

Example Memorandum of Understanding

BETWEEN **[YOUR INSTITUTE]**

[Address]

AND **OTHER INSTITUTE**

[Address]

This Memorandum of Understanding (MOU) witnessed that the two organisations (parties) intend to work in collaboration in the development and delivery of quality international learning experience programs for Australian students, together with other related education and training activities including teacher and student exchange.

1. Rationale

In response to the demand for international learning experience programs for students **[YOUR INSTITUTE]** and **[OTHER INSTITUTE]** intend to work in collaboration to provide overseas opportunities for students, graduates and staff.

2. Scope

The two organisations have intention to explore collaboration in the following areas:

- Overseas study programs
- Overseas internship programs
- Overseas staff professional development programs
- Teacher and student exchange
- **[OTHER AREAS OF POTENTIAL COLLABORATION]...**
- **[IF YOU ARE WORKING ON A SPECIFIC PROJECT, YOU CAN INCLUDE SPECIFIC DETAILS ABOUT THAT PROJECT, AND THE VARIOUS TASKS THAT EACH SIDE WILL UNDERTAKE, HERE]...**

3. Professional Standard

Both institutions shall not engage in conduct that is illegal, unethical, misleading or deceptive or likely to mislead, deceive or undermine the reputable name of the two parties.

4. Confidentiality

Each party undertakes to respect the confidentiality of all confidential information relating to the intellectual property, business practices or clientele of the other party. Any disclosure of such information may only be made with the prior written consent of the other party, and the parties shall enter into confidentiality agreements where reasonably requested to do so.

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5. Term of this MOU

This MOU shall become effective on the date of signing by both Parties. Subject to 7 below, it shall remain in force until **[DATE – USUALLY AN MOU SHOULD BE RENEWED AT LEAST EACH 2–3 YEARS]**. The term of this MOU may be extended by mutual written consent of both the parties.

6. Termination

In the event of a material dispute arising or in the event the Parties have been unable despite good faith efforts to reach mutual agreement, either Party may elect by delivery of written notice to the other to terminate this MOU at any time given one month's prior written notice.

7. Not Legally Binding

Nothing in this MOU will create a legal relationship between the Parties or be legally binding on them. This MOU does not serve as a formal agreement, but serves to affirm the intent of the Parties to work together in good faith in an attempt to progress the matters described in this MOU. A formal agreement that specifies all detailed terms and conditions is to be developed and signed for any actual cooperation programs to be implemented.

**Signed for and on behalf of [YOUR
INSTITUTE]**

(Representative Signature)

(Representative Name & Position)

(Witness Signature)

(Witness Name)

(Date)

**Signed for and on behalf of [OTHER
INSTITUTE]**

(Representative Signature)

(Representative Name & Position)

(Witness Signature)

(Witness Name)

(Date)

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