

MEMORANDUM OF AGREEMENT

Parties: _____

Party A Information:

Full Legal Name: _____

Address: _____

Contact Information: _____

Party B Information:

Full Legal Name: _____

Address: _____

Contact Information: _____

Recitals:

WHEREAS, the Parties desire to enter into this Memorandum of Agreement (the "Agreement") to outline the terms and conditions under which they will cooperate and perform their respective obligations; and WHEREAS, this Agreement sets forth the mutual understanding and intent of the Parties as of the date first written above.

1. Purpose

The purpose of this Agreement is to establish the framework for cooperation between the Parties in connection with the subject matter agreed upon herein.

2. Responsibilities of Party A

Party A agrees to perform all duties, tasks, and obligations as specified in this Agreement and any related schedules or attachments.

3. Responsibilities of Party B

Party B agrees to perform all duties, tasks, and obligations as specified in this Agreement and any related schedules or attachments.

4. Term

This Agreement shall commence on the effective date and shall continue in effect until terminated by either Party pursuant to the terms herein.

5. Compensation

Any compensation, payment terms, or financial arrangements between the Parties shall be set forth in a separate schedule or written agreement duly executed by both Parties.

6. Confidentiality

The Parties shall keep confidential and shall not disclose any proprietary or confidential information obtained in connection with this Agreement except as required by law or agreed upon in writing.

7. Intellectual Property

Any intellectual property developed or provided under this Agreement shall remain the sole property of the Party

creating or providing such intellectual property unless otherwise agreed in writing.

8. Independent Contractors

The relationship of the Parties is that of independent contractors. Nothing contained herein shall be construed to create any partnership, joint venture, or agency relationship.

9. Indemnification

Each Party shall indemnify, defend, and hold harmless the other Party from and against any claims, damages, liabilities, costs, and expenses arising out of or related to the indemnifying Party's breach of this Agreement.

10. Limitation of Liability

Neither Party shall be liable to the other for any consequential, incidental, special, or punitive damages arising out of or related to this Agreement.

11. Termination

Either Party may terminate this Agreement upon providing written notice to the other Party. Termination shall not relieve either Party of obligations accrued prior to termination.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State specified herein without regard to conflict of law principles.

13. Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved by good faith negotiations between the Parties. If unresolved, disputes may be submitted to mediation or arbitration in accordance with applicable rules.

14. Notices

All notices required or permitted under this Agreement shall be in writing and deemed delivered when sent by certified mail, overnight courier, or email with confirmation, to the addresses provided by the Parties.

15. Entire Agreement

This Agreement, including all attachments and schedules, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations, and understandings.

16. Amendments

No modification or amendment to this Agreement shall be effective unless in writing and signed by duly authorized representatives of both Parties.

17. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

19. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Signatures

The Parties have executed this Agreement as of the date first written above by their duly authorized representatives.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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