**The N50 Charter** Logo

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An Intel and Geeks Without Frontiers led initiative

**"Digital Participation for the Next 50%"**

**What is the N50 Charter?**

The N50 Charter is about ensuring Digital Participation for the global ‘Next 50%’ led by Intel and the nonprofit Geeks Without Frontiers.

More than 3 billion people remain unconnected, in many cases despite having access to internet. The number is disproportionately poor, rural , illiterate  and female . The major challenges are cost, lack of digital skills, appropriate technology and applications relevant to local needs.

The N50 mission is to  accelerate digital adoption and community enrichment through innovative applications  network design and business models to enable the next 3.9 billion people to participate in the digital world

N50 is a project driven, action led, collaboration between cross- industry global organisations, NGOs, Academic institutions and public and private sector entities seeking to enrich communities through implementing real world digital solutions.

**Why support the N50 Charter?**

There is a collective moral imperative to invest in each person’s capacity for growth and opportunity. Access to affordable digital content, applications, and services at adequate speed is critical.

N50 already has live ‘Digital Participation’ projects in the field designed to enable communities to access the educational, health, social and financial benefits that flow from affordable and sustainable digital inclusion.

N50 meets the needs of organizations and their staff to help address global Digital Equity through contributing projects, diverse skills, software and hardware technologies and solutions, community engagement and funding to real world projects.

N50 and its ecosystem of partners will curate projects and help assemble partnerships, skills and funding to meet the needs of the community.

**How to sign the Charter and join the N50 Eco System?**

**Simply sign the N50 Charter MOU below and return it to [N50@geekswf.org]**

**To read more or to contact N50 staff, please visit [**[**www.n50.org**](http://www.n50.org)**] or write to [N50@geekswf.org]**

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**MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** (**“MOU”**) is entered into between:

Geeks Without Frontiers, a 501(c)(3) nonprofit corporation, with its principal place of business at 22 West Spring Street, Alexandria VA, 22301 USA (“GWF”); and

[Company], a [type of company] with it principle place business at [*Address*] (“**Company**”).

The effective date of this MOU is [*Date*] (**“Effective Date’**) and the expiration date of this MOU is [*Date*] (“**Expiration Date**”).

“**CNDA**” means the Corporate Non-Disclosure Agreement No. *[CNDA reference number]*, dated [*Date*], entered into by the Parties.

In this MOU, GWF and Company are sometimes referred to individually as a “**Party**” or collectively as “**Parties**.”

GWF and Company wish to record in writing their non-binding proposals regarding potential engagement(s), as described in the attached Schedule (“**Engagement**”).

|  |  |
| --- | --- |
| **For and on behalf of GWF:** | **For and on behalf of Company:** |
| **By:** | **By:** |
| **Print Name:** | **Print Name:** |
| **Title:** | **Title:** |
| Signed: | Signed: |
| **Date:** | **Date:** |

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **Non-Binding Nature:** The Schedule to this MOU and its contents are not legally binding. Except for the obligations in Sections 1 to 10 and as specified in attached Exhibit A, which are all legally binding, no contract for the Engagement will exist unless and until the authorized representatives of each Party sign a separate legally binding written agreement.
2. **Term and Termination:** This MOU will be effective on the Effective Date and will expire on the earlier of (a) the Expiration Date or (b) the date on which the Parties enter into a separate legally binding signed agreement relating to the Engagement. Either Party can, at any time for any reason and without any liability, end negotiations or terminate this MOU immediately upon giving written notice to the other Party. Sections 1, 2, 4, 8, and 9 of this MOU will survive termination of this MOU.]
3. **Expenses:** Each Party is responsible for its own expenses in connection with all matters related to this MOU.
4. **Confidentiality and Public Announcement**: Each Party must treat the other party’s Confidential Information (as defined in the CNDA) in accordance with the CNDA identified on the first page of this MOU. The CNDA is a separate agreement and will survive the expiration or termination of this MOU. Neither Party will make any public announcement about the MOU (or the subject matter of this MOU), without the prior written consent of the other Party.
5. **License:** No license is granted under this MOU to either Party under any of the other Party’s intellectual property rights.
6. **Nature of relationship**: The Parties are independent contractors, and no agency, partnership, franchise or joint venture is intended or created by this MOU. This MOU does not create an exclusive relationship between the Parties regarding the subject matter of this MOU.
7. **Entire Understanding:** This MOU constitutes the entire understanding between the Parties regarding its subject matter. Neither Party has relied on any statements or representations made by the other in connection with this MOU, which are not set out in this MOU.
8. **Exclusion of Liability:** Neither Party will have any liability whatsoever to the other Party under or in connection with this MOU or any Engagement, either in contract, tort or otherwise (including, without limitation, for negligence and misrepresentation), for: (a) loss of revenue; (b) loss of actual or anticipated profits; (c) loss of anticipated savings; (d) loss of reputation; (e) loss of, damage to or corruption of data; or (f) any indirect or consequential loss or damage howsoever arising. This exclusion of liability clause will not apply to any liability arising from breach of the obligations set out in Section 4 of this MOU.
9. **Governing Law & Dispute Resolution: :** All disputes arising out of or related to this MOU, whether based on contract, tort, or any other legal or equitable theory, (a) will in all respects be governed by, and construed and interpreted under, the laws of the United States of America and the State of Delawarewithout reference to conflict of laws principles, and (b) will be subject to the exclusive jurisdiction of the courts of the State of Delawareor of the Federal courts sitting in that State. Each party submits to the personal jurisdiction of those courts and waives all objections to that jurisdiction and venue for those disputes.
10. **Language, Amendments and Severability:**  This MOU will be executed in English and the English language original of this MOU will prevail over any translation of it into any other languages. No amendments to this MOU will be effective unless made in writing and signed by authorized representatives of each Party. If any provision or part of these Sections 1 to 10 is held invalid or unenforceable under applicable law, the provision or part will be modified to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the provision or part will be severed from this MOU.

**Exhibit A**

The Next 50 (“N50”) is an alliance of Public, Private, NGO and Academic entities brought together to drive connectivity for the next 3.9 billion people who are isolated from participating in the digital connected world due to their rural location or socio-economic predicament.  Member companies would collaborate to implement longer term communication infrastructure projects to include affordable broadband, WiFi and Internet services. N50 thought leaders would then join with local community members and businesses executives to mentor, train and help people in a sustainable manner to realize their potential and purpose both socially and economically.

GWF and Company agree to use commercially reasonable efforts to collaborate on N50 as described further below. It is understood that during the course of this collaboration, the Parties may further refine Phase definitions and would enter into a Definitive Agreement to advance the formation of the N50.

1. **Definitions**
   1. **“Founding Member”** means initial N50 members committed to and involved in helping establish N50 in a phased approach  via participation in N50 Project(s), input on N50 direction and helping enlist additional potential N50 members.
   2. **“Phase 1”** means the series of activities between GWF and the Founding Members to refine the scope, structure, and other aspects of N50 that would lead to the formation of official membership in the N50.
   3. **“Phase 2”** means the series of activities between N50 and Founding Members that leads to participation in specific N50 charters/sponsored Projects.
   4. **“N50 Project” & Sustainability Model** to be considered a N50 Project the minimum fully loaded size is $500,000 in total project value per project. The maximum fiscal sponsorship fee to the N50 secretariat is $50 K per project.  Depending on project scope and needs for Secretariat services and there are additional baskets of services available to members including:  Enhanced Project Management Fee for additional services Per Project to be determined and agreed to on a case-by-case basis.  Additional services may also include CSR/Impact/ESG/Theory of Change engagements.

1. **Collaboration Scope**

GWF and Company will work together to make N50 a reality. Initial obligations are included below by Phase 1 (binding) and Phase 2 (non-binding). Phase 3 will be defined at an appropriate time after Phase 2 begins.

**Phase 1 (Binding)**

Company Obligations

1. As part of Phase 1, the Company will:
2. meet with GWF and Organization’s personnel to explore full participation in N50.
3. provide feedback on N50 charter, scope and plans
4. identify potential Project(s) to participate in
5. describe potential areas for collaboration for Company and other N50 participants
6. agree to allow GWF and Intel to disclose Company interest as a Founding Member to other potential N50 Founding Members
7. Provide GWF with the rights to use Company’s logo on the N50 website and other N50 collateral to indicated Company’s participation in N50

1. Subject to satisfactory due diligence and management approval, Company, as a Founding Member of the N50, commits to:
2. help recruit additional members
3. participate in an existing initiative/Project underway by one or more of the Founding Members

GWF Obligations

1. As part of Phase 1, the GWF will:
2. meet with Company to explore the business and technical aspects of N50
3. share additional vision information and phase details
4. incorporate Company feedback to advance N50’s mission
5. engage with other potential Founding Members

**Phase 2 (Non-Binding)**

Mutual Obligations

1. As part of Phase 2, the Parties would:
2. meet with GWF to determine the level of participation in N50
3. conclude appropriate Definitive Agreement for formal membership into N50

Company Obligations

1. As part of Phase 2, the Company would:
2. participate in at least one N50 designated Project annually through the contribution of people, equipment or other resources

GWF Obligations

1. As part of Phase 1, the GWF would:
2. Provide the N50 membership documents

ENDS