

PARTNER AGREEMENT

Location: _____ Reference No.: _____

PARTY A INFORMATION:

Full Legal Name: _____

Registered Address: _____

Company Registration Number: _____

Contact Details (Phone/Email): _____

PARTY B INFORMATION:

Full Legal Name: _____

Registered Address: _____

Company Registration Number: _____

Contact Details (Phone/Email): _____

RECITALS:

WHEREAS, Party A and Party B desire to enter into a strategic partnership to collaborate on certain business activities pursuant to the terms and conditions set forth in this Agreement.

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth herein unless the context otherwise requires.

2. PURPOSE

The parties agree to collaborate in the fields and activities as set out in this Agreement, leveraging their respective resources and expertise to achieve mutual benefit.

3. PARTNERSHIP TERM

This Agreement shall commence on the date of execution and shall continue in full force and effect until terminated pursuant to the terms herein.

4. OBLIGATIONS OF THE PARTIES

Each party shall perform its obligations with due diligence, comply with all applicable laws, and act in good faith to uphold the purpose of the partnership.

5. CONFIDENTIALITY

Both parties agree to maintain in strict confidence all confidential information obtained during the course of this Agreement and not to disclose such information to third parties without prior written consent.

6. INTELLECTUAL PROPERTY

Any intellectual property developed jointly shall be owned jointly unless otherwise agreed in writing. Pre-existing intellectual property remains the sole property of the respective party.

7. FINANCIAL CONTRIBUTIONS

The parties shall contribute resources, capital, or services as detailed in the attached Schedule A. Any additional funding shall require prior written agreement.

8. PROFITS AND LOSSES

Profits and losses arising from the partnership activities shall be shared as per the proportions set out in Schedule B.

9. MANAGEMENT

A management committee composed of representatives from each party shall oversee the partnership activities, with decisions made by consensus or majority vote as specified.

10. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has full power and authority to enter into this Agreement and that its performance will not breach any other agreement.

11. LIABILITY AND INDEMNITY

Neither party shall be liable for indirect or consequential damages. Each party shall indemnify the other against any claims arising from breach of this Agreement.

12. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days' written notice or immediately for cause, including material breach or insolvency.

13. EFFECT OF TERMINATION

Upon termination, parties shall cease partnership activities, settle outstanding obligations, and return confidential information.

14. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Agreement shall be resolved amicably, or failing that, submitted to mediation prior to any legal action.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English courts.

16. NOTICES

All notices shall be in writing and delivered by hand, registered post, or email to the addresses provided herein.

17. ASSIGNMENT

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

18. AMENDMENTS

Any amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

19. SEVERABILITY

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20. ENTIRE AGREEMENT

This Agreement, including any schedules and attachments, constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings.

21. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

22. WAIVER

No waiver of any provision shall be effective unless in writing and signed by the waiving party.

23. FORCE MAJEURE

Neither party shall be liable for failure or delay due to causes beyond reasonable control, including acts of God, war, or government restrictions.

24. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall create a partnership, joint venture, or agency relationship other than as expressly provided.

25. CONFIDENTIALITY OF AGREEMENT

The terms and existence of this Agreement shall remain confidential except as required by law or agreed in writing.

PARTY A AUTHORIZED SIGNATORY

PARTY B AUTHORIZED SIGNATORY

Signature: _____

Signature: _____

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