

This Business Collaboration Agreement is entered into on [SPECIFY THE DATE] by and between:

[SPECIFY THE NAME OF THE COMPANY], a corporation with its principal place of business at [SPECIFY THE ADDRESS OF THE COMPANY] (hereinafter referred to as “Company”); and

[SPECIFY THE NAME OF THE COMPANY], a corporation with its principal place of business at [SPECIFY THE ADDRESS OF THE COMPANY] (hereinafter referred to as “Partner”).

**WITNESSETH**

WHEREAS, the Company owns and controls [SPECIFY THE NAME OF THE COMPANY] which is in the business of production and distribution of magazines;

WHEREAS, the Company desires to provide contact information of the occupants in the area of [SPECIFY THE AREA] to be placed in a portion of their magazines;

WHEREAS, the Partner is a telephone service company which has data and personal information of the occupants in the area of [SPECIFY THE AREA];

WHEREAS, the parties wish to engage in a business collaboration, with the Partner providing the contact information for the Company, and the Company to produce the telephone directory for the Partner.

NOW, THEREFORE, in consideration of the covenants and obligations set forth herein, the Parties hereto intend to be legally bound, agree as follows:

**RECITALS**

**ARTICLE I**

 **PURPOSE OF THE COLLABORATION**

The Company and the Partner have agreed to work together to provide each other with the needed data and services: for the Partner to provide the needed data for the magazine of the Company and for the Company to produce the telephone directory for the Partner. This agreement provides the understanding and commitment of the parties to this collaborative effort.

**ARTICLE II**

 **SCOPE AND DURATION OR TERM OF THE COLLABORATION**

As provided above, the parties will work together to provide the Company with the needed data for its magazine, and to produce the telephone directory for the Partner. This Agreement will guide the collaboration for the period beginning [START DATE] and ending on [END DATE].

The scope and duration of this business collaboration agreement may be amended or extended through the joint agreement of the parties, subject to the provision on amendments provided in this document.

**ARTICLE III

HUMAN RESOURCES CONTRIBUTION**

With respect to the manpower needed for the collaboration, neither party shall require additional employees. However, if any of the parties wish to add to their roster of employees for the purpose of this business collaboration, they may do so, provided that they shoulder the additional expenses for the salaries and wages.

The Company, as of current date, has the following employees:

|  |  |  |
| --- | --- | --- |
| **POSITION** | **NAME OF THE EMPLOYEES** | **NUMBER OF EMPLOYEES** |
| Editor-in-Chief | [SPECIFY THE NAME] |  |
| Managing Editor |  |  |
| Editors |  |  |
| Writers |  |  |
| Fact checkers |  |  |
| Sales Manager |  |  |
| Sales Agent |  |  |
| Production Manager |  |  |
| Circulation Director |  |  |
| Administrative Assistant |  |  |
| Accounting Manager |  |  |
| Account Associate |  |  |
| Human Resource Manager |  |  |
| **Total Number of Employees:** | **0** |

On the other hand, the Partner has the following employees:

|  |  |  |
| --- | --- | --- |
| **POSITION** | **NAME OF THE EMPLOYEES** | **NUMBER OF EMPLOYEES** |
| Research and Development Team | [SPECIFY THE NAME/S] |  |
| Equipment Installers |  |  |
| Line Installers |  |  |
| Statisticians |  |  |
| Customer Service Representatives |  |  |
| Sales and Marketing Team |  |  |
| Administrative Staff |  |  |
| Accounting Manager |  |  |
| Account Associate |  |  |
| Human Resource Manager |  |  |
| **Total Number of Employees:** | **0** |

For this Business Collaboration, the Company shall assign the following employees: Editors, Fact checkers, Production Manager, and Circulation Director.

On the other hand, the Partner shall assign the following employees: research and development team, statisticians, and sales and marketing team.

The parties shall provide the salaries of the employees, all of which shall be taken out from the sales coming from this business collaboration.

**ARTICLE IV**

 **LEGAL RESOURCES CONTRIBUTION**

As provided in the above article, the parties shall assign employees of their respective companies to carry out the work of the collaboration. Each employee assigned to work with the collaboration shall continue the employment of his respective company.

The parties will retain the authority in the hiring and termination of their respective employees, however, each party agrees that feedback from the other party is necessary with respect to the selection and evaluation of staff assigned in the collaboration. As such, the parties shall provide supervision for staff members who are assigned to the collaboration.

Thus, the parties shall each retain the responsibility and the liability for the actions of their employees during the course of the business collaboration.

**ARTICLE V**

 **NUMBER OF COLLABORATORS AND THEIR COMMITMENT**

There shall be two (2) collaborators: the Company and the Party. The parties have agreed to commit resources for this business collaboration which include the following:

1. The time and effort that is required for the success of the business collaboration;
2. The resources that are necessary for this business collaboration; and
3. The facilities and equipment that shall be used by the parties.

In particular, the parties shall provide the following:

Company: the production of the telephone directory for the Partner; and

Partner: the contact information for the Company.

**ARTICLE VI**

 **PERCENTAGE OWNERSHIP**

For this business collaboration, the parties shall have equal ownership. As such, each business owner shall have regular meetings to address different business issues.

The parties shall also have equal shares in the profits that shall be derived from this business collaboration. As such, they shall equally share financial responsibility in the event that the business collaboration shall suffer a loss.

**ARTICLE VII**

 **COPYRIGHT OWNERSHIP**

Neither party shall have copyright ownership over information made available in the collaboration, such as the names, addresses, and contact information that shall be used by the Company, as well as the information placed in the telephone directory.

As provided by the Intellectual Property Law and jurisprudence, facts, such as those placed in the telephone directory, shall not be subject of copyright. Thus, none of the parties shall own the copyrights of the products of this business collaboration.

**ARTICLE VIII**

 **MANAGEMENT OF THE COLLABORATION**

Due to the fact that the parties have equal shares in the business collaboration, both companies shall equally manage the production of the telephone directory as well as the collection of data for the magazine.

Should issues and problems arise from the collaboration, both business owners shall give an opinion as to how it should be solved. In the event that both parties have different solutions, they may opt to ask for a solution from a third party, who must be considered an expert in the field.

**ARTICLE IX**

 **CONFIDENTIALITY CLAUSE**

It shall be the responsibility of the parties to keep in confidence the information that it has gathered during the course of this business collaboration. The parties agree that all the information, with respect to each other’s business, such as the financial, marketing, sales, technical, and legal aspects shall be confidential in nature. The parties also have the responsibility to keep in confidence the operations made during the course of the business collaboration. Failure to do shall be a valid cause for the termination of this Agreement.

**ARTICLE X**

 **NON DISCLOSURE CLAUSE**

Both parties shall have the obligation not to disclose such information to any third party, or to the public. This clause shall apply to information expressly deemed to be confidential in nature, and shall, therefore not apply to the information that can be accessed by the public.

This article shall survive the termination of this Agreement. The termination of this Agreement, whether such termination is done through valid termination or through the breach of one of the parties, the clause shall still stand, and both parties shall remain obliged to the non-disclosure of confidential information.

**ARTICLE XI**

 **END OF TERM ARRANGEMENTS**

During the end of the term of this Agreement, the parties shall have the responsibility to return any tangible confidential information to the other party.

With respect to the financial aspect, both business owners shall be present during the winding up and the liquidation of the business collaboration.

With respect to the use of the data, the Company shall be allowed to continuously use the data gathered by the Partner for the magazine. However, the Company may not use any other additional data that it has gathered from the Partner following the termination of this agreement.

On the other hand, the Company shall no longer be obliged to continue the production of the telephone directory for the Partner. However, any other telephone directories produced by the Company after the termination of this agreement shall be validly owned by the Partner, and the Partner shall not have any responsibility for the payment to the Company which it has incurred for the production of the excess numbers of telephone directories.

In the event that this agreement is terminated due to the fault of the Company, the latter shall not have the right to use the data provided by the Partner for its magazine.

In the event that this agreement is terminated due to the fault of the Partner, any telephone directories that are produced by the Company after the termination of this agreement shall not be owned by the Partner, unless the Partner pays the Company for the costs it has incurred for the production of the additional telephone directories.

**ARTICLE XII**

 **TERMINATION OF THE AGREEMENT**

The term of this agreement, as provided above, shall be for a period of [NUMBER] years. As such, this agreement shall be terminated at the end of the given period.

Either party shall have the right to terminate this agreement, provided that it has given due notice, which is made in writing, to the other party, at least 60 days prior to the official termination of the agreement.

As such, either party shall also have the right to terminate this agreement in the event that the other party has made a breach in the terms as stipulated, and the party concerned has not made any effort to correct such breach one week after it has been duly informed.

With respect to an extension, the parties may lawfully extend this agreement, provided that they make a new agreement that shall be signed by both parties. It shall also be provided in the new agreement as to whether or not the provisions in this agreement will continuously be applied, or that there shall be changes in the said provisions.

**ARTICLE XIII**

 **AMENDMENTS**

The parties may make any necessary amendments to this agreement, provided that such amendments shall be made in writing. Any amendments not made in writing shall be invalid, and shall not form part of this agreement.

**ARTICLE XIV**

 **NOTICES**

It is important to note that all decisions, changes, amendments, and meetings shall be made in writing. As such, to whom such notices will be given is of great importance in the agreement.

The notices shall be given to the following parties:

|  |  |
| --- | --- |
| Name of Authorized Representative: |  |
| Address: |  |
| Contact Number: |  |
| Email Address: |  |

COMPANY

PARTNER

|  |  |
| --- | --- |
| Name of Authorized Representative: |  |
| Address: |  |
| Contact Number: |  |
| Email Address: |  |

**ARTICLE XV**

 **SEPARABILITY CLAUSE**

In the event that a material provision or stipulation of this agreement is deemed to be invalid or unenforceable, such provision shall be separated from this agreement and be rendered ineffective, as regards the invalidated provision or stipulation.

Such invalidity of a portion of the agreement shall not affect the validity and enforceability of the remaining provisions and of the whole Business Collaboration Agreement.

**ARTICLE XVI**

 **GOVERNING LAWS AND DISPUTE RESOLUTION**

This Business Collaboration Agreement shall be governed by the laws of the province of [SPECIFY THE PROVINCE] as well as the laws of the state of [SPECIFY THE STATE]. As such, the interpretation of this agreement shall also be governed by the laws of the province of [SPECIFY THE PROVINCE] and the laws of the state of [SPECIFY THE STATE] as provided in the [SPECIFY THE PROVISION OF LAW].

In the event that any dispute shall arise out of this agreement, the court of [SPECIFY STATE] shall have the competent jurisdiction in the trial, hearing, and decision of the case.

**ARTICLE XVII**

 **ENTIRETY OF THE AGREEMENT**

This Business Collaboration Agreement shall be the only agreement entered into by the parties with respect to the subject matter. Any other agreements entered into by the parties prior to this agreement shall not be applicable, and shall bear them no obligations or responsibilities.

**IN WITNESS WHEREOF,** the parties to this Business Collaboration Agreement have made an execution of this \_\_\_\_\_\_\_\_ on the date specified above.

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

[NAME AND SIGNATURE OF THE COMPANY REPRESENTATIVE]

By:

Title:

Date:

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

[NAME AND SIGNATURE OF THE PARTNER REPRESENTATIVE]

By:

Title:

Date: