

Memorandum of Understanding Checklist

<i>Item</i>	<i>Question to answer</i>	<i>Form of words (NB incomplete)</i>	<i>Explanation</i>
Parties to the agreement	Who are the participants in the consortium?	“This Memorandum of Understanding is between:	Use the proper title of each organisation, company or institution in the group, not the names or titles of divisions or the people representing it. One of the common mistakes with MoUs is to put the name of non-legal entities as parties to the agreement.
The dates	What are the dates that the memorandum takes effect/ceases?	“The Memorandum of Understanding commences on (insert date) and terminates on (insert event* or date)”	* eg. acceptance of Final Report by FLAG
The Project title	What is the full name of the project?	“The title of the project is --- hereafter referred to as ‘the Project’ or (insert shortened form).”	State the actual full name of the project, not an acronym or shortened form.
Project definition	What are the project objectives, the intended outcomes and outputs?	“The Project objectives, outcomes and outputs are: (a) Objectives (list) (b) Outcomes (list) (c) Outputs (list).”	Restate the definition in the primary letter of agreement. If the project is complex, make this letter an annexure to the memorandum.
Obligations of the parties	Within the project, what are the obligations of each party and by what date	“Each party to this Memorandum has agreed to undertake the following obligations: (a) Party A has agreed to (insert tasks) (b) Party B has agreed to (insert tasks).” (c)	“Obligations” means those tasks each participant has agreed to do. In some cases, that will be to undertake research or provide funds; in other cases to provide an “in kind” contribution.
Project management structure	Who will manage the project? Is there a Steering Committee? Who is the Chairperson? Who are the Steering Committee members? What are their powers (supervisory, decision making)? (Optional) How often do they meet? Where/how? Admin services – who provides these? Who is responsible for preparing Minutes, distributing papers?	“The Project will be managed by....” “There will be a Steering Committee, comprising....” “The role and responsibilities of the Steering Committee will be....”	Name of the Project Manager

The Budget	<p>Who gets paid what?</p> <p>If there are in-kind contributions, spell them out.</p> <p>What is the duration of these contributions – six months from the start-up date (specify) or for the life of the project?</p> <p>What functions or services do the payments or budget allocations cover?</p>	<p>“XYZ Institute of TAFE will be paid \$ --- for the administration of the project, etc.”</p> <p>or</p> <p>“ABC Department of Training will make an in-kind contribution of one officer on a .5 basis per week for six months from the commencement of the project.”</p> <p>or</p> <p>“ZZZ Vocational Institute will provide an office, two dedicated telephone lines and a computer for the exclusive use of the project.”</p>	<p>Apportionment of the allocated budget is determined by the Project Manager in consultation with the Steering Committee.</p>
Schedule of payments	<p>When will payments be made?</p> <p>What do recipients do to activate a payment?</p>	<p>Specify the project outputs and milestones.</p> <p>“30 days after delivery of an acceptable YYY.”</p> <p>“Payment will be made on production of a valid Tax Invoice.”</p>	<p>Payments will usually be linked to the achievement of milestones in an acceptable manner, and production of adequate documentation and invoices.</p>
Sub-contracting	<p>If some project work is to be sub-contracted, who is responsible for the sub-contractor?</p> <p>If there is a sub-contract, what are the financial arrangements?</p>	<p>“AAA (one of the parties) is responsible for XY&Z. They may sub-contract XY&Z but they remain responsible for XY&Z.”</p>	<p>If it is known at the commencement of the Project which tasks will be sub-contracted, details should be inserted. Subsequent sub-contracting decisions (what to sub-contract, to whom and on what terms) will be determined by the Steering Committee and will be overseen by the Project Manager.</p>
Contact persons	<p>Who are the designated contact persons within each organisation?</p>	<p>“Parties must have at all times one nominated person who is the contact person for the project and an obligation to advise all other parties immediately of any changes.”</p>	<p>Insert the name, address, telephone, fax, email, website of relevant officers, organisations.</p>

Motherhood clauses – use as required.			
Intellectual property	Who owns the intellectual property generated by the project?	“All intellectual property generated by the Project will be in the ownership of ANTA.”	ANTA will claim ownership of all generated intellectual property. However, care should be taken where IP (such as proprietary software) is licensed in for the Project, as there may be restrictions on use and on rights of ownership.
Record keeping	What records will be kept? To whom will they be available?	“The Project Manager must ensure adequate records are kept with respect to the Project, to enable the Project to meet auditing and reporting requirements.”	Each Project needs to meet the record keeping and reporting requirements set down for the Project.
Reporting requirements	To whom? How often?		As provided in the Project Brief.
GST	What are the GST implications of the elements within the project?	Include a sentence to cover GST implications: ‘...if any of the payments to the participants or sub-contractors have a GST implication, then the amount is GST inclusive and the payee is required to provide a Tax Invoice.’ “If GST is applicable amounts will be adjusted accordingly.”	It is likely that the services provided in the Project will be subject to GST and that the provider will have an ABN. It is necessary to include a clause to cover GST to comply with the legislation.
Confidentiality, non-disclosure	Is it advisable to ask the parties to promise not to use or pass on sensitive information obtained in the course of the project?	See the “Confidentiality, Ethics, Disclosure, Transparency” section of the Manual.	
Conflict of interest	Are there any potential conflicts of interest between the parties?	“A party must notify the other parties if performance of their obligations would put them in conflict with obligations to third parties.”	It is important that any conflicts are disclosed and made transparent.
Warning clauses – for use as required			
Dispute resolution	How do you propose to resolve any disagreements that arise?	“Any dispute which arises will be resolved by....”	Spell out the process.
Indemnity	Indemnity, liability, insurance		Must align with primary agreement and local regulations.

