



MEMORANDUM OF UNDERSTANDING BETWEEN

ONE LAPTOP PER CHILD ASSOCIATION, INC.

AND

SAN FRANCISCO STATE UNIVERSITY

This Memorandum of Understanding ("MOU") is entered into on December 20,2011 by and between One Laptop per Child Association, Inc. ("OLPC"), a non-profit organization located in Miami, Florida and San Francisco State University ("SFSU"), a university located in San Francisco, California (hereinafter each individually a "Party" and collectively as the "Parties").

WHEREAS, the Parties share a common interest in working together to promote the education around the world. In light of this common mission, the Parties agree to discuss the joint implementation of "One Laptop Per Child" projects in San Francisco Bay Area, California and around the world;

WHEREAS, OLPC anticipates that the expertise of SFSU, its staff and students will be essential to the successful implementation of such programs;

THEREFORE, the Parties agree to enter into this MOU which will serve as the framework for the collaboration of the parties in implementing successful 1:1 computing programs in San Francisco Bay Area, California and around the world.

ARTICLE I

OLPC and SFSU will use their best efforts to establish a long-term cooperation and collaboration in the field of 1:1 computing in certain primary schools in California and around the world. OLPC is interested in pursuing opportunities in the areas of Education, Technology and Outreach.

The Parties agree to work together to support the San Francisco Bay Area volunteer community through its monthly meetings, lending library and annual summit. Further, the parties agree to support faculty research, community service, student projects and internships in the OLPC context. These may include, but are not limited to pedagogical approaches, content generation, software development, hardware testing, network analysis, community outreach and other related topics that go towards ensuring the sustainability of OLPC in different parts of the world.

ARTICLE II

Each Party shall designate, in writing, a Principal Representative to serve as the primary point of contact between the Parties on all matters arising under this MOU.

ARTICLE III

Any cooperative activity undertaken between the Parties shall only be done under the authority of the laws, regulations and policies governing each Party individually and pursuant to a separate written

agreement executed by the Parties' respective authorized official which sets forth the terms and conditions of such cooperative activity.

ARTICLE IV

Notwithstanding any other provision herein, nothing in this MOU shall be construed as binding under the law of the United States. Further, nothing in this document shall be construed as either authorizing or obligating either party to commit funds or other resources to any project or work except as otherwise authorized by the laws, regulations, and policies governing each party individually and as specified in a separate written agreement executed by the parties' respective authorized officials which sets forth the terms and conditions of such project or work.

ARTICLE V

OLPC shall retain ownership and all other rights pertaining to its intellectual property related to the XO laptop.

ARTICLE VI

This MOU shall become effective as of the date first mentioned above.

Sameer Verma, Ph.D.

Professor, Information Systems

Caran Colvin, Ph.D

Dean, College of Business

Rodrigo Arboleda Chairman and CEO

One Laptop Per Child Association, Inc.