

# STRATEGIC ALLIANCE AGREEMENT TEMPLATE

Parties: \_\_\_\_\_

## Party A Information:

Legal Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Contact Information: \_\_\_\_\_

## Party B Information:

Legal Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Contact Information: \_\_\_\_\_

## Clause 1 – Purpose

This Strategic Alliance Agreement (“Agreement”) is entered into by and between the parties identified above, to establish a collaborative relationship for mutual benefit and business growth. Each party intends to cooperate in good faith to achieve the objectives set forth herein.

## Clause 2 – Definitions

Capitalized terms used in this Agreement shall have the meanings assigned to them in the text or, if not defined, shall have their ordinary meaning under applicable law.

## Clause 3 – Scope of Collaboration

The parties agree to collaborate in the areas of joint marketing, product development, resource sharing, and other related activities as mutually agreed upon in writing. Specific projects and initiatives will be detailed in separate Statements of Work or addenda.

## Clause 4 – Term

This Agreement shall commence on the date of execution by both parties and shall continue in effect until terminated as provided herein.

## Clause 5 – Obligations of the Parties

Each party shall perform its obligations with due diligence and in accordance with applicable laws, regulations, and industry standards. Neither party shall commit the other to any contractual or financial obligations without prior written consent.

## Clause 6 – Confidentiality

Each party agrees to maintain the confidentiality of all proprietary or confidential information disclosed under this Agreement, and to use such information solely for the purposes of this collaboration. This obligation shall survive termination for a period of five years.

## Clause 7 – Intellectual Property

Unless otherwise agreed in writing, each party shall retain ownership of its pre-existing intellectual property. Any

jointly developed intellectual property shall be owned jointly unless otherwise agreed. Use of trademarks, logos, or trade names requires prior written approval.

#### **Clause 8 – Non-Exclusivity**

This Agreement does not create an exclusive relationship; either party may engage in similar agreements with third parties provided such actions do not breach this Agreement.

#### **Clause 9 – Compliance with Laws**

Both parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing their obligations under this Agreement.

#### **Clause 10 – Indemnification**

Each party agrees to indemnify, defend, and hold harmless the other party from and against any claims, damages, liabilities, costs, and expenses arising out of its negligence or willful misconduct related to this Agreement.

#### **Clause 11 – Limitation of Liability**

Neither party shall be liable to the other for any indirect, incidental, consequential, punitive, or special damages arising out of or related to this Agreement, even if advised of the possibility thereof.

#### **Clause 12 – Termination**

Either party may terminate this Agreement upon written notice if the other party materially breaches any provision and fails to cure within thirty (30) days after receipt of notice. Additionally, termination may occur by mutual written agreement.

#### **Clause 13 – Effects of Termination**

Upon termination, all rights and obligations under this Agreement shall cease except for those that expressly survive. Each party shall return or destroy confidential information of the other party.

#### **Clause 14 – Notices**

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic transmission with confirmation of receipt, to the addresses set forth above or as updated by written notice.

#### **Clause 15 – Entire Agreement**

This Agreement constitutes the entire understanding between the parties regarding its subject matter and supersedes all prior discussions, negotiations, or agreements, whether oral or written.

#### **Clause 16 – Amendments**

No modification or amendment of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.

#### **Clause 17 – Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

#### **Clause 18 – Dispute Resolution**

The parties agree to first attempt to resolve disputes informally through good faith negotiations. If unresolved, disputes shall be resolved by binding arbitration conducted in accordance with the rules of the American Arbitration Association.

**Clause 19 – Waiver**

Failure or delay by either party to enforce any right or provision shall not constitute a waiver of such right or provision.

**Clause 20 – Severability**

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

**Clause 21 – Independent Contractors**

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

**Clause 22 – Counterparts**

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

**Clause 23 – Force Majeure**

Neither party shall be liable for delays or failure to perform due to causes beyond its reasonable control, including natural disasters, acts of government, or other force majeure events.

**Clause 24 – Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to a successor in interest by merger or acquisition.

**Clause 25 – Headings**

Headings in this Agreement are for convenience only and shall not affect the interpretation of any provisions.

**Clause 26 – Interpretation**

This Agreement shall be interpreted fairly and reasonably, neither more strongly for nor against either party.

**Clause 27 – Survival**

Provisions relating to confidentiality, indemnification, limitation of liability, and any other provisions which by their nature should survive termination shall survive any termination or expiration of this Agreement.

**PARTY A AUTHORIZED SIGNATURE**

**PARTY B AUTHORIZED SIGNATURE**

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

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

Original source of this document:

<https://docs-business.com/strategic-alliance-agreement-template/>

Did you find this template helpful?

Find more updated templates at:

<https://docs-business.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.  
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.  
It is recommended to consult a legal professional for each specific case.