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# Collaborative Agreement

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This **Collaborative Agreement** ("**Agreement**") is entered into as of \_\_\_\_\_ ("**Effective Date**"), by and between the following parties:

**Party A**

**Party B**

Party A and Party B may be referred to individually as a "**Party**" and collectively as the "**Parties**."

**WHEREAS**, the Parties wish to collaborate on \_\_\_\_\_;

**WHEREAS**, each Party brings certain expertise, resources, or capabilities relevant to the collaboration;

**WHEREAS**, the Parties intend to define their respective roles, responsibilities, and expectations through this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the Parties agree as follows:

## 1. Purpose and Scope

The purpose of this Agreement is to establish the terms under which the Parties will collaborate on \_\_\_\_\_ (the "**Project**").

The scope of the collaboration includes all activities reasonably necessary to achieve the Project objectives, including but not limited to planning, development, execution, and evaluation, as mutually agreed in writing by the Parties.

## 2. Roles and Responsibilities

Each Party shall perform the responsibilities assigned to it in a timely and professional manner.

The key responsibilities of each Party are outlined below:

Party	Responsibilities
Party A	
Party B	

The Parties may update or refine these responsibilities by mutual written agreement.

## 3. Term

This Agreement shall commence on the Effective Date and shall continue until \_\_\_\_\_, unless terminated earlier in accordance with the Termination clause.

## 4. Collaboration and Communication

The Parties agree to:

- Maintain regular communication regarding the progress of the Project
- Act in good faith and cooperate to achieve the objectives of the collaboration
- Promptly notify each other of any issues, delays, or risks that may affect performance
- Designate a primary point of contact for coordination purposes

## 5. Financial Arrangements

Unless otherwise agreed in writing:

- Each Party shall bear its own costs and expenses incurred in connection with this Agreement
- Any shared costs, funding arrangements, or revenue-sharing mechanisms shall be clearly documented as follows:

No financial obligation shall arise unless expressly agreed in writing.

## **6. Intellectual Property**

Each Party retains ownership of all intellectual property it owned prior to entering into this Agreement.

Any intellectual property created jointly during the collaboration shall be:

- Owned jointly by the Parties, unless otherwise agreed in writing
- Used by either Party for purposes related to the Project, subject to reasonable acknowledgment of the other Party

Neither Party may use the other Party's intellectual property outside the scope of this Agreement without prior written consent.

## **7. Confidentiality**

Each Party agrees to keep confidential any non-public, proprietary, or sensitive information disclosed by the other Party in connection with this Agreement.

Confidential information shall not be disclosed to any third party without prior written consent, except where required by law.

This obligation shall continue for \_\_\_\_\_ years following the termination or expiration of this Agreement.

## **8. Independent Relationship**

The Parties acknowledge that they are independent entities. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. Neither Party has the authority to bind or act on behalf of the other unless expressly authorized in writing.

## **9. Representations and Warranties**

Each Party represents that:

- It has the legal authority to enter into and perform this Agreement
- Its performance will comply with applicable laws and regulations
- Entering into this Agreement does not conflict with any other agreement to which it is a party

## **10. Limitation of Liability**

To the extent permitted by applicable law, neither Party shall be liable for indirect, incidental, or consequential damages arising out of or related to this Agreement.

Each Party's total liability shall be limited to the extent of direct damages reasonably foreseeable at the time of entering into this Agreement.

## **11. Termination**

Either Party may terminate this Agreement:

- By providing \_\_\_\_\_ days' written notice to the other Party without cause
- Immediately upon written notice if the other Party materially breaches this Agreement and fails to remedy the breach within a reasonable period
- Upon completion of the Project

Upon termination:

- All ongoing obligations related to the Project shall cease unless otherwise agreed
- Each Party shall return or securely dispose of confidential information
- Any accrued rights or obligations shall survive termination

## **12. Amendment**

This Agreement may only be amended by a written document signed by both Parties.

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

This Agreement shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_.

The Parties agree to attempt to resolve any dispute amicably through good faith negotiations before pursuing formal legal remedies.

## 14. Entire Agreement

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

## 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. Notices

Any notices under this Agreement shall be in writing and delivered to the addresses of the Parties stated above or to any updated address provided in writing.

## 17. Signatures

IN WITNESS WHEREOF, the Parties have executed this Collaborative Agreement as of the Effective Date.

**Party A**

**Party B**

**Name**

**Name**

**Date**

**Date**

**Signature**

**Signature**

\_\_\_\_\_

\_\_\_\_\_

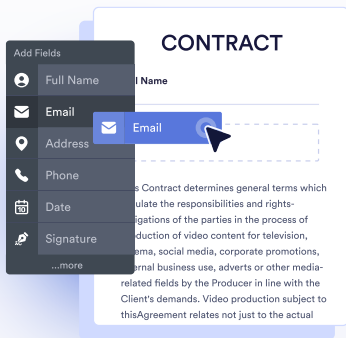


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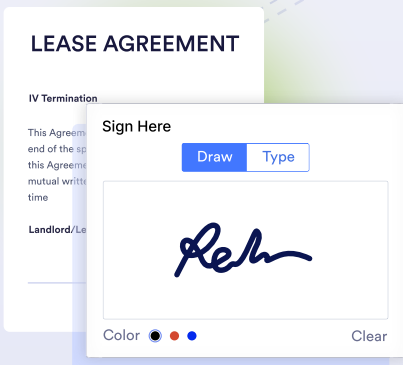
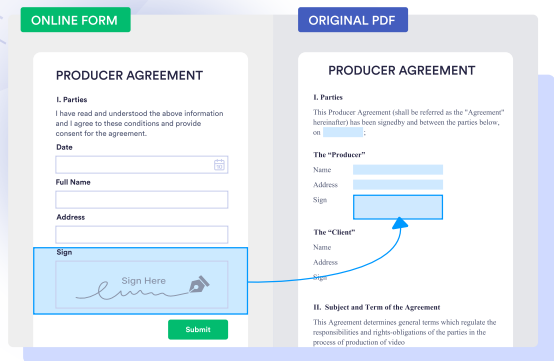
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