**Key:**

[TO BE COMPLETED]

[OPTIONAL TEXT]

[CAUTIONS – TO BE CONSIDERED WHEN COMPLETING THE MOU]

**TEMPLATE**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN:**

**[INSERT NAME OF COCHRANE GROUP, NETWORK OR FIELD]**

**&**

**[INSERT NAME OF PARTNER ORGANIZATION]**

This Memorandum of Understanding (hereinafter referred to as the “MOU”), is entered into by and among [INSERT NAME OF COCHRANE GROUP, NETWORK OR FIELD] (hereinafter referred to as “[INSERT NAME OF COCHRANE GROUP]”) and [INSERT NAME OF NAME OF PARTNER ORGANIZATION](hereinafter referred to as “[INSERT ABBREVIATED NAME OF PARTNER ORGANIZATION]”), each a “Party” and collectively the “Parties”.

Recitals

1. Cochrane is a global independent network of researchers, professionals, patients, carers, and people interested in health. Cochrane contributors - 44,000 from more than 130 countries - work together to produce credible, accessible health information that is free from commercial sponsorship and other conflicts of interest. Many of our contributors are world leaders in their fields - medicine, health policy, research methodology, or consumer advocacy - and our groups are situated in some of the world's most respected academic and medical institutions. Our work is recognized as representing an international gold standard for high quality, trusted information. The Cochrane Reviews, the Cochrane Library and Cochrane's other publications are collectively referred to in this agreement as "Cochrane Content". Cochrane's Groups are hosted in universities, hospitals and centres of learning worldwide.
2. The [INSERT ABBREVIATED NAME OF PARTNER ORGANIZATION] is [INSERT RELEVANT INFORMATION, AKIN TO THAT PROVIDED RE COCHRANE ABOVE]
3. [INSERT NAME OF COCHRANE GROUP] and [INSERT ABBREVIATED NAME OF PARTNER ORGANIZATION] have agreed to work together to develop and implement joint activities that support and further strengthen the use of health evidence-by people making decisions about health, from the individual patient to international health policy makers (the Project”)
4. The Parties wish to record the basis on which they will collaborate with each other on the Project. This Memorandum of Understanding (MoU) sets out:

**(a)**  the key objectives of the Project;

**(b)**  the principles of collaboration;

**(c)**  the respective roles and responsibilities the parties will have during the Project.

# Key objectives for the project

1.1. The Parties shall under the Project aim to achieve the following key objectives (hereinafter “Key Objectives”):

# Objective 1

# Objective 2

# Etc

# Principles of collaboration

* 1. The Parties agree to adopt the following principles in undertaking this Project (Principles):

**(a**)  collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required;

**(b)**  be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;

**(c)**  be open. Communicate openly about major concerns, issues or opportunities relating to the Project;

**(d)**  learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;

**(e)**  adopt a positive outlook. Behave in a positive, proactive manner;

**(f)**  adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation.

**(g)**  act in a timely manner. [Recognise the time-critical nature of the Project and respond accordingly to requests for support];

**(h)**  manage stakeholders effectively;

**(i**) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU; and

**(j)**  act in good faith to support achievement of the Key Objectives and compliance with these Principles.

#  Project governance

* 1. **Overview**

The governance structure defined below provides a structure for the development and delivery the Project.

* 1. **Guiding principles**

The following guiding principles are agreed. The Project’s governance will:

(a)  provide strategic oversight and direction;

(b)  be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;

(c)  align decision-making authority with the criticality of the decisions required;

(d)  be aligned with Project scope (and may therefore require changes over time);

(e)  leverage existing organisational, group and user interfaces;

(f)  provide coherent, timely and efficient decision-making; and

(g)  correspond with the key features of the Project governance arrangements set out in this MoU.

* 1. **Project Group**
1. The Project Group will provide strategic [and operational] management of the Project.

1. The Project Group shall be established within 3 months of execution of this MoU and consist of representatives from each of the parties. The Project Group shall have responsibility for the creation and execution of the project plan and deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the Project Group. The Project Group shall mutually agree the terms of reference for this committee, including but not limited to a meeting schedule and decision-making procedure.
	1. **Reporting**

There are no formal reporting requirements, however the parties agree to hold [quarterly] telephone conferences with the Project Group to update one another on the key areas of work, and identify challenges and opportunities in a timely manner.

#  Roles and responsibilities

* 1. The parties hereby commit to work together to undertake the following activities pursuant to the Project:
1. Activity 1
2. Activity 2
3. etc

# 5. Financial matters

* 1. Unless otherwise agreed by the Project Group, each Party shall bear the cost of its own activities, including but not limited to all expenses, in the performance of the Project.

# 6. Ethics and branding

6.1. All Parties undertake to respect the ethics of the respective organisations. [Each Party confirms that this MoU has been established for non-commercial purposes only]. Each Party undertakes to recognise the other Parties in their communication activities, including primary and secondary publications resulting from this work and to respect the rules and regulations for the use of each other’s logos and visual identity.

# Intellectual property

* 1. The Parties intend that any intellectual property rights created in the course of the Project shall vest in the party whose employee created them (or in the case of any intellectual property rights created jointly by employees of both parties in both Parties in equal undivided shares.

[If there is scope for joint ownership, or otherwise any sensitivity in respect of the background IP being brought by either party to the Project, please consider carefully whether this document is appropriate for this arrangement.]

[If there is scope for commercial use on either side of the outputs of the project, it is unlikely this is the correct document for this arrangement. Please refer to your contracts team.]

# Term and Termination

* 1. This MoU shall commence on the date of signature by both parties, and shall expire on [completion of the Project] OR [DATE OR OTHER EVENT]].
	2. Either party may terminate this MoU by giving at least three months’ notice in writing to the other party at any time.

# Escalation

* 1. If either party has any issues, concerns or complaints about the Project, or any matter in this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Project Group, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Project Group within [NUMBER] days, the matter may be escalated to each Party’s respective Chief Executive Officer or equivalent for resolution.

* 1. If either party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to the Project Group (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the Project Group (or its nominated representatives).

# Charges and Liabilities

10.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

10.2 Both parties shall remain liable for any losses or liabilities incurred due to their own or their employee’s actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

# Status

11.1This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.

[MoUs are supposed to be non-binding. If you want/need this to be binding, another type of agreement may be more appropriate.]

11.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

# Governing law and jurisdiction

12.1 This MoU shall be governed by and construed in accordance with [English] law and, without affecting the escalation procedure set out in [Clause](#co_anchor_a211266_1) 9, each party agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales.

For and on behalf of [INSERT THE NAME OF COCHRANE GROUP, NETWORK OR FIELD]:

Signature:

Name:
Position:

For and on behalf of [INSERT NAME OF PARTNER ORGANIZATION]:

Signature:

Name:
Position: