

SAMPLE OF STRATEGIC ALLIANCE AGREEMENT

ARTICLE 5. JOINT PROJECTS

[Comment: this Article may be appropriate where a joint research or other technical Project is to be undertaken. The provisions will need to be adapted to the circumstances of each Alliance]

- 5.1 A particular objective of the Alliance is to identify appropriate Projects for joint research or other collaboration between the Parties, particularly in the field of *[specify]*. These Projects will be aimed at developments where the results will be of benefit to both Parties. These Projects may lead, in appropriate cases, to agreements for joint commercial exploitation.
- 5.2 Joint research or other Projects to be undertaken by the Alliance will be agreed and directed by the Management Committee who shall:
- 5.2.1 Establish financial resources for the Project, including any minimum financial commitments of the Parties.
 - 5.2.2 Allocate personnel to research Projects approved by the Management Committee, including the appointment of a Project Manager to lead a Project team.
 - 5.2.3 Approve specific research plans.
 - 5.2.4 Develop specific performance targets and periodically review progress.
- 5.3 After the Management Committee has approved plans for a particular Project, the Project team shall coordinate and implement all day-to-day activities of the Parties. The Project team shall work openly and cooperatively and shall meet periodically, as deemed necessary by the Project Manager, to coordinate their activities. Each Party shall, through the Project Manager, periodically submit to the Management Committee progress reports in relation to its activities under each joint research Projects.
- 5.4 A more detailed Project contract shall, where considered appropriate by the Parties, be entered into in relation to a particular joint research or other collaborative Project to be funded by the Parties.

ARTICLE 6. ALLIANCE COSTS

[Comment: this Article may be appropriate where each Party is to bear costs in relation to the Alliance that are to be administered out of a central Joint Account. It serves also to limit each Party's financing commitment]

6.1 For the purpose of this Article:

“Maximum Financing Commitment” means, in relation to a Party, that Party's maximum commitment to provide finance for the Alliance, specifically:

Company A: [insert amount of maximum commitment].

Company B: [insert amount of maximum commitment].

or such other amounts as shall from time to time be agreed between the Parties in the Management Committee.

“Budget” means an annual budget for the Alliance [or a particular Project] approved by the Management Committee.

“Financing Percentage” means the share of the costs of the Alliance to be borne by each Party, specifically:

Company A: % [specify percentage].

Company B: % [specify percentage].

“Joint Account” means banking account or accounts, in the joint names of the Parties, relating to the operations of the Alliance and to be administered by [specify Party and/or administrator].

6.2 Each Party shall contribute its Financing Share of the costs of the Alliance on a quarterly basis in accordance with the Budget set by the Management Committee up to, in each case, its Maximum Financing Commitment.

6.3 At least 30 calendar days before the end of each quarter, the Management Committee [or, where relevant, the Project Manager] shall notify each Party of that Party's Financing Percentage of the costs of the Alliance due in respect of that quarter. Each Party shall pay the amount due into the Joint Account before the last working day of the quarter in question.

This is a sample of 2 pages out of 16 of the **Strategic Alliance Agreement**.

To get more information about this contract click here:

[STRATEGIC ALLIANCE AGREEMENT](#)