

MEMORANDUM OF UNDERSTANDING

Between

[PARTY A FULL LEGAL NAME]

[Address]

[City, State, ZIP Code]

And

[PARTY B FULL LEGAL NAME]

[Address]

[City, State, ZIP Code]

Effective Date: [Month Day, Year]

1. RECITALS

WHEREAS, [Party A] is [describe organization type, authority, and capabilities];

WHEREAS, [Party B] is [describe organization type, authority, and capabilities];

WHEREAS, both parties recognize the mutual benefit of collaboration in [describe general area of collaboration];

THEREFORE, the parties agree to establish this Memorandum of Understanding to outline their mutual understanding and intentions regarding their collaborative relationship.

2. PURPOSE AND OBJECTIVES

2.1 Purpose

The purpose of this MOU is to [describe the reason for the agreement and what the Parties hope to accomplish through their collaboration].

2.2 Goals and Objectives

The Parties agree to work together to achieve the following objectives:

- [Objective 1]
- [Objective 2]
- [Objective 3]
- [Additional objectives as needed]

3. SCOPE OF WORK

3.1 Project Description

This MOU covers [detailed description of the project, collaboration, or partnership]. The scope includes:

- [Specific activity or responsibility 1]

- [Specific activity or responsibility 2]
- [Specific activity or responsibility 3]

3.2 Exclusions

This MOU does not cover:

- [Items or activities explicitly excluded from this agreement]
- [Additional exclusions as applicable]

4. ROLES AND RESPONSIBILITIES

4.1 Party A Responsibilities

Party A agrees to:

- [Specific responsibility 1]
- [Specific responsibility 2]
- [Specific responsibility 3]
- [Additional responsibilities as needed]

4.2 Party B Responsibilities

Party B agrees to:

- [Specific responsibility 1]
- [Specific responsibility 2]
- [Specific responsibility 3]
- [Additional responsibilities as needed]

4.3 Shared Responsibilities

Both Parties agree to:

- [Shared responsibility 1]
- [Shared responsibility 2]
- [Additional shared responsibilities]

5. RESOURCES AND CONTRIBUTIONS

5.1 Party A Contributions

Party A will contribute the following resources:

- **Financial:** [Dollar amount or "No financial contribution"]
- **Personnel:** [Description of staff time or personnel]
- **Equipment/Facilities:** [Description of physical resources]
- **Other Resources:** [Any additional contributions]

5.2 Party B Contributions

Party B will contribute the following resources:

- **Financial:** [Dollar amount or "No financial contribution"]
- **Personnel:** [Description of staff time or personnel]
- **Equipment/Facilities:** [Description of physical resources]
- **Other Resources:** [Any additional contributions]

6. TIMELINE AND MILESTONES

6.1 Effective Date

This MOU becomes effective on [Date] and will remain in effect until [End Date] or until terminated as described in Section 8.

6.2 Key Milestones

The Parties agree to the following timeline:

- [Milestone 1]: [Target Date]
- [Milestone 2]: [Target Date]
- [Milestone 3]: [Target Date]
- [Project Completion]: [Target Date]

7. COMMUNICATION AND REPORTING

7.1 Primary Contacts

Party A Contact:

Name: [Name]

Title: [Title]

Email: [Email]

Phone: [Phone Number]

Party B Contact:

Name: [Name]

Title: [Title]

Email: [Email]

Phone: [Phone Number]

7.2 Meeting Schedule

The Parties agree to meet [frequency, e.g., monthly, quarterly] to discuss progress, address concerns, and coordinate activities.

7.3 Progress Reports

[Specify reporting requirements, frequency, and format if applicable]

8. TERM AND TERMINATION

8.1 Term

This MOU shall remain in effect for [duration] from the Effective Date, unless terminated earlier as provided below.

8.2 Termination

Either Party may terminate this MOU by providing [number of days, e.g., 30 days] written notice to the other Party.

Termination may occur under the following circumstances:

- Mutual agreement of both Parties
- Completion of the project or objectives outlined in this MOU
- Material breach of the terms of this MOU by either Party
- [Other termination conditions]

8.3 Effect of Termination

Upon termination, both Parties agree to:

- [Describe obligations upon termination]
- Complete any outstanding work or deliverables as mutually agreed
- Return any property or materials belonging to the other Party

9. CONFIDENTIALITY

9.1 Confidential Information

The Parties acknowledge that they may share confidential or proprietary information during the course of this collaboration.

Each Party agrees to:

- Keep confidential information private and secure
- Use confidential information only for purposes related to this MOU
- Not disclose confidential information to third parties without prior written consent
- Return or destroy confidential information upon termination of this MOU

9.2 Exclusions

Confidential information does not include information that:

- Is publicly available or becomes publicly available through no breach of this MOU
- Was known to the receiving Party prior to disclosure
- Is independently developed by the receiving Party
- Is required to be disclosed by law or court order

10. INTELLECTUAL PROPERTY

[If applicable, specify how intellectual property created during the collaboration will be owned, shared, or licensed. If not applicable, state "Not applicable to this MOU."]

The Parties agree that:

- [Ownership of pre-existing intellectual property]
- [Ownership of newly created intellectual property]
- [Licensing arrangements if applicable]

11. DISPUTE RESOLUTION

11.1 Good Faith Negotiations

In the event of any dispute arising from this MOU, the Parties agree to first attempt to resolve the matter through good-faith negotiations.

11.2 Mediation

If negotiations fail to resolve the dispute within [number of days], the Parties agree to submit the dispute to mediation before a mutually agreed-upon mediator.

11.3 Arbitration

[Optional: Include arbitration clause if desired, or state "Not applicable"]

12. GENERAL PROVISIONS

12.1 Non-Binding Nature

This MOU is a statement of intent and mutual understanding. Unless otherwise specified, this MOU does not create legally binding obligations or enforceable rights between the Parties.

12.2 Independent Parties

Nothing in this MOU shall be construed to create a partnership, joint venture, employment relationship, or agency relationship between the Parties.

12.3 Amendments

This MOU may be amended or modified only by written agreement signed by authorized representatives of both Parties.

12.4 Entire Agreement

This MOU constitutes the entire understanding between the Parties concerning the subject matter herein and supersedes all prior discussions, negotiations, and agreements.

12.5 Governing Law

This MOU shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflict of law provisions.

12.6 Severability

If any provision of this MOU is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12.7 Force Majeure

Neither Party shall be liable for failure to perform its obligations under this MOU if such failure is due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, civil unrest, or government action.

13. SIGNATURES

By signing below, the authorized representatives of each Party acknowledge that they have read, understood, and agreed to the terms and conditions set forth in this Memorandum of Understanding.

PARTY A:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PARTY B:

Signature: _____

Printed Name: _____

Title: _____

Date: _____