**<INSERT LOGOS>**

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN THE**

**[\*\*]**

**AND**

**[\*\*]**

**THIS MOU** is made on the [\*\*] (“**Effective Date**”)

BETWEEN:

1. [\*\*] whose registered office is at [\*\*], Singapore [\*\*] (the “[\*\*]”); and
2. [\*\*]

*(each a ”Party” and both “Parties”)*

***THIS MEMORANDUM OF UNDERSTANDING WITNESSES*** *as follows:*

1. **OBJECTIVES**

[\*\*] and [\*\*] have agreed to collaborate together:

* 1. [\*\*] [ State purpose and objectives of collaboration]
  2. [\*\*]

1. **DURATION and TERMINATION**
   1. This MOU shall commence on the Effective Date and shall continue for three (3) years unless terminated earlier in accordance with this MOU.
   2. A party may terminate this MOU by giving not less than six (6) months’ written notice to the other party.
2. **CONFIDENTIALITY**
   1. The Parties shall treat the contents of this MOU and any information provided by the disclosing Party in connection with this MOU as strictly confidential unless otherwise required by law.
   2. No Party shall, without prior written consent of the other Party (which shall not be unreasonably withheld), make any public announcement of any kind save that any Party shall be at liberty to disclose the fact that this MOU has been executed by the Parties.
3. **INTELLECTUAL PROPERTY** 
   1. Subject always to any third party rights, the Parties intend that all rights, title and interest subsisting in intellectual property (‘the IP”) created, procured and/or developed in the course of this collaboration be jointly owned by the Parties.
   2. For the avoidance of doubt, any intellectual property that is owned or licensed by either Party, not having been created, developed or procured pursuant to the Programmes, shall remain with that Party, and nothing in this MOU shall constitute a transfer of interest in such intellectual property to the other Party.
4. **ROLES AND RESPONSIBILITIES**

Detailed arrangements and financial responsibilities will be the subject of separate contractual agreements between [\*\*] and [\*\*] if and when necessary

1. **VARIATION**

No variation of this MOU shall be effective unless it is in writing and signed by the Parties or their authorised representatives.

1. **No Partnership OR AGENCY**

Nothing in this MOU is intended to, or shall be deemed to, establish any partnership between the Parties, constitute any Party the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party.

1. **No THIRD PARTY RIGHTS**

The Parties do not intent that any term of this MOU should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act (Cap 53B) or otherwise or by any person who is not a party to this MOU.

1. **LEGAL EFFECT**

The terms and conditions set out in this MOU shall not constitute legally binding obligations on the part of both Parties save for Clauses 3 & 4.

1. **SEVERABILITY**

If any provision of this MOU becomes or is deemed invalid, illegal or unenforceable in respect of any law the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**Signed by the authorised representatives of the**  [\*\*] **and** [\*\*] **on**  [\*\*]

|  |  |
| --- | --- |
| [\*\*]  Witness:  Name :  Designation: | [\*\*]  Witness :  Name :  Designation : |