

COLLABORATION AGREEMENT

Parties: _____

This Collaboration Agreement ("Agreement") is entered into by and between:

Party A Name: _____

Party A Address: _____

Party A Contact Info: _____

Party B Name: _____

Party B Address: _____

Party B Contact Info: _____

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which the Parties will collaborate on mutually agreed projects, initiatives, or activities.

2. Scope of Collaboration

The Parties agree to cooperate and contribute resources, expertise, and efforts as necessary to successfully undertake collaborative activities as defined in separate statements of work or project plans.

3. Roles and Responsibilities

Each Party shall perform its respective duties and responsibilities as outlined in this Agreement and any subsequent annexes or addenda, maintaining open communication and timely updates.

4. Term and Termination

This Agreement shall commence upon execution by both Parties and continue until terminated by either Party upon thirty (30) days' prior written notice. Termination shall not affect accrued rights or obligations.

5. Confidentiality

Each Party agrees to maintain the confidentiality of proprietary or sensitive information disclosed during the collaboration and to use such information solely for purposes of the Agreement.

6. Intellectual Property

Intellectual property developed individually or jointly during the collaboration shall be owned as agreed in writing by the Parties. Pre-existing intellectual property remains the sole property of the originating Party.

7. Funding and Expenses

Unless otherwise agreed in writing, each Party shall bear its own costs and expenses incurred in connection with this Agreement. Specific funding arrangements may be detailed in separate documents.

8. Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Party from any claims, damages, or liabilities arising out of its negligence or willful misconduct in connection with this Agreement.

9. Limitation of Liability

Except for liability arising from gross negligence or willful misconduct, neither Party shall be liable for any indirect, incidental, consequential, or punitive damages related to this Agreement.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of laws principles. The Parties consent to the exclusive jurisdiction of the state and federal courts located in _____ County, _____.

11. Dispute Resolution

In the event of any dispute arising out of or relating to this Agreement, the Parties shall first attempt to resolve the matter amicably through good faith negotiations.

12. Amendments

Any amendments or modifications to this Agreement shall be in writing and signed by authorized representatives of both Parties.

13. Notices

All notices under this Agreement shall be in writing and delivered by hand, certified mail, nationally recognized overnight courier, or electronic means with confirmation of receipt, to the addresses set forth above or such other addresses as designated by notice.

14. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior agreements, oral or written.

15. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. No Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of any rights or remedies under this Agreement.

17. Relationship of the Parties

The Parties are independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship.

18. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

19. Execution and Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

20. Signatures

The Parties have executed this Agreement as of the date of last signature below.

PARTY A AUTHORIZED SIGNATURE

PARTY B AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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