Working Agreement

This **Working Agreement** (“***Agreement***”) is entered into as of _____, by and between the following parties:

Party 1

Party 2

Party One and Party Two may be referred to individually as a “***Party***” and together as the “***Parties***.”

1. Purpose of the Agreement

The purpose of this Agreement is to define the working relationship between the Parties and to set out the expectations, responsibilities, communication standards, and operational rules governing their collaboration.

This Agreement is intended to promote clarity, accountability, and effective cooperation while the Parties work together on agreed activities or projects.

2. Nature of the Relationship

The Parties acknowledge and agree that this Agreement establishes a collaborative working arrangement only. Nothing in this Agreement creates a partnership, joint venture, employment relationship, or agency relationship unless expressly stated in writing. Each Party remains responsible for its own business operations, taxes, insurance, and legal obligations.

3. Scope of Work

The Parties agree to collaborate on the following work or activities:

Any material changes to the scope of work must be agreed to in writing by both Parties.

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4. Roles and Responsibilities

Each Party agrees to perform its responsibilities in a timely, professional, and cooperative manner.

Party 1's Responsibilities:

Party 2's Responsibilities:

The Parties agree to act in good faith and to use reasonable efforts to support the shared objectives of the collaboration.

5. Communication and Availability

The Parties agree to maintain open and professional communication.

This includes:

- Regular updates on progress and issues
- Timely responses to reasonable requests
- Advance notice of delays, unavailability, or changes affecting the work

Preferred communication methods:

6. Decision-Making and Approvals

Decisions affecting the scope, timing, or outcome of the work must be made collaboratively unless otherwise agreed. Where approval is required, such approval must be given clearly and in writing.

7. Confidential Information

During the course of the working relationship, a Party may receive non-public or sensitive information belonging to the other Party. Each Party agrees to:

- Use confidential information solely for purposes related to this Agreement
- Not disclose such information to third parties without prior written consent
- Take reasonable steps to protect confidential information from unauthorized access

This obligation continues after the end of the working relationship.

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8. Compensation and Expenses

If compensation applies, the Parties agree as follows:

Compensation Terms:

Expenses:

If no compensation applies, the Parties acknowledge that this Agreement does not create any payment obligation.

9. Term and Termination

This Agreement begins on the Effective Date and continues until .

Either Party may terminate this Agreement:

- By providing days' written notice without cause
- Immediately if the other Party materially breaches this Agreement and fails to remedy the breach within a reasonable time after notice

Upon termination, the Parties must promptly complete any agreed wind-down activities and return confidential materials where applicable.

10. Ownership of Work Product

Unless otherwise agreed in writing:

- Each Party retains ownership of its pre-existing materials
- Ownership of any work product created under this Agreement shall be

11. Limitation of Responsibility

Each Party is responsible for its own actions and omissions in connection with this Agreement.

Neither Party is responsible for indirect or consequential losses arising from the working relationship, except where such limitation is not permitted by law.

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12. Governing Law and Dispute Resolution

This Agreement is governed by the laws of _____.

Any disputes arising under this Agreement will first be addressed through good faith discussions between the Parties. If unresolved, disputes may be pursued through appropriate legal channels.

13. Amendments

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

14. Entire Agreement

This Agreement represents the entire understanding between the Parties regarding the working relationship and replaces all prior discussions or understandings on the same subject.

By signing below, the Parties confirm that they have read, understood, and agreed to the terms of this Working Agreement.

Party 1

Name _____

Date _____

Signature _____

Party 2

Name _____

Date _____

Signature _____

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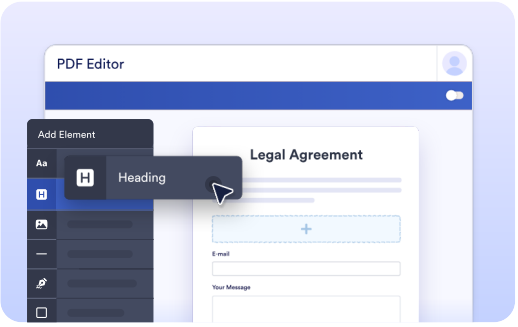
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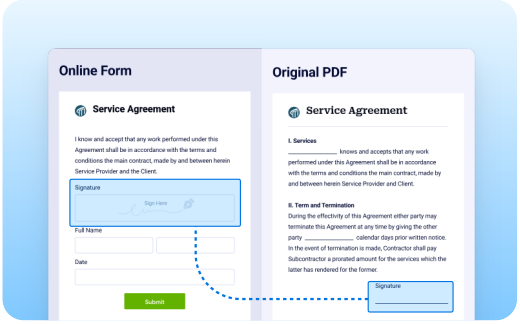
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