

IN-COMbtc06

## **Collaboration agreement: technology and marketing**

**Dated:** [\[date\]](#)

# Contents

1. Definitions
2. Background and purpose of agreement
3. Training development and information
4. Relationship, roles and responsibilities of parties
5. Proprietary rights and license arrangement
6. Intellectual property rights
7. Promotion of service as a result of Collaboration
8. Duration and termination
9. Confidentiality
10. Matters after termination
11. Restrictive covenants
12. Mutual hold harmless
13. Intellectual property
14. Limitation of liability
15. Division of proceeds of sale
16. Representation and warranties of parties
17. Entire agreement
18. Dispute resolution
19. Governing law
20. Miscellaneous Clauses

**This agreement is dated:** [Date]  
**It is made between** [Company name]  
**of** [address] (the Company1)  
**And** [Company name]  
**Of** [address] (the Company2)

**Following are the agreed terms:**

## **1. Definitions**

These definitions apply unless the context :

“Parties” means, the parties to this agreement.

“Confidential Information” means, all information about a party to this agreement. It includes among other things: information about staff, their personal contact information, and businesses, methods of doing business,

"Intellectual Property" means Intellectual Property of every sort, whether or not registered or registrable in any country, including Intellectual Property of kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs,

“Know-How” All knowledge, experience, data, marketing expertise, technical or commercial information, inventions and all other intellectual property rights, which might reasonably be of commercial interest to either party in the design, manufacture or supply of the Products. This includes (without limitation) descriptions of manufacturing processes, formulae, and

1 .

“Non-exclusive”	A right granted under this agreement, which the grantor may itself exercise and may
“Commencement Date”	means, the date of this agreement.
“Proceeds of Sale”	means net receipts after payment

## 2. Background and Purpose of agreement

- 2.1. Company1 is into providing services/  
[ ] .
- 2.2. Company2 specializes in [\[explain and elaborate here\]](#).
- 2.3. Company2 is possessed of Know-How and has certain skill sets
- 2.4. The parties are keen on formalizing their relationship on a revenue

## 3. Training, Development and Information

- 3.1. Company2 undertakes to provide training and information regarding the whole process in the use of [ ] / [ ] [ ] [ ] / [ ] .
- 3.2. Company2 will not be responsible for the expenses of the [ ] / [ ]

3.3. The training and development of the

3.4. Company2 will also make available to Company1, the know-

## 4. Relationship, roles and responsibilities of parties

4.1. International Marketing,

4.1.1 company1 will do

4.1.2 parties will have periodic

4.2. Necessary development, support,

4.2.1 company2 will undertake to develop the required

4.2.2 estimate of Pre-sales support

4.3. On receiving an order from a

4.3.1 company2 will develop the necessary

4.3.2 the actual use and

4.4. The parties to this agreement are not partners. Nor is one the agent

4.5. The arrangement created by this agreement is non-

4.6. This agreement contains the entire

4.7. All conditions, warranties and other terms implied

## **5. Proprietary rights and license arrangement**

5.1. Company2 shall retain all right, title and interest in and to all of its trademarks, service marks, copyrights, patents,

5.2. Company1 shall have a non-exclusive, worldwide license

5.3. Such license shall

5.4. Company1 shall not grant or purport to

5.5. Company2 represents and

## **6. Intellectual Property Rights**

Software code and graphic images owned by a third party are not

- 6.1. for the avoidance of doubt, all -  
;
- 6.2. software code(s)  
;
- 6.3. code(s) written specifically for the  
;
- 6.4. title, ownership rights, and intellectual property  
;
- 6.5. company1 may not copy, modify, publish, transmit, transfer or sell, reproduce,  
, , ,  
,  
, ;
- 6.6. any intellectual property rights and know-how including, without limitation, copyright, database rights, confidential information, patents, inventions, ( )  
, , , , ,  
,  
;
- 6.7. all copyright in the technical .

## 7. Promotion of service as a result of collaboration

- 7.1. The parties shall issue a joint press release or  
,  
:
- 7.1.1 such announcement shall be in mutually satisfactory form  
;

7.1.2 the cost of

7.2. parties represent, warrant, and agree that it is in

;

7.3. to that end, parties shall use

;

7.4. parties agree to promote

;

7.5. parties further agree to promote

;

7.6. parties agree to develop and maintain an

## 8. Duration and termination

This agreement shall remain in force for a period of [number]

:

8.1. if the Company1 stops

;

8.2. if Company2

;

8.3. if any party fails to pay

[ ]

;

8.4. if due to any restriction imposed by the Government of

,

,

-

;

8.5. if any of the parties

;



8.6. if Company1

## 9. Confidentiality

9.1. The parties are aware that in the course of

9.2. As defined herein, Confidential Information shall include, but shall not be limited to this agreement and any terms contained herein, any other information

9.3. Confidential Information of the Company2 may be disclosed by

9.4. Subject to the previous sub-paragraph,

9.4.1 that they will not divulge to any Person or otherwise

9.4.2 that they will explain to all relevant employees agents and sub-

9.5. At all times before and after the termination of this agreement,

## 10. Matters after termination

Upon termination of this [redacted],

10.1. each party will not represent to anyone [redacted],

10.2. company2 will continue to supply to Company1 [redacted];

10.3. each party will return to the other party [redacted];

10.4. [redacted];

10.5. [redacted];

10.6. [redacted].

## 11. Restrictive covenants

11.1. [redacted],

11.2. [redacted].

## 12. Mutual hold harmless

12.1.

12.1.1

12.1.2

12.1.3

12.1.4

## 13. Intellectual property

13.1.

13.2. Company1 agrees that they will not:

13.2.1 interfere with any of the software codes;

13.2.2

13.2.3

13.2.4

13.3.

## 14. Limitation of liability

14.1.

[ .0000 ]

/

14.2.

,

14.3.

,

## 15. Division of proceeds of sale

15.1.

/ /

15.2.

15.3.

15.4.

[ 00 :

00 ]

[%]

15.5.

15.6.

[ ]

15.7.

[ ]

15.8.

15.9.

## 16. Representations and warranties of the parties

16.1.

16.2.

16.3.

16.4.

## **17. Entire agreement**

## **18. Dispute Resolution**

, 1996 .

## **19. Governing law**

## **20. Miscellaneous clauses**

20.1.

20.2.

20.3.

20.4.

20.5.

20.6.

20.7.

20.8.

20.9.

20.10. Notices will be deemed effective:

20.10.1

20.10.2 [ ]

20.10.3 the next day if sent by courier; or

20.10.4

20.11.

20.12.

Company1

Authorised Signature

Name and Title

Company2

Authorised Signature

Name and Title



## Explanatory notes:

### Collaboration agreement: technology and marketing

## General notes:

1. This document has been drawn using the word “Company1” to identify the user(s). However, so you may safely use your word processor to search and replace “Company” by “Firm”, “Organisation”
2. This kind of an agreement mostly defines the general and commercial conditions in a collaboration arrangement as the concept is largely unregulated by any specific law. Kindly consider what exactly has been decided between the parties
3. If the agreement is with a person or company outside India, you are free to

## Paragraph Specific notes

Comments following the numbered paragraphs:

- 2 The explanation of the business
- 6 Addressing the issue of Intellectual property is very important.
- 9 This paragraph is drawn
- 12 Holding the other party to the agreement harmless

15 Since the collaboration arrangement sought to ,

20 Miscellaneous clauses discuss , , , .

**End of notes**