

# PARTNERSHIP PROPOSAL AGREEMENT

Proposal Title: \_\_\_\_\_

Prepared For: \_\_\_\_\_

Prepared By: \_\_\_\_\_

## 1. Introduction

This Partnership Proposal Agreement (the “Agreement”) outlines the terms and conditions under which the parties intend to collaborate for mutual benefit. The parties agree to negotiate in good faith to finalize a definitive partnership agreement that is legally binding and enforceable under United States law.

## 2. Parties

This Agreement is made between the following parties: Party A: [Full Legal Name], a corporation/individual located at [Address]. Party B: [Full Legal Name], a corporation/individual located at [Address].

## 3. Purpose

The purpose of this partnership is to establish a cooperative relationship between the parties to collaborate on [describe nature of the partnership, e.g., product development, marketing, distribution, etc.] with the goal of achieving mutual business objectives.

## 4. Responsibilities

Each party agrees to perform the responsibilities assigned to it as detailed below: a) Party A shall be responsible for [list responsibilities]. b) Party B shall be responsible for [list responsibilities]. The parties shall cooperate fully and communicate regularly to ensure the success of the partnership.

## 5. Term and Termination

This Agreement shall commence upon execution and shall continue until terminated by either party upon written notice, with a minimum notice period of thirty (30) days. Termination shall not relieve either party of obligations incurred prior to termination.

## 6. Confidentiality

The parties acknowledge that during the partnership they may have access to confidential and proprietary information. Each party agrees to maintain the confidentiality of such information and not to disclose it to any third party without prior written consent, except as required by law.

## 7. Intellectual Property

All intellectual property, including but not limited to patents, trademarks, copyrights, and trade secrets, developed or

brought into the partnership by either party shall remain the sole property of that party unless otherwise agreed in writing.

### **8. Indemnification**

Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to the indemnifying party's breach of this Agreement or its negligence or willful misconduct.

### **9. Limitation of Liability**

In no event shall either party be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages.

### **10. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles. Any disputes arising out of or relating to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association, held in \_\_\_\_\_, State of \_\_\_\_\_.

### **11. Notices**

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or sent by certified mail, return receipt requested, to the addresses set forth above or such other address as either party may designate by notice.

### **12. Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, and discussions, whether oral or written, of the parties.

### **13. Amendments**

Any amendment or modification to this Agreement shall be valid only if made in writing and signed by authorized representatives of both parties.

### **14. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid or unenforceable provision were omitted.

### **15. Counterparts**

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

**AUTHORIZED SIGNATORY - PARTY A**

**AUTHORIZED SIGNATORY - PARTY B**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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