**HerNest**

*Human Centered Data Ecosystem*

**Memorandum Of Understanding Template**

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**📖 HOW TO USE THIS TEMPLATE**

**What This Is**

Memorandum of Understanding template.

**How to Use**

* Fill ALL placeholders
* Customize terms
* Legal review recommended
* Both parties review
* Sign with witness

**Tips**

* Be specific
* Include timelines
* Define responsibilities

**📝 ABOUT PLACEHOLDERS**

* [Organization Name] → Your organization name
* [Your Name] → Your actual name
* [Date] → Actual date
* HerNest or [HerNest] → Keep as is (ecosystem name)
* Any [BRACKETED TEXT] → Your information

**📄 TEMPLATE CONTENT**

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# **MEMORANDUM OF UNDERSTANDING TEMPLATE**

## **Partnership & Hiring MOU Structure**

## **SECTION 1: TITLE PAGE**

**Template Format:**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**[SUBSCRIBER ORGANIZATION NAME]**

**AND**

**[PARTNER/CANDIDATE NAME]**

**Date of Execution: [DD/MM/YYYY]**

**Reference Code: [To be issued by Partnerships Department]**

**Instructions:**

Replace [SUBSCRIBER ORGANIZATION NAME] with your organization's full legal name

Replace [PARTNER/CANDIDATE NAME] with the full legal name of the organization or individual

Use the execution date (when both parties sign)

Leave Reference Code blank - Partnerships Department will assign this

For partnerships: Use business/organization name

For hiring: Use candidate's full legal name

## **SECTION 2: PARTIES INVOLVED**

**For Partnership MOUs:**

This Memorandum of Understanding is entered into between:

PARTY A: [Subscriber Organization Name]

Address: [Subscriber Organization Official Address]

Represented by: [Name and Title of Subscriber Representative]

PARTY B: [Partner Organization Name]

Business Registration Number: [If applicable]

Address: [Full business address]

Represented by: [Name and Title of Partner Representative]

**For Hiring MOUs:**

This Memorandum of Understanding is entered into between:

PARTY A: [Subscriber Organization Name]

Address: [Subscriber Organization Official Address]

Represented by: [Name and Title of Subscriber Representative]

PARTY B: [Candidate Full Legal Name]

Address: [Candidate's residential address]

Phone: [Contact number]

Email: [Email address]

**Instructions:**

Always list your organization as Party A

For partnerships: Include business registration numbers if available

For hiring: Include all contact details for the candidate

Ensure all addresses are complete and current

## **SECTION 3: PURPOSE OF THE AGREEMENT**

**Template Examples:**

**For Partnerships:**

PURPOSE:

To establish a collaborative partnership aimed at [specific objective, e.g., "advancing women-led business initiatives through joint programming and resource sharing"].

This MOU outlines the framework for cooperation between [Subscriber Organization] and [Partner Name] to achieve mutually beneficial outcomes in support of our shared mission.

**For Hiring:**

PURPOSE:

To define the terms of engagement for [Candidate Name] in the role of [Job Title] at [Subscriber Organization], establishing clear expectations for the probationary period and ongoing employment relationship.

This MOU serves as the foundation for a productive working relationship aligned with [Subscriber Organization]'s mission and values.

**Instructions:**

Keep this section concise (2-3 sentences maximum)

Be specific about the main objective

Align with your organization's mission statement

For partnerships: Focus on collaborative goals

For hiring: Reference the specific role and organizational fit

## **SECTION 4: SCOPE OF WORK / ROLE OF EACH PARTY**

**For Partnership MOUs:**

SCOPE OF COLLABORATION:

[Subscriber Organization] Responsibilities:

• [List specific contributions, e.g., "Provide training materials and curriculum"]

• [Resource commitments, e.g., "Assign 2 staff members for program delivery"]

• [Timeline commitments, e.g., "Deliver 4 training sessions over 6 months"]

Partner Responsibilities:

• [List specific contributions, e.g., "Provide venue and logistics support"]

• [Participant commitments, e.g., "Recruit and register 50 participants"]

• [Resource commitments, e.g., "Provide local coordination and translation services"]

Shared Responsibilities:

• [Joint activities, e.g., "Co-develop marketing materials"]

• [Mutual obligations, e.g., "Regular progress meetings bi-weekly"]

**For Hiring MOUs:**

ROLE AND RESPONSIBILITIES:

Position: [Job Title]

Department: [Department Name]

Reporting Line: [Direct Supervisor Title]

Key Responsibilities:

• [Primary responsibility 1]

• [Primary responsibility 2]

• [Primary responsibility 3]

• [Additional duties as assigned]

Performance Expectations:

• [Specific measurable goals]

• [Quality standards]

• [Timeline expectations]

Probation Period: [Duration, typically 3-6 months]

Review Schedule: [e.g., "30, 60, and 90-day reviews"]

**Instructions:**

Be as specific as possible about deliverables

Include measurable outcomes where possible

For partnerships: Balance responsibilities fairly between parties

For hiring: Align with existing job descriptions

Include timelines and deadlines

Use bullet points for clarity

## **SECTION 5: EXPECTED OUTCOMES**

**Template Format:**

EXPECTED OUTCOMES:

Quantitative Goals:

• [Measurable outcome 1, e.g., "Train 100 women entrepreneurs"]

• [Measurable outcome 2, e.g., "Generate 20 new business registrations"]

• [Measurable outcome 3, e.g., "Achieve 85% participant satisfaction rate"]

Qualitative Goals:

• [Impact-based outcome 1, e.g., "Strengthen local entrepreneurship ecosystem"]

• [Impact-based outcome 2, e.g., "Build sustainable partnership model"]

• [Relationship outcome, e.g., "Establish foundation for future collaborations"]

Success Metrics:

• [How success will be measured]

• [Reporting frequency and methods]

• [Review and evaluation timeline]

**Instructions:**

Link to your organization's impact measurement framework

Include both quantitative and qualitative outcomes

Make outcomes specific, measurable, achievable, relevant, and time-bound (SMART)

For hiring MOUs: Focus on job performance metrics and career development goals

Specify how outcomes will be tracked and reported

## **SECTION 6: TERMS & DURATION**

**Template Format:**

TERMS AND DURATION:

Start Date: [DD/MM/YYYY]

End Date: [DD/MM/YYYY] or [Duration, e.g., "12 months from start date"]

Probation Period: [For hiring MOUs only - typically 3-6 months]

Renewal Conditions:

• [Automatic renewal clause if applicable]

• [Performance review requirements]

• [Mutual agreement requirements]

Termination Conditions:

• Either party may terminate with [notice period, e.g., "30 days written notice"]

• Immediate termination grounds: [list specific conditions]

• [Asset return requirements upon termination]

Review Schedule:

• [Regular review periods, e.g., "Quarterly progress reviews"]

• [Annual comprehensive review]

**Instructions:**

Be clear about start and end dates

For hiring: Always include probation period terms

Include notice periods for termination

Specify what happens to resources/materials upon termination

Consider seasonal or project-based timing

## **SECTION 7: INTELLECTUAL PROPERTY (FIXED CLAUSE)**

**Standard Text - DO NOT MODIFY:**

INTELLECTUAL PROPERTY:

All proprietary materials, frameworks, templates, methodologies, and intellectual property shared, developed, or improved upon under this MOU remain the sole property of HerNest. No party shall use, reproduce, or share these materials without written consent from HerNest.

This includes but is not limited to:

• Training curricula and materials

• Assessment tools and frameworks

• Business methodologies and processes

• Digital platforms and software

• Marketing materials and branding

• Data and research findings

Any intellectual property developed jointly during the collaboration period shall be jointly owned, with both parties required to seek mutual written consent before external use or distribution.

**Instructions:**

This clause must appear in all MOUs without modification

No exceptions or variations allowed

Any questions about IP arrangements must be escalated to HerNest legal/senior management

## **SECTION 8: CONFIDENTIALITY & NDA CLAUSE (FIXED)**

**Standard Text - DO NOT MODIFY:**

CONFIDENTIALITY AND NON-DISCLOSURE:

All parties agree to maintain strict confidentiality regarding any business, operational, financial, or personal information disclosed during and after the duration of this agreement. This obligation applies indefinitely, unless written permission is granted by HerNest.

Confidential Information includes but is not limited to:

• Business strategies and plans

• Financial information and pricing

• Client/participant data and contact information

• Internal processes and procedures

• Personnel information

• Any information marked as "confidential" or that would reasonably be considered confidential

Exceptions:

• Information that becomes publicly available through no breach of this agreement

• Information required to be disclosed by law or court order (with prior notice to HerNest)

Violation of this confidentiality clause may result in immediate termination of this MOU and potential legal action.

**Instructions:**

This clause is mandatory and cannot be modified

Applies to all staff, contractors, and partners

Violation is grounds for immediate termination

Escalate any requests for modifications to HerNest senior management

## **SECTION 9: RESOURCE SHARING & LIMITATIONS**

**Template Format:**

RESOURCE SHARING AND LIMITATIONS:

Resources Provided by [Subscriber Organization]:

• [Physical resources, e.g., "Training materials, certificates"]

• [Digital resources, e.g., "Access to online platform"]

• [Human resources, e.g., "Trainer time allocation"]

• [Financial resources, if applicable]

Resources Provided by Partner/Employee:

• [Physical resources contribution]

• [Time and effort commitments]

• [Financial contributions, if applicable]

• [Network/contact sharing]

Usage Limitations:

• Resources are for exclusive use in this collaboration

• No transfer to third parties without written consent

• Resources must be returned upon termination

• Proper care and maintenance required

Financial Arrangements:

• [Payment terms if applicable]

• [Expense sharing arrangements]

• [Budget limitations and approval processes]

**Instructions:**

Be specific about what resources are being shared

Include both tangible and intangible resources

Specify usage restrictions and return requirements

For hiring MOUs: Include equipment, access permissions, budget authorities

Consider insurance and liability for shared resources

## **SECTION 10: DISPUTE RESOLUTION**

**Standard Template:**

DISPUTE RESOLUTION:

The parties agree to resolve any disputes arising from this MOU through the following process:

Step 1: Direct Negotiation

• Disputes shall first be addressed through direct discussion between designated representatives

• Timeline: 14 days from dispute notification

Step 2: Mediation

• If direct negotiation fails, disputes will be submitted to mediation

• Mediator selection by mutual agreement

• Timeline: 30 days from mediation initiation

• Location: [Subscriber Organization's primary location]

Step 3: Arbitration (if required)

• Final resort for unresolved disputes

• Conducted under [applicable arbitration rules]

• Location: [Specify jurisdiction]

• Decision shall be final and binding

Governing Law:

This MOU shall be governed by the laws of [Country/State].

During dispute resolution, all other obligations under this MOU remain in effect unless specifically suspended by mutual agreement.

**Instructions:**

Specify the jurisdiction/location for legal proceedings

Include timelines for each step

Consider cultural and practical factors for dispute resolution location

For international partnerships: Specify governing law clearly

## **SECTION 11: SIGNATURES & WITNESSES**

**Template Format:**

SIGNATURES AND EXECUTION:

This MOU is executed on the date first written above by the authorized representatives of both parties.

FOR [SUBSCRIBER ORGANIZATION]:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

Name: [Print Name]

Title: [Job Title]

Date: [DD/MM/YYYY]

FOR [PARTNER/CANDIDATE NAME]:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

Name: [Print Name]

Title: [Job Title if applicable]

Date: [DD/MM/YYYY]

WITNESSES:

Witness 1:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

Name: [Print Name]

Title: [Job Title]

Witness 2:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

Name: [Print Name]

Title: [Job Title]

**INSTRUCTIONS:**

Ensure all signatories are authorized to bind their respective organizations

For hiring MOUs: Witness signatures may not be required (check local requirements)

Keep original signed copies for all parties

Scan and distribute digital copies to all stakeholders

File original in appropriate organizational records

For partnerships: Consider notarization if dealing with significant resources or international partners

## COMPLETION CHECKLIST

Before finalizing any MOU, ensure:

**Content Review:**

All placeholder text has been replaced with specific information

Dates are consistent throughout the document

Contact information is current and complete

Responsibilities are clearly defined and balanced

Outcomes are measurable and realistic

Resource commitments are specific and achievable

**Legal & Compliance Review:**

IP and confidentiality clauses are unmodified

Dispute resolution jurisdiction is appropriate

[ ] Local legal requirements are met

[ ] Insurance and liability considerations addressed

[ ] Regulatory compliance requirements included

**Organizational Approval:**

[ ] Internal stakeholder approval obtained

[ ] Budget and resource commitments approved

[ ] Legal/compliance team review completed

[ ] Senior management sign-off received

**Execution:**

[ ] All parties have reviewed final version

[ ] Signing sequence and location arranged

[ ] Witness availability confirmed (if required)

[ ] Distribution plan for signed copies established

[ ] Implementation timeline and next steps defined

*This template is designed to provide a comprehensive framework for MOUs. Customize sections as needed while maintaining the integrity of fixed clauses (IP and Confidentiality). For complex partnerships or significant resource commitments, consider legal consultation before execution.*

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*HerNest • Empathy First • Truth as Foundation • Sustainable Impact • Capacity, Not Dependency*