

MEMORANDUM OF UNDERSTANDING

1. 1. Parties

This Memorandum of Understanding (the "MOU") is made as of [EFFECTIVE DATE] between [ORGANIZATION A NAME], a [ENTITY TYPE] with its principal office at [ORGANIZATION A ADDRESS], and [ORGANIZATION B NAME], a [ENTITY TYPE] with its principal office at [ORGANIZATION B ADDRESS]. Each is referred to as a "Party" and both together as the "Parties." Each Party represents that the individual signing below has authority to sign this MOU on behalf of that organization, and that signing it does not conflict with the governing documents, funding conditions, or existing agreements of that organization. Notices under this MOU are effective when delivered in writing to the addresses above and to [ORGANIZATION A EMAIL] and [ORGANIZATION B EMAIL].

2. 2. Purpose and Scope of the Collaboration

The Parties intend to cooperate on the following: [DESCRIPTION OF THE COLLABORATION, e.g., a joint community health program, a shared research initiative, a co-hosted training series] (the "Collaboration"). The shared goals of the Collaboration are [GOAL 1], [GOAL 2], and [GOAL 3], to be pursued in [GEOGRAPHIC AREA OR MARKET SEGMENT] over the period described in Section 8. Activities outside that description are not part of this MOU and require a separate written understanding. The Parties acknowledge that the Collaboration is exploratory and cooperative in nature, that plans described here may change as the work develops, and that nothing in this section obligates either Party to carry out any specific activity or to reach any particular result.

3. 3. Roles and Responsibilities

[ORGANIZATION A NAME] anticipates that it will [ROLE A RESPONSIBILITIES, e.g., design the program curriculum, recruit participants, and report outcomes to funders]. [ORGANIZATION B NAME] anticipates that it will [ROLE B RESPONSIBILITIES, e.g., provide meeting space, supply qualified instructors, and handle scheduling]. Both Parties intend to jointly [SHARED RESPONSIBILITIES, e.g., review progress quarterly, approve public materials, and coordinate outreach]. Each Party will carry out its role in accordance with its own policies, governing law, and the requirements of its funders, and each Party retains full discretion over its own personnel, budgets, and program decisions. The descriptions in this section state present intentions and expected contributions; they are not enforceable commitments and are subject to Section 7.

4. 4. Resources and Contributions

Each Party anticipates contributing the following to the Collaboration at its own cost: [ORGANIZATION A CONTRIBUTIONS, e.g., staff hours, data sets, equipment, facilities] and [ORGANIZATION B CONTRIBUTIONS, e.g., venue access, software licenses, volunteer coordination]. Any property, equipment, or materials supplied by a Party remain the property of that Party and will be returned or accounted for when the Collaboration ends. Each Party retains ownership of the intellectual property it brings to the Collaboration, and no license to use the name, logo, trademarks, data, or materials of a Party is granted by this MOU except as separately agreed in writing. If the Parties expect to create joint intellectual property, they will address ownership and licensing in a definitive written agreement before that work begins.

5. 5. Points of Contact and Coordination

Each Party designates a primary point of contact who is responsible for day-to-day coordination and for receiving communications under this MOU. For [ORGANIZATION A NAME], the contact is [CONTACT A NAME], [TITLE], reachable at [CONTACT A EMAIL] and [CONTACT A PHONE]. For [ORGANIZATION B NAME],

the contact is [CONTACT B NAME], [TITLE], reachable at [CONTACT B EMAIL] and [CONTACT B PHONE]. Either Party may change its point of contact by written notice to the other. The points of contact will meet [MEETING FREQUENCY, e.g., monthly] to review progress, surface issues, and agree on next steps, and will keep a written summary of what was discussed. A point of contact has no authority to bind the organization that appointed them to any legal or financial obligation.

6. Confidentiality and Public Statements

In the course of the Collaboration, each Party may receive non-public information from the other, including program data, financial figures, donor or customer lists, personnel records, strategic plans, and unpublished research (the "Confidential Information"). The receiving Party will use Confidential Information only for the Collaboration, will protect it with at least the same care it uses for its own confidential material, and will disclose it only to personnel who need it and who are bound by comparable duties. These duties do not apply to information that is public through no fault of the receiving Party, was already known without a duty of confidence, is independently developed, or must be disclosed by law or under a public records request after reasonable notice to the other Party. Neither Party will issue a press release or public statement describing the Collaboration without the prior written approval of the other. This section is intended to be binding and survives for [CONFIDENTIALITY PERIOD, e.g., three years] after this MOU ends.

7. Binding and Non-Binding Provisions

The Parties intend that the following provisions are legally binding and enforceable: Section 6 (Confidentiality and Public Statements), Section 9 (No Partnership, Agency, or Financial Obligation), Section 10 (Governing Law and General Provisions), and this Section 7. Every other provision of this MOU, including Section 2 (Purpose and Scope), Section 3 (Roles and Responsibilities), Section 4 (Resources and Contributions), Section 5 (Points of Contact), and Section 8 (Term and Withdrawal) to the extent it describes intended activities, is a statement of present intention only and creates no legal obligation, no duty to negotiate, no duty to continue the Collaboration, and no liability of any kind for failing to carry out anything described in it. No obligation to perform the Collaboration arises unless and until the Parties sign a separate definitive written agreement approved by the authorized representatives of both Parties.

8. Term, Withdrawal, and Termination

This MOU takes effect on the Effective Date and continues until [END DATE], unless extended by a written amendment signed by both Parties or ended earlier under this section. Either Party may withdraw from the Collaboration for any reason or no reason by giving [WITHDRAWAL NOTICE PERIOD, e.g., 30 days] written notice to the other Party, and no penalty, damages, or termination payment of any kind is owed for withdrawing. On withdrawal or expiration, the Parties will wind down joint activities in an orderly way, notify any shared participants or funders as appropriate, return or dispose of Confidential Information as required by Section 6, and return the property of the other Party. Sections 6, 7, 9, and 10 survive the end of this MOU.

9. No Partnership, Agency, or Financial Obligation

Nothing in this MOU creates a partnership, joint venture, agency, employment, franchise, or fiduciary relationship between the Parties. Neither Party may act for, sign on behalf of, incur any obligation in the name of, or otherwise bind the other Party, and neither Party will represent to any third party that it has authority to do so. Neither Party assumes any financial obligation to the other under this MOU, and no Party is required to transfer funds, reimburse costs, or pay any fee. Each Party bears its own costs and expenses of participating in the Collaboration, including staff time, travel, legal fees, and administrative overhead, unless a separate signed agreement provides otherwise. This MOU is non-exclusive, and each Party remains free to pursue similar collaborations with any other

organization.

10. 10. Governing Law and General Provisions

This MOU is governed by the laws of the State of [GOVERNING STATE], without regard to its conflict of laws rules. The Parties will attempt in good faith to resolve any disagreement about this MOU through discussion between the points of contact and, if that fails, through escalation to a senior representative of each Party for at least [ESCALATION PERIOD, e.g., 30 days] before pursuing any other remedy. This MOU may be amended only in a writing signed by both Parties, and neither Party may assign it without the written consent of the other. If any provision is held unenforceable, the remainder stays in effect. This MOU is the entire understanding of the Parties on the subject described here and replaces all prior discussions, term sheets, and correspondence about the Collaboration.

11. 11. Signatures

By signing below, each Party confirms that it has read this MOU, that it understands which provisions are binding and which are not, and that the individual signing has authority to do so on behalf of the organization named.

[ORGANIZATION A NAME]. Signature: _____. Printed Name: [SIGNER A NAME]. Title: [TITLE]. Date: [DATE]. [ORGANIZATION B NAME]. Signature: _____. Printed Name: [SIGNER B NAME]. Title: [TITLE]. Date: [DATE]. This MOU may be signed in counterparts, and electronic or scanned signatures have the same effect as original signatures on a single document.

12. Disclaimer

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