**MEMORANDUM OF UNDERSTANDING**

[PRIME GRANTEE]

[Grantee Address]

AND

[SUBGRANTEE]

[Subgrantee Address]

For

[Program Name]

This Memorandum of Understanding is dated [Effective Date] and is between [Grantee] (“**Grantee**”) and [Subgrantee], (“**Subgrantee**”) jointly known as the “**Parties**.” The purpose of this Memorandum is to manage expectations between the Parties prior to the issuance of an actual grant, with respect to our joint efforts to submit a proposal to carry out work under [Program Name] (the “**Program**”) offered by [Agency/Organization soliciting proposals] (the “**Agency**”).

**I. Expertise of the Parties**

The Parties understand that each company brings knowledge and expertise that may enhance the other Party when combined. **Grantee** specializes in [*e.g., international development projects and consulting services in a wide range of areas, including land tenure and land titling; natural resource management, governance, and rights; agriculture; economic growth and poverty reduction; post-conflict transitional issues; and health and infectious diseases*]. **Subgrantee** brings [*e.g., extensive science, policy, and implementation expertise, as well as technical advisory services in natural resource management, biodiversity conservation, securing resource rights, participatory mapping, policy improvement, and economic growth*].

**II. Responsibilities of Subgrantee**

To develop the opportunities expected from [Program Name] **Grantee** anticipates naming **Subgrantee** as a potential subcontractor for the proposed grant to perform work consistent with **Subgrantee’s** area of expertise. **Grantee** will keep **Subgrantee** apprised of any changes in the proposed scope of work.

In the event the Agency awards **Grantee** a grant for the proposed effort, the Parties agree to negotiate in good faith and proceed in a timely manner to conclude a mutually acceptable subcontract covering the proposed scope of work.

[The following clauses are drafted to be binding, and so this template has been drafted to include termination and dispute resolution clauses in Section VII and VIII. If the Memorandum is drafted to be non-binding, those clauses can be left out.]

III. Exclusivity

Subgrantee agrees to make no effort to join with another organization or be included on any other proposal for the Program.

IV. Confidentiality

The Parties may have access to materials, data, strategies, systems or other information relating to the other Party and its programs that is intended for internal use only. Any such information will not be used, published or divulged to any individual or corporation, in any manner or for whatever purpose, except through the Party’s previous written permission, which may be withheld by the respective Party at its sole discretion.

V. Intellectual Property Rights

The Parties may produce documents, reports, studies, photographs, and maps, as well as product-specific documents (collectively “**Works**”). Unless otherwise agreed to in writing, the copyright and other intellectual property rights in any such Work will remain with the Party that produces the Work. If the Parties jointly produce a Work, the Parties will jointly own the copyright.

Neither Party will publish or otherwise distribute the Work of the other Party without both the previous written consent of the other Party and crediting the other Party in such Work.

The names and logos of the Parties are trademarks; as such, neither Party may use them for any purpose without the prior express written permission of their owners.

VI. Proposal Preparation

**Grantee** will retain control over and provide overall management of the prime proposal ("**Proposal**") activities in response to the Program solicitation. **Grantee** will consult with **Subgrantee** on proposal decisions affecting data and material submitted by **Subgrantee**, provided, however, that **Grantee** alone will determine the final form and content of the Proposal.

At the direction of **Grantee**, **Subgrantee** will participate in and support the Proposal effort in the areas of its responsibility as set forth in Section II of this Memorandum. At least \_\_\_\_\_\_\_\_\_\_ days prior to the date on which **Grantee’s** Proposal is due, **Subgrantee** will submit to **Grantee** a proposal for that scope of work set forth in Section II. As reasonably requested by **Grantee**, **Subgrantee** will provide **Grantee** all technical, management, schedule data, information, prices, support, resumes and materials (to include hardware and software) to facilitate the successful completion of the Proposal for the Program.

**Grantee** will have primary control over all communications with the Agency pertaining to the Proposal (and any subsequent grant) unless otherwise expressly authorized by **Grantee** in advance. In the event Agency contacts **Subgrantee** concerning the Proposal, **Subgrantee** will promptly notify **Grantee** prior to any response by **Subgrantee** to ensure coordination of efforts and understanding of commitments. However, nothing herein is intended to affect the rights of the Agency to negotiate directly with either Party on any basis the Agency may desire.

[The following Termination and Dispute Resolution Clauses should only be included if the parties have agreed to binding provisions elsewhere in this Agreement]

VII. Termination

This Memorandum is effective as of the date specified above and will remain in effect until the first of the following will occur. This Memorandum will terminate upon the earliest of:

1. Official announcement or notice by the Agency of decision to cancel the Program or of the award under the Program;
2. Official announcement or notice by the Agency of decision not to issue an award under the Program or to issue the award to someone other than the Parties;
3. Receipt of official notice from the Agency that a Party or the Parties will not be approved to receive the award under the Program;
4. Five business days after written notice by a Party to another Party of any significant change in the financial or other capability of either Party that, in the opinion of the notifying Party, seriously affects the ability of the Party to perform were the Agency to select the Proposal to issue the award under the Request;
5. Failure by either Party to secure internal authorizations to prepare and submit the Proposal;
6. Five business days after written notice by a Party of a material breach of the obligations of another Party;
7. Mutual written consent of the Parties; or
8. [set termination date]

**VIII. DISPUTE RESOLUTION**

The Parties hereby agree that, in the event of any dispute relating to those agreements in Sections III, IV, V, and VI, they agree to first attempt to resolve the dispute through informal discussions. If a dispute cannot be resolved informally within sixty (60) consecutive working days, the Parties agree to terminate this Memorandum.

IX. Limits of Memorandum

The Parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement, nor is the purpose of the Parties to enter into a commercial undertaking for monetary gain. Neither Party will refer to or treat the arrangements under this Memorandum as a legal partnership or take any action inconsistent with such intention.

With the exception of Sections III, IV, V, and VI, the Parties do not intend to create any legally binding obligations The Parties intend to use this MOU to facilitate discussions regarding general areas of cooperation.

This Memorandum accurately represents the understanding and intentions of the Parties.

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| **[Prime Grantee]**  ICLM\_IntSignature:1  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **[Authorized Signatory Name]**  **[Title]** | **[Subgrantee]**  ICLM\_ExtSignature:1  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **[**  **Authorized Signatory Name]**  **[Title]** |
| IntDate1  **Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | ExtDate1  **Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
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