

STRATEGIC PARTNERSHIP AGREEMENT

Parties: _____

Partner A Information:

Legal Entity Name: _____

Principal Address: _____

Contact Person: _____

Phone/Email: _____

Partner B Information:

Legal Entity Name: _____

Principal Address: _____

Contact Person: _____

Phone/Email: _____

Recitals

WHEREAS, Partner A and Partner B desire to enter into a strategic partnership for mutual benefit under the terms and conditions set forth herein.

1. Purpose

The purpose of this Agreement is to establish a collaborative relationship between the Partners to pursue joint business opportunities and share resources, knowledge, and expertise.

2. Term

This Agreement shall commence upon execution and shall continue in effect until terminated by either party in accordance with the provisions herein.

3. Roles and Responsibilities

Each Partner agrees to perform its respective roles and responsibilities as detailed in Exhibit A attached hereto and incorporated by reference.

4. Confidentiality

The Partners agree to maintain the confidentiality of all proprietary and confidential information disclosed during the course of this partnership and not to disclose such information to third parties without prior written consent.

5. Intellectual Property

All intellectual property created or developed jointly by the Partners during the term of this Agreement shall be owned jointly unless otherwise agreed in writing.

6. Non-Exclusivity

This Agreement does not grant exclusivity to either Partner unless expressly stated. Each Partner remains free to engage in other business activities.

7. Financial Arrangements

Any financial contributions, revenue sharing, cost allocations, or other monetary matters shall be governed by the terms

set forth in Exhibit B.

8. Compliance with Laws

Both Partners agree to comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with this Agreement.

9. Indemnification

Each Partner agrees to indemnify, defend, and hold harmless the other Partner against any claims, damages, losses, or expenses arising out of or relating to their respective actions or omissions under this Agreement.

10. Limitation of Liability

Neither Partner shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of this Agreement.

11. Termination

This Agreement may be terminated by either Partner upon written notice to the other Partner delivered at least thirty (30) days prior to the intended termination date.

12. Effects of Termination

Upon termination, all obligations of the Partners shall cease except those expressly stated to survive and both Partners shall return or destroy confidential information.

13. Dispute Resolution

The Partners agree to attempt to resolve any disputes arising out of this Agreement through good faith negotiations prior to pursuing other remedies.

14. 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 law principles. The parties consent to exclusive jurisdiction and venue in the state or federal courts located in _____ County, _____.

15. Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, or mailed by certified or registered mail, return receipt requested, to the addresses provided herein.

16. Entire Agreement

This Agreement, including all Exhibits and Attachments, constitutes the entire agreement between the Partners with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, or communications, oral or written.

17. Amendments

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

18. Waiver

No waiver by either Partner of any breach or default shall constitute a waiver of any subsequent breach or default.

19. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain

in full force and effect.

20. Counterparts; Electronic Signatures

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 agreement. Electronic signatures shall be deemed valid and binding.

PARTNER A SIGNATURE

PARTNER B SIGNATURE

Signature: _____

Signature: _____

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