



Memorandum of Understanding
dated [date, month, year]

Between:

The Chancellor, Masters, and Scholars of the University of Cambridge, The Old Schools, Trinity Lane, Cambridge, CB2 1TN, United Kingdom (“**Cambridge**”) through [name of department or School];

and

[**Partner institution legal entity name**], of [address], a [describe type of organisation] established in [jurisdiction] [with registration number [xxxx]] (“**Partner Institution**”).

WHEREAS Cambridge is an exempt charity whose mission is to contribute to society through the pursuit of education, learning and research at the highest international levels of excellence who is committed to academic freedom.

WHEREAS Partner Institution [insert description of mission and values].

PURPOSE

1. The purpose of this Memorandum of Understanding (‘**MoU**’) is formally to record the mutual interest of Cambridge and Partner Institution in promoting and furthering academic links between the two institutions for a period of [three] years following the date of the last signature to this MoU.

PRELIMINARY DISCUSSIONS

2. The parties have discussed the possibilities for collaboration, including:

- staff and student exchange;
- collaborative research; and
- exchange of academic, educational, scientific, and scholarly materials,

subject to appropriate due diligence including compliance with law (for example but without limitation sanctions, export control and national security laws) and internal policy of the institutions; negotiation of the appropriate legally binding contractual terms; and to the necessary funding being available.

FUTURE STEPS

3. If these possibilities for collaboration appear to be feasible after further discussion between the parties and suitable funding sources are identified, it is proposed that negotiations should take place with a view to finalising the terms of such contractual arrangements between such parties as may be necessary and appropriate to put the proposal into effect.

PUBLIC STATEMENTS

4. This clause 4 is intended to be legally binding. The parties acknowledge the merits of positive publicity, but they recognise that neither party should make any press announcement or public statement about the proposals or this MoU which has not been agreed in advance by the other party.

BRAND PROTECTION

5. This clause 5 is intended to be legally binding. Neither party will use the name, trade name, trademark, logo or other designation of the other party in connection with any products, promotion, advertising, press release, or publicity without the prior written permission of the other party.

LAW AND JURISDICTION

6. This clause 6 is intended to be legally binding. This MoU shall be governed by the law of England and the parties agree to submit to the exclusive jurisdiction of the Courts of England.

EFFECT OF THIS MEMORANDUM

7. This clause 7 is intended to be legally binding. While the parties wish by this MoU to make clear their support of, and enthusiasm for, the proposals, with the exception of clauses 4 (Public Statements), 5 (Brand Protection) and this clause 6 (Law and Jurisdiction) and clause 7 (Effect of this Memorandum), which the parties acknowledge to be legally binding upon them, this MoU is not intended to create any legally binding relationship between the parties. The parties recognise that any agreement or agreements involving the parties which may subsequently be negotiated will, prior to execution, require the express approval of specific bodies and duly authorised officers within Cambridge and [partner institution] and they acknowledge that at any time in advance of such execution the parties and each of them shall be free to propose arrangements different from those outlined in this MoU or unilaterally to cease any consideration or negotiation contemplated by this MoU without any liability whatsoever to the other party.

Signed for and on behalf of **Cambridge** by [name, position]

_____ on [date]

Signed for and on behalf of **Partner Institution** by [name, position]

_____ on [date]

SAMPLE