

Memorandum of Understanding

This Memorandum of Understanding is made on [Day Month Year]

BETWEEN

[LEGAL NAME OF ORGANISATION 1] ABN [XX XXX XXX XXX] of [Address] ([Short name of Party 1])

AND

[LEGAL NAME OF ORGANISATION 2] ABN [XX XXX XXX XXX] of [Address] ([Short name of Party 2])

BACKGROUND

- A. The [insert name of your collaboration] (the **Collaboration**) is a group of two or more Members which aims to achieve the Collaboration Purpose.
- B. The Collaboration has been operating since [commencement date].
- C. The Members confirm they are the only members of the Collaboration.
- D. The Funded Member will receive and administer a grant from PRF in connection with the Grant Round on behalf of the Collaboration.
- E. The Members intend to cooperate as a Collaboration as set out in this Memorandum of Understanding (**MOU**).

1 INTERPRETATION

1.1 In this MOU, unless specified otherwise, a reference to:

- (a) a person includes a natural person, partnership, body corporate, association, governmental authority or agency, or other entity;
- (b) the individual includes the plural and vice versa;
- (c) a document includes the document as changed or replaced from time to time; and
- (d) this MOU includes any schedule or annexure;
- (e) any agreement, representation, warranty or indemnity:
 - (i) by two or more parties binds them jointly and severally;
 - (ii) in favour of two or more parties is for the benefit of them jointly and severally; and
- (f) (definitions):
 - (i) **Collaboration** means the [insert Collaboration name].
 - (ii) **Collaboration Purpose** means the purpose of the Collaboration as described in clause 4 (Purpose and Context).
 - (iii) **Funded Member** means the Member responsible for receiving the PRF grant and administering it on behalf of the Collaboration for the Collaboration Purpose.
 - (iv) **Grant Round** means PRF's Dads on Track Grant Round.
 - (v) **Key Responsibilities** means, in respect of each Member, the responsibilities described in clause 6.2.
 - (vi) **Member** means an organisation that is party to this MOU and part of the Collaboration.
 - (vii) **MOU** means this Memorandum of Understanding.
 - (viii) **PRF** means the Paul Ramsay Foundation.
 - (ix) **PRF Grant** means funding received by the Funded Member from PRF under a funding agreement in connection with the Grant Round.

2 STATUS OF THIS DOCUMENT

Except clauses 2 (Status of this document) and 9 (Confidentiality and Privacy), the Members agree that this MOU does not create any legally binding relationships between any of the parties, or confer any legal rights, or impose any legal obligations on any party to this MOU. As part of their mutual commitment, the Members agree to act in the spirit of this MOU.

3 TERM

3.1 The Collaboration agrees that this MOU will commence on [insert start date for this MOU] and will end on [insert end date for this MOU]], unless terminated earlier.

- 3.2 Each Member can decide, at any time during the above term, to exit this MOU by giving the other Members at least [60] days' written notice in advance of their intended end date (**Exit Notice**). In the case of a Member exiting the MOU:
- (a) the MOU will continue to apply to the remaining Members; and
 - (b) the remaining Members agree to collaborate in good faith to revise the Key Responsibilities as necessary to achieve the Collaboration Purpose.
- 3.3 If the Funded Member gives an Exit Notice or the number of Members drops below two, the remaining Members agree to notify PRF of the Exit Notice and/or that the number of Members has dropped below two.
- 3.4 The parties acknowledge that given the collaborative nature of the Grant, in the event of an Exit Notice or a change to Member numbers under clause 3.3, PRF may terminate the PRF Grant, if a mutually acceptable solution cannot be agreed upon.
- 3.5 The parties agree that if the PRF Grant terminates for any reason, this MOU will terminate with immediate effect.

4 PURPOSE AND CONTEXT

The purpose of this MOU is to establish a framework by which the Members will work together to [insert the purpose of the Collaboration].

5 PRINCIPLES

- 5.1 While part of the Collaboration, each Member agrees to act in the spirit of the following principles:
- (a) **Pursuing the Collaboration Purpose:** Each Member will pursue the Collaboration Purpose by carrying out its Key Responsibilities.
 - (b) **Supporting the Funded Member:** Members will support the Funded Member to meet its responsibilities as Funded Member, including responsibilities related to assurance, reporting or complying with laws and regulations. This may include sharing information in a timely way, taking reasonable actions or otherwise collaborating with the Funded Member.
 - (c) **Collaboration and Equality:** Nothing in this MOU is intended to set a Collaboration hierarchy and all Members are free to contribute and collaborate as equals. Members will use their best efforts to treat each other respectfully and equally while collaborating as a Collaboration.
 - (d) **Financial relationships:** The Funded Member is responsible for determining how to administer the PRF Grant on behalf of the Collaboration and may require specific arrangements to be in place. The Funded Member will act in good faith in to pursue the Collaboration Purpose and the principles in this MOU.
 - (e) [Collaborations to consider adding other core 'principles' for how the Collaboration will collaborate]

6 GOVERNANCE

6.1 The Collaboration's governance arrangements are as follows:

- (a) **MOU:** Each Member will remain party to this MOU for as long as they are part of the Collaboration.
- (b) [Collaboration to consider adding other 'Governance' settings. NB: PRF does not require these]

6.2 The Key Responsibilities of each Member is described as follows:

Member	Key Responsibilities <i>1-2 bullet points to describe the responsibility of each Member for the Collaboration.</i>
[Short name for party 1] (Funded Member)	<ul style="list-style-type: none">• Enter into and maintain funding agreement with PRF.• Administer the PRF Grant on behalf of the Collaboration.• [insert any other relevant or additional responsibilities]
[Short name for party 2] (Member)	<ul style="list-style-type: none">• [insert]

7 PUBLICATIONS AND PUBLICITY

7.1 [OPTIONAL: Any public announcements or statements (including to the media) about any of the matters dealt with in this MOU will first be agreed between the Members before their release or publication.]

7.2 No Party may use another Party's logo or marks without first submitting a sample of the proposed use to the other for its review and receiving the other's prior written approval (which the other Party may withhold for any reason and may be subject to conditions).

8 INTELLECTUAL PROPERTY

Nothing in this MOU affects a party's ownership of any intellectual property, intellectual property rights, or creates any right, title, interest or license in any intellectual property owned or licensed by a party.

9 CONFIDENTIALITY AND PRIVACY

9.1 For the purpose of this MOU, Confidential Information means all information marked as "Confidential", or any information which the Receiving Party ought to reasonably know is confidential, as disclosed by one Member (**Disclosing Party**) to another Member (**Receiving Party**) within the Collaboration, or any employees or agents of the Receiving Party.

- 9.2 The Members acknowledge that it may be necessary for them to share or exchange Confidential Information in order to operate within the Collaboration.
- 9.3 Each Member undertakes to treat as confidential all Confidential Information obtained from another Member, and undertakes not to divulge any Confidential Information to any person without first obtaining the consent of the other Members in writing.
- 9.4 Each Member will take such reasonable steps to provide for the safe custody of any and all Confidential Information in its possession and to prevent unauthorised access thereto or use thereof.
- 9.5 Each Member, to the extent it deals with “personal information” or “sensitive information” (as defined in the *Privacy Act 1988* (Cth)) (**Privacy Act**), will comply with the Australian Privacy Principles as set out in the Privacy Act.

10 VARIATION

No variation of this MOU will be effective unless in writing and signed by each Member.

11 COUNTERPARTS

This Agreement may be executed in separate counterparts and such counterparts when executed will be one original document.

[PLEASE INSERT A SIGNATURE BLOCK FOR EACH MEMBER. EXAMPLE SIGNATURE BLOCKS PROVIDED BELOW]

SIGNED for and on behalf of [*Legal name and ABN of Member*]

Name:

Signature:

Date:

SIGNED for and on behalf of [*Legal name and ABN of Member*] by its authorised representative:

Signature of authorised representative

Name of authorised representative

Date

EXECUTED for and on behalf of [*Legal name and ABN of Member*] in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director/Secretary

Name

Name

DRAFT