**Collaboration Agreement (An Agreement of Goodwill)**

**Purpose of the Agreement**

Company A and Company B (*insert names of the organisations which will participate in the collaboration*) have agreed to work together to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter the primary purpose of the collaboration*). This agreement describes their understandings and commitments to this collaborative effort.

**Scope and Duration**

*Company A and Company B* will work together, using best endeavours to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*describe the collaborative effort*). This agreement will guide the collaboration for the period beginning \_\_\_\_\_\_\_ and ending \_\_\_\_\_\_\_\_. The scope and duration of the collaboration may be amended and/or extended through the joint agreement of A B to amendments to this agreement.

**Decision-making structure & authority**

All significant decisions regarding the collaboration will require agreement by authorised company representatives of AB. Significant decisions will include decisions regarding eligibility for services provided through collaboration, the nature of the services to be provided, and decisions regarding financial collaboration activities.

AB will each identify one person within their own organization to serve as lead company representatives for the collaboration.

* Each person will be authorized to represent their organization in joint collaborative decision-making.
* Each organization will be responsible for ensuring that the person granted authority to represent their organization is kept informed regarding the operation of the collaboration and the identification of issues for joint discussion.
* Each participating organization will make all parties to the collaboration aware of any limits in the authority of their representative to bind their organization to collaborative decisions and will establish a clear process for their representative to use to become fully capable of committing the organization.
* The authorised representatives will agree upon an effective structure for operational management of collaborative activities and efforts.
* Each representative will keep their organization informed of collaborative progress and actively seek feedback regarding the collaboration from within their organization.
* Representatives will regularly discuss the progress of the collaborative effort and regularly share feedback from their respective organizations in order to ensure clear communication, issue identification, and problem resolution.

AB will each retain responsibility and liability for the actions of their staff and those employed to work as freelancers and or consultants.

(Party A) and (Party B), collectively known as the “Parties” each desire to enter into a mutually beneficial business relationship. This collaboration agreement is intended to serve as a goodwill contract governing the terms of that relationship.

**Joint Decisions**

Any and all significant decisions regarding this collaboration agreement require approval by all involved parties.

Decisions will include, but not be limited to any and all decisions in regards to service eligibility, service nature, and any and all financial matters related to the above listed objectives.

**Involved Parties**

**Party Name**

|  |  |
| --- | --- |
| Company Name | |
| Lead Person | |
| Address | Email |
| Street |  |
| City | Mobile Phone |
| Postcode | Phone |

**Party Name**

|  |  |
| --- | --- |
| Company Name | |
| Lead Person | |
| Address | Email |
| Street |  |
| City | Mobile Phone |
| Postcode | Phone |

**Resource Commitment**

Each participating organization has agreed to commit resources to the collaboration.

Company B will contribute:

* The time and effort required for consistent representation of and participation by the organization to the partnership.
* Careful attention to risk assessment and risk mitigation including maintaining appropriate supervision for staff, freelancers etc. and use of facilities and equipment contributed to the collaboration.
* The resources of their organization required to ensure fulfilment of specific commitments described below;

Specifically, AB agrees to provide the resources described below:

Company A will provide:

* Resource 1
* Etc

The Parties shall equally share any staffing responsibilities related to this collaboration agreement, unless otherwise agreed and stated in this agreement.

**Financial Triggers, Budgetary Control & Invoicing**

The Parties shall confirm a mutually agreeable budget to facilitate the spirit of this agreement and trigger agreed financial benefit as a credit towards future work.

Budgetary control will be transparent and pre-agreed in line with agreed and acceptable terms.

Invoicing terms will be as normal terms and conditions unless otherwise stated here.

**Detail of financial trigger**

Company A agrees to use Company B as its first choice for the following services:

(List)

**And/or**

Company A agrees to/commits to spend £xxx,xxx pa with Company B over the course of 12 months.

And/Or

Other

In return Company B agrees to offer:

1. A xx% credit for the following years spend
2. A discount of xx% off our standard rate card for services
3. ?
4. ?
5. ?

**Additional Parties**

No additional partners or subcontractors shall be hired or procured without prior written approval from both parties.

The Parties agree that they may seek independent advice in the undertaking of this Collaboration Agreement and such advice shall be at each parties’ own costs.

**Accountability process and problem solving**

The representatives will meet regularly to jointly evaluate the collaborative, including its progress toward meeting collaborative goals. AB are committed to open communication with each other with regard to strengths and limitations in the collaboration. Both parties will work together to address weaknesses and to improve outcomes wherever necessary.

**Indemnity and Permissions**

Each party must ensure all licenses, insurances, permissions, statutory obligations, Health & Safety and Data Security are maintained in accordance with legislation current at the time.

**Termination**

Each participating collaborator will hold the option to revoke this agreement upon written notice no late than 30 days before termination date.

Any party withdrawing from this agreement will terminate the agreement in its entirety including those made between other participating members.

All remaining parties will have the opportunity to begin a new agreement with a.n.other upon termination of the current agreement.

Any credit or discounts agreed/due as a result of this agreement will be voided as a result of termination.

**Agreement Extension**

This contract may be extended or amended only by written approval from all participating parties. The decision to amend or extend the agreement shall include the date of the amendment/extension, and the signatures of appointed representative of each participating organization as well as any new terms and conditions amended or added to this agreement.

**Acceptance**

Each collaborator has had the ability to read and accept all conditions and terms listed above and indicates full acceptance and approval of this collaboration agreement by signing electronically below.

| **[PartyA.Company]** | **[PartyB.Company]** |
| --- | --- |
| **Signed By:** [PartyA.RepName]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** Collaboration Agreement Template3 | **Signed By:** [PartyB.RepName]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** Collaboration Agreement Template3 |