

谅解备忘录四篇

篇一：谅解备忘录

XXX 公司与 XXX 公司谅解备忘录

甲方

乙方

本谅解备忘录（“本备忘录”）双方拟从事 项目为： （“本项目”） 双方同意，在本项目实施前， 需各自取得 公司内部所有必要批准以签订具有约束力的合同（统称“项目合同”），目前双方希望通过本备忘录记录本项目状况，具体内容经过随后谈判由双方签署的项目合同最终确定。 因此，双方特此协议如下：

1. 双方已达成初步谅解的事项 （列举双方已经达成初步谅解的事项）
- 2 双方拟进一步磋商的事项 （列举双方拟进一步磋商的事项）

3 双方在签署本备忘录之后应采取的行动 （列举双方拟进一步采取的行动 ）

4. 保密资料：

本备忘录签署前以及在本备忘录有效期内，一方（“披露方”）曾经或者可能不时向对方（“受方”）披露该方的商业、营销、技术、科学或其他资料，这些资料在披露当时被指定为保密资料（或类似标注），或者在保密的情况下披露，或者经双方的合理商业判断为保密资料（“保密资料”）。受方必须：

（ a ） 对保密资料进行保密；

（ b ） 不为除本备忘录明确规定的目地之外的其他目的使用资料；

（ c ） 除为履行其职责而确有必要仔细保密资料的该方雇员外，不向其他任何人披露，且上述人员须签署书面保密协议。

上述第条款对以下资料不适用：

（ a ） 受方有在披露方向其披露前存在的书面记录证明其已经掌握；

(b) 并非由于受方违反本备忘录而已经或者在将来进入公共领域;

(c) 受方从对该信息无保密义务的第三方获得。

本备忘录期满或终止后,〔或经披露方随时提出要求〕受方应

(1) 向对方归还(或经对方要求销毁)包含对方保密资料的所有材料(包括其复制件),并且(2)在对方提出此项要求后十(10)日内向对方书面保证已经归还或销毁上述材料。

5. 独家谈判

在〔日期〕之前,任何一方不得直接或间接与第三方就本备忘录标的事项进行任何磋商、谈判,达成谅解或任何形式的协商或安排。

6 本备忘录内容保密

除非按照法律规定有合理必要,未经另一方事先书面同意,任何一方不得就本备忘录发表任何公开声明或进行任何披露。

7 知识产权

双方确认乙方并未因本备忘录从另一方获得该方任何知识产权（包括但不限于

限于著作权、商标、商业秘密、专有技术等）或针对该知识产权的权利。

8 本备忘录的修改

对备忘录进行修改，须双方共同书面同意方可进行。

9 本备忘录具有 / 不具有约束力的条款

双方确认，除第〔 〕条对双方具有约束力之外，本备忘录不是具有约束力或可强制履行的协议后者项目合同，也不在双方之间设定实施任何行为的义务，无论该行为是否在本备忘录中明确规定应实施还是拟实施。

10 本备忘录的转让

未经对方事先书面同意，任何一方不得转让本备忘录。

11 各方承担各自费用

除非本备忘录另有明确约定，任何一方应负担其从事本备忘录规定的活动所发生的费用。

12 不承担间接损失

任何一方对与本备忘录有关的任何间接或附带损失或损害、商誉的损失或者损害或者收入或利润的损失不承担责任。

13 本备忘录的生效和终止

本备忘录经双方签字生效，至下列日期终止（以最早者为准）：

（ a ） 双方用项目合同或本备忘录标的事项的进一步的协议取代本备忘录；

（ b ） 任何一方无须提供任何理由，提前一个月书面通知另一方终止本备忘录；

（ c ） 本备忘录签署 天后。

14 适用法律和仲裁

本备忘录适用 中华人民共和国相关 法律 法规 。双方之间由于本备忘录产生的任何争议应通过友好协商解决；如果未能解决，

如协商不成 任何一方可以将争议提交 （仲裁机构名称 或其他
有管辖权机构部门 ） 进行仲裁。

甲方（签字或盖章） 乙方（签字或盖章）

年 月 日 年 月 日

篇二：谅解备忘录

*** 公司与 *** 公司合作 MOU

签署时间： 20XX 年 3 月 31 日

本 MOU 由以下各方签署：

甲 方：

办公地址：

乙 方：

住 址：

一、目的 Purpose

经过友好洽谈，两方在充分了解的基础上，基本达成共识，特签订本谅解备忘录（MOU）。

二、背景 Background

三、工作协议 Working Agreement

四、一般性条款 General

1 、各方应对本 MOU 和实施中自己的行为或义务负责；

2 、各方同意目前的合作是基于各方之间的相互信任，相互尊重，各方任何时候都不得做出有损其它方利益的行为 。 各方在本 MOU 相关的合作过程中都要诚实坦诚交换信息；

3 、双方一致同意，在合作过程中，双方应当诚实有信、遵守诺言、实践成约；同时，双方应对合作中有关保密内容，恪守成约、严格保密；

4 、本协议经甲、乙双方签字盖章后生效，一式二份，甲、乙双方各持一份。扫描件、传真件具有同等效力。

5 、甲乙双方将对具体实施方案另行签署相关的法律文件，在经过双方管理机构批准并在符合中国大陆及中国香港相关法律规定后予以实施。

五、签署 signature

法定代表人签字：

（签字）：

篇三：英文版谅解备忘录

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made the _____ day
of _____ 20 10 by and between:

(1) [Enter Company ' s Name] with a registered office
at (“ Company' s short name ”) .

(2) [Enter Company ' s Name] with a registered office
at (“ Company' s short name ”) .

1 PURPOSE

This Memorandum of Understanding (“MOU”) documents the
intent and basis for the initial collaboration preparatory
to entering into formal written binding agreements should
both parties decide to do so following completion of the
initial collaboration.

2 sCOPE OF COOPERATION /business model

3 Expenses (subject to commercial arrangement, nre and royalty may apply)

Except as otherwise agreed in writing by the parties, each party shall pay and assume entire responsibility for their respective costs and expenditures whatsoever incurred in connection with their activities under this MOU .

Under no circumstances shall either Party be liable to the other for any costs or damages of any kind, including without limitation, incidental, consequential, special or speculative damages, lost of profits or loss of business, in connection with not moving forward to conclusion of binding legal agreements between the Parties.

4 Publicity

Neither party shall disclose to any third party nor publish in any manner or to any extent the existence of, nor their activities under, this MOU without the prior written agreement of the other party. Neither party shall incorporate or make use of any form of the other party ' s identity, including, but not limited to, its name, logos, insignias, products, brands and trade marks, in any form of publication, press release, advertisement, publicity, or other announcement without the other party ' s prior written consent.

5

Confidentiality

All information disclosed by either party under or in connection with this MOU shall be treated by the receiving party as confidential and shall be protected as such under the terms and conditions of the Non Disclosure Agreement entered into between the parties on M/D , 200 5

6 Intellectual Property

All intellectual property, including copyrights, patents, patent applications, trademarks and other intellectual property shall remain the property of the originating party or its licensors. Each party shall retain all rights, title and interest in its intellectual property and neither party grants the other party any rights to use its intellectual property unless and until otherwise provided in a written agreement signed by the Parties .

7 Term and termination

This MOU shall come into affect upon signature by both parties and shall continue for a period of twelve (12) months unless terminated earlier by either party giving to the other not less than thirty (30) days written notice of termination. Upon expiry or termination of this MOU each party shall return to the other at their written request all materials and information (along with all copies thereof) supplied by the requesting party.

8 THIRD PARTY RIGHTS

Nothing in this MOU confers any benefit on any third party or right to enforce any benefit by any third party under applicable law.

9 Legal Effect

Except for the provisions of clauses 3 Expenses, 4 Publicity, 5 Confidentiality, 6 Intellectual Property, 7 Term, 8 Third Party Rights, 9 Legal Effect, and 10 Applicable Law, this MOU is not legally binding but serves only as an expression of the basic principles for the planning and implementation of a relationship between the parties and does not itself otherwise constitute a legal agreement and shall not otherwise create any legal obligations rights or liabilities for either party, including the obligation to continue negotiating in good faith. No further obligations, rights or liabilities shall be binding on either party unless expressed in a formal

written agreement signed by both parties. Additions to this MOU shall only be valid if made in writing.

10 Applicable Law

This MOU and its terms are governed in all respects by the laws of China without regard to its conflicts of laws principles and the parties accept the jurisdiction and rules of Beijing Arbitration Commission for dispute resolution.

Company Company

Signed: Signed:

Name: Name:

Position: Position:

篇四：中英文谅解备忘录 MOU

中英文谅解备忘录

备注：

- 1. 此 MOU 是由我方起草，各条款相对公平，条款约束相对宽松。
适用于和外方的一般性谅解备忘录签订。
- 2. 如涉及到更深一步的谅解，需要添加双方的业绩承诺，时间进
度和佣金支付等。
- 3. 中文备注方面都是由我方公司填写；英文备注由外方填写。

MEMORANDUM OF UNDERSTANDING

谅解备忘录

BETWEEN

_____ COMPANY （我方公司）

AND

（ “ company name ” （外方公司） ）

This MOU is entered by and between:- 本 MOU 由以下各
方签署：

(1) _____(填写我方公司名称), herein
after ‘ ____ ’ (abbreviation name) , a company
incorporated under the company laws of People’s Republic
of China, whose Principal Place of Business is
_____ China (填写地址) ;

_____ 公司 (以下简称 ____) , 为中华人民
共 和 国 注 册 成 立 的 公 司 , 注 册 地 址 为
_____ 。

A ND

(“ company name ”) a company incorporated under the
company laws of _____ ; herein after ‘ ____ ’
(abbreviation name) , whose Principal Place of Business
is _____ 。

_____ 公 司 (以 下 简 称 ____) , 为
_____(填 写 外 国 国 名) 成 立 的 公 司 , 注 册 地 址 为
_____ 。

(_____ and _____ are herein after jointly referred to as the “ Parties ” and “ Party ” shall refer to any one of them as the context may require.)

(_____ 和 _____ 以下统一简称为各方，一方指其中之一 。)

RECITALS: 序言:

WHEREAS, _____(填写我方公司) , is interested in projects related to the technologies, products, services and total solutions in all links of the _____(填写谅解领域) and its relevant fields in the _____(填写谅解地域) .

_____(填写我方公司) , 对 _____ 相关领域的技术，产品，服务和综合解决方案等项目 在 _____ 区域内 感兴趣。

WHEREAS, (“ company name ”) ha ve expressed their interest in partnering with _____ (填写我方公司) in projects related to the technologies, products, services and total solutions in all links of the power chain and its relevant fields in the s cope of cooperation .

公司（填写外方公司）有意与 _____ 在 谅解范围内的 _____ 和相关领域的技术，产品，服务和综合解决方案等 _____ 项目进行谅解。

NOW, THEREFORE, the Parties agree to jointly work together in the construction of the technologies, products, services and total solutions in all links of the _____（填写谅解领域）and other infrastructure development projects in the scope of cooperation (hereinafter referred to as the “ Projects ”).

现各方同意联合致力于 谅解范围内的 所有电力与相关基础设施中技术、产品、服务和综合解决方案的建设（以下简称项目）。

Article I

Purpose 目的

1. The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration among the Parties, on a non-exclusive (or exclusive) basis in the Projects.

以上内容仅为本文档的试下载部分，为可阅读页数的一半内容。如要下载或阅读全文，请访问：<https://d.book118.com/305214321344011123>