***[Subject matter - insert]***

**MEMORANDUM OF UNDERSTANDING**

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| Parties | |
| **Between:** | *<If Company:* [Company B],having its registered offices at [Insert registered offices]> <*if Individual* [Insert Full Name], residing at [Insert residential address]>, (“ **the KiwiNet Partner**”). |
| **And:** | *<If Company:* [Company A],having its registered offices at [Insert registered offices]> <*if Individual* [Insert Full Name], residing at [Insert residential address]>, (“**Company B**”) |

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| Background: |
| 1. [*KiwiNet Partner*] is [*description of business carried out by second party*]. 2. [*Company B*] is [*description of business carried out by second party*]. 3. The parties are entering into this memorandum of understanding (“**MOU**”) to record [*describe briefly the purpose of MOU*]. |

1. **Understanding**
   1. [*Details of understanding/proposed arrangement. If being used for a bidding round proposal, cover the type of co-funding (direct cash or in-kind) and what the parties intend to do if the ultimate grant is less than that sought in the bid. If intellectual property may be created by either party, cover ownership, licences and commercialisation.*]
   2. The parties acknowledge the intent that this MOU shall be superseded by a [contractual agreement] whose scope and intent are broadly defined by this MOU and will be negotiated in good faith by the parties.
2. **Confidentiality**
   1. “Confidential Information” means:
      1. all information and materials relating to or arising from this MOU in any form whatsoever, and
      2. information which is by its nature confidential or which the Discloser advises the Recipient is confidential and includes the terms of this MOU, and
      3. includes anything disclosed before the date of this MOU.
   2. “Discloser” means a party disclosing Confidential Information to the Recipient in accordance with this MOU.
   3. “Recipient” means a party receiving Confidential Information of the Discloser in accordance with this MOU.
   4. Confidential Information does not include:
      1. information which at the date of this MOU is in the public domain or subsequently enters the public domain without fault on the part of the Recipient,
      2. information that is received in good faith by the Recipient from a third party,
      3. information which is at the date of this MOU, independently developed by, or already properly in the possession of, the Recipient and which the Recipient can demonstrate by written record to be previously known to the Recipient.
   5. The Recipient of Confidential Information shall:
      1. keep it in the Recipient’s possession and treat it as confidential regardless of when disclosed,
      2. not use any Confidential Information belonging to the other party for any purpose other than as required in terms of this MOU,
      3. only disclose Confidential Information to employees, officers or professional advisers on a need to know basis and shall be liable to the Discloser for any breach by those persons of these confidentiality obligations.
   6. The restrictions in this Clause 2 do not apply where disclosure is required by law or by a government agency or governmental authority.
   7. The parties acknowledge that any breach of this confidentiality obligation may result in damages for which monetary compensation would not be an adequate remedy and that the affected party is entitled to specific performance or injunctive relief in addition to any other remedies at law or in equity.
3. **General**
   1. No party gives any representation or warranty with respect to any information other than that it has the right to disclose such information.
   2. This MOU shall terminate on the earlier of [*specify an event, e.g. the signing of a formal agreement*] or [*specify a date*].
   3. This MOU is governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
   4. This MOU may be signed in counterparts, including by facsimile or email, all of which when read together shall constitute one and the same document.
   5. Only clauses 2 and 3 in this MOU are legally binding on the parties and those clauses shall survive termination of this MOU.
   6. The date of this MOU shall be the date that the last person signed.

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| Signed by [Insert KiwiNet Partner name] |  | Signed by [*Company B]* |
| Signature |  | Signature |
| Name of authorised signatory |  | Name of authorised signatory |
| Position |  | Position |
| Date |  | Date |