 [**partner logo]**

**MEMORANDUM OF COLLABORATION**

# **BETWEEN**

**UNIVERSITY OF WORCESTER**

## AND

**[ ]**

## IN RELATION TO

**WORKING TOGETHER FOR**

**[ ]**

**This Memorandum is dated**

**Between**

1. **The University of Worcester of Henwick Grove Worcester WR2 6AJ (“UW”); and**
2. **[ ] (“the Partner”)**

**1. Commencement and Duration of Memorandum**

* 1. This Memorandum will operate with effect from [start date] and will continue for [3 years] unless terminated earlier or extended in accordance with the terms set out below.

**2. Scope and Purpose of the Memorandum**

2.1 This Memorandum records the commitment of both parties to work together on [ ], including

* [ ]
* [ ]
* [ ].

Communication between [ ] and UW will be through the [ ].

2.2 The intention of the parties is that this Memorandum is not a legally binding agreement but rather a statement of intent and agreed principles. In the event that the parties intend to make a significant financial or legal commitment further to this Memorandum, they shall enter into an appropriate legal agreement.

2.3 The parties agree to work together in good faith and a spirit of mutual co-operation and in accordance with all relevant laws to perform their respective commitments under this Memorandum.

**3. Financial Arrangements**

3.1 Each partner will be responsible for their own costs in relation to the operation of this Memorandum. Neither party shall have any liability for the acts, defaults or omissions of the other party in respect of this Memorandum.

3.2 Any projects requiring financial commitments will be subject to separate discussions and agreement

**4. Intellectual Property**

4.1 Each party shall own the intellectual property rights in any works or materials which they contribute to the delivery of the Memorandum (“the Background IP”). Each party hereby gives to the other party a non-exclusive licence to use their Background IP for the duration of the Memorandum for the purposes of the delivery of the Memorandum.

4.2 In the event that any new intellectual property is jointly created through the Memorandum (and where ownership cannot be ascribed to one party only), agreement will be reached at that time as to which party shall own the intellectual property. This will be recorded in the minutes of the Collaborative Partnership Meeting and recorded on the register maintained by UW’s Partnerships Officer.

**5. Review and Variation**

5.1 This Memorandum will be reviewed annually on its anniversary or at such other intervals as the parties may agree.

5.2 No variation shall be effective unless it is agreed in writing by both parties’ authorised representatives.

**6. Termination**

6.1 Either party may withdraw from this Memorandum as follows:

6.1.1 for any reason, by giving the other party six months’ notice in writing

6.1.2 immediately, in the event that the Partner is subject to administration proceedings, a voluntary arrangement with its creditors, or insolvency (or bankruptcy as the case may be)

6.1.3 immediately, in the event of a material breach of this Memorandum by the other party which, if capable of remedy, has not been remedied by the defaulting party within 28 days of notice of the breach being served.

6.2 In the event of termination for any reason the parties shall conclude an orderly termination of operational matters, including the returning of any property and the communication of any agreed messages to relevant stakeholders.

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| --- | --- |
| **Agreed on behalf of**  **University of Worcester** | **Agreed on behalf of**  **[ ]** |

Signature: Signature:

Name: Name:

Title/position: Title/position:

Date: Date: