

# STRATEGIC PARTNERSHIP AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## **PARTIES:**

This Strategic Partnership Agreement ("Agreement") is entered into by and between:

Party A Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Information: \_\_\_\_\_

and

Party B Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Information: \_\_\_\_\_

## **1. Purpose**

The purpose of this Agreement is to establish a strategic partnership between the Parties to collaborate on mutually beneficial business objectives, including but not limited to marketing, sales, development, and distribution efforts according to the terms and conditions set forth herein.

## **2. Scope of Collaboration**

The Parties agree to collaborate in good faith and allocate appropriate resources to achieve the partnership objectives. Specific projects, responsibilities, and deliverables will be outlined in separate statements of work or addenda as mutually agreed.

## **3. Term and Termination**

This Agreement shall commence on the Effective Date and shall continue for a period of \_\_\_\_\_ unless terminated earlier by either Party upon \_\_\_\_\_ days written notice. Termination shall not affect accrued rights or obligations.

## **4. Confidentiality**

Each Party agrees to maintain confidentiality of all proprietary or confidential information received from the other Party and only use such information for purposes authorized by this Agreement. This obligation shall survive termination for a period of \_\_\_\_\_ years.

## **5. Intellectual Property**

All pre-existing intellectual property of each Party shall remain the sole property of that Party. Any intellectual property developed jointly during the partnership shall be owned jointly unless otherwise agreed in writing.

## **6. Exclusivity**

Unless otherwise agreed in writing, this Agreement does not grant exclusivity to either Party. Each Party remains free to enter into agreements with third parties.

## **7. Roles and Responsibilities**

Each Party shall perform its respective roles and responsibilities as outlined in this Agreement and any related documents. Both Parties shall cooperate and provide timely information required for successful collaboration.

## **8. Payment and Compensation**

If applicable, payment terms, revenue sharing models, or compensation arrangements shall be detailed in addenda or separate agreements and incorporated herein by reference.

## **9. Representations and Warranties**

Each Party represents and warrants that it has the full corporate power and authority to enter into this Agreement, and that the execution and performance thereof does not violate any applicable laws or agreements.

## **10. Indemnification**

Each Party agrees to indemnify, defend, and hold harmless the other Party from any claims, damages, liabilities, or expenses arising out of its breach of this Agreement or negligent acts.

## **11. Limitation of Liability**

Neither Party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising from or related to this Agreement, except for damages resulting from gross negligence or willful misconduct.

## **12. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to its conflict of law principles. The Parties consent to the exclusive jurisdiction and venue of the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

## **13. Dispute Resolution**

The Parties agree to attempt to resolve any disputes arising under this Agreement through good faith negotiation. If unresolved, disputes shall be submitted to mediation prior to pursuing legal action.

## **14. Force Majeure**

Neither Party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, or government actions.

## **15. Notices**

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail (return receipt requested), nationally recognized overnight courier, or by email with confirmation, to the addresses set forth herein or as updated by written notice.

## **16. Amendments**

Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both Parties.

## **17. Entire Agreement**

This Agreement, including any exhibits, schedules, and addenda, constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior discussions, negotiations, or agreements.

## **18. Severability**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect and be interpreted to best effectuate the Parties' intent.

## **19. Waiver**

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

**20. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Electronic signatures shall be deemed as valid as original signatures.

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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