

Awake Strategic Partnership and Co Development Agreement

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These documents are general templates, not legal advice. Before using any document for any real-world purpose, every party must have their own independent legal counsel review and approve it for their circumstances and applicable law. Do not sign, rely on, or otherwise use a document without that approval. No attorney-client relationship is created.

Agree joint commercial or development work without leaving authority and output rights implicit.

Reference edition. Complete all fields, choose every alternative, reconcile companions and remove drafting instructions before execution. The separate fill-in edition omits this publication introduction.

Commercial Terms

Partners: [names/addresses]. Project/purpose and boundaries: [scope]. Contributions, owners, schedule and dependencies: [SOW]. Economics and expenses: [fee schedule]. Governance/authority: [decision matrix]. Background IP and output rights: [signed schedules]. Term and notices: [terms]. Liability and indemnities: [negotiated terms].

1. Work and governance

Each party supplies only its scheduled resources and work. Identify accountable people, decisions requiring consent, delegated authority and dependency notice. Neither can bind the other or form a legal partnership through a descriptive title; actual conduct and mandatory law still apply. Equity or venture formation requires separate definitive documents.

2. Economics and reporting

Fees, revenue shares, deductions, receipts, reporting, audit scope and payment dates must be expressly completed. No share is earned by an unpriced contribution or introduction alone. Scope and budget changes need a signed change order. Avoid counting pass-through customer funds as a partner's revenue unless expressly justified.

3. Intellectual property

List each party's background IP and sufficient project-use licenses. Assign or license every deliverable category expressly; do not default to undefined joint ownership. Specify modification, commercialization, sublicensing, feedback, improvements and post-project use. Third-party, open-source and AI/data dependencies require rights checks and recorded restrictions.

4. Confidentiality and publicity

Use confidential information only for agreed work, with reasonable safeguards, lawful exclusions, protected disclosures and [years] survival. Personal data and security need actual role-specific schedules. Joint branding, announcements and references require specific mutual approval. No affiliation with the other's unrelated ventures is implied.

5. Exit and stalled work

State cure, convenience termination, deadlock escalation and outside dates. Record paid work handover, ongoing customer obligations, retained licenses, costs and any buyout. A stalled milestone cannot supply missing approval or erase existing rights. Ownership, accrued payments and confidentiality survive according to express terms.

General terms

Formal notices go to the contacts and delivery methods in the Commercial Terms. Governing law: [state and country]; dispute forum: [court and venue, or separately completed arbitration provision], subject to mandatory law. The parties will first meet in good faith within [days] after a dispute notice; this does not delay urgent relief or a filing deadline. This document and the signed schedules listed here constitute the agreement on this subject. Changes require a writing signed by the affected parties. A schedule overrides another document only by identifying the provision and the agreed replacement. No provision silently amends an existing equity, financing, or employment instrument. Severability applies to the extent lawful. Neither party may transfer this agreement without the other's written consent except to a successor acquiring the relevant business that assumes its obligations in writing, subject to any expressly agreed restrictions. Counterparts and electronic signatures are permitted.

Signatures

Party A: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Party B: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Signed schedules and implementing documents: [list, dates, and versions, or none].