**MEMORANDUM OF UNDERSTANDING**

[PRIME GRANTEE]

[Grantee Address]

AND

[SUBGRANTEE]

[Subgrantee Address]

For

[Program Name]

This Memorandum of Understanding is dated [Effective Date] and is between [Grantee] (“**Grantee**”) and [Subgrantee], (“**Subgrantee**”) jointly known as the “**Parties**.” The purpose of this Memorandum is to manage expectations between the Parties prior to the issuance of an actual grant, with respect to our joint efforts to submit a proposal to carry out work under [Program Name] (the “**Program**”) offered by [Agency/Organization soliciting proposals] (the “**Agency**”).

**I. Expertise of the Parties**

The Parties understand that each company brings knowledge and expertise that may enhance the other Party when combined. **Grantee** specializes in [*e.g., international development projects and consulting services in a wide range of areas, including land tenure and land titling; natural resource management, governance, and rights; agriculture; economic growth and poverty reduction; post-conflict transitional issues; and health and infectious diseases*]. **Subgrantee** brings [*e.g., extensive science, policy, and implementation expertise, as well as technical advisory services in natural resource management, biodiversity conservation, securing resource rights, participatory mapping, policy improvement, and economic growth*].

**II. Responsibilities of Subgrantee**

To develop the opportunities expected from [Program Name] **Grantee** anticipates naming **Subgrantee** as a potential subcontractor for the proposed grant, and will keep **Subgrantee** apprised of any changes in the proposed scope of work. **Subgrantee’s** scope of work under the grant may include [*include description of Subgrantee’s scope of work, e.g.:*

* *Develop and support the replication of sustainable management and financially viable models within private sector natural resource commodity productions*
* *Implement community empowerment approach to ensure sustainable forest management and improved livelihoods*
* *Facilitate sustainable forest management and public-private partnerships to reduce threats to biodiversity and greenhouse gas emissions from land use*
* *Provisions of long-term and short-term staff, which the Parties will negotiate during the proposal phase*]

In the event the Agency awards **Grantee** a grant for the proposed effort, the Parties agree to negotiate in good faith and proceed in a timely manner to conclude a mutually acceptable subcontract covering the proposed scope of work.

[The following clauses are drafted to be non-binding, and so this template has been drafted without termination and dispute resolution clauses in Section VII and VIII. If the Memorandum is drafted to be binding, those clauses can be included.]

III. Exclusivity

Because of the competitive nature of the bidding process and because Grantee anticipates sharing sensitive information with Subgrantee in the course of the bid, Grantee requests that Subgrantee participates solely and exclusively with Grantee in the bidding process for the Grant.

IV. Confidentiality

The Parties may have access to materials, data, strategies, systems or other information relating to the other Party and its programs that is intended for internal use only. The Parties understand that any such information should not be used, published or divulged to any individual or corporation, in any manner or for whatever purpose, except through the Party’s previous written permission, which may be withheld by the respective Party at its sole discretion.

V. Intellectual Property Rights

The Parties may produce documents, reports, studies, photographs, and maps, as well as product-specific documents (collectively “**Works**”). The parties understand that unless otherwise agreed in writing, the copyright and other intellectual property rights in any such Work will remain with the Party that produces the Work. If the Parties jointly produce a Work, the Parties will jointly own the copyright.

Neither Party will publish or otherwise distribute the Work of the other Party without both the previous written consent of the other Party and crediting the other Party in such Work.

The names and logos of the Parties are trademarks; as such, neither Party may use them for any purpose without the prior express written permission of their owners.

VI. Proposal Preparation

**Grantee** will retain control over and provide overall management of the prime proposal ("**Proposal**") activities in response to the Program solicitation. **Grantee** desires to consult with **Subgrantee** on proposal decisions affecting **Subgrantee’s** area of expertise.

At the direction of **Grantee**, **Subgrantee** will participate in and support the Proposal effort in the areas of its responsibility as set forth in Section II of this Memorandum. At least \_\_\_\_\_\_\_\_\_\_ days prior to the date on which **Grantee’s** Proposal is due, **Subgrantee** will submit to **Grantee** a proposal for that scope of work set forth in Section II. As reasonably requested by **Grantee**, **Subgrantee** will provide **Grantee** all technical, management, schedule data, information, prices, support, resumes and materials (to include hardware and software) to facilitate the successful completion of the Proposal for the Program.

The Parties understand that **Grantee** should have primary control over all communications with the Agency pertaining to the Proposal (and any subsequent grant). In the event Agency contacts **Subgrantee** concerning the Proposal, **Subgrantee** should promptly notify **Grantee** prior to any response by **Subgrantee** to ensure coordination of efforts and understanding of commitments. However, nothing herein is intended to affect the rights of the Agency to negotiate directly with either Party on any basis the Agency may desire.

IX. Limits of Memorandum

The Parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement, nor is the purpose of the Parties to enter into a commercial undertaking for monetary gain. Neither Party will refer to or treat the arrangements under this Memorandum as a legal partnership or take any action inconsistent with such intention.

The Parties do not intend to create any legally binding obligations The Parties intend to use this MOU to facilitate discussions regarding general areas of cooperation.

This Memorandum accurately represents the understanding and intentions of the Parties.

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| **[Prime Grantee]**  ICLM\_IntSignature:1  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **[Authorized Signatory Name]**  **[Title]** | **[Subgrantee]**  ICLM\_ExtSignature:1  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **[**  **Authorized Signatory Name]**  **[Title]** |
| IntDate1  **Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | ExtDate1  **Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |