

NON-BINDING MEMORANDUM OF UNDERSTANDING

Project: [PROJECT NAME] **Effective Date:** **Governing State:** [STATE]

This Memorandum of Understanding (this "Memorandum") is entered into and made effective as of (the "Effective Date"), by and among:

Partner A: [PARTNER A NAME], a Corporation, with an address of [PARTNER A ADDRESS], acting by and through [PARTNER A AUTHORIZED SIGNATORY NAME], its [PARTNER A SIGNATORY TITLE] ("Partner A");

Partner B: [PARTNER B FULL LEGAL NAME], a Corporation, with an address of [PARTNER B ADDRESS], acting by and through [PARTNER B AUTHORIZED SIGNATORY NAME], its [PARTNER B SIGNATORY TITLE] ("Partner B");

Partner A and Partner B are each a "Partner" and together the "Partners."

This Memorandum supersedes all prior or simultaneous representations, discussions, negotiations, and memoranda between the Partners, whether written or oral, concerning its subject matter.

1. Recitals and Purpose

WHEREAS, the Partners wish to establish a framework for coordinated collaboration on the project known as [PROJECT NAME] (the "Project");

WHEREAS, each Partner brings complementary capabilities, resources, and expertise relevant to the Project; and

WHEREAS, the Partners desire to memorialize their mutual understanding of the goals, roles, and general approach to the Project, without creating legally enforceable rights or obligations except as expressly set forth herein;

NOW, THEREFORE, the Partners set forth the following understanding:

Purpose. [PURPOSE]

2. Non-Binding Nature

THIS MEMORANDUM IS NOT A LEGALLY BINDING AGREEMENT. It is an expression of the Partners' mutual intent to work together cooperatively toward the Project. Except as may be expressly stated elsewhere to the contrary, nothing in this Memorandum:

1. creates any legally enforceable right, benefit, obligation, duty, fiduciary relationship, partnership, joint venture, agency, employment, trust responsibility, or contractual commitment between or among the Partners;
2. obligates any Partner to expend any funds, enter into any subsequent contract, procure any goods or services, or make any commitment of personnel, facilities, or other resources; or
3. provides a basis for any claim for monetary damages or specific performance.

This Memorandum is intended to be a structured statement of intent. Any Partner may withdraw its participation at any time in accordance with Section 7 below without incurring liability to any other Partner.

3. Scope of the Project

What this Memorandum covers. [SCOPE WHAT THIS MOU COVERS]

4. Coordination and Cooperative Effort

Each Partner will work together in a coordinated fashion toward the fulfillment of the Project. To the extent practicable, each Partner will participate in the planning, development, and execution of the Project, consistent with the Partner's mission, capabilities, and available resources.

Non-exclusive. Nothing in this Memorandum restricts any Partner from participating in similar arrangements with other public or private agencies, organizations, or individuals. This Memorandum does not create any exclusive dealing obligation.

5. Responsibilities of the Partners

Partner A ([PARTNER A NAME]): [PARTNER A RESPONSIBILITIES]

Partner B ([PARTNER B FULL LEGAL NAME]): [PARTNER B RESPONSIBILITIES]

The foregoing responsibilities are expressions of each Partner's intent and anticipated contribution to the Project. They are not enforceable contractual obligations. Each Partner will endeavor in good faith to perform its stated responsibilities, subject to available resources and changing circumstances.

6. Resources and Contributions

No funds transferred under this Memorandum. Nothing in this Memorandum obligates any Partner to transfer funds to any other Partner. Any endeavor involving the reimbursement or contribution of funds between the Partners shall be handled in accordance with applicable laws, regulations, and procedures, and shall be documented in one or more separate, independently authorized written agreements.

7. Term, Termination, and Renewal

Initial term. This Memorandum shall take effect on the Effective Date and shall continue for an initial term of 2nd (2) years (the "Term"), unless earlier terminated in accordance with this Section 7.

Termination by any Partner. Any Partner may terminate its participation in this Memorandum at any time by providing at least 30 days' prior written notice to the other Partner. No cause is required. The terminating Partner shall not be liable for any damages or other consequences of termination, except that the terminating Partner shall continue to observe any obligations that survive termination as described in this Memorandum.

Transition. During the notice period, the Partners shall cooperate in good faith to transition ongoing work, return shared materials, and wind up activities under the Project in an orderly manner.

Survival. The following provisions shall survive expiration or termination of this Memorandum: Section 2 (Non-Binding Nature / Binding Agreement, as applicable), Section 9 (Confidentiality) for the confidentiality period stated therein, return and destruction of materials, governing law, dispute resolution, and any other provision that by its nature is intended to survive.

8. Intellectual Property

IP deferred. Intellectual property rights arising from or relating to the Project are not addressed by this Memorandum. The Partners will negotiate a separate formal agreement to address ownership, licensing, publication rights, and other IP matters prior to commencing any activity that is reasonably likely to generate intellectual property of material value.

9. Confidentiality

In connection with the Project, a Partner (the "Disclosing Partner") may share with another Partner (the "Receiving Partner") information that is non-public, proprietary, or confidential ("Confidential Information"). Confidential Information includes information identified as confidential at the time of disclosure and any other information that a reasonable person would understand to be confidential under the circumstances.

Obligations. Each Receiving Partner shall: (a) use Confidential Information solely for the purpose of the Project; (b) protect Confidential Information using at least the same degree of care it uses to protect its own confidential information of similar sensitivity, and in any event no less than a reasonable degree of care; (c) limit disclosure to personnel with a need to know who are bound by obligations of confidentiality at least as protective as those herein; and (d) not disclose Confidential Information to any third party without the Disclosing Partner's prior written consent.

Exclusions. Confidential Information does not include information that the Receiving Partner can demonstrate by written records: (1) was public at the time of disclosure or became public through no fault

of the Receiving Partner; (2) was rightfully known without a confidentiality obligation before disclosure; (3) was lawfully received from a third party without a confidentiality obligation; (4) was independently developed without reference to the Confidential Information; or (5) is required to be disclosed by court order or government authority, provided the Receiving Partner promptly notifies the Disclosing Partner and cooperates in seeking a protective order.

Duration. Confidentiality obligations shall continue for 3 years after termination or expiration of this Memorandum. For information that constitutes a trade secret under applicable law, obligations shall continue for as long as such information retains trade-secret status.

Return or destruction. Upon termination of the Project or the Disclosing Partner's written request, the Receiving Partner shall return or destroy all Confidential Information, including copies, and certify compliance in writing.

11. Dispute Resolution

Mediation. If any disagreement arises between or among the Partners concerning this Memorandum, the Partners shall first attempt in good faith to resolve the matter through non-binding mediation conducted in [VENUE CITY FOR DISPUTES], [STATE]. Mediation is non-binding and either party may withdraw at any time without prejudice.

12. General Provisions

Governing Law. This Memorandum shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict-of-laws rules.

Relationship of the Partners. Nothing in this Memorandum creates a partnership, joint venture, agency, employment, or fiduciary relationship among the Partners. No Partner has authority to bind any other Partner.

No third-party beneficiaries. This Memorandum is solely for the benefit of the Partners and does not confer any rights on any other person or entity.

Amendment. This Memorandum may be amended only by a written instrument signed by authorized representatives of all Partners. For avoidance of doubt, email exchanges alone do not constitute a written amendment unless expressly agreed in a signed writing.

Severability. If any provision of this Memorandum is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to be enforceable while preserving the Partners' original intent.

Assignment. No Partner may assign or transfer its rights or obligations under this Memorandum without the prior written consent of the other Partner.

Counterparts and Electronic Signatures. This Memorandum may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall be valid and binding under the federal Electronic Signatures in Global and National Commerce Act (ESIGN Act, 15 U.S.C. §§7001–7006) and the Uniform Electronic Transactions Act (UETA) as adopted in the governing state.

Notices. Any notice under this Memorandum shall be in writing and delivered to the addresses in the preamble by hand, overnight courier, certified mail (return receipt requested), or email with acknowledgment of receipt.

Entire Understanding. This Memorandum constitutes the entire understanding of the Partners with respect to its subject matter and supersedes all prior or contemporaneous representations, discussions, negotiations, and memoranda, whether written or oral.

Signatures

The Partners have caused this Memorandum to be executed by their duly authorized representatives as of the Effective Date.

Partner A

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Partner B

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE