

MEMORANDUM OF UNDERSTANDING

Parties: _____

This Memorandum of Understanding ("MOU") is entered into by and between:

Party A Name/Entity: _____

Authorized Representative Name: _____

Party B Name/Entity: _____

Authorized Representative Name: _____

1. Purpose

This MOU sets forth the terms and understanding between the Parties to cooperate and collaborate on the agreed project or initiative as further detailed herein.

2. Scope of Collaboration

The Parties agree to work together in good faith to achieve the objectives specified in this MOU, defining responsibilities, activities, and deliverables relevant to the collaboration.

3. Roles and Responsibilities

Each Party shall designate representatives to coordinate activities and ensure timely communication and performance of their respective obligations under this MOU.

4. Duration

This MOU shall commence upon execution by both Parties and shall continue in effect until terminated by either Party pursuant to the termination provisions.

5. Confidentiality

The Parties agree to maintain the confidentiality of any proprietary or sensitive information exchanged during the term of this MOU and not to disclose such information to third parties without prior written consent.

6. Intellectual Property

Any intellectual property developed jointly under this MOU shall be owned jointly by the Parties unless otherwise agreed in writing. Pre-existing intellectual property remains the sole property of the respective Party.

7. Funding and Resources

Each Party shall be responsible for its own costs and expenses incurred in connection with this MOU unless otherwise agreed upon in a separate written agreement.

8. Compliance with Laws

The Parties shall comply with all applicable federal, state, and local laws and regulations in the performance of their obligations under this MOU.

9. Relationship of Parties

Nothing in this MOU shall create a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the authority to bind the other or incur obligations on behalf of the other.

10. Termination

Either Party may terminate this MOU upon thirty (30) days written notice to the other Party. Termination of this MOU shall not affect any rights or obligations accrued prior to termination.

11. Dispute Resolution

The Parties agree to attempt to resolve any disputes arising out of or related to this MOU amicably through good faith negotiations.

12. Notices

All notices, requests, demands, and other communications under this MOU shall be in writing and properly delivered to the designated representatives of each Party.

13. Entire Agreement

This MOU constitutes the entire understanding between the Parties relating to the subject matter herein and supersedes all prior discussions and agreements.

14. Amendments

Any amendments or modifications to this MOU must be made in writing and signed by authorized representatives of both Parties.

15. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the United States and the applicable state law where the primary activities are conducted, without regard to conflict of law principles.

16. Severability

If any provision of this MOU is held invalid or unenforceable, the remainder of this MOU shall remain in full force and effect.

17. 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.

18. No Waiver

Failure or delay by either Party in enforcing any provision of this MOU shall not be deemed a waiver of such provision or the right to enforce it.

19. Assignment

Neither Party may assign or transfer its rights or obligations under this MOU without the prior written consent of the other Party.

20. Force Majeure

Neither Party shall be liable for failure or delay in performing its obligations due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, governmental regulations, or labor disputes.

PARTY A AUTHORIZED SIGNATURE

PARTY B AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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