the other Party before they disclose to the public or to any third party the existence of this MOU or the relationship described herein.

4. Expenses: Except as specifically set forth in an Addendum, each Party will be responsible for its own expenses in connection with all matters relating to this MOU. In no event shall either Party be liable to the other for any damages of any kind whatsoever (even if such Party has been advised of the possibility of such losses or damages) based upon or arising out of either Party’s performance of or failure to perform the activities described herein, except for any damages arising from any breach of the non-disclosure provisions herein.

5. Warranties Disclaimed: The Parties disclaim all warranties of any kind (including all express, implied and statutory warranties, and all conditions of merchantability, fitness for particular purpose, and any warranty of non-infringement of any intellectual property of any third party) in connection with this MOU and any related products, technologies, or services. Each party shall be solely responsible for the quality, warranty and functionality of its own products and services.

6. Term and Termination. This MOU will continue in effect until the activities described in any Addendum are concluded , or until it is terminated by one of the Parties. Either Party may terminate this MOU and/or one or more Addenda at any time for any or no reason upon 30 days written notice to the other Party, or immediately if a Party has failed to cure a material breach of this MOU or an Addendum 10 days after receiving written notice of such breach. The obligation arising under Sections 3, 4, 5, 6 and 7 of this MOU will survive termination.

7. No Intellectual Property Rights Granted: Except as permitted in an Addendum attached hereto, this MOU does not grant either Party any license or other rights to any trademarks, logos or other intellectual property of the other party, and use of any such other Party’s intellectual property must be governed by a separate license agreement. .

8. Choice of Law: This MOU and all Addenda will in all respects be governed by and construed in accordance with the laws of the < name of country> without reference to its conflict of laws principles.

9. Independent Contractors: The Parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this MOU or the Addendums that may be attached. Neither Party will make any warranties or representations on behalf of the other.

10. Entire Understanding; Amendment; Assignment: This MOU sets forth the entire and final understanding and agreement of the Parties, and supersedes any and all oral or written agreements or understandings between the Parties, as to the subject matter hereof. No amendments or modifications shall be effective unless in writing and signed by authorized representatives of both Parties. The waiver of a breach of any provision of this MOU will not operate or be interpreted as a waiver of any other or subsequent breach. No right, duty or obligation under this MOU may be assigned, delegated, factored or subcontracted in any manner by either Party without the other Party’s prior written consent, except that Intel may assign its rights or delegate its duties to one or more direct or indirectly-owned subsidiaries of Intel.

11. Notices: All notices shall be directed in writing to the following individuals (or their successors):

For <name of external party>: For Intel:

The signature of the parties below indicates their agreement with the foregoing Agreement.

**<name of external party> <country name of Intel>**

By: By:

Print: Print:

Title: Title: \_\_\_\_\_\_\_\_\_\_

Date: Date:

**Witnesses to the Signing of the Intel® Easy Steps**

**Memorandum of Understanding**

By: By:

Print: Print:

Title: Title:

Date: Date: