**Memorandum of understanding (MOU)**

**Memorandum of understanding**

**For**

(**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Project)**

This memorandum of understanding (herein after called MOU) is signed at ………………….. on \_\_\_/\_\_\_/200\_ \_ between

1. **Information Network Security Agency**

**P.O.BOX: 124498**

**E-mail-**

**Tel: +25111-371-71-14**

**Fax: +25111-320-65-76**

**Addis Ababa**

**Ethiopia**

A legal entity organized and existing under the laws of the Federal Democratic Republic of Ethiopia, having its head office in Addis Ababa, Ethiopia hereinafter called “INSA” which expression shall include its successors and permitted assigns on one part and

1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**E-mail-**

**Tel-**

**Fax: +-**

A legal entity organized and existing under the laws of the \_\_\_\_\_\_\_\_\_\_\_ having its registered office in \_\_\_\_\_\_\_\_\_\_\_ hereinafter called the “\_\_\_\_\_\_\_\_\_\_” which expression shall include its successors and permitted assigns on the other part.

**WHEREAS**

1. \_\_\_\_\_\_\_\_\_\_\_\_ is willing to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(list what is intended to be done) subject to terms and conditions of the contract agreement that will be entered in the near future;
2. Parties are desirous to reach a common consensus and understanding to achieve \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ project hereinafter-called “the project”,

**NOW THEREFORE,** Parties have agreed and concluded the following MOU.

1. **Objective**

The objective of entering this MOU is to reach a common consensus between Parties to build relation to the project and pave harmonious way for the successful achievement of the project.

1. **Scope**

The application of this MOU is limited to the terms and conditions provided in this MOU.

1. **Anticipated Acts of Parties**

The following will be the anticipated responsibilities of Parties for achieving the objective of this MOU.

* + - 1. INSA undertakes to perform the following acts-

1. Assign personnel for the project;
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(list what is expected by INSA)
   * + 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ undertake to perform the following acts
4. -----------------------------
5. ----------------------------
6. (list what is expected by INSA)
7. **Good faith and Best Endeavor**

The Parties hereby need to act in good faith and use their best endeavor to negotiate and agree upon the terms and conditions of this MOU and relevant documents if any, for achieving the project expeditiously and successfully as possible.

1. **Confidentiality**

Unless otherwise agreed in writing, the Parties agree to keep the contents of this MOU and all activities strictly confidential unless the disclosure of such information by either party is required under the law or the order of any court of law, in which case such party shall first inform the other party before disclosing any of the other party’s information. In respect of certain information that either party may reveal to the other party in the course of working together, the other party hereby agreed to keep such information confidential.

1. **Publicity**

No public release shall be made to the news media or to the general public relating to this MOU without the prior written approval of both Parties.

1. **Termination**
2. This MOU may be terminated by either party if any of the following events occurred:
3. The filling by or against the other party in any court of competent jurisdiction of a petition in bankruptcy or insolvency; or
4. The other party enters in to a scheme of rearrangement (reorganization) with creditors; or
5. The appointment of a receiver or trustees in respect of the business of the other party; or
6. The making of an assignment by the other party for the benefit of its creditors.
7. One of the Parties failed to perform its acts as per this MOU or committed any misleading, corrupt or deceitful acts.
8. One of the Parties failed to perform its acts as per this MOU due to force majeure. The existence or non-existence of “for majeure” will be determined by the law of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
9. This MOU terminates automatically will have immediate effect if the following events occurred:
10. The Parties conclude a binding contract for the project;
11. The Parties failed to enter in to the contract for the project within 12 months after the signing of this MOU;
12. Parties mutually agree to terminate this MOU.
13. **Non-Binding Effect**

It is the intention of the parties that this MOU shall not be legally binding, sanctioned or enforceable in any aspect except article 5 and 6 of this MOU that are fully binding as well as fully legally enforceable that survive after the termination or expiration of this MOU.

1. **No assignment**

Neither party may assign its rights, title, benefits, interests, obligations, and liabilities in this MOU to any third party without the prior approval of the other party.

1. **Modification**
2. The MOU may be modified, amended or varied by mutual consent through an exchange of correspondences and signing a document by both parties. Any document signed as per this article shall indicate that it forms the integral part of this MOU. The address for any notification or exchange of correspondences shall be:-
3. For the INSA, attention to

Name:-

Tel. +251

Mob. +251-

Fax: - +251

E-mail:- [\_\_\_\_\_\_\_\_\_\_\_\_@gmail.com/yahoo.com](mailto:____________@gmail.com/yahoo.com)

1. For the \_\_\_\_\_\_\_\_\_\_\_, attention to

Name:-

Tel.

Fax

E-mail

**Article 11: Force Majeure**

1. For the purpose of this contract, “force majeure” means an event that is beyond reasonable control of a party and which makes a party’s performance of its responsibility under this memorandum of understanding impossible or so impractical. Accordingly the cases of force majeure existence or non existence will be determined by the applicable law.
2. A party affected by force majeure is expected;
3. To take all reasonable care or precaution, due care and reasonable alternative measures in order to carry out its responsibility.
4. To inform the other party as soon as possible about the occurrence of such an event.
5. Parties have agreed a period shall be extended equal to the time during which such party was unable to perform its responsibility.
6. **Dispute Settlement**

Any disputes that may arise in relation to article 5 and 6 of this MOU will be settled by negotiation if not, Arbitration. The Arbitration will be conducted in\_\_\_\_\_\_\_\_\_\_ language at the place \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_ and governed by \_\_\_\_\_\_\_\_\_\_\_\_\_.

**13. Effective date**

This memorandum of understanding will come into effect on the date provided above.

In the presence of the following witnesses whose signature affixed below, INSA and the customer have caused their respective common seals to be whereunto affixed on the day provided above.

**FOR INSA** **FOR THE CUSTOMER**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESS** **SIGNATURE** **DATE**

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_