**Memorandum of Understanding
Indicative Template**

**A memorandum of understanding** (MoU) is a formal agreement between two or more parties. Organisations can use MoUs to establish official partnerships. MoUs are not legally binding, but they carry a degree of seriousness and mutual respect, stronger than an email or verbal agreement.

Often, they are precursors to more formal agreements once the principles around working together have been established.

**A contract for services** is a legally binding document that sets out the obligations of the parties, the deliverables the contract is for and costs. It may include penalty clauses for failing to meet agreed targets.

**A funding agreement** may be more general with some broad guidance on how the funds are to be expended and reported against. Sometimes they sit in the context of a wider document, either an MoU or a more legally specific relationship agreement.

**Memorandum of Understanding
*between*
New Zealand Extreme Lawn Mowing Association
*and the*
Northland Extreme Lawn Mowing Association**

1. **Introduction**

*The introduction generally sets out who the parties are and the background to the establishment of the MoU. For example:*

The New Zealand Extreme Lawn Mowing Association (NZELMA) was established in 2001 to provide national coordination and leadership for national and international competitions and to provide strategic direction for extreme lawn mowing in the community.

The Southland Extreme Lawn Mowing Association (SELMA) was formed in 2001 to provide strategic leadership and coordination for community and high-performance sport in the Southland region.

NZELMA has funding available for allocation for community-based training and coaching for extreme lawn mowing competitions. Regional Extreme Lawn Mowing Associations are able to apply to become the holder of the funding for training and coaching resources for a two-year period.

1. **Overview and Purpose**

*The overview and purpose section record the key points that the MoU is to achieve, and the outcome sought. For example:*

The SELMA has successfully applied to become the provider of training and coaching coordination on behalf of NZELMA.

This memorandum records the details of the arrangements between the two organisations to enable the funding to be allocated by NZELMA that is to be administered by SELMA.

The purpose of this Memorandum of Understanding (MoU) is to record the principles and objectives that the parties expect to underpin their ongoing relationship and to describe, in general terms, the process that the parties intend to follow to give effect to the funding arrangement.

1. **Objectives**

*Describe the agreed objectives and outcomes the MOU aims to achieve. For example:*

To ensure that training and coaching resources for community-based competitors are developed and delivered successfully

To ensure that high performance athletes have access to locally developed and delivered training and coaching resources

1. **Partners**

The partners to this arrangement are:

* New Zealand Extreme Lawn Mowing Association
* Southland Extreme Lawn Mowing Association
1. **Roles and Responsibilities**

*Describe the role of the New Zealand Extreme Lawn Mowing Association in terms of its responsibilities to provide funding for training and coaching. For example, timing, performance-based payments, schedule of payments.*

*Describe the role of the Southland Extreme Lawn Mowing Association in terms of its responsibilities to administer and manage the funding for training and coaching. For example, rules about what it can and cannot do.*

1. **Reporting**

*Describe the reporting requirements for the SELMA to the national body – frequency, type of reporting. For example:*

A quarterly report based on the success criteria is to be provided to the NZELMA

1. **Success Criteria of the Partnership**

*What are the success indicators that the national body will want to see from the partnership? For example:*

* An increase in community participation by 10% over two years.
* Success at national tournaments including top 10 finishes for all categories of competition.
* In the elite men’s and women’s categories of 18 – 35 years and 36 years to 45 years, at least one podium finish for each category
1. **Constraints and Assumptions**

*Are there any restrictions on the arrangements that the parties have entered? Are there any assumptions for example the level of participation? For example:*

* Competitors from the region must have been registered with the organisation for at least two years.
* Each elite competitor is required to pay the annual membership fee before entering competitions
* This MOU is governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
1. **Costs**

*Are there any direct or indirect costs involved in the arrangement that need to be agreed between the parties?*

1. **Disputes**

Where a conflict arises between the parties which is impacting on the collaboration of the parties the following steps will be followed:

* The parties will resolve the conflict using informal mediation / negotiation and in good faith; and
* Where the conflict cannot be resolved, an independent mediator agreeable to all parties shall be appointed to assist in resolving the conflict issue
1. **Authority to Comment Publicly on Behalf of Each Party**

*State what are the parameters for public comment in relation to the arrangements between the parties and any requirements for joint approval of public comments?*

• The SELMA will be primarily responsible for all local media and other communications. The NZELMA will be primarily responsible for all national media and other communications.

• All coaches must be accredited coaches with the NZELMA

1. **Confidential Information**

*Confidentiality can be a tricky area and this clause is lengthy as drafted. For simple MoUs in could be shortened to the parties agree to respect confidential information as defined below*

Confidential Information means all information and materials relating to or arising from this MOU in any form whatsoever, and information which is by its nature confidential or which the discloser advises the recipient is confidential and includes the terms of this MOU and includes anything disclosed before the date of this MOU.

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.

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.

The restrictions in this Clause 12 do not apply where disclosure is required by law or by a government agency or governmental authority.

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.

1. **Liability**

Neither party shall be liable to the other for any costs, liability, damages, loss, claims or proceedings of whatever nature arising out of this Memorandum and neither party shall be liable to the other for any loss of profit, loss of business or consequential loss of that party, howsoever caused.

The parties also agree that it is not the intention for any of the Terms and Conditions of this Agreement to be legally binding on either or both parties.

1. **Signed as an Agreement by the Partners**

Agreement has been signed on the date recorded below (effective date) by the Chief Executive of the participating organisations or their nominee:

Signed for (name of organisation) by (name of authorised person to sign and title)

Signature

Signed for (name of organisation) by (name of authorised person to sign and title)

Signature

1. **Date of Agreement**

Date -