# Collaboration Agreement

#### Collaboration Agreement Involved Parties

Party A Party B Purpose

Authority and Representation Joint Decisions

Primary Representatives Staffing

Funding

Profits and Proceeds Additional Parties Insurance Termination Agreement Extension

#### Acceptance

[PartyA.Company] (Party A) and [PartyB.Company] (Party B), collectively known as the "Parties" each desire to enter into a mutually beneficial business relationship. This collaboration agreement is intended to serve as a legally binding contract governing the terms of that relationship.

# Involved Parties

## Party A

|  |  |
| --- | --- |
| [PartyA.RepName] | [PartyA.Company] |
| Name | Company |
| [PartyA.Street] | [PartyA.Email] |
| Street | Email |
| [PartyA.City], [PartyA.State] [PartyA.Zip] | [PartyA.Phone] |
|  |  |

|  |  |
| --- | --- |
| City, State, Zip | Phone |

Party B

|  |  |
| --- | --- |
| [PartyB.RepName] | [PartyB.Company] |
| Name | Company |
| [PartyB.Street] | [PartyB.Email] |
| Street | Email |
| [PartyB.City], [PartyB.State] [PartyB.Zip] | [PartyB.Phone] |
| City, State, Zip | Phone |

Purpose

The Parties wish to combine their resources to accomplish the following:

## Authority and Representation

### Joint Decisions

Any and all significant decisions regarding this collaboration agreement require approval by all involved parties.

Decisions will include, but not be limited too any and all decisions in regards to

service eligibility, service nature, and any and all financial matters related to the above listed objectives.

### Primary Representatives

The Parties shall each nominate a primary representative to act on their behalf in all matters related to this collaboration agreement.

Chosen primary representatives shall be vested with the full ability to make decisions on behalf of their respective employers.

It is mutually understood that the Parties shall make every effort to ensure that all involved parties are fully aware of any pertinent facts related to the above listed objectives for the duration of this collaboration agreement.

Chosen primary representatives shall be responsible for keeping their respective employers

abreast of any developments related to this collaboration agreement.

The following individuals have been appointed as chosen primary representatives for their respective employers:

|  |  |
| --- | --- |
| **Name** | **Company** |
| [PartyA.RepName] | [PartyA.Company] |
| [PartyB.RepName] | [PartyB.Company] |

### Staffing

The Parties shall equally share any staffing responsibilities related to this collaboration agreement. This includes providing personnel and financial resources to obtain additional personnel for the purpose of achieving the above listed objectives.

### Funding

The Parties shall equally share any financial burden, obligation, or direct costs associated with this collaboration agreement.

Should outside funding or credit be required to support the achievement of the above listed objectives, the Parties agree to procure such credit jointly, and share in the responsibility to repay such debt.

Should one party provide additional capital above and beyond their equal share, that capital shall not grant them additional interest or control over the collaboration. Instead, the capital

shall be considered a loan and shall be repaid from the proceeds from the collaboration's efforts.

### Profits and Proceeds

All profits, proceeds, and other returns related to this collaboration agreement shall be distributed in the following manner:

1. Any shared financial obligations shall be repaid using the proceeds from the collaboration's efforts. This includes the above referenced excess capital contributions from either of the involved parties, as well as any overhead costs associated with the project, such as compensation for managers, consultants, subcontractors, or equipment.
2. Any remaining profits or proceeds shall be distributed equally amongst the parties to this collaboration agreement.

### Additional Parties

No additional partners or subcontractors shall be hired or procured without prior written approval from both parties.

The Parties agree that an independent consultant shall be hired to carry out a risk assessment prior to beginning any work related to this collaboration agreement.

### Insurance

The Parties agree to maintain insurance adequate to protect their respective personnel and assets from loss, theft, or damage.

The Parties agree to name each other in their respective insurance policies, and to indemnify and hold each other harmless in all cases save for those of gross or willful misconduct or neglect

### Termination

Each participating collaborator will hold the option to revoke this agreement upon written notice no late than 30 days before termination date.

Any parties withdrawal from this agreement will terminate the agreement in its entirety including those made between other participating members.

All remaining parties will have the opportunity to begin a new agreement upon termination of the current agreement.

### Agreement Extension

This contract may be extended or amended only by written approval from all participating parties. The decision to amend or extend the agreement shall include the date of the amendment/extension, and the signatures of appointed representative of each participating organization as well as any new terms and conditions amended or added to this agreement.

# Acceptance

Each collaborator has had the ability to read and accept all conditions and terms listed above, and indicates full acceptance and approval of this collaboration agreement by signing electronically below.

**[PartyA.Company] [PartyB.Company]**

**Signed By:**

[PartyA.RepName]

**Signed By:**

[PartyB.RepName]

**Date: Date:**