

DISCLAIMER: This sample of a Memorandum of Understanding (MOU) is provided for informational purposes only and does not constitute legal advice or create a professional relationship. The use of this form does not guarantee any specific outcome or result. Users of this form are advised to consult with appropriate legal or professional advisors regarding their specific situation or circumstances.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is dated xxxxxxxxxx

BETWEEN:

Organization A and address

-and-

Organization B and address

Preamble

- A. This Memorandum of Understanding (MOU) describes the agreed-upon partnership, responsibilities and expectations between NAME OF ORGANIZATION A and ORGANIZATION B for the use of:

STATE THE PURPOSE.

- B. The Projects' purpose and objectives:

- C. Scope of Work: Outline the specific activities, tasks, and deliverables. This may include details such as project milestones, timelines

D. This MOU sets out the roles and responsibilities of the parties, as they seek to contribute to the goals and objectives of the Project.

[Redacted]

1. Responsibilities and expectations

Clearly delineate the roles and responsibilities of each organization involved in the partnership. This includes specifying who will be responsible for researching, initiating and coordinating activities.

ORGANIZATION A agrees to:

a)

[Redacted]

ORGANIZATION B agrees to:

a)

[Redacted]

2. Communication and Collaboration

Define expectations for communication and collaboration between the organizations, including how information will be shared, meetings will be conducted, and progress will be reported. This may include regular updates, progress reports, and communication channels to ensure effective coordination and collaboration throughout the partnership.

[Redacted]

3. **Monitoring and Evaluation:** Establish mechanisms for monitoring and evaluating the progress and impact of the partnership, how milestones will be tracked, and adjustments will be made as needed to achieve the desired outcomes.

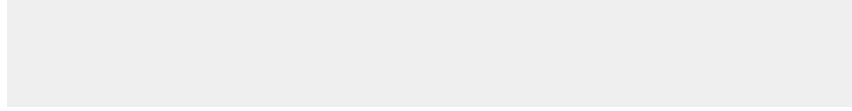
[Redacted]

4. **Confidentiality:** Address issues related to confidentiality, data sharing, and intellectual property rights to protect sensitive information and ensure compliance with relevant legal and regulatory requirements.

[Redacted]

5. **Ownership of Materials:** The project funders expect, as a condition of its funding, that all materials produced for this project will be available to

interested parties to access easily and at no future cost as part of the demonstration site model.



6. Intellectual Property

Examples:

- Definition of intellectual property rights: “intellectual property rights” includes copyright, and all rights conferred under statute, common law or equity in relation to inventions (including patents), trademarks, designs, domain names, rights in databases, confidential information, trade secrets, know-how, and all other proprietary rights, whether registered or unregistered, and all equivalent rights and forms of protection anywhere in the world, together with all right, interest or license in or to any of the foregoing.
- ORGANIZATION B does not obtain any right, title, interest or license of any kind to any intellectual property rights with ORGANIZATION A content or services outside of the MOU by virtue of this Agreement.
- ORGANIZATION A does not obtain any right, title, interest or license of any kind to any intellectual property rights within ORGANIZATION B content or services outside of the MOU by virtue of this Agreement.

7. Duration

This MOU shall commence [REDACTED] and remain in force until the end of the Project – [REDACTED] unless modified in writing before that date.

8. Payment Schedule & Milestones

Project funds will be disbursed by ORGANIZATION A as per the following:

YEAR ONE: [REDACTED]

YEAR TWO: [REDACTED]

[REDACTED] ADD ANY OTHER RELEVANT INFORMATION [REDACTED]

Project funds provided to ORGANIZATION B are to cover the cost of salary and benefits and other direct project costs for the project

9. No Liability

Neither ORGANIZATION B nor ORGANIZATION A shall make a claim against nor be liable to the other for any damages, including, without limitation, any consequential, special, incidental or punitive damages or lost profits, suffered by them because of the matters set out in this MOU or any performance or failure to perform any obligations set out in this MOU, or for the failure to negotiate the Final Agreement.

10. Amendments

No amendment or waiver of any provision of this MOU shall be binding on any of the parties hereto unless consented to in writing by all parties to this MOU. No waiver of any provision of this MOU shall constitute a waiver of any other provisions, nor shall any waiver constitute a continuing waiver to impair such

party's rights to future enforcement of its rights unless otherwise expressly provided in writing.

11. Notice

Any notice or other communication between the parties must be in writing and must be given, and deemed to have been given, personally delivered or mailed, addressed as follows:

For ORGANIZATION A to:
xxxxxx,
Executive Director
Address,
Ottawa, ON Postal Code

For ORGANIZATION B to:
xxxxxxx,
Executive Director
Address
City, Ontario Postal Code

12. Termination

This MOU may be terminated at any time with the agreement of both parties or otherwise by providing 30 days written notice to the other party.

ORGANIZATION A

Jane Doe

NAME OF AUTHORIZED PERSON
Executive Director
Date: _____

ORGANIZATION B

John Q. Public

NAME OF AUTHORIZED PERSON
Executive Director
Date: _____

DISCLAIMER: This sample of a Memorandum of Understanding (MOU) is provided for informational purposes only and does not constitute legal advice or create a professional relationship. The use of this form does not guarantee any specific outcome or result. Users of this form are advised to consult with appropriate legal or professional advisors regarding their specific situation or circumstances.

