**COLLABORATION AGREEMENT**

This Collaboration Agreement (this “Agreement”) is entered into as of [[Effective Date]] (the ‘’Effective Date’’).

**BETWEEN:** [[Entity: Choice(“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (the “Owner”).

**AND:** [[Entity: Choice(“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (the “Agent”).

**PREAMBLE**

WHEREAS, the Company has business of [[Name of Business]]

WHEREAS the Company of second part is in the business of [[Name of Business]]

WHEREAS, Parties wish to [[Purpose of collaboration]]

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

In this Agreement, except where the context or subject matter is inconsistent therewith, the following terms shall have the following meanings:

* 1. “Agreement” shall mean this document and the annexed schedules which are incorporated herein together with any future written and executed amendments.

1. RELATIONSHIP OF THE PARTIES- INDEPENDENT PARTNERS

The Parties agree that the Parties shall be considered independent partners and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations or commitments of any kind, nor to take any action which shall be binding on the other Party, except as may be expressly provided for herein or authorized in writing.

1. FEES AND EXPENSES

All fees, costs and other expenses incurred in relation with this agreement and its performance shall be borne by the Agency.

1. INTELLECTUAL PROPERT RIGHTS
   1. In no event and under no circumstances shall either Party be liable for any indirect, incidental, consequential or special damages, including, without limitation, loss of revenue or loss of profits, for any reason whatsoever arising under this Agreement, whether arising out of breach of warranty, breach of condition, breach of contract, tort, civil liability or otherwise.
2. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants to that:

* 1. Parties represents and warrants that each has the full legal right to enter into and perform this Agreement and that its entry into and performance of this Agreement does not and will not violate any fiduciary or other duty it may have.
  2. Parties acknowledge that each Party is responsible for its own compliance with state and federal laws and all rules and regulations promulgated there under.
  3. Both the Parties agree to use its best efforts to comply [[purpose of collaboration]].
  4. Parties retain the right to manage the funds in accordance with its standard practices, including following standard guidelines and policy.

1. INDEMNIFICATION
   1. Each Party agrees to indemnify and hold harmless the other Party its officers, directors, employees, legal counsel and its affiliates against any and all losses, claims, damages and liabilities, joint or several, and expenses (including all legal or other expenses reasonably incurred) caused by or arising out of Fraud, Breach, bad faith or willful misconduct in performing the obligations described herein.
2. TERM
   1. This Agreement will come into force as of the [[Effective Date]] and will expire on [[Expiry Date]] (the “Initial Term”) until and unless terminated as set forth, this Agreement will continue in full force and effect for an initial term of two (2) years.
   2. Upon expiration of the Initial Term, the Agreement will automatically renew for an additional two-year term unless either Party notifies the other Party in writing of its intent to terminate, at least 30 days prior to such expiration.
3. TERMINATION
   1. Either Party may terminate this Agreement immediately and without notice in the event of breach of this Agreement.
   2. In any other case, upon 30 days’ prior written notice for any reason other than breach of this Agreement.
   3. Parties shall be entitled to its fee with respect to any approved projects that meets its stated goals on termination.
4. DISPUTE RESOLUTION - ARBITRATION:
   1. The parties hereto agree that any dispute or controversy arising out of, relating to or concerning any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration, The Arbitrator may grant injunctions or other relief in such dispute or controversy.
   2. The decision of the arbitrator will be final, conclusive and binding on the parties to the arbitration.
   3. The parties shall each pay one-half of the costs and expenses of such arbitration, and each shall separately pay its counsel fees and expenses.
5. GENERAL PROVISIONS
   1. Entire Agreement & Amendments

This Agreement hereto constitutes the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes all other agreements, oral or written, made between the parties with respect to such subject matter. Except as provided herein, this Agreement may not be amended or modified in any way except by a written instrument signed by both Parties.

* 1. Assignment

Neither Party shall assign this Agreement or any of its rights or obligations hereunder without prior written consent of the other Party, which consent may be withheld at the other Party’s discretion.

* 1. Incorporated by Reference

The Preamble and all Attachments, Schedules and Exhibits attached hereto are hereby incorporated by reference and made a part of this Agreement.

* 1. Applicable law

This Agreement shall be governed by and interpreted in accordance with the laws of the India, without reference to its conflict of law provisions, and the laws of India applicable therein. All disputes arising under this Agreement will be referred to the courts situated in India which will have jurisdiction, and each Party hereto irrevocably submits to the jurisdiction of such courts.

* 1. Currency

All references to monetary amounts in this Agreement shall be to Indian currency.

* 1. Non-solicitation

Unless given prior written consent by the parties, which consent may require a payment to the party, each Party agrees that it will not, during the Initial Term, knowingly solicit or hire any employee of the other Party who is directly involved in providing the Services herein.

* 1. Absence of presumption

No presumption shall operate in favour of or against any Party hereto as a result of any responsibility that any Party may have had for drafting this Agreement.

* 1. Language clause

It is hereby agreed that both parties specifically require that this Agreement and any notices, consents, authorizations, communications and approvals be drawn up in the English language.

* 1. Interpretation

The headings and section numbers appearing in this Agreement or any Schedule attached hereto are inserted for convenience of reference only and shall not in any way affect the construction or interpretation of this Agreement.

* 1. Severability

If for any reason whatsoever, any term or condition of this Agreement or the application thereof to any Party or circumstance is, to any extent, invalid or unenforceable, all other terms and conditions of this Agreement and/or the application of such terms and conditions to the parties or circumstances shall not be affected thereby and shall be separately valid and enforceable to the fullest extent permitted by law.

* 1. Waiver

No waiver by either Party of any obligation, restriction or remedy under this Agreement shall be valid unless by specific written instrument. No acceptance by a Party of any payment by another Party and no failure, refusal or neglect of any Party to exercise any right under this Agreement or to insist upon full compliance by the other Party with its obligations hereunder, shall constitute a waiver of any other provision of this Agreement or any further or subsequent non-compliance with the same or any other provision.

* 1. Further Assurances

Each of the parties hereto hereby covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgments or documents, and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

* 1. Binding Nature

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective (as applicable) successors and assigns.

* 1. Counterparts

This Agreement may be signed in counterparts, and by use of facsimile signatures, each of which when signed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

* 1. Merger Clause:

A merger or integration clause states that the current written contract overrides any previous oral or written agreements.

Indemnification Clause: These agreements indemnify (release from liability) the other party in the event that losses or expenses are incurred. These should be used with caution, as they could limit the ability to recover damages for losses

* 1. Non-Waiver Clause:

These protect parties who excuse the other party for non-performance of contract terms. For example, suppose one party only makes payments every other month when the contract requires monthly payments. If the non-breaching party accepts the payments but doesn’t file a lawsuit, the non-waiver clause allows them to recover the missing payments. In other words, the party doesn’t “waive” their full contract rights by accepting non-complying action from the other party.

* 1. Liquidated Damages Clause:

Allows the non-breaching party to recover damages in the event that actual damages are difficult to calculate. However, the amount of liquidated damages needs to be reasonable in light of the circumstances.

* 1. Attorney Fees Clause:

These state that the losing party shall reimburse the other party for attorney’s fees (and sometimes other court fees and costs).

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [[Place of Execution]] on the date indicated above.

\*\*[[Party A | Uppercase]]\*\* \*\*[[Party B | Uppercase]]\*\*

[[Party A Signatory Email: Identity | Signature]] [[Party B Signatory Email: Identity | Signature]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: [[Party A Signatory Name]] By: [[Party B Signatory Name]]

Title: [[Party A Signatory Title]] Title: [[Party B Signatory Title]]

WITNESSES

1. [[Name of the Witness: Witness A]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness A]] [[Witness A Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]

1. [[Name of the Witness: Witness B]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness B]] [[Witness B Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]