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**MEMORANDUM OF UNDERSTANDING**

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Parties

1. YORK ST JOHN UNIVERSITY incorporated and registered in England and Wales with company number 04498683 whose registered office is at Lord Mayor’s Walk, York, YO31 7EX
2. [INSTITUTION] whose principal address is at [address]

BACKGROUND

1. The parties intend to cooperate and collaborate in relation to [description of activity or project], which aims to [description of aims].
2. This Memorandum of Understanding (**MOU**) sets out the basis on which the parties will work together.

Agreed terms

1. Collaborative activities
   1. The parties may undertake the following activities in collaboration with each other:
      1. [description of main activity, including relevant details]
      2. [description of any ancillary activities e.g. promoting and publicising their collaboration]
      3. [any other activities]
   2. Where the activities described above require separate legally binding agreements, the parties shall enter into the necessary documentation to set out the specific details and obligations of the collaboration.
2. Term and termination
   1. This MOU shall commence on the date of signature by both parties and shall continue for a period of [number] years.
   2. Either party may terminate this MOU by giving at least [number] months’ notice in writing to the other party.
3. Charges and liabilities
   1. Except as otherwise provided, the parties shall bear their own costs and expenses in complying with their obligations under this MOU.
   2. Both parties shall remain liable for any losses or liabilities incurred due to their own or their employees’ actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MOU.
4. Status
   1. This MOU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MOU. The parties enter into the MOU intending to honour all their obligations. In the event of any dispute, this MOU shall be construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.
   2. Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.
5. Authority

Each party warrants that it is duly authorised to enter into this MOU.

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| --- | --- | --- | --- |
| Institution | Name and position of authorised signatory | Date | Signature |
| York St John University | Professor Karen Bryan Vice Chancellor |  |  |
| [Institution] |  |  |  |