

## Memorandum of Understanding

THIS AGREEMENT, made in duplicate as of the    day of            2005

**BETWEEN**            THE ROYAL CANADIAN MOUNTED POLICE (HEREINAFTER REFERRED TO AS “RCMP”)

**AND**

xxxxxxxxxxxxxxxxxxxx (HEREINAFTER REFERRED TO AS “xxx”)

### BACKGROUND

**Set out a short background or explanation of what the parties are up to or what brought them together.**

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

#### 1. DEFINITIONS

In this Memorandum of Understanding (MOU) the following terms, in singular or plural form according to the context, are defined as follows:

**Set out any terms or acronyms which appear in the document . For example:**

***“APF means the Association of Police Forces”***

**Note: any define terms or phrases should be capitalized throughout the agreement.**

#### 2. PURPOSE AND SCOPE

**Set out here generally the intent of the agreement and its parameters. For example:**

***“This MOU sets out the roles and responsibilities of the parties in hosting the APF conference.”***

**3. OBLIGATIONS OF THE RCMP**

1.1 The RCMP agrees to:

**Itemize here what the RCMP is undertaking to do.**

**4. OBLIGATIONS OF xxx**

**Set out what the other side will do. If there are shared responsibilities these can be set out in a separate category.**

**5. FINANCIAL ARRANGEMENTS**

***Set out the maximum monetary contribution of each party if applicable.***

***If the arrangement involves cost recovery by one party from another then consider:***

***how billing is to work.***

***Will one party submit invoices or statement of disbursements to the other?***

***How often?***

***How soon are they to be paid?***

***If anticipated costs change, provide a mechanism for adjusting the payments up to ceiling amount.***

**6. TERM**

This agreement shall commence upon execution by the parties and shall expire on ***(set out termination date)***

7. DISCLOSURE AND USE OF INFORMATION

**If information will be shared or disclosed, address the following:**

- └ **the kind of information**
- └ **the conditions under which the recipient may use the information**
- └ **obligations of confidentiality**

**Advice should be sought from Legal Services in drafting these provisions.**

9. EQUIPMENT

**If there is a loan of equipment, set out:**

- └ **a brief description**
- └ **the value of the equipment**
- └ **who bears risk of damage or loss**

8. DEPARTMENTAL REPRESENTATIVES

The following officials are designated as the departmental representatives for purposes of this Memorandum of Understanding and any notices required under this MOU shall be delivered as follows:

In the case of the RCMP, to **Name , Title and Address**

In the case of xxxx, to : **Name , Title and Address**

9. LIABILITY

**It is customary in MOUs to have each party undertake responsibility for any damages that it may cause in the carrying out of the MOU.**

*For example:*

*“Each party shall be responsible for any damages caused by the conduct of its employees or agents in carrying out the terms of this MOU. “*

**Where the MOU is drafted by another party, it may include an indemnification clause or some broader obligation to pay third party damages , and such clauses should be reviewed by Legal Services.**

#### 10. DISPUTE RESOLUTION

In the event of a dispute arising from the interpretation or operation of this MOU, it shall be referred to the parties' representatives set out above, who shall use their best efforts to resolve the matter amicably. If such negotiation fails, the parties agree to refer the matter to: *set out the level of seniority of officials*, for resolution.

#### 11. INTELLECTUAL PROPERTY RIGHTS

**If there is a likelihood that the parties will develop material in which intellectual property rights may arise, address the following:**

- **ownership of the material**
- **rights of the other parties to use the material**

**Assistance should be sought from Legal Services in drafting these provisions.**

#### 12. MONITORING

The Parties will meet on an *(annual, semiannual or whatever period is negotiated)* basis to review and assess the operation and effectiveness of this MOU.

#### 13. TERMINATION

This MOU may be terminated by either party upon **thirty (30) days** written notice. Termination does not release a party from any obligations which accrued while the agreement was in force.

**Note: the notice period is a matter of negotiation between the parties.**

**Consider whether there should be provisions dealing with consequences of termination. For example, does information or equipment need to be destroyed and/or returned?**

14. AMENDMENT TO THE MOU

This MOU may only be amended by the written consent of the parties.

Signed by the authorized officers of the parties:

XXX

\_\_\_\_\_

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

Name  
Title

RCMP

\_\_\_\_\_

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

Name  
Title