**Memorandum of Understanding**

***between***

**[name & address of organisation] *and***

**[name & address of organisation] *and***

**[name & address of organisation]…**

**Date:**

1. **Introduction**

A Memorandum of Understanding (MoU) is a formal agreement between two or more parties. Organisations can use MoUs to establish official partnerships and collaborative work together. MoUs are not legally binding, but they carry a degree of seriousness and mutual respect, stronger than an email or verbal agreement.

1. **Recitals**

[Brief descriptions of each organisation / partners to be added here]

1. **Purpose**

The purpose of this MoU is to describe and record the principles and objectives that the parties named above, that will guide the collaborative relationship and describe, in general terms, the way of working and outcomes that the partners have agreed to.

1. **Objectives**

The objectives of this collaborative work are:

* X
* X

1. **Principles**

The Parties agree to the following principles for this MOU:

* 1. each Party confirms its commitment to work together to ensure the collaboration is effective
  2. any issues that may occur between the Parties shall be identified as soon as possible, with the focus being on their timely and full resolution
  3. each Party will pursue fulfilling their own vision and mission, whilst taking into consideration and being supportive of the shared project being undertaken
  4. the Parties and their staff will treat each other with respect and integrity, demonstrating good will and trust by communicating with one another clearly and honestly
  5. each Party will acknowledge and highly regard the staff, activities, organisational commitments and sector relationships of the other member of the MOU.

1. **Partners and Roles**

The partners to this arrangement agree to the following summary:

|  |  |
| --- | --- |
| **Partner organisation** | **Roles and responsibilities** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

1. **Reporting**

The reporting requirements for the collaborative work are:

* X
* X

1. **Measuring Success of the Collaboration**

We will know if the collaborative project/work is successful through the following (measurable and realistic) indicators:

* X
* X

1. **Constraints and Assumptions**

The following constraints / restrictions with regard to this arrangement are noted:

* X
* X

The following assumptions are noted with regard to this arrangement:

* X
* X

1. **Costs**

Partners agree that the following direct or indirect costs may be incurred as part of this working arrangement:

* XX (cost to be met by organisation itself)
* XX (cost may be reimbursed with agreement of all parties to this agreement and with evidence of a GST receipt)
* XX

1. **Disputes**

Each Party acknowledges that it is in the interests of all Parties that any dispute is resolved amicably and without undue delay following these steps:

* The Parties will resolve the conflict using informal mediation / negotiation and in good faith; and
* Where the conflict cannot be resolved, an independent mediator agreeable to all Parties shall be appointed to assist in resolving the conflict issue.

1. **Authority to Comment Publicly on Behalf of Partners**

The parameters for public comment in relation to the arrangements between the parties must be:

* Any communication about the collaborative project with the member organisations of any party or other potential participants, should reflect and promote the joint nature of the project.
* All parties will agree any external communications, including the reason for the communication, key messages, and timing, prior to the communication being released.

1. **Confidential Information**

Confidential Information means all information and materials relating to or arising from this MOU in any form whatsoever, and information which is by its nature confidential or which the discloser advises the recipient is confidential and includes the terms of this MOU and includes anything disclosed before the date of this MOU.

Confidential Information does not include:

1. information which at the date of this MOU is in the public domain or subsequently enters the public domain without fault on the part of the recipient,
2. information that is received in good faith by the recipient from a third party,
3. information which is at the date of this MOU, independently developed by, or already properly in the possession of, the recipient and which the recipient can demonstrate by written record to be previously known to the recipient.

The recipient of Confidential Information shall:

1. keep it in the recipient’s possession and treat it as confidential regardless of when disclosed,
2. not use any Confidential Information belonging to the other party for any purpose other than as required in terms of this MOU,
3. only disclose Confidential Information to employees, officers or professional advisers on a need to know basis and shall be liable to the discloser for any breach by those persons of these confidentiality obligations.

The restrictions in this Clause do not apply where disclosure is required by law or by a government agency or governmental authority.

The parties acknowledge that any breach of this confidentiality obligation may result in damages for which monetary compensation would not be an adequate remedy and that the affected party is entitled to specific performance or injunctive relief in addition to any other remedies at law or in equity.

1. **Intellectual Property**

Each Party acknowledges and agrees that any intellectual property created through the operations of the MOU shall be held jointly by the Memorandum Parties.

Each Party's intellectual property shall remain its own, and no party shall use the intellectual property of another Party without an express agreement between the individual parties.

1. **Liability**

Neither party shall be liable to the other for any costs, liability, damages, loss, claims or proceedings of whatever nature arising out of this MOU and neither party shall be liable to the other for any loss of profit, loss of business or consequential loss of that party, howsoever caused.

The parties also agree that it is not the intention for any of the Terms and Conditions of this Agreement to be legally binding on either or both parties.

1. **Dissolution of the Memorandum of Understanding**

The partners commit to the completion of the agreed project. If, for any reason early termination is desired, this must be negotiated between the parties, whereby costs incurred during the project and income from the project are equally shared. Each member agrees that prior to any early termination occurring the Disputes processes outlined in Clause 11 will be followed with good will on both sides.

1. **Signed as an Agreement by the Partners**

I agree with those terms stated in this MOU. This document reflects my understanding of the partnership.

Name:

Job Title:

Date:

Name:

Job Title:

Date:

Name:

Job Title:

Date:

Name:

Job Title:

Date: