

MEMORANDUM OF AGREEMENT

Parties: _____

Background:

This Memorandum of Agreement (the “Agreement”) is entered into between the parties named above for the purpose of setting out the terms and conditions under which they shall cooperate and fulfill their respective obligations. This Agreement is legally binding and enforceable under the laws of the United Kingdom.

1. Definitions and Interpretation:

In this Agreement, unless the context otherwise requires: “Confidential Information” means any information disclosed by either party that is designated as confidential, or that ought reasonably to be considered confidential; “Effective Date” means the date on which this Agreement is executed by all parties; References to statutes shall include any amendments or reenactments thereof.

2. Purpose:

The purpose of this Agreement is to establish the roles, responsibilities, and commitments of each party in relation to their cooperation and mutual undertakings as described herein.

3. Obligations of the Parties:

Each party agrees to perform its obligations diligently and in good faith. Specific duties shall be undertaken as described in the attached schedules or as mutually agreed in writing. Neither party shall assign or subcontract its obligations without prior written consent of the other party.

4. Term and Termination:

This Agreement shall commence on the Effective Date and shall continue until terminated by either party giving at least thirty (30) days' written notice to the other. Termination shall not affect accrued rights or liabilities of either party.

5. Confidentiality:

Each party shall keep confidential all Confidential Information obtained from the other party and shall not disclose it to any third party except as required by law or with prior written consent.

6. Intellectual Property:

Unless otherwise agreed, all intellectual property rights arising in connection with this Agreement shall remain the sole property of the party creating them. No licence or other rights are granted unless expressly set forth herein.

7. Liability and Indemnity:

Neither party shall be liable to the other for any indirect, incidental, or consequential losses, except for losses arising from gross negligence or willful misconduct. Each party agrees to indemnify and hold harmless the other against any claims arising from breach of this Agreement or applicable law.

8. Force Majeure:

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental actions.

9. Notices:

All notices under this Agreement shall be in writing and delivered by hand, registered post, courier, or email to the addresses provided by the parties. Notices shall be deemed received upon delivery or, if sent by email, upon successful transmission.

10. Entire Agreement:

This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior discussions, understandings, or agreements. No amendment shall be effective unless made in writing and signed by both parties.

11. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to resolve any disputes arising out of or in connection with this Agreement.

12. Severability:

If any provision of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced with a valid provision reflecting the parties' original intent as closely as possible.

13. Counterparts and Electronic Signatures:

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together constitute one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed as valid as original signatures.

PARTY 1 SIGNATURE

PARTY 2 SIGNATURE

Signature: _____

Signature: _____

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