MEMORANDUM OF UNDERSTANDING

This memorandum is dated [Effective date].

Parties

(1) [Your company name], a company registered in England and Wales with company number [Your company number], whose registered office is at [Your company address]; and

(2) [Other party name], registered with number [Other party company number], of [Other party address],

each a "Party" and together the "Parties".

Background

(A) The Parties wish to work together for the following purpose: [Purpose] (the "Purpose").

(B) This memorandum records how they intend to do so. Except as clause 7 says, it is not intended to be legally binding.

Agreed terms

1. Aims and principles

1.1 The Parties will work together in good faith to achieve the Purpose.

1.2 In doing so, each Party will:

(a) share information that the other reasonably needs, subject to clause 5 and to the law, including data protection law;

(b) keep the other informed of anything likely to affect the Purpose;

(c) act in a way that does not damage the other's reputation; and

(d) keep to the law and to its own policies.

2. What each Party will do

2.1 [Your company name] intends to: [Our responsibilities]

2.2 [Other party name] intends to: [The other party's responsibilities]

2.3 Each Party remains responsible for its own staff, decisions and activities. Neither Party is the agent or partner of the other, and neither may make commitments on the other's behalf.

3. Working together

3.1 Each Party will name a lead contact for the arrangement and tell the other if that person changes.

3.2 The lead contacts will review progress [How often the parties review progress], and will agree any changes to the arrangement in writing.

3.3 The Parties will try to settle any disagreement about the arrangement by discussion between their lead contacts and, if that fails, between their senior managers.

4. Duration

4.1 This memorandum starts on [Start date] and continues until [End date], unless the Parties agree in writing to extend it.

4.2 Either Party may end this memorandum at any time by giving the other [Notice period (days)] days' written notice. Neither Party will have any claim against the other for ending it.

5. Confidentiality

5.1 Each Party will keep confidential any information the other gives it in connection with this memorandum that is marked as confidential or that is obviously confidential, and use it only for the Purpose.

5.2 This does not apply to information that is public, or that a Party must disclose by law, under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, or to a regulator. Nothing in this memorandum prevents a protected disclosure under the Public Interest Disclosure Act 1998.

5.3 Neither Party will make a public announcement about this memorandum, or use the other's name or logo, without the other's written agreement.

[Note: Clause 5.2 mentions freedom of information because public bodies, including many universities and NHS bodies, must respond to requests for information they hold. Scotland has its own Freedom of Information (Scotland) Act 2002; change the reference if the other party is a Scottish public body.]

6. Costs and intellectual property

6.1 Each Party will pay its own costs of taking part in the arrangement, unless the Parties agree otherwise in a separate written contract.

6.2 Each Party keeps ownership of the intellectual property it brings to the arrangement. If the Parties expect to create something together, they will agree in writing who owns it before they start.

7. Status of this memorandum

7.1 This memorandum is a statement of the Parties' intentions. It is not intended to create legal relations, and it does not oblige either Party to do anything, except for clauses 5 (Confidentiality), 6.1 (Costs), 7 (Status of this memorandum) and 8 (General), which are binding.

7.2 If the Parties decide that either of them is to provide goods or services to the other, or pay the other, they will do so only under a separate written contract.

[Note: An MoU can become binding if its wording, or how the parties behave, shows they meant to be bound. Keep the intended activities in clause 2 as intentions, and put any payment, exclusivity or obligation to deliver in a contract.]

8. General

8.1 A change to this memorandum is valid only if it is in writing and signed by both Parties.

8.2 Only the Parties may enforce the binding clauses. The Contracts (Rights of Third Parties) Act 1999 does not apply.

8.3 This memorandum may be signed electronically and in counterparts.

8.4 This memorandum, and any dispute arising from it, are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Signed for and on behalf of [Other party name]

Signature _____

Name _____

Position _____

Date _____

Signed for and on behalf of [Your company name]

Signature _____

Name _____

Position _____

Date _____

About this template

A starting point to adapt, not legal advice. The law differs between England and Wales, Scotland and Northern Ireland, and it changes: check this fits your situation, and take legal advice for anything significant. Replace each [placeholder] in violet, follow or delete each [Note], then delete this box. Last reviewed October 2026. Send it for signature with Sign2Approve: sign2approve.com/templates/memorandum-of-understanding