

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into as of [agreement effective date] (the "Effective Date"), by and between:

Party 1:

Full Legal Name: [full legal name of the first Party]

Entity Type: [type of entity for the first Party]

Mailing Address: [mailing address of the first Party]

Authorized Representative: [authorized representative for the first Party]

Title: [title or position of the authorized representative]

AND

Party 2:

Full Legal Name: [full legal name of the second Party]

Entity Type: [type of entity for the second Party]

Mailing Address: [mailing address of the second Party]

Authorized Representative: [authorized representative for the second Party]

Title: [title or position of the authorized representative]

(Hereinafter collectively referred to as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, the Parties desire to collaborate on [purpose of the MOU];

WHEREAS, the Parties wish to outline their mutual understanding, roles, and responsibilities regarding this collaboration;

NOW, THEREFORE, the Parties agree as follows: I. PURPOSE

The purpose of this MOU is to establish a framework for cooperation and to outline the general understanding between Party 1 and Party 2 regarding [describe the overall purpose of the collaboration].

This MOU serves as a statement of intent and does not create any legally binding obligations on either Party.

II. SCOPE OF COLLABORATION

The Parties intend to collaborate on the following activities: [describe the specific activities or areas of cooperation].

III. ROLES AND RESPONSIBILITIES

The Parties agree to undertake the following roles and responsibilities: a. **Party 1 Responsibilities:** [describe Party 1's specific roles and responsibilities]

b. **Party 2 Responsibilities:** [describe Party 2's specific roles and responsibilities]

IV. TERM

This MOU shall commence on the Effective Date and shall continue in effect until [end date or duration of the MOU], unless otherwise mutually agreed upon by the Parties.

V. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of [state governing law].

VI. NO FINANCIAL ARRANGEMENTS

The Parties acknowledge and agree that this MOU does not include any financial arrangements or cost-sharing provisions. Each Party shall bear its own costs and expenses incurred in connection with the activities contemplated by this MOU.

VII. NO RESOURCE SHARING

The Parties acknowledge and agree that this MOU does not include any provisions for the sharing of resources (e.g., personnel, equipment, facilities, data).

VIII. NO CONFIDENTIALITY PROVISIONS

The Parties acknowledge and agree that this MOU does not include any confidentiality or non-disclosure provisions.

IX. NO INTELLECTUAL PROPERTY PROVISIONS

The Parties acknowledge and agree that this MOU does not address intellectual property ownership or rights.

X. NO DATA PROTECTION OR PRIVACY REQUIREMENTS

The Parties acknowledge and agree that this MOU does not include any data protection or privacy

requirements.

XI. NO DISPUTE RESOLUTION PROCESS

The Parties acknowledge and agree that this MOU does not include a formal dispute resolution process.

XII. NO EARLY TERMINATION TERMS

The Parties acknowledge and agree that this MOU does not include specific terms for early termination.

XIII. NO AMENDMENT OR MODIFICATION PROCEDURE

The Parties acknowledge and agree that this MOU does not include a formal procedure for amendments or modifications. Any changes to the understanding outlined herein shall be made by mutual written agreement of the Parties.

XIV. NO PUBLICITY RIGHTS

The Parties acknowledge and agree that this MOU does not grant either Party specific rights to publicize or announce this MOU or the collaboration described herein.

XV. NO INSURANCE REQUIREMENTS

The Parties acknowledge and agree that this MOU does not include any insurance requirements for either Party.

XVI. NO FORMAL NOTICE CLAUSE

The Parties acknowledge and agree that this MOU does not include a formal clause for notices between the Parties.

XVII. NO FORCE MAJEURE CLAUSE

The Parties acknowledge and agree that this MOU does not include a force majeure clause.

XVIII. NO ASSIGNMENT CLAUSE

The Parties acknowledge and agree that this MOU does not include an assignment clause.

XIX. NON-BINDING NATURE

This MOU is intended to be a statement of the current understanding and intentions of the Parties. It is expressly understood and agreed that this MOU does not create any legally binding obligations on either Party, nor does it create any partnership, joint venture, or agency relationship between the Parties. This MOU does not obligate either Party to enter into any further agreements or contracts.

XX. MISCELLANEOUS PROVISIONS

- a. **Successors and Assigns.** This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- b. **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- c. **Waiver.** No waiver of any provision of this MOU shall be deemed a waiver of any other provision or of any subsequent breach of the same or any other provision. Failure to enforce any provision of this MOU shall not be construed as a waiver of the right to enforce such provision.
- d. **Headings.** The headings in this MOU are for convenience only and shall not affect its interpretation.
- e. **Construction.** The Parties acknowledge that they have had the opportunity to review this MOU with legal counsel. This MOU shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing it to be drafted.

XXI. NO ENTIRE AGREEMENT CLAUSE

The Parties acknowledge and agree that this MOU does not include an entire agreement clause.

XXII. NO ADDITIONAL TERMS

The Parties acknowledge and agree that there are no additional terms or special provisions beyond those explicitly stated herein.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the Effective Date.

PARTY 1

Signature: _____

Print Name: [authorized representative for the first Party]

Date: _____

Title: [title or position of the authorized representative]

Address: [mailing address of the first Party]

PARTY 2

Signature: _____

Print Name: [authorized representative for the second Party]

Date: _____

Title: [title or position of the authorized representative]

Address: [mailing address of the second Party]