

## Template for a Memorandum of Understanding (MOU)

### How to use this template

Every corporate partnership should have an agreement between the corporate and non-profit entity. It creates clarity on expectations for both parties and a common point of reference should relationship holders and circumstances change. A Memorandum of Understanding is the minimum basic agreement, but we recommend a stronger, legally binding affiliation agreement or similar if the partnership has many facets or desired commercial outcomes. This may be supplemented by a separate Non-Disclosure Agreement to enable sharing of confidential documents. Please feel free to adapt this template for your own use.

*Disclaimer:* this is not intended to be and does not constitute legal advice. We recommend that each party to an agreement seeks independent legal advice before entering into an MOU or other agreement.

### About this MOU

This Memorandum of Understanding (MOU) defines the terms of a partnership between Business A, and Business B, for better mutual understanding purposes and ensure a positive, transparent and accountable collaboration. It explains communication, information sharing and consultation processes, together with the partnership's governance structure and source of authority. It is not intended to be a legally binding arrangement.

### 1. Parties to the MOU:

The MOU is between:

- Business A, (ABN) Address
- Business B, (ABN) Address

### 2. Rationale/Scope

Explain why the partnership has come about

### 3. Partnership Goals and Objectives

#### **Business A's objectives**

List what Business A would like to get out of the partnership, for example:

- To demonstrate Business A is making a real difference to young people

- To continue to support X initiative
- To be seen as an important contributor towards X issue

**Business B's objectives**

List what Business B would like to get out of the partnership, for example:

- Financial support
- Campaign promotions and advocacy
- Access to skilled volunteers

**4. Partnership Summary**

**4.1 Investment**

**4.2 Duration**

**4.3 Promoting Business A's support**

**4.4 Communications**

**5. Summary of deliverables**

Outline detailed deliverable for both parties.

Deliverables		Frequency
Business B	Ensure all funds contributed by Business A are directed towards xxx	e.g. monthly,
	Provide updated information (case studies and pictures) about project x	quarterly,
	Promote the contribution through xxx materials and media	bi-annually
Business A	Commitment of \$x per year for x years paid in x instalments	annually
	Commitment of x placements etc.	or ongoing
	Promotion of the partnership to its stakeholders	

**6. Terms of agreement**

In delivering the outcomes in clause 5, each party agree to the following terms

**6.1 Business A agrees to:**

- For example...work towards the successful achievement of the deliverables listed in Clause 5
- Any other specific things that you want to list such as prior approval for

promoting the partnership

- Inform Business B of any issue that may impact on this MOU.

### 6.2 Business B agrees to:

- For example...work towards the successful achievement of the deliverables listed in Clause 5
- Any other specific things that you want to list such as prior approval for promoting the partnership
- Inform Business B of any issue that may impact on this MOU.
- Coordinate partnership meetings, insert a review point of the partnership (usually 6 months in the first year and an annual review thereafter).

## 7. Use of logo, images and materials

Each party will seek and gain written approval to use the other's logo and tagline, name and any quotes relating to the agreement, on each and every occasion it publishes materials relating to the agreement.

## 8. Roles and Responsibilities

The parties must have, at all times, one nominated person who is the key contact person and the person accountable for this partnership and an obligation to advise the other party immediately of any changes.

Business A

Name:

Title:

Phone:

Email:

Business B

Name:

Title:

Phone:

Email:

Partnership Group will be formed which will consists of Person 1, Person 2, Person 3 (preferably identify roles but you can also name key individuals) .... This group is accountable for:

- fostering collaboration
- removing obstacles to the partnership's successful delivery, adoption and use
- maintaining at all times the focus of the partnership on the agreed scope, outcomes and benefits
- monitoring and managing the factors outside the partnership's control that are critical to its success. The membership of the Partnership Group will commit to:

- attend scheduled Partnership Group meetings
- champion the partnership within and outside of work areas
- share all communications and information across all Partnership Group members
- make timely decisions and action to ensure the project is not delayed
- notify members of the Partnership Group, as soon as practical, if any matter arises which may be deemed to affect the development of the partnership
- attend all meetings and if necessary, nominate a proxy.

Members of the Partnership group expect:

- that each member will provide complete, accurate and meaningful information in a timely manner
- to give reasonable time to make key decisions
- to alert any potential risks and issues that could impact the project, as they arise
- to be open and have honest discussions
- to give ongoing partnership 'health checks' to verify the overall status and 'health' of the partnership.

### 9. Meetings

- All meetings will be chaired by either Person A from Company 1, or Person B from Company 2
- A meeting quorum will be two members of the Partnership group
- Decisions made by consensus (i.e. members are satisfied with the decision even though it may not be their first choice). If not possible, Partnership group Chair makes final decision
- Meeting agendas and minutes will be provided by Person C, from Company B, who will:
  - prepare agendas and supporting papers
  - prepare meeting notes and information.
- Meetings will be held as required while undertaking mutual business.
- If required, subgroup meetings will be arranged outside of these times at a time convenient to subgroup members.

### 10. Communication, Information Sharing and Consultation Process

Both parties should respect confidentiality of information sharing between the two partners, and with clients. When jointly pursuing business, neither partner will seek to gain business with target clients to the disadvantage of the other partner, unless by prior mutual agreement.

### 11. Conflict Resolution

Any dispute between the two partners will be resolved by a mutually agreeable third party mediator.

### 12. Review and Evaluation

A six-monthly review of the partnership will be conducted to ensure that both parties are satisfied that the partnership is meeting objectives. The review will include gaining feedback from clients and other key stakeholders who can provide information on the effectiveness of the partnership.

### 13. Resources

Both organisations will maintain electronic equipment for effective communications and the conduct of business. Where meetings are generated for mutually beneficial business development, each respective partnership will fund their own cost of travel and accommodation. Where client meetings require travel, the client will be requested to cover associated costs unless otherwise mutually agreed by the partners.

### 14. Termination of MOU

If either party is not satisfied with the project progress as documented in the annual review, a meeting is to be called and minted to address concerns and mutually determine the way forward. If there is no resolution, either party can serve a written notice period of 30 days.

### 15. Authorisation

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach the objectives stated in the MOU, to the best of their ability.

On behalf of Business B  
(insert ABN)

On behalf of Business A  
(insert ABN)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

## Partnership Resources

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

In the presence of

In the presence of

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_