

COLLABORATION AGREEMENT

(UNITED STATES)

This Collaboration Agreement (hereinafter referred to as the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between:

_____, a _____, duly organized, validly existing, and in good standing under the laws of the State of _____, having its principal place of business at:

and

_____, a _____, duly organized, validly existing, and in good standing under the laws of the State of _____, having its principal place of business at: _____.

Each of the foregoing entities may be referred to individually as a "Party" and collectively as the "Parties." For purposes of convenience and interpretation, the term "Collaborator" may be used interchangeably to refer to any Party, unless the context requires otherwise.

RECITALS

WHEREAS, the Parties desire to enter into a cooperative relationship for the purpose of engaging in a joint project, initiative, or business activity (the "Collaboration");

WHEREAS, the Parties intend to define, formalize, and govern their respective rights, responsibilities, duties, and obligations in connection with such Collaboration;

WHEREAS, the Parties acknowledge that this Agreement is entered into voluntarily, with full authority, and with the intention of being legally bound;

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1. SCOPE AND NATURE OF COLLABORATION

- 1.1. Subject to the terms and conditions set forth in this Agreement, the Parties agree to collaborate in connection with the following project, activity, or undertaking:
_____.
- 1.2. The Parties may, at their discretion, develop and execute one or more supplemental documents, including, without limitation, project plans, schedules, statements of work, or

technical specifications, which shall be incorporated into this Agreement by reference and deemed an integral part hereof.

- 1.3. Nothing contained in this Agreement shall be construed to create any partnership, joint venture, fiduciary duty, agency relationship, or employment relationship between the Parties. Each Party shall remain an independent contractor and shall have no authority to bind the other Party.

ARTICLE 2. INTELLECTUAL PROPERTY RIGHTS

- 2.1. All intellectual property, including, without limitation, inventions, designs, works of authorship, trade secrets, software, documentation, trademarks, and any other proprietary rights owned or controlled by a Party prior to the Effective Date (collectively, "Pre-Existing IP"), shall remain the exclusive property of that Party.
- 2.2. Nothing in this Agreement shall be interpreted as granting any ownership interest in a Party's Pre-Existing IP to the other Party, except as may be expressly agreed in writing.
- 2.3. Any intellectual property conceived, created, developed, or reduced to practice jointly by the Parties during the course of the Collaboration (the "Joint IP") shall be owned jointly by the Parties, unless otherwise agreed in a separate written agreement.
- 2.4. Any licensing, commercialization, assignment, or other exploitation of Joint IP shall require the prior written consent of all Parties, and the Parties agree to negotiate in good faith with respect to such matters.

ARTICLE 3. DUTIES AND RESPONSIBILITIES

- 3.1. Each Party agrees to perform its obligations in a diligent, professional, and timely manner consistent with generally accepted industry standards.
- 3.2. The responsibilities of each Party shall include, without limitation, the following:
 - :
 - :
- 3.3. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations in connection with the performance of its obligations under this Agreement.

ARTICLE 4. CONTRIBUTIONS AND RESOURCES

- 4.1. Each Party agrees to contribute such capital, services, personnel, equipment, or other resources as may be necessary to carry out the Collaboration.

4.2. The initial contributions of each Party shall be as follows:

:

:

4.3. Unless otherwise expressly agreed in writing, each Party shall bear its own costs and expenses incurred in connection with this Agreement.

ARTICLE 5. ALLOCATION OF PROFITS AND LOSSES

5.1. Any profits, revenues, or other financial benefits arising from the Collaboration shall be allocated between the Parties as follows:

:

:

5.2. The distribution of profits shall occur on the following basis:

5.3. Losses, liabilities, and expenses shall be allocated in the same proportion, unless otherwise agreed in writing.

ARTICLE 6. TERM AND TERMINATION

6.1. This Agreement shall commence on the Effective Date and shall continue in full force and effect until completion of the Collaboration or earlier termination in accordance with this Article.

6.2. This Agreement may be terminated under the following circumstances:

- (a) If a Party materially breaches any provision of this Agreement and fails to cure such breach within days after receiving written notice thereof;
- (b) If a Party becomes unable to perform its obligations due to insolvency, incapacity, or other material limitation;
- (c) Upon written notice by any Party, in which case termination shall apply to all Parties.

6.3. Termination shall not affect any rights, obligations, or liabilities accrued prior to termination, nor any provisions that, by their nature, are intended to survive termination.

ARTICLE 7. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- 7.1. Each Party acknowledges that it may receive access to confidential, proprietary, or trade secret information of the other Party (collectively, "Confidential Information").
- 7.2. Confidential Information includes, without limitation, technical data, business strategies, financial information, customer data, software, inventions, and other non-public information.
- 7.3. Each Party agrees as follows:
 - (a) Not to disclose Confidential Information to any unauthorized third party;
 - (b) To use such information solely for purposes of the Collaboration;
 - (c) To protect such information using reasonable administrative, technical, and physical safeguards;
 - (d) To maintain the confidentiality of such information for a period of _____ following termination of this Agreement.
- 7.4. Trade secrets shall be protected indefinitely, for so long as such information qualifies as a trade secret under applicable law.
- 7.5. Confidential Information does not include information that is publicly available, independently developed without use of Confidential Information, or lawfully obtained from a third party without restriction.

ARTICLE 8. LIABILITY AND INDEPENDENT OBLIGATIONS

- 8.1. Each Party shall be solely responsible for its own debts, liabilities, and obligations.
- 8.2. No Party shall be liable for the acts, omissions, or obligations of any other Party unless expressly agreed in writing.

ARTICLE 9. NON-COMPETITION AND NON-CIRCUMVENTION

- 9.1. During the term of this Agreement, no Party shall engage in activities that directly or indirectly compete with the subject matter of the Collaboration without the prior written consent of the other Party.
- 9.2. Each Party agrees not to circumvent the other Party with respect to business opportunities arising from the Collaboration.

ARTICLE 12. EXECUTION

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

Representative Name:

Signature:

Title:

Date:

Representative Name:

Signature:

Title:

Date: