

**Memorandum of Understanding between
Special Libraries Association (SLA) and World Computer Exchange, Inc. (WCE)**

February 1, 2006

This Memorandum of Understanding ("MOU") is made and entered by and between

Special Libraries Association ("SLA"), a nonprofit global organization exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, incorporated in New York and headquartered at 331 South Patrick Street, Alexandria, VA 22314-3501 USA www.sla.org

and

World Computer Exchange Inc. ("WCE"), an international nonprofit educational organization exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, incorporated in Massachusetts and headquartered at 936 Nantasket Avenue, Hull, Massachusetts 02045 USA. and its affiliate, WCE-Canada is an incorporated charity in Canada. <http://www.worldcomputerexchange.org/>

WHEREAS, SLA is a nonprofit global organization for innovative information professionals and their strategic partners. SLA serves more than 12,000 members in 83 countries in the information profession, including corporate, academic and government information specialists, strengthening its members through learning, advocacy, and networking initiatives;

WHEREAS, WCE seeks to support its 320 Partner organizations in 51 developing countries to connect youth and schools to the Internet with online volunteers, used computers, and sister-schools;

WHEREAS, WCE's activities are:

- ◆ *Capacity Building Assistance:* WCE provides Program Officers and online support volunteers in technology, content, and telecenter management to help partners plan, prepare and network schools, train teachers, maintain computers, and encourage educators to develop, adapt and share local content.
- ◆ *Computers:* WCE provides low-cost computers and software to developing countries to connect poor youth to the Internet years faster than otherwise possible.
- ◆ *Cultural Exchanges:* WCE brokers sister-school collaborations and partnerships along with online tech and website development connections among students; and

WHEREAS, SLA and WCE seek to further define the terms of their cooperation.

NOW THEREFORE, in consideration of the premises set forth above and the promises set forth below, the sufficiency and receipt of which are hereby acknowledged, SLA and WCE agree as follows:

1. SLA and WCE shall list each other publicly as Strategic Allies.
2. SLA and WCE shall identify special libraries, information centers, and projects in developing nations in need of assistance obtaining, installing, and maintaining computers.
3. Over time we will support managers of projects receiving computer equipment from WCE through the development of train-the-trainer information literacy programs. For each project developed together, SLA and WCE will negotiate in good faith to enter into a separate written project agreement ("Project Agreement"), which shall set out WCE and SLA's respective rights

and obligations under each specific project, including the sharing of the funds raised by either party for such project; provided, however, that neither party shall be under any obligation to enter into any such Project Agreement.

4. Neither party may assign or otherwise transfer any of its rights or obligations under this MOU without prior written consent of the other party.

5. All amendments and/or modifications of this MOU shall be made in writing and executed by both parties.

6. Nothing contained in this MOU shall be deemed to preclude either SLA or WCE from entering into separate agreements of any subject matter provided that such other agreement does not conflict with a Project Agreement.

7. SLA and WCE shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") of the other party. SLA and WCE also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without such other party's consent in writing. Each party's Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this MOU. Upon the termination or expiration of this MOU, each party shall: (i) make no further use of any Confidential Information; and (ii) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party's confidentiality obligations under this section shall survive any termination or expiration of this MOU.

8. This MOU shall endure for a term of two (2) years from the date of execution by both parties (the "Term"), and shall be indefinitely renewable for additional two (2) year terms. SLA and WCE agree to enter into good-faith negotiations three (3) months before expiration of each Term to discuss renewal of this MOU. Both SLA and WCE must agree in writing to renew this MOU.

9. Notwithstanding the foregoing, either party may terminate this MOU for any reason by sending a written notice to the other party at least thirty (30) calendar days prior to the effective date of any such termination.

10. In case of a material breach of this MOU by either party, the non-breaching party shall be entitled to immediately terminate this MOU after sending a written notice to the breaching party stating the particulars of the breach. Such termination is contingent upon the breaching party failing to cure the breach within thirty (30) calendar days of its receipt of such written notice from the non-breaching party.

11. Termination of this MOU shall not affect the validity of any separate Project Agreement executed by the parties prior to the effective date of termination of the MOU.

12. Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this MOU, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this MOU. The provisions of this section shall survive any termination or expiration of this MOU.

13. All notices under this MOU shall be sent to party's head office as indicated hereinabove, by certified mail with return receipt, or by fax with confirmation receipt, or by e-mail so long as the other party writes back to confirm receipt.

14. Any dispute arising out of this MOU regarding its validity, interpretation, performance or termination shall be resolved under Virginia law without regard to its conflict of law provisions.

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Made in Alexandria, Virginia, USA

On February 1, 2006

In two originals, one for each party.

For **The Special Libraries Association**

By: Janice Lachance

Title: Chief Executive Officer
Fax number: 1-703-647-4901
www.sla.org

For **World Computer Exchange, Inc.**

By: Timothy Anderson

Title: President
Fax number: 1-208-460-8970
Board-approved: September 11, 2005

This MOU posted at: <http://worldcomputerexchange.org/originals/MOU-SLA-WCE.doc>