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| **Prepared for:**  Client Name [Client. Company] |

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| **Prepared by:**  Sender Name [Sender. Company] |

This Memorandum of Agreement (this “MOA” or this “Memorandum of Agreement”) is made and entered into on this day of month year (“Effective Date”) by and between:

[Client. Company], a party 1 state of incorp company, with an office located at address; and

[Sender. Company], a party 2 state of incorp company, with an office located at address;

What is a memorandum of agreement?

A memorandum of agreement is a cooperative agreement between two or more parties, documenting the details of the collaboration, but different from a memorandum of understanding, the agreement is more likely to impose obligations on those involved.

## 1. PURPOSE & SCOPE.

The purpose of this Memorandum of Agreement is to set forth the terms and conditions, scope of work and responsibilities of the parties associated with their collaboration on describe project.

Specifically, both parties will cooperate to develop specifics and objectives related to product.

## 2. BACKGROUND.

Both parties see the benefits of this project, have a desire to pursue the project and have determined that each brings unique expertise and experience necessary to accomplish the objectives outlined above.

[Client. Company] has unique expertise and experience in the following areas:

[Sender. Company] has unique expertise and experience in the following areas:

## 3. [Client. Company] RESPONSIBILITIES.

[Client. Company] shall undertake the following activities under this MOA:

## 4. [Sender. Company] RESPONSIBILITIES.

[Sender. Company] shall undertake the following activities under this MOA:

## 5. TERMS AND CONDITIONS.

It is mutually understood and agreed by and between the parties that:

1. Each party takes legal and financial responsibility for the actions of its respective employees, officers, agents, representatives and volunteers. Each party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney’s fees, arising out of or resulting from the indemnifying party’s acts or omissions related to its participation under this Memorandum of Agreement, and each party shall bear the proportionate cost of any damages attributable to the fault of such party, its officers, agents, employees and independent contractors.  It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be applied.
2. Each party, at its sole cost and expense, shall carry insurance or self-insure to cover its activities in connection with this MOA, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.
3. This MOA may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.
4. This MOA may be terminated by mutual agreement of the parties, and shall automatically terminate upon completion of all responsibilities as stated herein, unless otherwise amended.

## 6. FUNDING; COSTS.

The parties shall each be solely responsible for any and all costs associated with their responsibilities under this MOA.

## 7. EFFECTIVE DATE AND SIGNATURE.

This Memorandum of Agreement shall be effective upon the date of the last party to sign this MOA below. The parties indicate agreement with this Memorandum of Agreement by their signatures below.

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| [Sender. company] | [Client. Company] |