

COOPERATIVE AGREEMENT

BETWEEN

\_\_\_\_\_

AND

\_\_\_\_\_

This agreement is by and between \_\_\_\_\_ and a \_\_\_\_\_.

WHEREAS,<sup>1</sup> \_\_\_\_\_; and

WHEREAS, \_\_\_\_\_; and

WHEREAS, \_\_\_\_\_; and

WHEREAS, \_\_\_\_\_;

NOW, THEREFORE, the parties hereby enter into a non-exclusive agreement as follows:

- 1) Project Description. \_\_\_\_\_
- 2) Title. The working title for the project is \_\_\_\_\_.
- 3) Funding and Budget. \_\_\_\_\_ shall raise/provide all funds necessary to carry out the project. A budget for the project is **Attachment A** to this agreement and is incorporated herein by reference. In succeeding years of this agreement, the parties shall work together to develop a mutually agreeable annual budget modeled on Attachment A.
- 4) Project Schedule. The project schedule is set forth in **Attachment B** to this agreement and is incorporated herein by reference. In succeeding years of this agreement, the parties shall work together to develop a mutually agreeable project schedule modeled on Attachment B.
- 5) Technical Specifications. **Attachment C** to this agreement contains technical specifications for the project. Attachment C is incorporated herein by reference.

\_\_\_\_\_  
<sup>1</sup> “Whereas” clauses can be used to describe the parties, their missions, and their motivations in undertaking the project.

- 6) Rights and Responsibilities. The parties shall work together to determine the key creative elements of the activities under this agreement. No party may unreasonably withhold its approval of any particular key creative element. The parties respective rights and responsibilities are as follows: \_\_\_\_\_.
- 7) Credit. The parties, and third party contributors, are to receive credit in connection with the project as follows: \_\_\_\_\_.
- 8) Publicity and Use of Proprietary Marks. Each party shall obtain prior written approval from the other party prior to using the other party's trademarks or trade names, images or holdings (collectively, "Proprietary Marks") in connection with the activities under this agreement. This applies to all uses regardless of whether on the web, in print, or in any other media. Once approved, similar uses in the same context and format will not require additional approval. In the event that this agreement expires or terminates for any reason, each party shall immediately discontinue using the other party's Proprietary Marks, except as follows: \_\_\_\_\_.
- 9) Copyright, Clearances, and Ownership.
- a) \_\_\_\_\_ will own the physical and intellectual property resulting from the project.
- b) \_\_\_\_\_ hereby grants \_\_\_\_\_ a fully paid up/royalty-free, perpetual, irrevocable, worldwide, nonexclusive, nontransferable license to use, reproduce, transmit, display, perform, prepare derivative works from, distribute, and authorize the redistribution of \_\_\_\_\_.
- c) \_\_\_\_\_ is solely and exclusively responsible for obtaining any necessary clearances, permissions, and/or releases necessary to carry out the activities contemplated in this agreement. Such clearances, permissions, and/or releases may pertain to but are not limited to copyright, right of publicity, trademarks, trade names, contracts, patents, literary, artistic, dramatic, personal, private, civil or property right or right of privacy or "moral rights of authors," defamation, or any other right whatsoever.
- 10) Warranties and Indemnifications.
- a) Each party represents and warrants that it has the full right and power to enter into this agreement and that it is fully ready, willing, and able to perform all its obligations hereunder.
- b) \_\_\_\_\_ warrants that it has obtained or will obtain all necessary clearances, permissions, and/or releases as provided above.

c) Each party shall indemnify the other against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of any facility or thing furnished by the indemnifying party in connection with the activities under this agreement, or arising out of any acts done or words spoken by persons furnished therefore by it and/or any use of any material furnished therefore by it, or arising out of or caused by its breach of any warranty or agreement contained in this agreement. Each party shall provide the other party with prompt written notice of any such claims of which the first party is aware, and the parties shall cooperate in the defense and resolution of such claims.

11) Notice. All notices required to be given hereunder shall be in writing and sent by: \_\_\_\_\_ to \_\_\_\_\_. Notice is effective when given.

12) Term and Termination. The term of this agreement is \_\_\_\_\_ years from the agreement's effective date. In the event that either party breaches this agreement and fails to cure such breach within sixty days after receiving written notice of such breach from the other party, the party sending such notice may terminate this agreement by giving the party in breach written notice of its election to terminate.

13) Records. Each party shall retain all its records relating to this agreement for a period of three years following expiration or termination of the agreement, or following resolution of a dispute under this agreement, whichever occurs later.

14) Miscellaneous.

a) Nature of Relationship. Nothing in this agreement is intended or is to be deemed to create a partnership or joint venture between the parties.

b) No waiver. No waiver or modification of any of the terms of this agreement will be valid unless in writing. No waiver by either party of a breach hereof or default hereunder will be deemed a waiver by such party of any subsequent breach or default.

c) Severability. If any particular term, covenant, or provision of this agreement is determined to be invalid or unenforceable, the invalidity or unenforceability thereof will not affect the remaining provisions of this agreement, which will nevertheless remain in full force and effect.

d) Force Majeure. Performance by either party under this agreement is excused during the period such performance is prevented or delayed by government restrictions (whether with or without valid jurisdiction), war or warlike activity, insurrection or civil disorder, or any other causes similar or dissimilar to the foregoing that are beyond the control of either party and are not foreseeable at the time the agreement is executed.

- e) Captions. Any captions or headings to the sections of this agreement are solely for the convenience of the parties hereto, are not part of this agreement, and are not to be used for the interpretation or determination of the validity hereof.
- f) Counterparts. This agreement may be executed in counterparts. Facsimile or copied signatures are to be deemed originals.
- g) Assignment. Neither party hereto may assign this agreement without the written consent of the other, such consent not to be unreasonably withheld.
- h) Entire Agreement. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all pre-existing agreements and understandings between them with respect thereto.
- i) Choice of Law and Venue. This agreement is to be governed for all purposes by, and construed in accordance with the law of \_\_\_\_\_, and venue is to lie exclusively in the courts of \_\_\_\_\_.

The effective date of this agreement is the last date of signature below.

**For** \_\_\_\_\_

**For** \_\_\_\_\_

\_\_\_\_\_  
 NAME  
 TITLE

\_\_\_\_\_  
 NAME  
 TITLE

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date