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| **Created by:**  [Partner B. FirstName][Partner B. Last Name][Partner B. Company] |

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| **Prepared for:**  [Partner A. FirstName] [Partner A. Last Name]  [Partner A. Company] |

This Memorandum of Understanding (MOU) is entered on the (number) day of (month) in (year) (herein referred to as the "Effective Date") into by and between:

[Partner A. FirstName] [Partner A. Last Name] of [Partner A. Company] of [Partner A. Street Address]​ [Partner A. City] [Partner A. State] [Partner A. Postal Code] (herein referred to as "Partner A") and

[Partner B. FirstName] [Partner B. Last Name] of [Partner B. Company] of [Partner B. Street Address]​ [Partner. City] [Partner B. State] [Partner B. Postal Code] (herein referred to as "Partner B"). Parties may be referenced individually as "Party" and collectively as "Parties".

Recitals:

**WHEREAS**, Partner A is in the business of (Enter specific business activities here. Include information on the business' industry, specialized expertise, market presence, organizational mission, and other details relevant to the potential partnership).

**WHEREAS,** Partner B is in the business of (Enter specific, relevant business activities here).

**WHEREAS**, Partner A desires to (Enter Partner A's intention for the partnership. For example: "engage with a strategic partner to manufacture specialized parts at a competitive rate" or "engage with a marketing partner to achieve better advertising return on investment").

**WHEREAS**, Partner B desires to (Enter Partner B's intention for the partnership).

**WHEREAS**, Parties collectively desire to enter into this MOU to memorialize the terms and conditions of their anticipated collaboration.

**NOW, THEREFORE**, the Parties agree to the following terms and conditions:

## A. Purpose

The purpose of this MOU is to establish a good-faith foundation between the Parties for future collaborative efforts that are mutually beneficial. The Parties agree to work together in a cooperative and coordinated manner to achieve each Party's individual desires and the collective desires of the partnership.

This MOU is designed to detail the specifics of the working relationship between the Parties to vet the success of the potential business collaboration. This MOU does not obligate the Parties to provide funds or payment. This MOU does not bind Parties to any legal obligations.

## B. Roles and responsibilities

To achieve Parties' mutual desires, each party agrees to the following roles and responsibilities.

Prater A Roles and Responsibilities shall include (Enter Partner A's responsibilities here. Be as specific as possible, and list the information directly related to Partner A's business and desires as listed in the recitals. Include details such as reporting requirements, purchase dates, deadline dates, and other pertinent information that needs to be noted).

Partner B Roles and Responsibilities shall include (Enter Partner B's responsibilities).

Parties agree to uphold their roles and responsibilities in a committed, good-faith manner.

## C. Resources

To further the business relationship between the Parties, the Parties agree to provide the following resources.

Party A shall provide (Enter resources here. This could include delivering services, dedicating specialized staff, applying technology, or providing financial resources. As always, be specific and include purchase amounts, descriptions of specialized skills, and other pertinent information that needs to be noted).

Party B shall provide (Enter resources here).

Parties agree to provide the resources above at a minimum. The Parties may agree to provide additional resources in future agreements.

## D. Confidentiality

Parties agree that they each use confidential, sensitive information to achieve their individual business goals. Due to the nature of the Parties' businesses and intent to establish a working relationship together, confidential information may be shared between the Parties.

The Parties agree to keep all confidential information and trade secrets in the strictest of confidence during the working relationship. Parties may not share any disclosed confidential information with unauthorized third parties. Parties may, at their discretion, enter into a Non-Disclosure Agreement to ensure sensitive information and trade secrets are kept confidential.

## E. Entire agreement

The Parties agree this MOU represents the most current agreement between the Parties and supersedes all other written or oral agreements. If Parties wish to update the terms or otherwise adjust provisions of this MOU, Parties shall do so by the drafting and signing of a new MOU or partnership contract.

## F. Term and termination

This agreement shall be effective from the Effective Date of this MOU until. Both Parties may terminate this MOU by means of signing a termination addendum.

The undersigned Parties acknowledge and agree to this MOU:

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| [Partner A. Company] [Partner A. Title]​  [Partner A. FirstName] [Partner A. Last Name] | [Partner B. Company] [Partner B. Title]​  [Partner B. FirstName][Partner B. Last Name] |