

Collaboration Agreement

Parties and Purpose:

Members defined below, and sometimes referred to in this document as "Parties", intend to enter into this legally binding Collaboration Agreement, hereafter sometimes referred to as "Agreement", on this _____ day of _____, 20 ____, sometimes referred to in this document as "Effective Date." The Parties will join together for the purpose of: _____.

A listing of the Member names and CEOs that constitute the parties, is defined below:

Company Name		CEO Name	
Company Name		CEO Name	
Company Name		CEO Name	
Company Name		CEO Name	
Company Name		CEO Name	
Company Name		CEO Name	
Company Name		CEO Name	

Subject to the laws: _____
_____.

Term

The Agreement will be effective starting on this "Effective Date" of the _____th/_{rd} of _____, 20 ____, and continue its effect until the "Expiration Date" of the _____th/_{rd} of _____, 20 ____, or if stricken out, the effect will remain in perpetuity, until nullified by a separate binding act of nullification.

Meetings

The Collaboration will conduct meetings at the following place: _____
_____.

or at a location as stipulated by the Leadership Committee. If members or required attendees cannot maintain a physical presence at meetings, then a means of telepresence such as by phone, or video conference, is acceptable.

Annual meeting

An annual meeting will be held to discuss election of Collaboration Leadership, Committees, and to conduct business as directed by the Leadership Committee. The annual meeting must be held no less than 6 months from the end of the fiscal year for which the meeting is held, and the date, time, and location for the meeting shall be determined by leadership committee. Members will be notified of meeting details, agenda, date and time no less than _____ days before the meeting.

Special meeting

The leadership committee reserves the right to call a meeting not otherwise defined, known as a "Special Meeting."

Any member with _____ percent or more shares of the Collaboration, the _____ may also call the meeting. The meeting request shall be subject to the following stipulations:

_____.

Notice of meetings

Notice shall be served in writing, to all members, by at least _____ or a service which is faster and carries more insurance or tracking capabilities, and/or [] if elected, Notice may be served by email to the email address for notices, appearing in the official records of Collaboration members. Notices must be given no less than _____ days before the date of meetings, and will define the place, time, and purposes, agenda, and required attendance, and the following additional stipulations: _____

_____.

Casting Votes

If the presence, whether through electronic means or physical, is held of members, with sum of shares larger than 50%, then a Quorum is held, and present Members will be allowed to vote and make decisions on the matters of the Collaboration. In the case of any vote, Members may vote orally or by a written method, such as a ballot, electronic or in paper form and sent by the same method or better as notices to the Collaboration's Principal Place of Business or another location as defined by the Leadership Committee, and subject to the following additional terms and conditions:

_____.

Waiver of Notice

If a quorum is present at meetings, and Members voted on business, the decisions shall be valid, even if meeting requirements were not met, if absent Members sign a written waiver of notice, consenting to holding the meeting in their absence and of the meeting minutes. The waiver can be signed at any time, before or after meeting's occurrence.

Actions Performed without a Meeting

Members may take action without a meeting's occurrence, and without Notice, if approval by Members, amounting to the percentage of the minimum votes required to pass such an action during a meeting, is given in writing subject to the following stipulations: _____

_____.

Proxy

Any persons or entities with shareholder’s rights to vote on any matter have the right to vote in person, or by a proxy, which must be an authorized representative, authorized by a proxy notice, which has been filed with the secretary of the Collaboration.

General Powers and Responsibilities

Members of the leadership committee of the collaboration shall have the following powers to manage and administer the affairs of the Collaboration, which are subject to the jurisdictions:

Contract Execution

The Leadership Committee may authorize an agent to enter into any contract or execute any legal proceeding, instrument, or vehicle, in the name of or on behalf of the Collaboration, except if precluded by law or in these bylaws.

Establishment of Committees

The following committees will be established, and with the following powers, roles and responsibilities:

Dispute Resolution

The venue for any disputes relating to or arising from the contract will be in the local jurisdiction where the Collaboration is located. When a legal action arises from any member against other parties in the Collaboration, the prevailing party shall be awarded reasonable attorney fees and court costs from the non-prevailing party.

If a dispute arises from these bylaws or other agreements of the Collaboration, and parties are unable to resolve their dispute, then all parties hereby agree to seek mediation prior to filing a lawsuit. Mediator(s) should be a neutral third party which is mutually agreed upon and chosen between parties.

If any party initiates a lawsuit against members of the Collaboration or the Collaboration itself without attending mediation, then that party shall not be entitled to recovering attorney fees and court costs even when otherwise entitled parties agreed to seek first mediation as a solution for any disputes.

If all parties to the dispute in question attend mediation and are unsuccessful in reaching a mutually agreeable resolution, then all parties agree to attend legally binding arbitration. In this case, the arbitrator shall be mutually agreed upon by all parties and be experienced in corporate law and shall include a written record of the arbitration hearing.

Covenant of Non-Competition.

For a period including the term of membership of the Collaboration, and a further _____ from the last day of membership of this Collaboration, Members, and Agents will not directly or indirectly engage in any business which competes with the Collaboration. This covenant applies to a geographical area of _____, and a market including transactions which may occur _____. Such Members and Agents will not indirectly or directly solicit any business to customers with the same or similar products or services which are currently provided, or which are provided by during the period stated above by the Collaboration.

Parties acknowledge that it is a material breach of this Agreement to (a) Be employed or otherwise interested in, either direct or indirect, to a business similar to that conducted by the Collaboration, and (b) to Compete with the Collaboration.

Trade Secrets are assets of the Collaboration. Unless written consent of All Members is obtained for the disclosure of such secrets, the disclosure of these Trade Secrets is a material breach of this Agreement. Trade secrets include but are not limited to: Technical specifications, contacts of customers and clients, internal Collaboration matters, and proprietary processes, research, communications, or intellectual property. The general prohibition of disclosure of such Trade Secrets is perpetual in term.

Intellectual Property

IP and "Confidential Information" means the information which is shared from the Contractor to the Client, which may have commercial value, and is either (a) technical details including patents, copyrights, trade secrets, processes, instructions, software programs, algorithms, designs, or similar information, and related to the current, future, or proposed products or services of the Company; or (b) non-technical information relating to products, for example:

- (i) Pricing, profit margins, marketing plans or strategies;
- (ii) Financial details of the Company, its affiliates or partners;
- (iii) Supplier lists, vendors, customer lists, data, sales, or marketing plans;
- (iv) Future business plans or project lists, and internal communications;

Or, any other information which has been marked "Confidential" or "Proprietary," such as with a watermark, title, folder designation, or footnote/footer.

[] Confidentiality

If a check is marked in the box the left of the word "Confidentiality", then Members have elected that this Agreement, its terms, existence, parties, and all provisions and communications regarding this Agreement are deemed confidential and protected from disclosure. Members agree not to speak of, make copies of, share, or otherwise distribute any information regarding, including but not limited to confirming the existence of this agreement.

Members will not at any time disclose information which is proprietary or confidential, belonging to the Collaboration. Members will use reasonable discretion and make a good faith attempt to protect any confidential information owned by the Collaboration from accidental disclosure. Upon written request from the Leadership Committee, Members will

provide all records, notes, or other documentation which reasonably may contain said confidential information belonging to the Collaboration.

Subcontracting

[] If elected, Parties agree that Members may assign and/or subcontract work and acts defined in Duties Assigned within this Agreement, including:

And excluding:

And if **NOT ELECTED**, Members may not assign and/or subcontract any work and acts defined in Duties Assigned within this Agreement.

Member Financial Contributions and Shares

Member Contribution and % Shares in Exchange	Full Name, Printed	Date
Member Contribution and % Shares in Exchange	Full Name, Printed	Date
Member Contribution and % Shares in Exchange	Full Name, Printed	Date
Member Contribution and % Shares in Exchange	Full Name, Printed	Date
Member Contribution and % Shares in Exchange	Full Name, Printed	Date
Member Contribution and % Shares in Exchange	Full Name, Printed	Date
Member Contribution and % Shares in Exchange	Full Name, Printed	Date

Execution

IN WITNESS WHEREOF, on this _____ day of _____, 20 ____, (Execution Date) Parties undersigned intending to be legally bound, have caused their duly authorized officers to execute and deliver this binding Contract, to any successors, executors, heirs, administrators, and assigns, between the Parties formed into a legal agreement under the Governing Law, effective as of the day and year first written.

_____	_____	_____
Member Signature	Full Name, Printed	Date
_____	_____	_____
Member Signature	Full Name, Printed	Date
_____	_____	_____
Member Signature	Full Name, Printed	Date
_____	_____	_____
Member Signature	Full Name, Printed	Date
_____	_____	_____
Member Signature	Full Name, Printed	Date
_____	_____	_____
Member Signature	Full Name, Printed	Date