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Joint Development Agreement

This **Joint Development 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 each be referred to individually as a "**Party**" and collectively as the "**Parties**".

The Parties desire to collaborate in the research, design, development, and potential commercialization of certain technology that may be patentable, protectable, and exploitable within relevant global markets. In consideration of the mutual representations, warranties, covenants, and conditions set out in this Agreement, the Parties agree as follows.

1. Purpose and Scope of Collaboration

The purpose of this Agreement is to set forth the terms under which the Parties will jointly conduct research and development activities relating to the conception, design, creation, optimization, testing, and validation of the technology described generally as _____ and further detailed in the development plan that the Parties will mutually prepare after the Effective Date ("**Development Plan**").

The Parties agree that this collaboration is intended to result in potentially patentable inventions, proprietary know-how, technical data, and other forms of intellectual property that may be commercialized by one or both Parties under the terms of this Agreement. Each Party shall perform the tasks assigned to it in the Development Plan and exercise commercially reasonable efforts to advance the Project in accordance with the timelines and milestones established by the Joint Steering Committee.

2. Term of Agreement

The Agreement shall commence on the Effective Date and continue in full force until completion of the Project, unless earlier terminated in accordance with the terms of this Agreement. If the Parties mutually agree to extend the Project beyond the anticipated completion, they may do so through a written amendment signed by authorized representatives of both Parties.

3. Project Governance and Management

The Parties shall establish a Joint Steering Committee ("**JSC**") responsible for overseeing and guiding the development activities under this Agreement. The JSC shall consist of an equal number of representatives appointed by each Party.

The JSC shall meet as often as necessary, either in person or virtually, to review progress, allocate responsibilities, adjust timelines, resolve technical disputes, and make strategic decisions relating to the Development Plan. Unless otherwise stated in this Agreement, all JSC decisions shall be made by unanimous vote. If the JSC cannot reach unanimous agreement on a particular matter, the issue shall be escalated to senior executives of each Party who shall attempt in good faith to resolve the dispute within a reasonable time.

4. Responsibilities of the Parties

Each Party shall perform the tasks allocated to it in the Development Plan, provide competent personnel, and commit reasonable resources, materials, equipment, and facilities necessary to perform its responsibilities. Each Party shall maintain accurate records of its research activities, data generated, materials used, and results obtained during the Project. Each Party shall bear its own internal costs unless the Parties expressly agree otherwise in writing. Any transfer of materials, prototypes, biological substances, or technical data shall be subject to written transfer documentation and handled in accordance with applicable law.

5. Background Technology and Intellectual Property

"Background IP" means all intellectual property, technical data, know-how, software, patents, or proprietary information owned or controlled by a Party prior to the Effective Date or developed independently of the Project without reference to the other Party's confidential information. Each Party retains exclusive ownership of its Background IP, and no rights are granted to the other Party except those expressly stated in this Agreement. During the Term, each Party grants the other Party a non-exclusive, non-transferable, royalty-free license to use its Background IP solely for purposes of performing the Project under the Development Plan. Except as expressly permitted, neither Party may use the other Party's Background IP outside the Project without prior written consent.

6. Jointly Developed Intellectual Property

“**Joint IP**” means any invention, discovery, improvement, design, type of software, technical data, or know-how conceived or created jointly by employees or contractors of both Parties during the performance of the Project. Joint IP shall be jointly owned by the Parties in proportion to their inventive contribution, or if the relative contribution cannot be reasonably determined, then owned equally. Each Party shall have the unrestricted right to practice Joint IP for internal business purposes without accounting to the other Party. Any external commercialization, sublicensing, sale, or transfer of Joint IP shall be subject to mutually agreed terms in a separate commercialization or licensing agreement, unless this Agreement already specifies such allocation. Each Party shall promptly disclose all Joint IP to the other and cooperate in documenting invention disclosures and ownership records.

7. Solely Developed Intellectual Property

“**Sole IP**” means any invention, discovery, improvement, design, type of software, or know-how created exclusively by one Party during the Project without contribution from the other Party. Sole IP shall be owned exclusively by the creating Party. The Parties may agree to license Sole IP to the other Party for commercialization purposes, but such licensing shall require a separate written agreement under mutually negotiated terms.

8. Patent Filing, Prosecution, and Maintenance

For Joint IP that is reasonably considered patentable, the Parties shall mutually determine whether to pursue patent protection. If the Parties elect to file a joint patent application, they shall select mutually acceptable patent counsel, coordinate in preparing and filing patent documents, and share all associated costs in equal proportion unless the Parties agree to a different cost-sharing mechanism. The Parties shall fully cooperate in providing signatures, inventor declarations, power-of-attorney documents, and technical data necessary to support patent filings.

For Sole IP, the owning Party shall have exclusive control and responsibility over patent prosecution and maintenance, at its own expense. If the owning Party elects not to pursue or continue a patent application for Sole IP that materially affects the other Party’s interest in the Project, it shall notify the other Party, who may assume prosecution at its own cost.

9. Patent Enforcement and Defense

If a third party infringes a patent covering Joint IP, the Parties shall consult in good faith to determine an appropriate enforcement strategy. The Parties may take joint action, sharing costs and potential recoveries proportionally. If one Party chooses not to participate in an enforcement action, the other Party may proceed alone, and any recovery shall first reimburse enforcement expenses, with any remaining amount divided as appropriate based on ownership of the patent. For Sole IP, the owning Party shall have exclusive authority to enforce or defend its patent rights at its own expense.

10. Materials and Sharing

All materials, samples, prototypes, software, reagents, or technical data provided by one Party to the other remain the sole property of the providing Party unless expressly transferred. Such materials shall be used solely for the Project and shall not be modified, reverse-engineered, or applied to unrelated research except with written permission. Each Party shall implement appropriate safeguards to ensure the proper handling, storage, and use of the materials.

11. Confidentiality

Each Party shall maintain in strict confidence all confidential or proprietary information disclosed under this Agreement, whether in written, oral, electronic, or tangible form. Each Party shall use such information only for purposes of fulfilling its obligations under this Agreement and shall not disclose it to any third party except to employees or contractors who need to know such information and who are bound by written confidentiality obligations at least as protective as those in this Agreement. Confidentiality obligations shall remain in effect for five years after the termination or expiration of the Agreement. The Agreement shall not restrict the use of information that is already known to the receiving Party without confidentiality restrictions, becomes publicly available without breach, is independently developed by the receiving Party without reference to the confidential information, or is required to be disclosed by law or government order after giving prompt notice to the disclosing Party.

12. Commercialization of Joint Results

If the Parties agree to commercialize Joint IP or products derived from the Project, they shall negotiate the terms of such commercialization in a separate agreement addressing production, marketing, licensing, revenue sharing, worldwide territorial allocation, regulatory compliance, and product liability. Nothing in this Agreement obligates either Party to commercialize the results; however, both Parties shall negotiate in good faith if either Party expresses interest in doing so.

13. Representations and Warranties

Each Party represents and warrants that it has full legal power and authority to enter into this Agreement and to perform its obligations. Each Party represents that it is not bound by any obligation that would conflict with this Agreement. No Party makes any warranty that the results of the Project will be successful, commercially viable, or free from third-party claims. All research-based output is provided “AS-IS,” and the Parties disclaim all implied warranties to the fullest extent permitted by applicable law.

14. Compliance with Laws

Each Party shall comply with all applicable laws, regulations, export controls, ethical standards, and research requirements during the performance of the Project. If the Project involves biological, medical, or hazardous materials, each Party shall ensure that its personnel follow applicable health, safety, and environmental regulations.

15. Indemnification

Each Party shall indemnify, defend, and hold harmless the other Party and its affiliates from any losses, damages, liabilities, or expenses arising from claims caused by the negligence, misconduct, or breach of this Agreement by the indemnifying Party. The indemnified Party shall give prompt notice of any claim and allow the indemnifying Party to control the defense, provided that the indemnifying Party acts diligently and reasonably.

16. Limitation of Liability

Neither Party shall be liable to the other for indirect, incidental, special, punitive, or consequential damages arising out of this Agreement, except for breaches of confidentiality obligations, infringement of intellectual property rights, or indemnification obligations resulting from gross negligence or willful misconduct.

17. Termination

This Agreement may be terminated by either Party if the other Party commits a material breach and fails to remedy that breach within thirty days after receiving written notice specifying the breach. If the breach is not capable of cure, or if it concerns misuse of confidential information or intellectual property, the non-breaching Party may terminate the Agreement immediately upon written notice. Either Party may also terminate this Agreement without cause upon ninety days' prior written notice to the other Party.

Either Party may terminate this Agreement immediately by written notice if the other Party becomes insolvent, enters into bankruptcy or receivership, or undergoes any similar proceeding that materially affects its ability to perform its obligations. If a force majeure event continues for more than one hundred twenty days and substantially prevents performance of the Project, either Party may terminate the Agreement upon written notice.

Upon termination of the Agreement for any reason, the Parties shall promptly cease all development activities under the Project and cooperate in an orderly wind-down. Each Party shall return or destroy all confidential information, materials, and data received from the other Party, except that one archival copy may be retained for legal compliance. Termination shall not affect ownership of any Background IP, Sole IP, or Joint IP created before termination, and all rights and obligations that are expressly stated to survive termination shall remain in effect, including those relating to confidentiality, intellectual property, limitation of liability, indemnification, and dispute resolution.

18. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of _____, without regard to conflict of law principles. Any dispute arising out of this Agreement shall first be submitted to the JSC, and if unresolved, escalated to senior management of the Parties. If the dispute remains unresolved after such escalation, it shall be settled by binding arbitration administered by _____ under its rules. The place of arbitration shall be _____, and the language of the arbitration shall be English.

19. Notices

All notices required under this Agreement shall be in writing and delivered by hand, courier, or email with confirmation to the addresses stated above or to such other address as a Party may later designate in writing.

20. Assignment

Neither Party may assign or transfer this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement to a successor in connection with a merger, acquisition, or sale of substantially all assets, provided the successor assumes all obligations under this Agreement.

21. Entire Agreement and Amendments

This Agreement constitutes the entire understanding between the Parties regarding the Project and supersedes all prior agreements or discussions relating to the same subject matter. Any amendments must be in writing and signed by authorized representatives of both Parties.

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

Party A

Name

Date

Signature

Party B

Name

Date

Signature

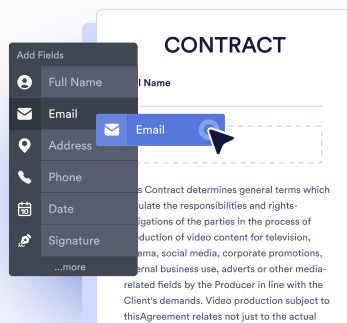


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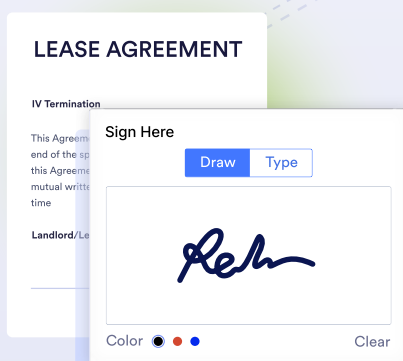
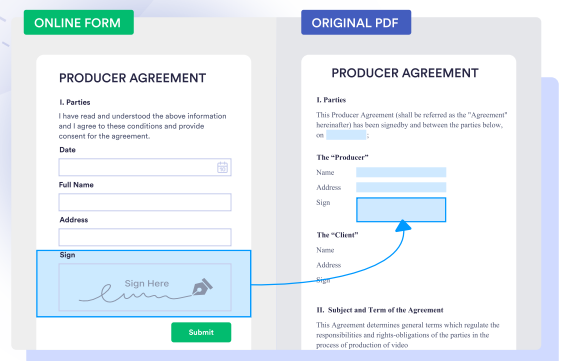
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