

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) made effective the ____ day
of _____, 20__

Between:

[Other Party]
("Other Party")

- and -

xxxxxx company

(1) Introduction

[A brief description of the parties and their relationship, either new or ongoing. See below for some optional clauses that may be of application]

[The parties wish to become more intentional and strategic about collaborating and have set out a better defined means of achieving this. The University and [Other Party] wish to reinforce the mutually beneficial relationship so that both organizations can benefit from their respective expertise while respecting the autonomy of the other party.]

Although this MOU is not meant to be limiting, it is recognized that as of the creation of the MOU, the parties have a particular interest in collaborating on common interests of [research, teaching, land & infrastructure, and community engagement.]

It is now, therefore, the parties set out their understanding as follows:

(2) Term and Limitation

This MOU shall be effective on the date of execution and it is recommended that it shall be reviewed and renewed every three years.

This MOU serves to define the means to enhance and encourage further joint engagements; however, the parties acknowledge and agree this MOU is not meant to create a binding legal relationship, enforceable rights or obligations between them, but rather it is the expectation of the parties that if a joint project is pursued the parties, acting reasonably, shall negotiate and execute a legally binding agreement with respect to the same that will set out the obligations and responsibilities of each.

(3) Purpose

The purpose of this MOU is to better define the parties' current areas of engagement and areas of current or future strategic collaboration.

The second purpose of this MOU is to identify a process through which the parties may identify and commit to work collaboratively on current or future engagements, and this will be overseen by a working group, which is further and better defined in this MOU, and which will be following the Terms of Reference, a copy of which are set out in the attached Schedule A – Terms of Reference.

The intent of this MOU is to set in motion a process under which the two parties shall experience a greater degree of collaboration.

(4) Costs

The parties intend to contribute internal resources to complete the tasks set out in this MOU. The parties acknowledge and agree that any retention of third party consultants or the launch of any project requiring other resources, and associated cost sharing, shall be agreed to in writing in advance of any expenses being incurred.

(5) Working Group

The parties will establish a working group with representation from each party which will further the collaborative efforts.

The working group will be co-chaired by one member from [other party] and one from the University.

The members of the working group shall be those tasked by each of the parties to serve in such a role to increase the collaborations between the two parties.

Each of the parties may advise the other as to their representatives.

The working group shall perform the tasks as further and better described in the attached Terms of Reference.

The working group may identify opportunities for specific projects that would be further and better described in a more formal agreement in accordance with the next section of this MOU.

(6) Project Identification and Formalization

Either party or the working group may wish to see a specific initiative become a more formal business endeavour. Should the endeavour require specific commitments of time, resources and/or funds, and if the parties agree such an initiative would become a project, it would be subject to a formal agreement detailing the purpose, cost, term and responsibilities.

(7) Confidentiality

The parties agree to keep confidential and not disclose to others information designated as confidential and supplied for the purposes of developing a project or otherwise under the scope of this MOU.

(8) Termination

Either party may terminate this MOU upon providing the other with 90 days' notice of its intention to do so, and any work, collaborative opportunity or project would continue upon the expiration of the notice period unless the parties determine that a collaborative opportunity or project should cease.

(9) Relationship

The parties agree that this MOU does not and is not intended to create a partnership or joint venture, and that each party remains independent of the other and that no action of one creates any obligation of the other unless that other party has agreed, in advance and in writing, to be bound by that obligation.

(10) Amendments

This MOU shall not be amended, modified, supplemented or altered except as agreed upon by the parties in writing.

Signed by [Other Party] this ____ day of _____, 20__

[Other Party]

Name

Title

Name

Title

Signed by xxxxxx company this ____ day of _____, 20__

xxxxxx company

Name and Title

Schedule A - Terms of Reference
Joint [Other Party] & xxxxxx company

I: Background

II: Principles

The joint [Other Party]-xxxxxx company steering committee will be based on many of the same guiding principles that underlie the MOU as a whole. The MOU was formed on the basis that both parties have a desire to enhance the longstanding history of collaboration and intersecting areas of work between the two organizations.

More specifically, the conduct of the steering committee is to be guided by the belief that the best work will arise through:

- intentional and strategic collaboration;
- innovative and creative problem solving;
- integrity, honesty, and a commitment to act in good faith;
- purposeful efforts to work together on issues of mutual concern; and
- respect for the autonomy, processes, values, and mandates of both parties.

III: Purposes

The purposes of [Other Party]-xxxxxx company steering committee are as follows:

- 1) *Implementation of the memorandum of understanding:* The two parties agree to work collaboratively in intentional and strategic ways and so are agreeing to enter into a memorandum of understanding. The steering committee shall seek to implement this memorandum of understanding in such a way that respects the guiding principles described above.
- 2) *Champion [Other Party]-xxxxxx company collaboration:* The steering committee shall facilitate and encourage intentional collaboration in such a way that the expertise that exists in both organizations can be leveraged for mutual benefit and such that both entities and the relationship can be meaningfully engaged in the community. r

- 3) *Problem solving*: The steering committee is meant to proactively facilitate conversations between the two parties on issues of shared interest. In so doing, it is desired that the steering committee will actively solve problems in such a way that supplements the internal processes of both parties while not abrogating or derogating from them.
- 4) *Information sharing*: As appropriate and respecting the confidential nature of some information, the steering committee can share information that is of concern or interest to the other party. This is meant to facilitate conversation on issues of mutual interest.
- 5) *Project oversight*: The steering committee shall provide oversight to any joint projects that result from this memorandum of understanding.

IV: Membership

The members of the steering committee shall be as follows:

From [Other Party]:

- Title
- Title
-

From xxxxx company :

- Title
- Title
-

Both parties may involve other individuals if doing so will bring mutual benefit to the steering committee. Members of the steering committee can permanently assign a designate to act on their behalf on the steering committee, but temporary substitutions should be avoided if at all possible.

V: Responsibilities

Individually, the responsibilities of the steering committee members are to:

- attend, participate in, and come prepared for meetings;
- work to achieve the purposes of the steering committee listed above, and;
- conduct themselves in a manner that befits the guiding principles listed above;

Collectively, the responsibilities of the steering committee are to:

- appoint two persons to act as co-chairs, one from [Other Party] and one from xxxxx company , to assist with the functioning of the committee and the running of meetings;
- as necessary, create *ad hoc* committees on issues that require more detailed examination or study that would report back to the steering committee; and
- as necessary, request the assistance of others for the work of the steering committee or an *ad hoc* committee when the current membership is not deemed to have the necessary expertise, experience, or capacity.

VI: Meeting Operations

The steering committee shall meet at least _____ times a year, with the option to call additional meetings if deemed necessary by the co-chairs. The co-chairs are responsible for calling the meetings at a mutually agreeable time. The meetings may be hosted alternately by the two parties and shall be held at a location deemed appropriate by the host. The host party for the meeting is responsible for providing administrative support during and leading up to that meeting of the steering committee.

Decision making is not the primary purpose of this steering committee, as the steering committee is focused on implementing the memorandum of understanding, problem solving, and information sharing. When it is necessary, decisions on direction for the steering committee shall be done by consensus and in a manner that adheres to the principles of the steering committee.

VII: Areas of Work

Although this steering committee is meant to enhance any aspect of the [xxxxxx company]/xxxxxx company relationship, it is important to both bodies to outline the key areas of work that we mutually want to address through this committee. These working areas are not meant to be wholly inclusive; rather, they are a starting point to guide agendas and work arising from the committee and should be revisited frequently by this steering committee as our relationship and MOU evolve. Identified areas of work are as follows:

[List Specific areas of collaboration]

Project Collaboration: As projects or initiatives arise in these or other identified areas, the work may be realized in different ways depending on the scope of the work. In some cases, steering committee members may simply facilitate interactions between organizational contacts, stewarding the work but not directly involved. In other cases, it may be deemed appropriate to establish an ad hoc “task team” to move a project forward.

Regardless of how the work manifests, it will be the role of steering committee members to steward mutually agreed to work within their respective organizations and to ensure its completion and success.

VII: Duration

The steering committee shall exist and shall meet so long as the memorandum of understanding dated _____ between [Other Party] and xxxxxx company is in effect and it is deemed to be in mutual benefit of both parties.

VIII: Accountability

As the steering committee does not have any binding decision-making powers, the steering committee must report out desires, directions, and proposed initiatives to the appropriate person, office, or governing body of each respective party. The steering committee does not have the authority to unilaterally augment the decision-making processes of either of the parties, but it is able to provide advice or recommendations as to the desired direction of future work. Ultimately, each of the parties must follow their regular processes for decision making.

Any changes to these terms of reference shall be changed upon the approval of the _____ of xxxxxx company and the [Other Party].