

[optional: insert partner logo]

Memorandum of Understanding (MoU)

MoU between X (X organization) and Y (Y organization)

1 Purpose and Scope

This Memorandum of Understanding (MoU) between X organization and Y Organization is to support the working relationship between the parties to deliver a pilot project <Project Name>. The MoU sets out roles and responsibilities between the parties over a period of 24 months.

Both parties understand and agree that whilst they are entering into the arrangement in good faith, the purpose of this memorandum is to establish an 'in principle' agreement and Membership of the Project Steering Group. The MoU does not create any binding contractual rights or obligations.

2 Lead Organisation

Whilst the project will involve a number of delivery partners, X Organization will remain the lead organisation. All delivery partners will be asked to commit to the MoU in the first instance.

3 Values

The MoU commits all parties to the values of Equality, Dignity, Respect, Hope, Choice and Personal Achievement; open and transparent communication.

4 Roles and Responsibilities

The overall aim of the project is to "Improve the social connectedness, health and well-being of men in their middle years". To achieve this, the following roles and responsibilities are identified:

4.1 X organization shall undertake the following responsibilities and activities:

4.1.1 Project and financial management.

4.1.2 Appoint an X Organization representative to proactively participate and contribute to the work of the Project Steering Group.

4.1.3 Host the 'Project Name' brand and project content on the X Organization website as directed by the project Steering Group to ensure consistency in messaging.

4.1.4 Develop a programme of activities in accordance with the project outline, supporting the Movember Foundation final submission.

4.1.5 Timeously adhere to the reporting requirements of the Movember Foundation in accordance with the funder's schedule.

4.2 Y Organization shall undertake the following responsibilities activities:

- 4.2.1 Appoint an Y Organization representative to proactively participate and contribute to the work of the Project Steering Group.
- 4.2.2 Host the <Program Title> brand and project content on the Y Organisation website as agreed by all parties to ensure consistency in messaging.
- 4.2.3 Contribute timeously to X Organisation's reporting requirements in relation to data collection regarding project on-line resources accessed through the Y Organisation.

5 Conflict Resolution

Any issues or conflicts arising from the development and on-going delivery of the project will be resolved in-line with X Organization's values and a clearly defined decision-making process (including timescales for resolution). The key approach will be to maintain communications with early discussion sought on issues/conflicts and solutions noted in the record of meetings between the parties. If necessary mediation will be adopted

6 Amendments, Review and Termination

- 6.1 Amendments: the MoU may be amended at any time by mutual consent and by written agreement signed by both parties.
- 6.2 Review: X Organization and Y Organization will review the arrangement on an annual basis on or before the anniversary of the start date of this document.
- 6.3 Termination: if a party wishes to dissolve the working relationship a minimum of three months' notice must be given in writing with the reason for the termination.

7 Confidentiality

The terms and conditions of the agreement between X Organization and the Movember Foundation applies to all parties involved in the development of the project.

The funding provided by Movember Foundation, the status of the Project and other information exchanged by the parties that is, by its nature confidential, ('Confidential Information') is to remain confidential until or unless otherwise notified by the Movember Foundation via X Organization.

8. Intellectual Property

X Organization and the Y Organization are subject to the terms and conditions of the agreement between X Organization and the Movember Foundation. For the purpose of this MoU, both parties are not permitted to use project materials or further implement the project for commercial purposes without X Organization's written consent.

- 8.1 For the purpose of this clause 7. "Intellectual Property Rights" means all industrial and intellectual property rights, including without limitation:

(1) patents, copyright, future copyright, trade business, company or domain names, registered and unregistered trademarks, know-how, trade secrets and the right to have confidential information kept confidential, any and all other rights to intellectual property which may subsist anywhere in the world; and

(2) any application or right to apply for registration of any of those rights.

9 Funding

This MoU does not include the reimbursement of funds between the two parties.

10 Effective Date and Signature

The MoU shall be effective upon the signature of authorised officials. It is designed to be effective beyond the life of the project.

[X Organization]

[Y Organization]

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Name:

.....
Name:

Date:

Date: