



This document offers a template for a basic Memorandum of Understanding (MOU) intended for purpose-driven organisations collaborating on a specific outcome. Please note this is a guide only and not legal advice. Adapt it to your specific needs, as some sections may not apply and additional clauses may be necessary. The 3-page template is followed by a sample MOU illustrating its use. Innov8 HQ provides this template for free, for your use at your own risk, and does not warrant its suitability for your particular circumstances.

Memorandum of Understanding

This Memorandum of Understanding (MOU) is dated the _____ day of _____ 20____

Between #Organisation A Name# ABN #Organisation's ABN#
of #address# (#Party A#)

and #Organisation B Name# ABN #Organisation's ABN#
of #address# (#Party B#)

1 Purpose

This MOU between #Party A# and #Party B# outlines a shared commitment to work collaboratively to facilitate better outcomes for the community and for the members of both organisations.

2 About #Party A#

#Insert information about Party A#

3 About #Party B#

#Insert information about Party B#

4 Agreed outcomes

The parties intend that the operation of this MOU will achieve the following outcomes:

- a. #list of outcomes#;
- b. #list of outcomes#, and
- c. any other outcomes as agreed in writing between the parties from time to time.

5 Guiding Principles

The parties commit to acting in accordance with the following guiding principles:

- a. #list of principles#;
- b. #list of principles#, and
- c. Any other guiding principles as agreed in writing between the parties from time to time.

6 Recognition of Applicable Laws and Regulations

The parties recognise that their actions under this MOU and any resultant projects or arrangements must comply with all relevant laws, regulations and standards in their respective jurisdictions, both nationally and at the state and territory level. The parties reserve the right not to participate in any project or arrangement that would put them or their members at risk of breaching any law, regulation, or standard, or could pose a potential reputational risk.

7 No intention to create financial obligations

The parties agree that unless such an obligation on a party is set out Clause 4, this MOU does not create any financial or other obligation for the payment of monies by either party.

8 Intellectual Property

- a. Any previously created intellectual property shared by a party which is used in the implementation of this MOU remains the property of the party that provided it.
- b. The parties agree that any intellectual property jointly developed through activities covered under this MOU will be the intellectual property of both parties, and each party grants the other party a perpetual, royalty-free licence to use the jointly developed intellectual property.
- c. The parties agree that:
 - i. no party may use any intellectual property owned by the other party or which has been jointly developed under this MOU until they have advised the other party of their intention in writing and the other party has consented in writing to that use, and
 - ii. no party may transfer their licence to use the jointly developed intellectual property to a third party without first obtaining the prior written consent of the other joint developer of the intellectual property.

9 Confidentiality

Each of the parties acknowledge and agree that they will use each other's confidential information only for the purpose of activities covered under this MOU. They will not disclose the other party's confidential information except as required by law or with the prior written consent of other party. Each party will, on request by the other party, return all of the other party's confidential information.

10 No intention to create legal relations

This MOU does not constitute a legally binding agreement between the parties.

11 Conflict resolution

The parties agree they will seek to resolve any conflict arising from the operation of this MOU through informal discussion. Any conflict not resolved may, by mutual agreement of the parties, be referred to mediation, with the costs of mediation being shared equally by the parties.

12 Amendment

This MOU may only be varied by mutual consent provided in writing.

13 Effective date

This MOU shall commence upon signing by both parties and, subject to Clause 14, shall remain in effect until #Insert date#. The parties may change this date by mutual consent in writing.

14 Termination

Either party may terminate this MOU at any time and for any reason by giving fourteen (14) days written notice to the other party.

15 Signatures

Executed as a Memorandum of Understanding

For #Party A#

For #Party B#

Signature

Signature

Signatory's Name

Signatory's Name

Signatory's Position

Signatory's Position

Witness Signature

Witness Signature

Witness Name

Witness Name

Example of completed & fictional MOU:

Memorandum of Understanding

This Memorandum of Understanding (**MOU**) is dated the _____ day of _____ 20____

Between **Dementia Hope NSW Pty Ltd** ABN 12 123 123 123
of 46 Smith Street, Smithville in the State of NSW **(D-Hope NSW)**

and **Residential Caring For You Pty Ltd** ABN 45 456 456 456
of 78 Jones Street, Jonesville in the State of NSW **(Res-Care)**

1 Purpose

This MOU between D-Hope NSW and Res-Care outlines a shared commitment to work collaboratively to facilitate better outcomes for the community and for the members of both organisations.

2 About Dementia NSW

D-Hope NSW is a health sector peak body representing people with lived experience of dementia who reside in NSW residential aged care facilities. Dementia NSW's members include individuals and corporate entities with an interest in research, treatment and cure of dementia, particularly with respect to individuals living in aged care or assisted living facilities.

3 About Res-Care

Res-Care is a provider of holistic aged care services which operates 20 residential aged care facilities across regional NSW. Every Res-Care residential aged care facility includes dementia care services. Res-Care is committed to providing improved care for people living with dementia.

4 Agreed outcomes

The parties intend that the operation of this MOU will achieve the following outcomes:

- a. that the parties work collaboratively to explore the level of demand in regional NSW for a dementia specific, residential-care research facility;
- b. that evaluation of the information and data obtained occur to assess the possibility of entering into a project for the construction of a dementia specific residential-care research facility;
- c. that opportunities for government funding for the proposed project be investigated, and
- d. any other outcomes as agreed in writing between the parties from time to time.

5 Guiding Principles

The parties commit to acting in accordance with the following guiding principles:

- a. at all times, care must be given to acting in the best interests of people living with dementia and their carers;
- b. the parties must mutually agree to the release of any information concerning the matters covered by this MOU before any information is released to the media, stakeholders, government or any competitor;

- c. both parties must act in a manner conducive of strengthening a mutually beneficial relationship;
- d. any activities contemplated as an outcome of this MOU must enhance the capacity of each organisation to support their members and those in their care;
- e. the parties will model values of respect, honesty, collaboration and cooperation, transparency, and accountability;
- f. that each party will cover their own costs of entering into this MOU and any activities conducted pursuant to it;
- g. engage in regular and inclusive communication, and
- h. Any other guiding principles as agreed in writing between the parties from time to time.

6 Recognition of Applicable Laws and Regulations

The parties recognise that their actions under this MOU and any resultant projects or arrangements must comply with all relevant laws, regulations and standards in their respective jurisdictions, both nationally and at the state and territory level. The parties reserve the right not to participate in any project or arrangement that would put them or their members at risk of breaching any law, regulation, or standard, or could pose a potential reputational risk.

7 No intention to create financial obligations

The parties agree that unless such an obligation on a party is set out Clause 4, this MOU does not create any financial or other obligation for the payment of monies by either party.

8 Intellectual Property

- a. Any previously created intellectual property shared by a party which is used in the implementation of this MOU remains the property of the party that provided it.
- b. The parties agree that any intellectual property jointly developed through activities covered under this MOU will be the intellectual property of both parties, and each party grants the other party a perpetual, royalty-free licence to use the jointly developed intellectual property.
- c. The parties agree that:
 - iii. no party may use any intellectual property owned by the other party or which has been jointly developed under this MOU until they have advised the other party of their intention in writing and the other party has consented in writing to that use, and
 - iv. no party may transfer their licence to use the jointly developed intellectual property to a third party without first obtaining the prior written consent of the other joint developer of the intellectual property.

9 Confidentiality

Each of the parties acknowledge and agree that they will use each other's confidential information only for the purpose of activities covered under this MOU. They will not disclose the other party's confidential information except as required by law or with the prior written consent of other party. Each party will, on request by the other party, return all of the other party's confidential information.

10 No intention to create legal relations

This MOU does not constitute a legally binding agreement between the parties.

11 Conflict resolution

The parties agree they will seek to resolve any conflict arising from the operation of this MOU through informal discussion. Any conflict not resolved may, by mutual agreement of the parties, be referred to mediation, with the costs of mediation being shared equally by the parties.

12 Amendment

This MOU may only be varied by mutual consent provided in writing.

13 Effective date

This MOU shall commence upon signing by both parties and, subject to Clause 14, shall remain in effect until 10 October 2028. The parties may change this date by mutual consent in writing.

14 Termination

Either party may terminate this MOU at any time and for any reason by giving fourteen (14) days written notice to the other party.

15 Signatures

Executed as a Memorandum of Understanding

For Dementia Hope NSW Pty Ltd

For Residential Caring For You Pty Ltd

Signature

Signature

Signatory's Name

Signatory's Name

Signatory's Position

Signatory's Position

Witness Signature

Witness Signature

Witness Name

Witness Name