

Memorandum of Understanding

Apple Inc. and the Ministry of Economy of the Government of Chile

This document sets forth key terms of a Memorandum of Understanding (“MOU”) enabling the Ministry of Economy and Apple Inc. (“Apple”) to begin discussions concerning the (1) potential use of Apple’s digital integration classroom solutions and (2) the common areas of interest listed in Appendix A which may result in a possible creation of a future contractual relationship between the Ministry of Economy and Apple, should the Ministry of Economy and Apple agree to enter into such a relationship. This MOU is not intended to create contractual obligations and, specifically, does not obligate Apple to provide monetary or “in kind” assistance in the furtherance of those discussions or as a condition to the creation of a binding contract between the Ministry of Economy and Apple.

Scope

To promote the discussions contemplated by this MOU, the Ministry of Economy and Apple will each:

- (1) Designate a person in its organization to act as the coordinator and lead contact for the discussions this MOU contemplates; and
- (2) Discuss with the other the creation of a communication or media plan to govern disclosure to the media, should the Ministry of Economy and Apple mutually agree to publicize this MOU or their discussions in any way.

Term and Termination

This MOU will become effective on the date the last signatory signs below and will terminate on June 13, 2013 unless terminated earlier as provided in this MOU. The Ministry of Economy or Apple each may terminate this MOU by written notice to the other, in which case this MOU will terminate on the date such notice is received. Until execution and delivery of a superseding agreement, if any, no contract will exist between the Ministry of Economy and Apple and the Ministry of Economy and Apple will each have the absolute right at its sole discretion to terminate all discussions under this MOU or this MOU itself for any reason and without liability.

Confidentiality

To assure that the discussions and disclosures under this MOU remain confidential, the Ministry of Economy and Apple will enter into a Non-Disclosure Agreement in substantially the form attached to this MOU as Exhibit 1 before commencing any discussions.

Non-exclusivity and Legal Status

This MOU is non-exclusive. The Ministry of Economy and Apple are free to engage in similar discussions or carry out with third parties similar initiatives or projects contemplated by any agreement into which the Ministry of Economy and Apple might enter pursuant to this MOU. This MOU does not constitute an offer, binding commitment or obligation of either the Ministry of Economy or Apple, nor will it be construed or deemed as creating a contract of any nature and under no circumstances will either The Ministry of Economy or Apple be bound in any manner whatsoever, in either law or equity, to do anything with respect to the discussions described in this MOU. Neither the Ministry of Economy nor Apple may act or bind the other party in any way, nor may either the Ministry of Economy or Apple represent that it is in any way responsible for the acts of the other. This MOU does not establish a joint venture or partnership between the Ministry of Economy and Apple.

Use of Names, Emblems or Official Seals and Publicity

Neither the Ministry of Economy nor Apple, nor any affiliate of either, may use, in any manner whatsoever, the other's or the other's affiliates' names, emblems or official seals, or any abbreviation of the other's name or that of any of the other's affiliates, in connection with its business or otherwise without the other's express prior written permission. Neither the Ministry of Economy nor Apple may make any announcement to the press or public concerning this MOU or any discussions pursuant to this MOU without the other's express prior written permission.

Notices and Written Communications

All notices and other written communications under this MOU will be delivered by confirmed facsimile transmission, overnight courier, personal service, or by registered mail with acknowledgment of receipt.

If to Apple, the notices or other written communications will be addressed to: John Couch Apple Inc., 1 Infinite Loop, MS 81-3ED, Cupertino, California 95014 USA

If to the Ministry of Economy, the notices or other written communications will be addressed to: Hugo Lavados Ministry of Economy, Teatinos 120, 10th Floor, Santiago Chile.

Duplicate Originals

This MOU will be signed by the Ministry of Economy and Apple in duplicate. Each duplicate will be treated as an original for all purposes.

Definitive Agreement

Unless and until the Ministry of Economy and Apple execute a more definitive agreement incorporating the key terms set forth in this MOU, the parties intend that this MOU govern their relationship with respect to its subject matter. This MOU may not be amended or modified except by a written amendment signed by authorized signatories of both parties.

Acknowledged and agreed by their duly authorized representatives:

Apple Inc.

The Ministry of Economy

John D. Couch

Hugo Lavados

Vice President for Education

Minister of the Economy

June 13, 2008

June 13, 2008

Appendix A

Components of Initial Collaboration

The primary components of this collaboration are (while are not limited to):

Utilization of Apple's expertise in the educational use of digital media and associated technologies towards building global digital libraries of educational and scientific resources as well as other forms of knowledge and explore the use of Podcasting as a means of distributing local educational content.

Cooperation to enhance opportunities for ICT skills development for the formal and non-formal education sectors, including basic-through-advanced ICT skills training materials for teachers, students and the broader community, and initiatives to promote skills for the effective utilization of ICTs in teaching and learning.

To jointly promote the benefits of the creative use of ICT in re-engaging young people in the learning process and in facilitating cultural development and understanding.

Facilitating innovative ICT solutions for education, science and culture with particular emphasis on, open standards, open source solutions, and public domain content.

Joint collaboration within national/regional education initiatives to ensure optimal benefits to people of Chile.

APPLE INC.

CONFIDENTIALITY AGREEMENT (Mutual)

This Confidentiality Agreement (the "Agreement") is entered into and is effective as of June 13, 2008 (the "Effective Date") by and between Apple Inc., 1 Infinite Loop, Cupertino, California 95014 ("Apple") and The Ministry of the Economy of Chile, located at Teatinos 120, 10th Floor, Santiago Chile (Ministry").

- 1. DEFINITION OF CONFIDENTIAL INFORMATION.** For their mutual benefit, the parties plan to discuss certain confidential information regarding Chile - Apple Inc Memorandum of Understanding (the "Project"). The parties agree that the terms and conditions of this Agreement, the nature of their business relationship, including, if applicable, the fact that one party provides or may provide goods or services to the other, and the parties' discussions concerning the Project will be considered confidential information covered by this Agreement ("Confidential Information"). In addition, any other nonpublic information which one party ("Discloser") discloses to the other party ("Recipient") in the course of their communications regarding the Project will be considered Confidential Information, including but not limited to nonpublic product plans, designs, costs, prices, names, finances, marketing plans, business opportunities, forecasts, orders, personnel, customer information, research, development, know-how or third party confidential information; provided such information is clearly designated as "Confidential": (i) in writing, if communicated in writing, or (ii) at the time of disclosure, if disclosed orally or visually. Notwithstanding the foregoing, Confidential Information will not include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of Recipient; (b) Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipient by Discloser; (c) is independently developed by Recipient without the use of any Confidential Information; or (d) Recipient rightfully obtains from a third party who has the right to transfer or disclose it to Recipient without limitation. Nothing in this Agreement will obligate either party to disclose any Confidential Information.
- 2. NONDISCLOSURE AND NONUSE OF CONFIDENTIAL INFORMATION.** Recipient agrees to protect Discloser's Confidential Information, using at least the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, but no less than a reasonable degree of care. Recipient agrees to use Discloser's Confidential Information for the sole purpose of evaluation in connection with the Project and discussions with Discloser related to the Project. Recipient will not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees and consultants who have a need to know in order to accomplish such purpose and who are bound by a written agreement that prohibits unauthorized disclosure or use of Confidential Information. Recipient will be responsible for any violation of the terms of this Agreement by its employees and consultants. Recipient agrees not to use Confidential Information for any

other purpose or for its own or any third party's benefit without the prior written consent of an authorized representative of Discloser in each instance. Recipient may disclose Confidential Information to the extent required by law, and to the Congress, courts, Ministerio Público (The Office of the Prosecutor), any administrative agency or oversight entity, and citizens that lawfully require the information, provided Recipient make reasonable efforts to give Discloser notice of such requirement prior to any such disclosure and take reasonable steps to obtain protective treatment of the Confidential Information. Notwithstanding the foregoing, any provision requiring the Ministry to keep the confidentiality of the Discloser's Confidential Information, will be subject to the terms of the Article 13 of the law n° 18.575, and the Article 8 of the Constitution of the Republic of Chile.

- 3. NO LICENSE TO CONFIDENTIAL INFORMATION.** Except as expressly set forth herein, no license or other rights to Confidential Information are granted or implied hereby and the Discloser retains all of its rights therein.
- 4. FEEDBACK.** Notwithstanding any other provision in this Agreement, if Recipient provides any ideas, suggestions or recommendations to Discloser regarding Discloser's Confidential Information ("Feedback"), Discloser is free to use and incorporate such Feedback in Discloser's products, without payment of royalties or other consideration to Recipient, so long as Discloser does not infringe Recipient's patents, copyrights or trademark rights in the Feedback. Nothing in this Agreement is intended to grant a license or waive any rights in either party's patents, copyrights or trademarks.
- 5. INDEPENDENT DEVELOPMENT.** Discloser understands that Recipient may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Discloser's Confidential Information. Nothing in this Agreement will prohibit Recipient from developing products, or having products developed for it, that compete with Discloser's products, provided that in doing so, Recipient does not use or disclose Discloser's Confidential Information.
- 6. NO WARRANTY.** Discloser warrants that it has the right to disclose the Confidential Information to Recipient. Otherwise, all information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.
- 7. RETURN OF DOCUMENTS.** Within ten business days of receipt of Discloser's written request, and at Discloser's option, Recipient will either return to Discloser all tangible Confidential Information, including but not limited to all electronic files, documentation, notes, plans, drawings, and copies thereof, or will provide Discloser with written certification that all such tangible Confidential Information of Discloser has been destroyed.

- 8. TERM AND TERMINATION.** Recipient's duty to protect Discloser's Confidential Information expires five (5) years from the date on which that Confidential Information was disclosed to Recipient. Either party may terminate this Agreement upon ten (10) days written notice; however, any termination of this Agreement will not relieve Recipient of its confidentiality obligations with respect to Confidential Information disclosed prior to the date of termination.
- 9. No EXPORT.** Recipient agrees that no Confidential Information, or any portion thereof, will be exported to any country in violation of the United States Export Administration Act and regulations thereunder, or any other applicable export control laws or regulations.
- 10. NO IMPLIED WAIVER.** Neither party's failure or delay in exercising any of its rights will constitute a waiver of such rights unless expressly waived in writing.
- 11. NO ASSIGNMENT.** This Agreement may not be assigned by either party by any means, including without limitation, by operation of law or merger, without the prior, written consent of the other party. Any attempted assignment of this Agreement in violation of this section will be void.
- 12. ENTIRE AGREEMENT AND GOVERNING LAW.** This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed pursuant to this Agreement and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by written agreement signed by authorized representatives of both parties. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of California law concerning conflicts of law. The parties further submit to and waive any objections to the exclusive jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, or any other forum in Santa Clara County, for any litigation arising out of this Agreement. [This MOU is considered an international contract, whose principal aim is related to commercial or business operations.](#)

Understood and agreed to by the authorized representatives of the parties:

Apple Inc.

Ministry of the Economy

John D. Couch
Vice President for Education

Hugo Lavados
Minister of the Economy

June 13, 2008

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