**COLLABORATION AGREEMENT**

**THIS AGREEMENT** is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Effective Date**”)

**BETWEEN**:

1. [insert groundup name] (UEN: if applicable) of [insert groundup’s address, if applicable]; and
2. ……………………….. (“**XXX**”) of ……………………..

Each hereinafter referred to as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS**:

1. [insert groundup name] is a [insert description of groundup that is relevant to the subject matter of the collaboration]
2. [insert description of XXX]
3. The Parties wish to utilise their respective capabilities and resources to collaborate on [insert brief description of the subject matter of the collaboration] described in this Agreement (“**Project**”).

**NOW**, **THEREFORE**, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. **SCOPE OF COLLABORATION**

[insert full description of the collaboration. If necessary, details can be included in an Appendix to the Agreement.]

1. **ROLES AND RESPONSIBILITIES OF THE PARTIES**

[insert a detailed description of the responsibilities of each Party i.e. how each Party will contribute its knowledge and resources to the make the collaboration a success. This should include, where applicable, agreed timelines and financial obligations. If necessary, details can be included in an Appendix to the Agreement.]

1. **PROJECT MANAGEMENT**

The Parties shall each nominate a representative to represent them in overall management and co-ordination of the Project and in formal communication between the Parties.

1. **TERM AND TERMINATION**
	1. This Agreement shall commence on the Effective Date and continue for a period of one (1) year unless terminated earlier in accordance with the provisions herein.
	2. A Party shall be entitled to terminate this Agreement at any time by giving three (3) months’ prior written notice of termination to the other Party, with or without cause, or forthwith by giving written notice of termination to the other Party if:
		1. the other Party has committed a material breach or persistent breaches of this Agreement and where such breach(es) is capable of being remedied, does not remedy the same within thirty (30) days after written notice has been given to that Party with a request that such breach(es) be rectified and no such rectification takes place; or
		2. the other Party makes any assignment for the benefit of creditors or makes any composition with creditors, or if any action or proceeding under any bankruptcy or insolvency law is or has been taken against the other Party and is not dismissed, or if the other Party commences a voluntary or compulsory liquidation of its undertakings or assets (save for the purpose of amalgamation or reconstruction and where the amalgamated or reconstructed company agrees to adhere to this Agreement in lieu and in the stead of that Party), or the other Party ceases or threatens to cease to carry out its business; or
		3. a writ of distress or other execution is levied against any property of the other Party which is not discharged within a period sixty (60) days of the issuance thereof.
	3. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of any Party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into, or continue, in force on or after such termination.
2. **PUBLICITY**

All references to a Party by the other Party in any promotional or marketing materials, on websites, in advertisements in any media and in news articles or press releases shall be reviewed and approved in writing by the first Party prior to distribution or disclosure.

1. **CONFIDENTIAL INFORMATION**
	1. Each Party (“**Receiving Party**”) herein agrees and undertakes that it shall take all reasonable precautions to keep confidential all Confidential Information disclosed by the other Party (“**Disclosing Party**”) and protect the same from improper use or disclosure, using at least the same level of protection it uses to safeguard its own confidential information. The Receiving Party shall not, without the Disclosing Party’s prior written consent, use the Confidential Information for any purpose other than as required in the performance of the Receiving Party’s obligations under this Agreement, nor disclose the Confidential Information to any person save those of its employees or agents who have a need to know the same for purposes of this Agreement, provided such employees and agents are informed of and agree to be subject to the same confidential obligations as provided herein. The Receiving Party shall be responsible for any breach of this clause by its employees or representatives as if it is the breach of the Receiving Party.
	2. “**Confidential Information**” for the purpose of this Agreement shall mean any and all:
		1. terms of this Agreement;
		2. information, data and materials in connection with the Project or relating to one Party, to which the other Party has access during the term of this Agreement; and
		3. information disclosed by one Party to the other which is in writing or in other non-tangible form or medium, or information that is derived from or based on the information of the Disclosing Party, under the circumstances surrounding disclosure ought reasonably to be treated as confidential by the Receiving Party.
	3. For the avoidance of doubt and without limiting the generality of clause 6.2 above, the Parties confirm that Confidential Information may comprise of the following types of information and materials, and other similar information and materials, whether or not reduced to writing:
		1. designs, concepts, drawings, ideas, inventions, specifications, techniques, discoveries, models and data;
		2. computer software in source or object code form, computer software documentation and any source material relating to computer software including flowcharts and diagrams;
		3. marketing techniques and materials, marketing plans, timetables, strategies and development plans (including prospective trade names and trademarks); and
		4. information on staff and financial information.
	4. Confidential Information shall exclude information which:
		1. is or becomes publicly available without the fault of the Receiving Party;
		2. is known to the Receiving Party prior to the Disclosing Party’s disclosure of such information;
		3. is rightfully acquired by the Receiving Party from sources other than the Disclosing Party without the breach of any obligation of confidentiality; or
		4. is required to be disclosed in accordance with any request, order, or direction of any court, governmental agency or other regulatory body.
	5. Upon expiry or earlier termination of this Agreement, the Receiving Party shall return to the Disclosing Party all written, taped, or other descriptive matter, including but not limited to, drawings and diagrams, descriptions, and other papers and documents which constitute or contain Confidential Information, which were developed or used in connection with this Agreement.
	6. The obligations of the Parties in respect of the Confidential Information under this section shall survive the termination of this Agreement.
2. **INTELLECTUAL PROPERTY**
	1. All information, data and materials, including reports, studies, object or source code, flow charts, diagrams, and other tangible or intangible material of any nature whatsoever produced or created specifically in relation to the Project and all patent, copyright, trade secret and other intellectual property rights in any of the foregoing (collectively the “**Intellectual Property**”), if any, shall be the property of the Party who produced or created the same. Each Party hereby agrees to grant to the other Party a non-exclusive license to use such Intellectual Property, strictly for purposes of the Project.
	2. To the extent that any Party uses and/or incorporates its own or third party algorithms, computer routines or other proprietary information or intellectual property (“**Original Property**”) in the development of its Intellectual Property or otherwise in the performance of its obligations under this Agreement, the other Party shall have and is hereby granted a non-exclusive and royalty-free license to use such Original Property which is incorporated into or made a part of the Intellectual Property strictly for purposes of the Project, provided that no Party shall have the right to use the a Party’s Original Property separate and apart from that Party’s Intellectual Property.
3. **USE OF MARKS**
	1. Each Party shall grant to the other Party a non-exclusive and non-transferable license to use its name, logos and service and trade marks (“**Marks**”) solely in connection with the co-branding and marketing of the Project provided that use of one Party’s Marks by the other Party is subject to the first Party’s prior written consent to the usage and form of the Marks. No Party shall remove the Marks of the other Party from any approved affixation or use without the other Party’s prior approval.
	2. Each Party hereby acknowledges the other Party’s ownership of their Marks and agrees not to do anything inconsistent with the other Party’s intellectual property rights in its Marks. Each Party agrees that nothing in this Agreement shall give or transfer to the other Party any right, title or interest in the Marks other than the right to use the Marks in accordance with this Agreement. The provisions of this clause shall survive the expiration or termination of this Agreement.

1. **REPRESENTATION AND WARRANTIES**
	1. Each Party represents and warrants that:
		1. it shall perform its obligations under this Agreement in a professional manner with reasonable skill and care, using suitably qualified personnel;

* + 1. all information, data and materials provided by it to the other Party under this Agreement will be, to the best of its knowledge, accurate and complete in all material aspects;
		2. all materials produced or created by it under this Agreement shall not infringe upon the rights of any third party and shall be free and clear of any claims or encumbrances thereof; and
		3. it has all the necessary rights, licenses or authorisations to perform its obligations under this Agreement and its entry into and performance under the terms of this Agreement will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party.
	1. Each Party shall fully indemnify the other Party against all losses, damages, liabilities and expenses (including legal expenses) incurred by the other Party as a result of any breach of the warranties contained in clause 9.1 above and breaches of any provisions in clauses 6, 7, 8 and 10.
	2. The Parties acknowledge and agree that damages may be an inappropriate and/or inadequate compensation for any breaches of this Agreement and the non-defaulting Party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement.
1. **NON-SOLICITATION**
	1. During the term of this Agreement and for a period of one (1) year after the termination hereof, no Party shall, either directly or indirectly:
		1. solicit the employment in any capacity of any person who is then in the other Party’s employment or was in the other Party’s employment within the twelve (12) month period prior to the termination or expiry of this Agreement; or
		2. solicit or induce away in competition with the other Party the custom of any person, firm, company or other organisation whatsoever who was in the twelve (12) months immediately preceding the termination or expiry of this Agreement a client of the other Party’s.
2. **GENERAL PROVISIONS**
	1. No Partnership

Nothing in this Agreement shall be construed as creating a partnership or joint venture between the Parties or as making one Party the agent, employee or representative of the other Party.

* 1. Assignment and Delegation

No Party shall assign this Agreement, or assign or delegate any of its rights or obligations hereunder, without the other Party’s prior written consent.

* 1. Force Majeure
		1. In the event that this Agreement cannot be performed or fulfilled in whole or in respect of some significant or major part due to an event of force majeure, then the failure to carry out such work or deliver such material shall be deemed not to be a breach of this Agreement. An event of force majeure shall mean an act, omission or circumstance over which the performing party could not have reasonably exercised control, including without limitation acts of God, war (declared or undeclared), rebellion, insurrection, acts of terrorists, acts of governments or governmental bodies, strikes, boycotts, lockouts or other labour disturbances.
		2. Upon occurrence of an event of force majeure, the performing party shall promptly give notice of such event to the other party, stating the circumstances for such force majeure and the estimated time, if possible, to remedy such event. The performing party shall diligently use all reasonable efforts to remove the cause of such force majeure and resume performance of any suspended obligations as soon as possible.
		3. If the event of force majeure subsists for a continuous period in excess of one (1) month, the other party shall be entitled to terminate this Agreement immediately by written notice to the performing party.
	2. Waiver

No failure on the part of any Party to exercise, and no delay in exercising, any right, remedy or power under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy or power preclude any other or further exercise of any other right remedy or power; and no waiver shall be valid unless it is in writing and signed by the Party to be bound thereby.

* 1. Notices
		1. Unless expressly stated otherwise in this Agreement, all statements, documents, correspondence and notices under this Agreement shall be in writing and may be delivered by hand, registered mail or electronic mail to the addresses and to the attention of the persons specified below:

 if to [groundup]: [insert groundup’s address, if applicable]

 Attention:

 Email:

if to XXX: [ ]

 Attention:

Email:

* + 1. Notice will be deemed given:

(1) upon delivery if sent by hand delivery or courier;

(2) seven (7) days after posting if sent by postage prepaid mail; and

(3) 24 hours after completion of transmission if sent by electronic mail unless a contrary message or other indication is issued by the system administrator about the status of the transmission.

* 1. Appendices

Any Appendices attached hereto are an integral part of this Agreement and references to this Agreement shall include references to the Appendices. In the event of any inconsistencies between the terms in this Agreement and the terms in any Appendix, the terms of the Appendix shall prevail.

* 1. Entire Agreement

This Agreement together with the Appendices represent the entire understanding of the Parties with respect to the subject matter hereof, and supercede all prior written or oral agreements. This Agreement and the Appendices may only be amended in writing signed by all Parties.

* 1. Severability

If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such term or provision shall be deemed omitted and the validity and enforceability of the remaining provisions shall not be affected or impaired thereby.

* 1. Successors and Assigns

References in this Agreement to the Parties shall include their respective successors and assigns, employees, agents or representatives.

* 1. Governing Law

This Agreement shall be governed by and construed in accordance with Singapore law.

11.11 Dispute Resolution

 11.11.1 Any dispute relating to this Agreement shall be submitted to mediation before a mediator chosen by the Parties or, where the Parties cannot agree, by the Singapore Mediation Centre. If the dispute is not resolved within ninety (90) days (or longer period, as agreed by the parties), the mediation shall terminate and the dispute shall be resolved by arbitration (conducted in English) in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force which rules are deemed to be incorporated by reference into this clause.

11.11.2 The commencement of any arbitration proceedings shall in no way affect the continued performance of the obligations under this Agreement, except insofar as such obligations relate to the subject matter of such proceedings.

11.11.3 The arbitral tribunal shall consist of one (1) arbitrator to be agreed upon by the Parties. If no agreement is reached within (30) days after receipt by one Party of the other Party’s proposal, the arbitrator shall be appointed by the President of the SIAC. The determination of the arbitral tribunal shall be final and binding on the Parties.

11.12 Third Party Rights

The Contracts (Rights of Third Parties) Act 2001 (Cap 53B) and any amendments thereto are hereby expressly excluded from this Agreement and the Parties hereto acknowledge that no right has been created or was intended to be impliedly or expressly conferred on any third party.

 **IN WITNESS WHEREOF** the duly authorized representatives of the Parties have executed this Agreement as of the date first written above.

Signed for and on behalf of

[insert groundup name]

By : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed for and on behalf of

**XXX**

By : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_