

Memorandum of Understanding Template

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<p>Introduction</p>	<p>A Memorandum of Understanding (MOU) is a light-touch agreement that establishes a framework for collaboration between researchers and partner organizations. In the context of an experiment, it serves as a roadmap that clarifies the roles, responsibilities, and commitments of each party, helping to reduce administrative friction and ensure trial integrity.</p> <p>This MOU Template is intended for use in Stage 2 of an experiment, to facilitate the collaboration necessary for collection of data and access to organisational resources.</p>
<p>How to use this template</p>	<p>To use this MOU template, download/open and save a copy for your personal use.</p> <p>Add content by clicking on the document and writing text in the relevant sections.</p> <p><u>For the avoidance of doubt, this MOU template is provided to assist your thinking. It is provided in good faith, however, we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information. It does not constitute legal advice nor is it meant to be a replacement for any such independent, organisation specific legal advice. Any such advice will vary depending on your location and the prevailing legal regime. The publisher disclaims, to the fullest extent permitted by law, all and any liability howsoever arising from use of this MOU template.</u></p>
<p>Key terms to consider</p>	<p>Background: Provides a brief description of the partner organisation and its connection to the project, specifying any actions taken or systems already developed that link with the research.</p> <p>Agreed Commitments: This section explicitly defines the responsibilities and contributions of all parties involved.</p> <p>Support provided by Organisation: Lists the specific resources the partner is offering, such as access to participants, expert advice, data, or internal systems.</p> <p>Researchers' Obligations: Outlines the mandatory actions for the research team, such as respecting regulations, attending scheduled sessions, following system instructions, and providing progress updates.</p> <p>Data Protection: Specifies that Researchers and Organisations shall, at all times, comply with local obligations relating to the processing of personal data. Consider if a separate Data Sharing Agreement may be required (see separate template).</p> <p>Reporting and Mandatory Outputs: Specifies the researchers' duty to report progress and findings to their funder and defines what key information the partner organization permits them to include in public reports.</p> <p>Review and Publication: Establishes a process for the partner organization to review findings before they are published. It includes a "tacit acceptance"</p>

	<p>clause if feedback is not provided within a specific timescale.</p> <p>Intellectual Property: establishes the protection and ownership of any intellectual property used or generated during the research.</p> <p>Term and termination: Sets the start and end dates of the agreement and defines the notice period required for either party to end the MOU early.</p> <p>Application of certain clauses: consider whether there is an intention to set out legally binding obligations at this stage of the research.</p> <p>Law and Jurisdiction: Assuming that the intention is to create legal binding obligations (whether in relation to some clauses or all of the MOU), this sets the applicable law relating to those obligations and the jurisdiction of the courts which will rule on any legal action relating to any dispute.</p>
Version	1.1 (23/02/2026)

Memorandum of Understanding for [research project]

1. Background

[Organisation 1] is [brief description] and has [action taken or system developed] to [purpose, e.g. new programme for experimentation].

This Memorandum of Understanding

This Memorandum of Understanding (MoU) outlines the plan for [activities] to [intended outcome(s), e.g. boost experimentation].

The MOU shall not be legally binding on the parties, except for any clauses relating to intellectual property and data protection included in paragraph 2 below which shall be legally binding on all parties.

2. Agreed Commitments

[Organisation], [Individual 1] and [Individual 2] ("the Researchers") agree to work together from [start date] to [end date] within the framework of [context, e.g. new programme].

The support provided by [Organisation] includes: a. [support 1, e.g. access to participants and data]. b. [support 2, e.g. expert advice]. c. [support 3, e.g. access to resources and systems]. d. [support 4].

The Researchers shall: a. [obligation 1, e.g. respect rules and regulations]. b. [obligation 2, e.g. attend support sessions as scheduled]. c. [obligation 3, e.g. utilise systems according to instructions]. d. [obligation 4, e.g. share feedback and progress updates with Organisation].

The Researchers shall, at all times:

- comply with all relevant local Data Protection laws designed to protect individual data subjects involved in the research; and
- comply with all and any obligations of confidentiality relating to any information shared with them during the research.

[Organisation] understands that this work is supported by [funder] through [funding source] and the Researchers shall report on the development, progress, and findings from [research project] to [funder] and produce [mandatory outputs] reflecting these insights.

[Organisation] hereby gives permission to the Researchers to include the following information in its reports to [funder] and [mandatory outputs]:

- [Key information 1]
- [Key information 2]
- [Key information 3]

The publicly reported findings shall be provided to [Organisation] ahead of publication for comment / edits. [Organisation] hereby commits itself to provide feedback within [timescale] of receiving the document; a lack of feedback within that timeframe shall imply acceptance

of the content.

The Researchers are permitted to refer to this arrangement to advertise academic and research work going forward including, but not limited to, bids.

Intellectual Property: All and any preexisting intellectual property rights used in the research shall remain the property of the party introducing the same unless noted otherwise agreed between the parties and noted in writing. All and any intellectual property generated during the research shall vest in the party generating it and no licences are granted unless otherwise agreed between the parties and noted in writing.

3. Legal Context

This MOU is a non-binding expression of the current intentions of the parties who intend to work together on this research to achieve the mutually beneficial objectives. Save for this clause [and clauses [insert reference to any clause you wish to be legally binding]], this MoU is not intended to be legally binding, nor to create, evidence or imply any contract, obligation to enter into a contract or obligation to negotiate.

Further, for the avoidance of doubts the parties to this MOU shall bear responsibility for their own respective costs in relation to the research.

4. Term and Termination

This MOU shall commence on [the date of signature below] [insert commencement date if different from the date of signature] and shall continue until [end date], unless terminated earlier as set out in this clause.

This MOU may be terminated by either party any time on at least [#] days prior written notice to the other party.

5. Law and Jurisdiction

This MoU and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with [insert jurisdiction] law and the courts of [insert jurisdiction] shall have exclusive jurisdiction to settle any dispute or claim arising out of this MoU.

Contact Details

Organisation	Researcher

Signed and agreed, on behalf of:

Name of authorised signatory 1:

Role 1:

Organisation 1:

Date 1:

Signature 1:

Name of authorised signatory 2:

Role 2:

Organisation 2:

Date 2:

Signature 2:

Name of authorised signatory 3:

Role 3:

Organisation 3:

Date 3:

Signature 3: