Memorandum of Understanding

1. Parties and date

SUBJECT TO CONTRACT, EXCEPT THE BINDING PROVISIONS LISTED IN CLAUSE 6

1.1 **Date and parties.** This Memorandum of Understanding (the "MOU") is dated **[Date of the MOU: _____]** (the "Effective Date") and is made between:

(a) **[Party A's full legal name: _____]**, [Party A's legal form and registration: _____], whose registered office or principal address is at [Party A's registered office or main address: _____] ("Party A"); and

(b) **[Party B's full legal name: _____]**, [Party B's legal form and registration: _____], whose registered office or principal address is at [Party B's registered office or main address: _____] ("Party B"),

each a "Party" and together the "Parties".

1.2 **Signature on different days.** If the Parties sign on different days, this MOU takes effect on the later of the Effective Date and the date on which the last Party signs.

1.3 **Who is a Party.** Only the two organisations named in clause 1.1 are Parties. A group company, department, faculty, trust, branch or individual member of staff does not become a Party because it takes part in an activity described in this MOU, and it acquires no rights or duties under it.

1.4 **Acting through authorised persons.** Each Party enters into this MOU through a person acting under its authority, and the signatories confirm their authority in clause 36.

2. Background and recitals

2.1 Party A carries on the following activities: [What Party A does: _____].

2.2 Party B carries on the following activities: [What Party B does: _____].

2.3 The Parties wish to explore and, where each of them decides to do so, carry out the following project: [Project description: _____] (the "Project").

2.4 The Parties wish to record in writing their present intentions about the Project, so that each can plan its own work, and to agree a limited set of legally binding rules that protect both of them while they cooperate and hold discussions.

2.5 The Parties have chosen the words of this MOU with care. They intend each part of it to be read for what it says about whether it binds them, and not for its title, headings or format.

2.6 These recitals record background facts and expectations. They do not create any obligation.

3. Definitions and interpretation

3.1 **Defined terms.** In this MOU:

(a) "Background IP" means Intellectual Property that a Party owned or controlled before the Effective Date, or that it creates or acquires independently of the Project.

(b) "Binding Provisions" means the provisions listed in clause 6.1.

(c) "Business Day" means a day other than a Saturday, a Sunday or a public holiday in England.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

(d) "Confidential Information" has the meaning given in clause 15.1.

(e) "Data Protection Legislation" means the UK GDPR, the Data Protection Act 2018 and all other law in force in the United Kingdom about the processing of personal data, as amended from time to time.

(f) "Definitive Agreement" means a later written agreement about all or part of the Project that expressly states that it is legally binding and that is signed by or on behalf of each Party by an authorised signatory.

(g) "FOIA" means the Freedom of Information Act 2000, and includes the Environmental Information Regulations 2004 and the Freedom of Information (Scotland) Act 2002 where they apply to a Party.

(h) "Intellectual Property" means patents, rights in inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up and goodwill, rights in designs, database rights, rights in computer software, rights in confidential information (including know-how), and all similar rights anywhere in the world, whether registered or not, including applications to register them.

(i) "Non-Binding Provisions" means every part of this MOU that is not a Binding Provision.

(j) "Project Materials" means documents, data, software, reports, designs and other materials that a Party prepares for the Project during the Term.

(k) "Representative" means the person named for a Party in Schedule 3, or a replacement named under clause 9.2.

(l) "Term" means the period described in clause 24.

3.2 **Interpretation.** Clause and schedule headings do not affect interpretation. "Including" and similar words do not limit the words before them. A reference to a clause or Schedule is to a clause of, or schedule to, this MOU. A reference to a statute or statutory provision includes it as amended, extended or re-enacted, and any subordinate legislation made under it. "Writing" includes email, except where clause 32 requires a signed document. No provision is to be read against a Party because that Party proposed it.

3.3 **Words of intention.** In the Non-Binding Provisions, words such as "intends", "expects", "plans", "proposes", "aims" and "is responsible for" describe present intention only. Where "will" or "shall" appears in a Non-Binding Provision, it also describes present intention only.

3.4 **Order of priority.** If clauses 5 and 6 conflict with any other part of this MOU, clauses 5 and 6 prevail. If the body of this MOU conflicts with a Schedule, the body prevails.

4. Purpose and objectives

4.1 **Purpose.** This MOU describes the Project, the part each Party expects to play in it, and how the Parties intend to work together and communicate while they decide whether, and on what terms, to proceed. It shows the common actions the Parties presently intend to take.

4.2 **Objectives.** The Parties share these objectives:

(a) [First objective: _____];

(b) [Second objective: _____]; and

(c) [Third objective: _____].

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

4.3 **Measures of progress.** The Parties expect to judge progress by reference to: [Measures of progress: _____].

4.4 **No guarantee of outcome.** The objectives and measures are aims. Neither Party promises that any aim will be achieved, that the Project will go ahead, or that it will produce any saving, income, result or other benefit.

5. Legal status: subject to contract

5.1 **Subject to contract.** Except for the Binding Provisions, this MOU is subject to contract. It records the Parties' present intentions only. The Parties do not intend the Non-Binding Provisions to create legal relations, to be legally binding or enforceable, or to give rise to any right, duty or liability, whether in contract, by estoppel, in restitution or otherwise.

5.2 **No commitment to proceed.** Nothing in the Non-Binding Provisions obliges a Party to carry out the Project or any part of it, to enter into a Definitive Agreement, to buy, sell or supply anything, to employ or second anyone, to grant or transfer any property, or to provide money, staff, premises or services.

5.3 **Binding commitments only by Definitive Agreement.** A Party will be bound by a commitment about the Project beyond the Binding Provisions only when a Definitive Agreement has been signed by or on behalf of both Parties and exchanged, and then only on the terms of that Definitive Agreement.

5.4 **Conduct does not change status.** The Parties agree that none of the following makes a Non-Binding Provision binding, waives the subject to contract status of the Non-Binding Provisions, or shows an intention to be bound: negotiations; drafts or mark-ups; emails, messages or oral statements; minutes or meeting notes; announcements; the start or continuation of work under the Project; the spending of money; the exchange of samples, data or personnel; or the internal approval of the Project by a Party.

5.5 **Waiver of subject to contract status.** The subject to contract status of the Non-Binding Provisions may be removed only by a Definitive Agreement or by a written variation under clause 32 that expressly states that the Parties remove it and identifies the provisions concerned. No other conduct or communication has that effect.

5.6 **Open terms.** The Parties have not agreed all the terms that they regard as essential for a binding agreement about the Project. Agreement on those terms is a pre-condition of any binding agreement about the Project. They do not intend the Non-Binding Provisions to be a complete agreement awaiting only formal documents.

5.7 **Voluntary cooperation.** Any activity that a Party carries out under the Non-Binding Provisions is voluntary and may be stopped at any time, subject to the Binding Provisions.

5.8 **Matters that need separate formalities.** Nothing in this MOU is a contract for the sale or other disposition of an interest in land, a guarantee of another person's obligations, or an assignment of Intellectual Property. Any such arrangement needs a separate document that complies with the formalities that the law requires for it.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

6. Binding provisions

6.1 **Binding Provisions.** Despite any "subject to contract" wording on any page of this MOU, the following provisions are legally binding on the Parties from the date this MOU takes effect and are intended to create contractual obligations:

(a) clauses 1, 3, 5 and 6 (parties, definitions, status and this clause);

(b) clause 11 (costs), but not Schedule 2;

(c) clauses 12.2 to 12.6 (negotiation and Definitive Agreement);

(d) clauses 13.3 and 13.4 (status of due diligence);

(e) clause 14 (exclusivity), but only if clause 14.1 states that it applies;

(f) clauses 15 to 23 (confidentiality, freedom of information, data protection, Intellectual Property, publicity, relationship, non-exclusivity, competition law and ethical conduct); and

(g) clauses 24 to 37 (term, termination and the general provisions) and the confirmation above the signatures.

6.2 **Exhaustive list.** The list in clause 6.1 is complete. Every other provision of this MOU, including each Schedule, is a Non-Binding Provision.

6.3 **Consideration.** Each Party gives its promises in the Binding Provisions in return for the other Party's promises in them, and each Party agrees that this exchange is good and sufficient consideration.

6.4 **Contact details.** The notice details in Schedule 3 may be used for notices under clause 30, although that Schedule creates no other obligation.

6.5 **Independent effect.** The Binding Provisions apply whether or not the Project proceeds or a Definitive Agreement is signed, until they end under clause 26.

7. Scope of collaboration

7.1 **Planned activities.** The Parties intend to explore cooperation in the following areas: [Planned activities: _____].

7.2 **Location or market.** The Parties expect the Project to take place in, or concern: [Place or market: _____].

7.3 **Outside the scope.** The Parties do not presently intend the Project to include: [Activities outside the scope: _____].

7.4 **Stages.** The Parties expect to proceed in three stages: (a) planning and exchange of information; (b) a limited pilot or joint assessment, if both Parties decide to carry one out; and (c) a decision on whether to negotiate a Definitive Agreement. Completion of one stage does not commit either Party to the next.

7.5 **Changes in scope.** The Representatives may discuss changes to the planned activities. A change that would give a Party a binding obligation needs a Definitive Agreement or a variation under clause 32.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

8. Roles and contributions

8.1 **Party A's planned role.** Party A intends to be responsible for: [Party A's planned role: _____]. Party A expects to make available, when it considers this appropriate: [Party A's planned resources: _____].

8.2 **Party B's planned role.** Party B intends to be responsible for: [Party B's planned role: _____]. Party B expects to make available, when it considers this appropriate: [Party B's planned resources: _____].

8.3 **Shared tasks.** The Parties intend to work together on: [Shared tasks: _____]. For each shared task the Representatives expect to agree which Party leads, what the other contributes and when the result is needed, and to record this in Schedule 1. Neither Party has a casting vote on a shared task.

8.4 **Information.** Each Party expects to share information that it considers useful for the Project and that it is free to disclose, on the terms of clause 15.

8.5 **Own decisions.** Each Party keeps control of its own staff, budget, methods and priorities. Each expects to tell the other promptly if it can no longer carry out its planned role, or if a target date in Schedule 1 is likely to move.

8.6 **Approvals and permits.** Each Party expects to seek, at its own cost, any internal approval, licence, permit or consent it needs for its planned role. Neither Party promises that any approval will be given.

8.7 **Insurance and own risk.** Each Party expects to keep the insurance it reasonably needs for its own activities in the Project, which may include employer's liability, public liability and professional indemnity insurance. Each Party remains responsible, to the extent the law provides, for the acts and omissions of its own staff and contractors and for its own property.

8.8 **Conduct consistent with this MOU.** The Parties intend to act on this MOU only as a plan. If they begin to carry out an activity that would need a binding commitment, such as a supply of goods or services for payment, they intend first to sign a Definitive Agreement or a separate written contract for that activity.

9. Governance and steering group

9.1 **Representatives.** Each Party names the Representative in Schedule 3 as its day-to-day contact for the Project.

9.2 **Replacement.** A Party may replace its Representative by written notice to the other Party, and expects to choose a person with suitable knowledge and seniority.

9.3 **Steering group.** The Representatives, together with up to [Extra steering group members per party: _____] further members named by each Party, form a steering group. The steering group expects to meet [Steering group meeting frequency: _____], in person or by video or telephone call. The Party hosting a meeting expects to circulate an agenda at least 3 Business Days beforehand and a short note of decisions and actions within 5 Business Days afterwards.

9.4 **Progress reports.** Each Party expects to report to the other [Progress report frequency: _____] on work done, work planned, issues and risks, and any change to the target dates in Schedule 1.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

9.5 **Decisions.** Decisions of the steering group are expected to be made by consensus. If the steering group cannot agree, each Party remains free to decide its own position.

9.6 **Limits of authority.** A Representative or steering group member cannot vary or waive a Binding Provision, sign a Definitive Agreement or commit funds, unless that person is also an authorised signatory acting under clause 32. Meeting notes, reports and action lists do not vary this MOU.

9.7 **Working groups.** The steering group may set up working groups. A working group makes recommendations only. Its members must comply with clauses 15, 17, 22 and 23.

10. Workplan and milestones

10.1 **Workplan.** The Parties intend to follow the workplan and target dates in Schedule 1.

10.2 **Target dates.** Every date in Schedule 1 is an estimate. Missing a target date is not a breach and gives rise to no liability.

10.3 **Review.** The steering group expects to review Schedule 1 at each meeting and may update it by written exchange, including email. An update that affects only planned tasks or dates does not need a variation under clause 32.

10.4 **Events outside a Party's control.** If an event outside a Party's reasonable control affects its planned work, that Party expects to tell the other promptly, and the Representatives expect to discuss revised dates.

11. Costs and expenses

11.1 **Own costs.** Each Party bears its own costs of preparing, negotiating and carrying out this MOU and the Project, including staff time, travel, professional advice, equipment and overheads, unless a Definitive Agreement or another written contract signed by both Parties says otherwise.

11.2 **No commitment of funds.** Except for a sum payable for breach of a Binding Provision, this MOU does not oblige or authorise either Party to pay, lend, advance, reimburse, grant or invest any money, or to transfer anything of value.

11.3 **Shared costs.** Schedule 2 shows how the Parties presently expect costs to fall. It is an estimate for planning only. A Party may recharge a shared cost to the other only under a written agreement or purchase order that identifies the cost and that the paying Party signs before the cost is incurred.

11.4 **No sharing of profits or losses.** This MOU does not provide for the sharing of profits or losses. If any income is received from a Project activity before a Definitive Agreement is signed, it belongs to the Party that earned it, unless the Parties agree in writing to divide gross receipts for a single defined activity. Before the Parties carry on any activity in which net profits are to be divided, they will sign a Definitive Agreement, after taking legal and tax advice.

11.5 **Public bodies.** If a Party is a public body, nothing in this MOU requires or authorises it to spend or commit money contrary to its powers, its budget approvals, or any law on public spending, procurement, subsidy control or grants. Any purchase, grant or funding arrangement must be made in the separate instrument that the law requires.

11.6 **Grant funding.** If a Party expects to use grant funding for the Project, it will check the terms of that grant before it incurs the cost. This MOU is not a grant agreement or a public contract.

11.7 **Taxes.** Each Party is responsible for its own taxes, including VAT on any supply it makes, and its own tax returns.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

12. Negotiation of a definitive agreement

12.1 **Expected terms.** If both Parties decide to proceed, they expect a Definitive Agreement to deal with: [Topics for a definitive agreement: _____]. They aim to decide whether to proceed by [Target decision date: _____]. This clause 12.1 is a Non-Binding Provision.

12.2 **No obligation to negotiate.** Neither Party is under any obligation to start, continue or conclude negotiations, whether in good faith or otherwise. Each Party may withdraw from discussions at any time and for any reason, without liability, subject only to the other Binding Provisions.

12.3 **No agreement to agree.** Nothing in this MOU is an agreement to agree, or a promise to use any level of effort to agree, the terms of a Definitive Agreement. Neither Party is bound to accept a term because it appears in this MOU, a draft or correspondence, or because it was accepted at an earlier stage. Each Party may propose different or additional terms.

12.4 **Conditions.** Entry into any Definitive Agreement is conditional on each Party being satisfied, in its absolute discretion, with the results of its due diligence, legal and tax review, funding and terms, and on each Party obtaining every approval it needs, including: [Approvals each party needs: _____].

12.5 **Honest dealing.** Clause 12.2 does not exclude liability for fraud. A Party that decides to withdraw from discussions should tell the other Party reasonably promptly, but a delay in doing so is not a breach.

12.6 **Effect of a Definitive Agreement.** A Definitive Agreement replaces this MOU to the extent that it says so. If it is silent, it prevails wherever it conflicts with this MOU, and clause 15 continues to apply to information disclosed before it was signed, unless the Definitive Agreement deals with that information.

13. Due diligence and approvals

13.1 **Exchange of information.** Each Party expects to consider in good faith reasonable requests for information that the other needs to assess the Project, including: [Due diligence items: _____].

13.2 **Access.** Any visit to premises, or access to systems or staff, is expected to take place by appointment, during normal working hours, and under the host's health and safety, security and confidentiality rules.

13.3 **No duty to disclose and no warranty.** Neither Party is obliged to disclose any particular item. Information is provided for evaluation only. Neither Party gives any representation or warranty, express or implied, about the accuracy, completeness or fitness for purpose of any information, except as set out in a Definitive Agreement. Nothing in this clause limits or excludes liability for fraud or fraudulent misrepresentation.

13.4 **No acceptance.** A review, comment, test or inspection is not acceptance of any product, service or term, and does not waive any right. Information received in due diligence is Confidential Information under clause 15.

13.5 **Board and other approvals.** The Parties expect each to present the Project to its board, governing body or other decision-maker at the stage shown in Schedule 1. A favourable decision by one Party's board does not bind that Party or the other Party to proceed.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

14. Exclusivity (optional, fixed period)

14.1 **Whether this clause applies.** This clause 14 [Does exclusivity apply: _____]. If it does not apply, clauses 14.2 to 14.6 have no effect.

14.2 **Exclusivity period.** The exclusivity period starts on the date this MOU takes effect and ends at 11.59 pm on **[Exclusivity end date: _____]**, or earlier if this MOU is terminated or the Parties sign a Definitive Agreement. It does not continue beyond that date unless the Parties extend it by a variation under clause 32 that states a new fixed end date.

14.3 **Lock-out.** During the exclusivity period, neither Party will, directly or through any other person, solicit, encourage, start or continue negotiations with, or accept an offer from, a third party for a transaction covering substantially the same subject as the Project, namely: [Subject of the exclusivity: _____].

14.4 **Permitted activity.** Clause 14.3 does not prevent a Party from carrying on its ordinary business, performing a contract that existed on the Effective Date, answering an unsolicited approach by saying that it is not available, or doing anything that the law, a regulator or a director's legal duty requires.

14.5 **Notice of approaches.** If a Party receives a serious unsolicited proposal that clause 14.3 covers, it will tell the other Party within 5 Business Days that a proposal has been received, unless the law or a duty of confidence prevents this. It need not identify the third party.

14.6 **Limits.** This clause does not restrict either Party's prices, customers, territories, output, recruitment or tendering, and does not oblige either Party to negotiate with the other or to sign a Definitive Agreement.

15. Confidentiality

15.1 **Meaning.** "Confidential Information" means all information of a confidential nature, in any form, that a Party (the "Discloser") or its advisers make available to the other Party (the "Recipient") in connection with the Project, whether before or after the Effective Date, and that is marked as confidential or that a reasonable person would understand to be confidential. It includes business plans, pricing, customer and supplier information, technical data, unpublished research, know-how, the Discloser's drafts, and the existence and content of the Parties' discussions.

15.2 **Exceptions.** Confidential Information does not include information that the Recipient can show: (a) is or becomes publicly available other than through a breach of this clause; (b) was lawfully in its possession free of any duty of confidence before it was disclosed; (c) was lawfully received from a third party free of any duty of confidence; or (d) was developed independently without use of the Discloser's information. These exceptions do not permit any disclosure of personal data that Data Protection Legislation prohibits.

15.3 **Duties.** The Recipient will: (a) use Confidential Information only to assess or carry out the Project; (b) protect it with at least the degree of care it uses for its own information of a similar kind, and in any case with reasonable care; (c) not disclose it except as this clause permits; and (d) tell the Discloser promptly on becoming aware of any unauthorised use or disclosure, and take reasonable steps to limit the harm.

15.4 **Permitted recipients.** The Recipient may disclose Confidential Information to its own and its group companies' employees, officers, professional advisers, insurers, subcontractors and prospective funders who need to know it for the Project and who are bound by duties of confidence no less protective than this clause. The Recipient is responsible for any act or omission of those persons that

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

would be a breach of this clause if done by the Recipient.

15.5 **Disclosure required by law.** The Recipient may disclose Confidential Information to the extent required by law, by a court of competent jurisdiction, by a regulator or by the rules of a recognised stock exchange. Where the law permits, it will give the Discloser prompt notice, disclose only what is required, and cooperate reasonably, at the Discloser's cost, if the Discloser seeks to protect the information.

15.6 **Return or destruction.** Within [Days to return confidential information: _____] days after a written request, or after this MOU ends, the Recipient will return or destroy the Discloser's Confidential Information and confirm in writing that it has done so. The Recipient may keep copies that the law or a genuine records retention policy requires it to keep, and automatic electronic back-up copies until they are overwritten in the ordinary course. This clause continues to apply to any retained copies.

15.7 **Duration.** The duties in this clause continue for [Years confidentiality lasts after the MOU ends: _____] years after this MOU ends. For a trade secret, they continue for as long as the information remains a trade secret. For personal data, they continue for as long as Data Protection Legislation protects it.

15.8 **Protected disclosures.** Nothing in this MOU prevents any person from making a protected disclosure under whistleblowing law, reporting a suspected offence to the police or a regulator, cooperating with an investigation, or exercising any right that cannot lawfully be excluded.

15.9 **Remedies.** Damages alone may not be an adequate remedy for a breach of this clause. The Discloser may seek an injunction, specific performance or other equitable relief, in addition to any other remedy.

15.10 **No licence and no obligation to disclose.** Nothing in this clause obliges a Party to disclose any information, prevents independent development by the Recipient, or grants any licence.

16. Freedom of information

16.1 **Application.** This clause applies if a Party is a public authority subject to FOIA (a "FOI Party").

16.2 **Acknowledgement.** The other Party acknowledges that a FOI Party may be required to disclose information about this MOU and the Project, including Confidential Information, in response to a request under FOIA.

16.3 **Consultation.** Where a FOI Party receives a request that covers the other Party's Confidential Information, it will, where it is reasonably practicable and the statutory time limits permit, notify the other Party and consult it before deciding whether to disclose. The other Party will respond within 5 Business Days with its views, including whether it considers that an exemption applies, for example because disclosure would be an actionable breach of confidence or would prejudice its commercial interests.

16.4 **Decision.** The FOI Party is responsible for deciding whether information is exempt from disclosure and whether to disclose it. It will take the other Party's views into account but is not bound by them.

16.5 **Marking.** Each Party should mark information that it considers commercially sensitive or confidential, and explain why, when it provides it. Marking does not of itself make information exempt.

16.6 **Assistance.** Each Party will give the FOI Party reasonable help, at its own cost, to enable it to

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

respond to a request within the time FOIA allows.

17. Data protection

17.1 **No personal data sharing by default.** Neither Party will share personal data with the other for the Project, other than business contact data under clause 17.2, until the Parties have put in place the written arrangement that Data Protection Legislation requires for that sharing. The personal data presently expected to be shared is: [Personal data planned to be shared: _____].

17.2 **Business contact data.** Each Party may use the names and work contact details of the other Party's staff to administer the Project, as an independent controller, and will handle them in line with Data Protection Legislation.

17.3 **Independent controllers.** Where each Party decides independently why and how it processes personal data that it receives, each is a separate controller and is responsible for its own compliance. Before any such sharing starts, the Parties will agree in writing the data to be shared, the lawful basis and purpose, the retention period and the security measures.

17.4 **Joint controllers.** If the Parties jointly determine the purposes and means of any processing, they will be joint controllers. Before that processing starts, they will put in place a written arrangement that sets out their respective responsibilities for compliance, including for responding to data subjects and providing privacy information, as Article 26 of the UK GDPR requires.

17.5 **Processors.** If one Party will process personal data on behalf of the other, the Parties will first enter into a written contract that is binding on the processor and that meets Article 28(3) of the UK GDPR. This MOU is not that contract and cannot replace it.

17.6 **Security incidents.** If a Party becomes aware of a personal data breach affecting personal data received from the other Party for the Project, it will notify the other Party without undue delay, and in any event within [Hours to report a data breach: _____] hours of becoming aware of it, and will give the information the other Party reasonably needs to meet its own legal obligations.

17.7 **International transfers.** Neither Party will transfer personal data received from the other outside the United Kingdom unless Data Protection Legislation permits the transfer and, where the other Party is the controller, it has given prior written consent.

17.8 **Information received by mistake.** A Party that receives personal data by mistake will stop using it, tell the sender, keep it secure, and return or delete it as the sender lawfully directs.

18. Intellectual property

18.1 **Background IP.** Each Party keeps all rights in its Background IP. Nothing in this MOU assigns, licenses, charges or otherwise transfers any Intellectual Property, or any interest in it.

18.2 **Evaluation use only.** A Party may use the other's Confidential Information and materials only for evaluation and the purposes that clause 15 permits. It will not reverse engineer, resell, publish or adapt them without the other Party's written permission, except to the extent the law permits despite this restriction.

18.3 **Project Materials.** As between the Parties, each Party owns the Project Materials that it creates alone. The other Party may use a copy internally during the Term only to assess the Project.

18.4 **No joint works intended.** The Parties do not intend, under this MOU alone, to create works of joint authorship or joint inventions. Before starting an activity likely to create jointly developed Intellectual Property, they will sign a written agreement about ownership, protection, costs, use and

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

licensing.

18.5 **Unplanned joint results.** If jointly developed Intellectual Property nevertheless arises, ownership follows the general law until the Parties agree otherwise in a signed written agreement. Each Party will tell the other promptly and keep unpublished details confidential under clause 15. Neither Party will license, assign or charge its interest in a jointly owned patent or patent application, or file a patent application for a joint result, without the other Party's written consent, unless an urgent filing is needed to avoid losing rights and the filing Party gives notice at once.

18.6 **Formal transfers.** Any assignment of copyright, a patent or patent application, or a registered trade mark will be made only by a separate written instrument signed by or on behalf of the assignor.

18.7 **Publication.** A Party that intends to publish results of the Project will send the draft to the other Party at least 30 days before submission. It will remove the other Party's Confidential Information on request and, if asked within that period, will delay publication by up to 60 further days so that a patent application can be filed. This clause does not prevent the publication of research results that a Party is legally required to publish.

18.8 **Staff and contractors.** Each Party is responsible for the arrangements it needs with its own staff and contractors to comply with this clause.

19. Publicity and use of names and logos

19.1 **Consent needed.** Neither Party will use the other Party's name, logo, trade marks or the names of its staff in advertising, on a website, in a press release, in a funding bid or on social media without the other Party's prior written consent to that particular use.

19.2 **Conditions of use.** A consent is limited to the use described, is non-exclusive and non-transferable, and may be withdrawn on [Notice to withdraw logo consent (days): _____] days' written notice. The user will follow the owner's brand guidelines, provide samples on request, and correct any use that the owner reasonably says falls short of its standards. All goodwill arising from the use belongs to the owner of the mark.

19.3 **Joint announcements.** The Parties will agree in writing the wording and timing of any joint announcement. No announcement may describe the Parties as legal partners or joint venturers, or state that a binding agreement on the Project has been concluded.

19.4 **Required statements.** A Party may make any statement that the law, a regulator or a funder's written terms require. Where lawful and practicable, it will show the wording to the other Party in advance.

19.5 **No endorsement.** Nothing in this MOU is an endorsement by either Party of the other's products, services or views.

19.6 **End of use.** When a consent or this MOU ends, the user will make no new use and will remove existing online uses within 30 days. Archive copies and printed materials already lawfully distributed need not be recalled.

20. No partnership, agency or joint venture

20.1 **Independent parties.** The Parties are independent of each other. Nothing in this MOU, and no activity carried out under it, is intended to create a partnership, joint venture, agency, trust or fiduciary relationship between them, or a separate legal entity of any kind.

20.2 **No business in common.** The Parties will not, under this MOU, carry on any business in

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

common with a view to profit, share net profits or losses, or hold property jointly.

20.3 **No authority to bind.** Neither Party has authority to bind the other, to make any promise or incur any liability on its behalf, to receive money for it, or to hold itself out as its agent.

20.4 **Staff.** Each Party's staff and volunteers remain its own. Each Party is responsible for its own staff's pay, pension, tax and national insurance contributions, supervision, insurance and compliance with employment law. Neither Party intends any person to transfer to the other's employment as a result of this MOU.

20.5 **Use of the word "partner".** If a Party uses "partner" or "partnership" in ordinary speech or publicity about the Project, it describes cooperation only and not a legal partnership.

21. Non-exclusivity and freedom to deal

21.1 **Freedom to deal.** Subject to clause 14 if it applies, each Party is free to pursue similar projects, alone or with others, including with a competitor of the other Party.

21.2 **No duty to offer opportunities.** Neither Party is obliged to offer any business opportunity, customer, funding or investment to the other.

21.3 **Other duties continue.** This clause does not permit any use or disclosure of Confidential Information, or any use of Intellectual Property, that this MOU does not otherwise allow.

22. Competition law compliance

22.1 **Compliance.** Each Party will comply with the Competition Act 1998 and all other competition law that applies to the Project.

22.2 **Prohibited conduct.** The Parties will not use the Project, or any meeting or exchange under it, to fix prices or other trading conditions, share markets, customers or sources of supply, limit production or investment, rig bids, or agree not to recruit or to fix the pay of each other's staff.

22.3 **Sensitive information.** If the Parties are actual or potential competitors, they will not exchange current or future prices, costs, margins, bids, capacity, customer plans or pay information, except under a clean team or similar procedure approved in writing by each Party's legal adviser. Any person who hears such a discussion will object, ask that it stop, and report it to that person's legal adviser.

22.4 **Research and development.** If the Project involves joint research and development, the Parties will take advice on whether any Definitive Agreement can benefit from an available block exemption before it is signed.

22.5 **Review.** Each Party may require the Parties to suspend an activity under the Project while they take competition law advice on it, without liability.

23. Anti-bribery, anti-fraud and ethics

23.1 **No bribery.** Neither Party will, in connection with the Project, offer, promise, give, request, agree to receive or accept any financial or other advantage that would be an offence under the Bribery Act 2010, and each Party will keep in place adequate procedures designed to prevent persons associated with it from doing so.

23.2 **No fraud.** Neither Party will commit, and each Party will take reasonable steps to prevent its staff, agents and subcontractors from committing, any fraud offence in connection with the Project, and will keep in place such fraud prevention procedures as are reasonable for an organisation of its size and type.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

23.3 **Modern slavery, sanctions and export control.** Each Party will comply with applicable modern slavery, sanctions and export control law in connection with the Project. Neither Party will send the other any controlled goods, software or technology without first giving notice and obtaining any licence required.

23.4 **Conflicts of interest.** Each Party will tell the other promptly of any financial, family or other interest that could improperly influence its decisions on the Project. An affected person will take no part in those decisions until the Parties have agreed in writing how to manage the conflict.

23.5 **Gifts and hospitality.** Any gifts or hospitality between the Parties' staff will be modest, proportionate and recorded in line with each Party's own policies.

23.6 **Notice and suspension.** A Party will tell the other promptly if it becomes aware of a breach of this clause. The other Party may suspend its participation in the Project until the matter has been investigated and resolved to its reasonable satisfaction.

23.7 **Records.** Each Party will keep reasonable records of its activities and spending on the Project for any period that the law or a funder requires. This MOU does not give either Party a right to audit the other.

24. Term, review and renewal

24.1 **Term.** This MOU takes effect as clause 1 states and continues until **[End date of the MOU: _____]**, unless it is terminated earlier under clause 25 or extended under clause 24.2.

24.2 **Extension.** The Parties may extend the Term by a written variation signed under clause 32 before the end date. This MOU does not renew automatically.

24.3 **Review.** The steering group expects to review this MOU [How often the MOU is reviewed: _____] and to recommend whether to continue, change or end it.

24.4 **Cooperation after the end date.** If the Parties continue to cooperate after the end date without a signed extension, the Non-Binding Provisions still create no obligation, and clauses 15 to 23 apply to information, materials and names exchanged during that cooperation.

24.5 **End on a Definitive Agreement.** This MOU ends when a Definitive Agreement that replaces it takes effect, subject to clauses 12.6 and 26.

25. Termination and wind-down

25.1 **Termination on notice.** Either Party may terminate this MOU for any reason, or for no reason, by giving at least [Notice to terminate (days): _____] days' written notice to the other.

25.2 **By agreement.** The Parties may terminate this MOU at any time by written agreement signed by both.

25.3 **Breach of a Binding Provision.** If a Party commits a material breach of a Binding Provision, the other Party may give it written notice describing the breach. If the breach is capable of remedy and is not remedied within [Days to remedy a breach: _____] days after that notice, or if it is not capable of remedy, the other Party may terminate this MOU with immediate effect by further written notice.

25.4 **Insolvency.** Either Party may terminate this MOU with immediate effect by written notice if the other Party becomes insolvent, enters administration, liquidation or a voluntary arrangement with its creditors, has a receiver appointed over any of its assets, or suffers any similar event in any

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

jurisdiction.

25.5 **Legal or safety reasons.** A Party may terminate this MOU with immediate effect by written notice if continuing would breach the law, a court order or the terms of its funding, or would create a serious health and safety or security risk.

25.6 **Wind-down.** After notice of termination, the Representatives expect to agree an orderly end to the planned activities. Each Party will: (a) stop using the other's names and marks as clause 19 requires; (b) return or destroy Confidential Information under clause 15.6; (c) return any borrowed equipment or property within 30 days, in the condition in which it was received, fair wear and tear excepted; and (d) end any access to the other's systems and premises.

25.7 **Effect of termination.** Termination does not affect rights and remedies under the Binding Provisions that arose before termination, or any Definitive Agreement or other contract between the Parties, unless that contract says so. Neither Party owes any termination payment or compensation merely because this MOU ends.

26. Survival

26.1 **Provisions that continue.** Clauses 3, 5, 6, 11, 12.2 to 12.6, 13.3, 13.4, 15 to 20, 23.7, 25.6, 25.7, 26, 27 and 28 to 37 continue after this MOU ends, to the extent needed to give effect to them.

26.2 **Duration.** A surviving provision that states a period continues for that period. Any other surviving provision continues until all rights and duties under it have been performed or have expired.

26.3 **Provisions that end.** All other provisions end with this MOU. Clause 14 ends at the time clause 14.2 states, but a claim for an earlier breach continues.

26.4 **Accrued claims.** The end of this MOU does not shorten the time within which a Party may bring a claim for breach of a Binding Provision.

27. Liability and no reliance

27.1 **Non-Binding Provisions.** Neither Party is liable to the other for failing to do anything described in a Non-Binding Provision, or because the Project does not go ahead or no Definitive Agreement is signed.

27.2 **No reliance.** Each Party has made its own assessment of the Project. Each Party acknowledges that it does not rely on any Non-Binding Provision, statement, forecast, projection or draft as a promise. Any money a Party spends, or any opportunity it gives up, before a Definitive Agreement is signed is at its own risk.

27.3 **Measure of loss.** For a breach of a Binding Provision, a Party may recover only its direct losses that were reasonably foreseeable and caused by the breach. It may not recover any profit or other benefit that it would have received under a Definitive Agreement that was not signed.

27.4 **Excluded losses.** Neither Party is liable to the other under or in connection with this MOU, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, revenue, business, goodwill or anticipated savings, or for any indirect or consequential loss.

27.5 **Cap.** Each Party's total liability to the other under or in connection with this MOU is limited to [Liability cap: _____].

27.6 **Liability that is not limited.** Nothing in this MOU limits or excludes either Party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c)

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

breach of clause 15 or clause 17; (d) infringement or misuse of the other Party's Intellectual Property; or (e) any other liability that cannot be limited or excluded by law.

27.7 **Reasonableness.** The Parties have negotiated clauses 27.2 to 27.5 with the benefit of the opportunity to take legal advice, and they consider them fair and reasonable having regard to the non-binding nature of the Project and the circumstances known to them at the date of this MOU.

27.8 **Indemnity.** Each Party will indemnify the other against third-party claims, and the reasonable costs of defending them, to the extent caused by its breach of clauses 15 to 19 or 22 to 23. The indemnified Party will give prompt notice of the claim, allow the indemnifying Party to conduct its defence, and cooperate reasonably at the indemnifying Party's cost. A settlement that admits fault on behalf of the indemnified Party, or imposes an obligation on it, needs its written consent.

27.9 **Force majeure.** A Party is not liable for delay or failure in performing a Binding Provision caused by an event beyond its reasonable control, such as natural disaster, war, terrorism, epidemic, government action, failure of utilities or industrial action not limited to its own workforce. It will give prompt notice, take reasonable steps to limit the effect, and resume performance as soon as reasonably possible. This clause does not excuse an unauthorised disclosure of Confidential Information that reasonable safeguards would have prevented.

27.10 **Mitigation.** Each Party will take reasonable steps to mitigate any loss it suffers in connection with this MOU.

28. Dispute resolution: escalation and mediation

28.1 **Scope.** This clause applies to any dispute about a Binding Provision (a "Dispute"). A difference of view about planned work should be discussed by the Representatives but gives rise to no claim. Nothing in this clause obliges a Party to negotiate a Definitive Agreement.

28.2 **Dispute notice.** A Party that wishes to raise a Dispute will give the other a written notice that summarises the facts, identifies the provision concerned and states the outcome it seeks. The Representatives will meet in good faith to try to resolve the Dispute within 10 Business Days after the notice is received.

28.3 **Escalation.** If the Dispute is not resolved within 20 Business Days after the notice, either Party may refer it to the senior officers named in Schedule 3, who will meet in good faith within the next 10 Business Days to try to resolve it.

28.4 **Mediation.** If the Dispute is not resolved within 10 Business Days after the senior officers were due to meet, either Party may refer it to mediation under the model mediation procedure of [Mediation provider: _____], or before another mediator agreed by the Parties. Unless the Parties agree otherwise, the mediation will take place in [Place of mediation: _____] or by video conference. Each Party will bear its own costs and half of the mediator's fees.

28.5 **Court proceedings.** If the Dispute is not resolved within 40 Business Days after a mediation request, or if the other Party does not take part in the mediation, either Party may issue court proceedings under clause 29.

28.6 **Urgent relief and limitation.** Nothing in this clause prevents a Party from applying to the court at any time for urgent interim relief, or from issuing proceedings to prevent a claim from becoming time-barred, in which case the Parties will ask the court to stay the proceedings while this clause is followed.

28.7 **Without prejudice.** Discussions and documents under this clause are without prejudice and

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

confidential, except to the extent the law provides otherwise.

28.8 **Arbitration by later agreement.** If the Parties later agree in writing to refer a Dispute to arbitration, the arbitration agreement will be governed by the law of [Governing law: _____] unless that written agreement expressly chooses another law for it.

28.9 **Costs.** Each Party bears its own costs of the steps in clauses 28.2 to 28.4.

29. Governing law and jurisdiction

29.1 **Governing law.** This MOU, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter or formation, are governed by the law of [Governing law: _____].

29.2 **Jurisdiction.** The courts of [Courts with jurisdiction: _____] have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this MOU, its subject matter or formation, subject to clause 28 and to clause 29.3.

29.3 **Interim relief elsewhere.** A Party may apply for interim relief or enforce a judgment in any court of competent jurisdiction.

29.4 **Status.** The choice of law and courts in this clause does not make any Non-Binding Provision enforceable.

30. Notices

30.1 **Form.** Any notice under a Binding Provision must be in writing, in English, and delivered by hand, sent by pre-paid first class post or recorded delivery, or sent by email, to the notice address in Schedule 3.

30.2 **Deemed receipt.** A notice is treated as received: (a) if delivered by hand, when left at the address; (b) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; and (c) if sent by email, at the time of transmission, unless the sender receives an automated message that the email has not been delivered. A notice treated as received outside 9.00 am to 5.00 pm on a Business Day is treated as received at 9.00 am on the next Business Day.

30.3 **Formal notices.** A notice of breach, termination or Dispute sent by email must also be sent by hand or recorded delivery within 2 Business Days.

30.4 **Changes.** A Party may change its notice details by notice to the other. Day-to-day communications about the Project may be sent by any agreed means.

30.5 **Legal proceedings.** This clause does not apply to the service of proceedings or other documents in legal action.

31. Assignment

31.1 **Consent required.** Neither Party may assign, transfer, charge, subcontract or deal in any other way with any of its rights or obligations under the Binding Provisions without the prior written consent of the other Party.

31.2 **Successors.** A Party may transfer the Binding Provisions as a whole to a successor to all or substantially all of the business or functions concerned, by prompt written notice, if the successor agrees in writing to be bound by them. The other Party may then terminate this MOU with immediate effect by notice given within 30 days after it receives that notice.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

31.3 **Successors bound.** The Binding Provisions bind and benefit the Parties and their permitted successors and assignees.

32. Variation and waiver

32.1 **Variation.** No variation of this MOU is effective unless it is in writing, refers to this MOU and is signed by an authorised signatory of each Party. An exchange of emails is not enough for this purpose unless it attaches a document signed in this way.

32.2 **Planning updates.** The Representatives may update Schedule 1 and Schedule 2 in writing under clause 10.3. An update does not become binding by that means.

32.3 **Waiver.** A waiver of any right or remedy is effective only if given in writing and signed by the Party giving it, and applies only to the circumstances for which it is given. A failure or delay in exercising a right or remedy is not a waiver of it, and a single or partial exercise does not prevent further exercise.

32.4 **No conversion.** A variation makes a Non-Binding Provision binding only if it says so expressly, identifies the provision by number and updates clause 6.1.

33. Entire understanding

33.1 **Entire understanding.** This MOU, with its Schedules, sets out the whole understanding between the Parties about its subject matter, and supersedes all earlier discussions, proposals and drafts about the Project.

33.2 **Documents superseded.** This MOU replaces the following earlier documents, by title and date: [Earlier documents replaced: _____].

33.3 **Documents that continue.** The following agreements between the Parties continue and are not changed: [Agreements that continue: _____]. If a continuing confidentiality agreement conflicts with clause 15, the term that gives more protection to the Confidential Information applies, but clause 15.8 always applies.

33.4 **No other representations.** Each Party agrees that, in entering into the Binding Provisions, it does not rely on any statement, representation, assurance or warranty that is not set out in this MOU. Nothing in this clause limits or excludes liability for fraud or fraudulent misrepresentation.

34. Severability

34.1 **Invalid provisions.** If any Binding Provision, or part of one, is or becomes invalid, illegal or unenforceable, it is to be treated as modified to the minimum extent needed to make it valid, legal and enforceable. If that is not possible, it is to be treated as deleted. The validity of the other Binding Provisions is not affected.

34.2 **Replacement.** If clause 34.1 applies, the Parties expect to discuss in good faith a lawful replacement that comes as close as possible to the intended effect of the affected provision.

34.3 **Non-Binding Provisions.** Nothing in this clause makes a Non-Binding Provision enforceable.

35. Third-party rights excluded

35.1 **Exclusion of the 1999 Act.** A person who is not a Party to this MOU has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this MOU. This applies to any group company, funder, customer, member of staff or member of the

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

public, even if this MOU names or describes that person.

35.2 **Variation without consent.** The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this MOU are not subject to the consent of any other person.

35.3 **Other rights.** This clause does not affect any right or remedy of a third party that exists or is available apart from that Act.

36. Authority to sign

36.1 **Power and approvals.** Each Party confirms that it has the power to enter into the Binding Provisions and has obtained the internal approvals it needs to do so. This confirmation does not extend to approval of the Project or of any Definitive Agreement.

36.2 **Signatories.** Each person who signs this MOU on behalf of a Party confirms that he or she is authorised by that Party to do so. Each Party will provide reasonable evidence of that authority on request, such as a board minute or delegation.

36.3 **No conflict.** Each Party confirms that, so far as it is aware, entering into the Binding Provisions does not breach any law, court order or agreement that binds it.

36.4 **Execution as a deed.** The Parties intend to sign this MOU under hand. If the Parties wish any Binding Provision to be enforceable without consideration, they will execute a separate document that is stated on its face to be a deed and is validly executed as one.

37. Counterparts and electronic signature

37.1 **Counterparts.** This MOU may be signed in any number of counterparts. Each counterpart, when signed and delivered, is an original, and all the counterparts together form one document.

37.2 **Electronic signature.** Each Party agrees that this MOU may be signed by electronic signature, including a typed name, a scanned signature or a signature applied through an e-signature platform, and that a signed copy delivered by email or another electronic means has the same effect as delivery of an original.

37.3 **Records.** Each Party will keep a complete signed copy of this MOU. Signature of this MOU does not show that any Non-Binding Provision is binding.

By signing below, each Party confirms that it has read this MOU, that it accepts the Binding Provisions listed in clause 6.1 as legally binding, and that the Non-Binding Provisions are subject to contract and record intentions only.

Signed for and on behalf of [Party A's full legal name: _____]
Signature:
Name: [Party A signatory's name: _____]
Position: [Party A signatory's position: _____]
Date:

Signed for and on behalf of [Party B's full legal name: _____]
Signature:
Name: [Party B signatory's name: _____]
Position: [Party B signatory's position: _____]
Date:

SCHEDULE 1: WORKPLAN AND MILESTONES (NON-BINDING)

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

1. Planning stage
Task: [Planning task: _____]
Lead Party: [Planning task lead: _____]
Expected output: [Planning task output: _____]
Target date: [Planning task target date: _____]

2. Pilot or joint assessment stage
Task: [Pilot task: _____]
Lead Party: [Pilot task lead: _____]
Expected output: [Pilot task output: _____]
Target date: [Pilot task target date: _____]

3. Decision stage
Task: [Decision task: _____]
Lead Party: [Decision task lead: _____]
Expected output: [Decision task output: _____]
Target date: [Decision task target date: _____]

4. Board or governing body decisions expected: [Board decisions expected: _____]

5. Assumptions and dependencies: [Assumptions and dependencies: _____]

6. Open issues and risks: [Open issues and risks: _____]

All entries in this Schedule are estimates. Clause 10 applies to this Schedule.

SCHEDULE 2: CONTRIBUTIONS AND COST ALLOCATION (NON-BINDING ESTIMATE)

1. Staff time: each Party bears its own staff costs. Estimated effort of Party A: [Party A's estimated effort: _____]. Estimated effort of Party B: [Party B's estimated effort: _____].

2. In-kind contributions: [In-kind contributions: _____]

3. Travel and meetings: [Travel and meeting costs: _____]

4. Equipment, software and premises: [Equipment, software and premises: _____]

5. External advisers and contractors: [External advisers: _____]

6. Other expected costs: [Other expected costs: _____]

7. External funding expected: [External funding expected: _____]

8. Separate written agreements needed before any money changes hands: [Separate agreements needed: _____]

This Schedule does not commit any funds or authorise any charge. Clause 11 applies to it. It does not provide for the sharing of profits or losses.

SCHEDULE 3: REPRESENTATIVES AND CONTACT DETAILS

1. Party A
Representative: [Party A representative: _____]
Telephone and email: [Party A representative contact: _____]
Senior officer for escalation: [Party A senior officer: _____]
Address and email for notices: [Party A notice address and email: _____]

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

2. Party B
Representative: [Party B representative: _____]
Telephone and email: [Party B representative contact: _____]
Senior officer for escalation: [Party B senior officer: _____]
Address and email for notices: [Party B notice address and email: _____]

3. Updates. A Party may update its entry by notice under clause 9.2 or clause 30.4.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.