

STRATEGIC ALLIANCE AGREEMENT

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This Strategic Alliance Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PARTY A LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [PARTY A ADDRESS] ("**Party A**"); and

[PARTY B LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [PARTY B ADDRESS] ("**Party B**").

Party A and Party B are each a "**Party**" and together the "**Parties**."

Recitals. Each Party has complementary products, technologies, market access, or expertise. The Parties wish to collaborate on a non-equity basis to pursue mutually beneficial opportunities described in this Agreement, while each remains an independent business. This Agreement does not create a partnership, joint venture, or separate legal entity. In consideration of the mutual promises below, the Parties agree as follows.

1. Purpose and Scope of the Alliance

1.1 Purpose. The Parties form a strategic alliance to pursue the objectives described in **Schedule A (Alliance Objectives)** (the "**Alliance**"), which may include joint product development, co-selling, cross-referral, joint marketing, or combined solution offerings.

1.2 Scope. The Alliance covers the activities, products, markets, and territory described in Schedule A. Activities outside that scope are not part of the Alliance unless the Parties agree in writing.

1.3 Non-exclusive. Unless **Schedule A** expressly grants exclusivity, the Alliance is non-exclusive. Each Party may continue to develop, market, and sell its own products and to form other alliances, including with competitors of the other Party.

1.4 No obligation to transact. This Agreement establishes a framework for collaboration. It does not obligate either Party to purchase, sell, develop, or deliver any specific product or to achieve any specific result, except as set out in a signed work plan under Section 2.

2. Work Plans and Activities

2.1 Work plans. Specific collaborative activities will be documented in written work plans that reference this Agreement (each a "**Work Plan**"). A Work Plan will describe the activities, each Party's responsibilities, the resources committed, timelines, and any cost-sharing.

2.2 Effect of a Work Plan. A Work Plan becomes binding when signed by both Parties and is governed by this Agreement. If a Work Plan conflicts with this Agreement, this Agreement controls unless the Work Plan expressly overrides a specific section by number.

2.3 Resources and personnel. Each Party will provide the personnel, facilities, and resources it commits in each Work Plan and will bear its own costs unless a Work Plan provides for cost-sharing.

2.4 Standard of effort. Each Party will perform its responsibilities under each Work Plan with reasonable skill and care and in good faith, consistent with the objectives of the Alliance.

3. Governance

3.1 Alliance managers. Each Party will appoint an alliance manager who serves as the primary point of contact and is responsible for coordinating the Party's participation in the Alliance.

3.2 Steering committee. The Parties will establish a steering committee with equal representation from each Party to oversee the Alliance, approve Work Plans, review progress, and resolve issues. The steering committee will meet at the intervals stated in Schedule A.

3.3 Decision-making. Steering committee decisions require the agreement of both Parties. The steering committee has no authority to bind either Party beyond what this Agreement permits or to commit a Party to expenditures without that Party's internal approval.

3.4 Escalation. Issues the alliance managers cannot resolve are escalated to the steering committee, and then, if unresolved, to senior executives of each Party in accordance with Section 11.

4. Financial Arrangements

4.1 Costs. Except as a Work Plan provides for cost-sharing, each Party bears its own costs of participating in the Alliance.

4.2 Revenue and cost sharing. Any sharing of revenues, savings, or costs from the Alliance will be set out in the applicable Work Plan, including the basis of calculation, timing of payments, and reporting obligations.

4.3 Invoicing and payment. Where a Work Plan provides for payments between the Parties, the owing Party will pay each undisputed amount within **[NUMBER, e.g. 30]** days of the invoice date. Disputed amounts will be resolved in good faith.

4.4 Records and audit. Each Party will maintain accurate records relating to any shared revenues or costs and, on reasonable notice and no more than **[NUMBER, e.g. once]** per year, allow the other Party to audit those records, subject to confidentiality.

4.5 Taxes. Each Party is responsible for its own taxes arising from the Alliance. Any sales, use, or similar taxes on payments between the Parties are the responsibility of the paying Party unless the law provides otherwise.

5. Intellectual Property

5.1 Background IP. Each Party retains all right, title, and interest in intellectual property it owned or developed before this Agreement or independently of it ("**Background IP**"). Nothing in this Agreement transfers ownership of a Party's Background IP.

5.2 Licenses. To the extent necessary to perform a Work Plan, each Party grants the other a non-exclusive, royalty-free, non-transferable license to use its Background IP solely for the activities and term of that Work Plan.

5.3 Jointly developed IP. Intellectual property created jointly by the Parties in the course of the Alliance ("**Joint IP**") will be owned as set out in the applicable Work Plan. If a Work Plan is silent, the Parties will own Joint IP jointly and each may use and license it without accounting to the other, subject to any confidentiality obligations.

5.4 Trademarks. Neither Party may use the other Party's name, trademarks, or logos without that Party's prior written consent, except as expressly permitted by a Work Plan and in accordance with the owner's usage guidelines.

6. Confidentiality

6.1 Definition. "**Confidential Information**" means non-public information disclosed by one Party to the other that is marked confidential or that a reasonable person would understand to be confidential, including product roadmaps, pricing, customer information, and technical data.

6.2 Obligations. The receiving Party will use Confidential Information only for the Alliance, protect it with at least reasonable care, and disclose it only to personnel and advisors who need it and are bound by comparable obligations.

6.3 Exclusions. Confidentiality obligations do not apply to information that is or becomes public through no fault of the receiving Party, was rightfully known before disclosure, is rightfully obtained from a third party, or is independently developed.

6.4 Compelled disclosure. The receiving Party may disclose Confidential Information to the extent required by law or court order, with prompt notice where permitted and reasonable cooperation to seek protective treatment.

7. Public Announcements and Marketing

7.1 Announcements. Neither Party will issue a press release or public announcement about the Alliance without the other Party's prior written approval of the content, except as required by law or stock-exchange rules.

7.2 Joint marketing. Joint marketing activities, including co-branded materials, will be conducted in accordance with the applicable Work Plan and each Party's brand guidelines, with both Parties approving co-branded materials before use.

8. Representations and Warranties

8.1 Mutual. Each Party represents that it has the authority to enter into this Agreement, that doing so does not violate any other agreement binding on it, and that it will comply with all laws applicable to its participation in the Alliance.

8.2 Disclaimer. Except as expressly stated in this Agreement or a Work Plan, neither Party makes any warranty regarding its products or the results of the Alliance, and each disclaims all implied warranties to the maximum extent permitted by law.

9. Term and Termination

9.1 Term. This Agreement begins on the Effective Date and continues for an initial term of **[NUMBER]** year(s), after which it renews for successive **[NUMBER]**-year periods unless either Party gives written notice of non-renewal at least **[NUMBER, e.g. 60]** days before the end of the then-current term.

9.2 Termination for convenience. Either Party may terminate this Agreement for convenience on **[NUMBER, e.g. 60]** days' prior written notice, subject to the orderly wind-down of any active Work Plan.

9.3 Termination for cause. Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 30]** days after written notice, or becomes insolvent or subject to bankruptcy proceedings.

9.4 Effect of termination. On termination, the Parties will wind down active Work Plans in an orderly manner, return or destroy each other's Confidential Information, and settle any amounts owed. Termination does not affect rights in Joint IP already created.

9.5 Survival. Sections 4 (for amounts accrued), 5, 6, 10, and 11, and any others that by their nature should survive, survive termination.

10. Limitation of Liability

10.1 Exclusion of indirect damages. Except for breach of confidentiality, misuse of the other Party's intellectual property, or a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits or revenue, even if advised of the possibility.

10.2 Cap. Except for the excluded matters in Section 10.1, each Party's total aggregate liability arising out of or related to this Agreement will not exceed **[e.g. the amounts paid or payable between the Parties under the applicable Work Plan in the 12 months before the event, or another agreed amount]**.

11. General Provisions

11.1 Independent businesses. The Parties are independent businesses. Nothing in this Agreement creates a partnership, joint venture, agency, fiduciary, or employment relationship, and neither Party may bind or incur obligations on behalf of the other.

11.2 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

11.3 Dispute resolution. Before filing suit, the Parties will attempt in good faith to resolve any dispute through escalation to senior executives within **[NUMBER]** days of written notice. **[OPTIONAL: arbitration clause — discuss with counsel.]**

11.4 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

11.5 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

11.6 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

11.7 Compliance with laws. Each Party will comply with all applicable laws in connection with the Alliance, including antitrust, anti-bribery, and export-control laws. Nothing in this Agreement requires either Party to share competitively sensitive information in a manner that would violate antitrust law.

11.8 Entire agreement; amendment. This Agreement, together with its Schedules and Work Plans, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

11.9 Severability, waiver, and counterparts. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

PARTY A

PARTY B

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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