

Strategic Partnership Agreement

This **Strategic Partnership Agreement** ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between the parties below:

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 establish a collaborative relationship to pursue mutually beneficial business opportunities;

WHEREAS, the Parties intend to combine certain resources, expertise, and capabilities to achieve shared strategic objectives;

WHEREAS, the Parties desire to define the terms governing their cooperation in a clear and structured manner;

NOW, THEREFORE, the Parties agree as follows:

1. Purpose and Scope

The purpose of this Agreement is to establish a strategic partnership under which the Parties will collaborate in _____.

This Agreement defines the general framework for cooperation and does not, by itself, obligate either Party to enter into specific transactions unless expressly stated or agreed in writing.

2. Nature of Relationship

The Parties acknowledge that they are independent entities. Nothing in this Agreement shall be construed to create a partnership in the legal sense, joint venture, agency, or employment relationship.

Neither Party has authority to bind or act on behalf of the other unless explicitly authorized in writing.

3. Areas of Collaboration

The Parties agree to cooperate in the following areas:

Area of Collaboration	Description	Responsible Party

Additional collaboration areas may be agreed upon in writing by the Parties.

4. Roles and Responsibilities

Each Party shall:

- Perform its obligations with reasonable care, skill, and diligence
- Allocate adequate personnel and resources to support the partnership
- Act in good faith to promote the success of the collaboration

Specific responsibilities may be further detailed in written project plans, statements of work, or addenda agreed between the Parties.

5. Financial Arrangements

Unless otherwise agreed in writing:

- Each Party shall bear its own costs and expenses related to this Agreement
- Any revenue-sharing, cost-sharing, or payment arrangements must be documented in a separate written agreement

No financial obligations are created under this Agreement unless expressly stated.

6. Confidentiality

Each Party may receive or have access to confidential or proprietary information of the other Party.

Each Party agrees to:

- Use such information solely for purposes of this Agreement
- Not disclose such information to third parties without prior written consent
- Protect the information using reasonable safeguards

These obligations shall survive termination of this Agreement for a period of _____.

7. Intellectual Property

Each Party retains ownership of its pre-existing intellectual property.

Any intellectual property developed jointly under this Agreement shall be:

- Owned as mutually agreed in writing; or
- If no agreement is reached, owned jointly by the Parties, with each Party having the right to use such intellectual property for internal purposes

Neither Party may use the other Party's trademarks, logos, or branding without prior written consent.

8. Term and Duration

This Agreement shall commence on the Effective Date and continue for a period of _____, unless terminated earlier in accordance with the Termination clause.

The Agreement may be renewed upon mutual written agreement of the Parties.

9. Termination

Either Party may terminate this Agreement:

- For convenience, by providing _____ written notice to the other Party
- For cause, if the other Party materially breaches this Agreement and fails to remedy the breach within _____ after receiving written notice

Upon termination:

- All ongoing collaborative activities shall be wound down in an orderly manner
- Confidential information shall be returned or destroyed upon request
- Any outstanding obligations expressly intended to survive termination shall remain in effect

10. Compliance with Laws

Each Party shall comply with all applicable laws and regulations in performing its obligations under this Agreement.

11. 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 in connection with this Agreement.

12. Dispute Resolution

The Parties shall attempt to resolve any disputes arising under this Agreement through good faith negotiations.

If a dispute cannot be resolved amicably, it shall be submitted to:

- Mediation or arbitration, or
- Courts of competent jurisdiction

as agreed in writing between the Parties.

13. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to conflict of law principles.

14. Amendment

This Agreement may only be amended or modified by a written document signed by authorized representatives of both Parties.

15. Entire Agreement

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

16. Notices

All 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. 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 an affiliate or successor in connection with a merger or sale of assets.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Strategic Partnership Agreement as of the Effective Date first written above.

Party A

Name

Date

Signature

Party B

Name

Date

Signature



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