[Company name]

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Memorandum of Understanding

A general-purpose record of a proposed cooperation between two parties, setting out what each party intends to do before any binding agreement is signed. General wording only, not legal advice: check that it fits your situation and seek legal advice in your own jurisdiction before signing or relying on it.

This memorandum is made on [Date of this memorandum] between [Full legal name of the first party] of [Address of the first party] (notices: [Contact details for notices to the first party]) and [Full legal name of the second party] of [Address of the second party] (notices: [Contact details for notices to the second party]). Each party may be called a Party, and together they may be called the Parties. Purpose of the cooperation: [Purpose of the cooperation].

1. Purpose and scope. The Parties will cooperate on [Description of the cooperation, including any project, activity, or work covered by this memorandum]. Any change to that scope must be agreed in writing by both Parties. Activities covered: [First activity included in the cooperation]; [Second activity included in the cooperation]; [Third activity included in the cooperation]; [Any other activity included in the cooperation, or delete this line]. Nothing in this memorandum obliges either Party to carry out any activity outside that scope, or to enter into any later agreement.

2. Responsibilities. [Full legal name of the first party] will: [First responsibility of the first party]; [Second responsibility of the first party]; [Third responsibility of the first party]. [Full legal name of the second party] will: [First responsibility of the second party]; [Second responsibility of the second party]; [Third responsibility of the second party]. Jointly, the Parties will [Joint responsibility, such as regular review meetings, shared reporting, or joint decisions], meet to review progress on [Frequency of review meetings], and record decisions in writing. Each Party will act with reasonable care and keep the other informed of progress and of anything that may affect the cooperation.

3. Term. This memorandum starts on [Start date] and continues until [End date or event that ends the memorandum], unless ended earlier under clause 7. **4. Confidentiality.** Each Party must keep confidential any information shared under this memorandum that is marked confidential, or that a reasonable person would treat as confidential, and must not share it except as needed for the cooperation or where required by law. This clause is binding and continues after this memorandum ends, for [Duration of the confidentiality obligation] after it ends.

5. Binding and non-binding parts. Binding: clause 4 (Confidentiality), clause 6 (Costs) and clause 9 (Governing law). Every other clause is a statement of intent only: it does not oblige either Party to carry out the cooperation, provide funding, or enter into any later agreement. If the Parties wish any other part to be binding, they must state that in writing and sign that statement. A later binding agreement, if any, replaces this memorandum for the matters it covers.

6. Costs. Each Party pays its own costs of the cooperation, including [Type of cost, such as travel, staff time, or materials], unless the Parties agree otherwise in writing. Any shared cost must be agreed in writing before it is incurred, stating how it will be shared. No Party is liable for the other Party's costs unless agreed in writing. **7. Termination.** Either Party may end this memorandum at any time on [Notice period] written notice, or immediately if the other Party materially breaches it and does not remedy that breach within [Remedy period] of being asked to do so in writing. Ending this memorandum does not affect the binding clauses in clause 5, or any right or obligation that has already arisen.

8. No partnership and no authority. Nothing in this memorandum creates a partnership, joint venture, agency or employment relationship, and neither Party may act for, or bind, the other unless the other has agreed in writing. **9. Governing law.** This memorandum, and any dispute arising from it, is governed by the law of [Governing law jurisdiction]. The Parties will first try to resolve any dispute by discussion; if they cannot, it will be resolved by [Method of resolving disputes, such as mediation or the courts of the governing law jurisdiction]. **10. Notices.** Any notice must be in writing and sent to the contact details above, or to any other contact details notified in writing by the receiving Party.

11. Signatures. By signing below, each Party agrees to this memorandum, including the binding and non-binding parts in clause 5.
Signed for [Full legal name of the first party]: Signature _____ Name [Full name of the signatory] Role [Job title of the signatory] Date [Date of signing]

Signed for [Full legal name of the second party]: Signature _____ Name [Full name of the signatory] Role [Job title of the signatory] Date [Date of signing]