**Collaboration Agreement**

 This Agreement is entered into on \_\_\_\_\_\_\_\_\_\_ , between, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “parties”).

**1. Collaboration on Authorship**

The parties to this Agreement agree to collaborate in making a \_\_\_\_\_\_\_\_\_\_\_\_ about \_\_\_\_\_\_\_\_\_\_ tentatively entitled \_\_\_\_\_\_\_\_\_\_\_, and referred in this Agreement as “the Work.” The parties shall also fully and completely cooperate with regard to the promotion and exploitation of the Work and all ancillary, subsidiary, related and allied rights (the “Ancillary Rights”).

**2. Copyright Ownership**

This collaboration work is considered a Joint Work under copyright law, and will result in an equal split of ownership among the authors.

Each party agrees to keep the other fully apprised of all matters regarding the exploitation of the Work and the Ancillary Rights, including but not limited to, offers, negotiations, and communications from interested third parties regarding the purchase or lease of production rights in the Work.

In the event that a trade or service mark is generated or otherwise developed from the Work or the Ancillary Rights, the parties shall be co-owners of such trade or service marks.

**3. Responsibilities of Each Party**

Each party shall perform and fulfill, promptly, actively and on time, all of its obligations under the Agreement.

Each party will contribute to the efficient flow of information and access to relevant data according to the agreed access rights and confidentiality rules to ensure the efficient execution of this Agreement.

Each party shall inform other parties in the project of relevant communications it received from third parties in relation to the project.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4. Individual Acts**

Any contract that in any way affects the rights to the Work must be signed by both parties. Either party may grant a power of attorney to the other party for this purpose.

**5. Agents**

The parties will agree on the selection of the agent (the “Agent”), if any, who will exclusively represent the parties regarding production and exploitation of the Work and the Ancillary Rights pursuant to a written agreement (the “Agency Agreement”).

In the event that the parties are unable to select an agent within a reasonable period of time, each party shall be permitted to negotiate regarding the exploitation of the Work and the Ancillary Rights, but such party will not be entitled to charge or receive any agency fee or commission.

**6. Changes in Completed Work**

Neither party will have the right to make any change in the completed Work without the written consent of the other party, which consent will not be unreasonably withheld by either party.

**7. Production Agreements**

All contracts concerning rights in the Work, including the Ancillary Rights, will be in duplicate, and each party will receive a copy thereof. Neither party will enter into any agreement concerning the rights to the completed Work unless that agreement provides that all sums due to each party under the agreement will be paid directly to that party or as provided in the Agency Agreement.

**8. Authorship Credit**

The credit on the Work and those Ancillary Rights in which the copyright is co-owned, including publicity notices, billings, and posters, shall read \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The type family and point size shall be the same.

Neither party will enter into an agreement concerning completed Work unless the agreement contains a positive provision specifying the authorship credits shall be as set forth in this Clause.

**9. Alienation of Author’s Rights**

No party shall be permitted to sell, pledge, lease, assign, or otherwise dispose of or encumber his/her rights in the completed Work without the consent of the other party, which consent shall not be unreasonably withheld.

If neither party intends to sell, pledge, lease, assign, or otherwise dispose of or encumber his/her rights in the completed Work, that party will give the other party written notice of the price and terms under which the transaction will be effected. After the notice period, the notified party will have the option to withhold consent if any substantial duties remain to be performed by either party or to purchase the selling party’s rights at the price and on the terms set forth in the notice within 30 days. If the option contained in this Paragraph is not exercised within the specified time period, the selling party may sell his/her rights at the price and on the terms set forth in the notice and, in that event, the selling party will provide the other party with a copy of the sales agreement between the selling party and the purchaser. The purchasing party shall have no rights to the Work and the Ancillary Rights other than the right to receive revenues as provided in this Agreement.

**10. Confidentiality**

It is agreed to and understood by the parties that the materials provided by each to each shall be held in the strictest confidence until such materials are accepted for publication or other exploitation. For any other document or other material communicated as being confidential, the period of confidentiality shall be at least \_\_\_\_\_\_\_\_ from the date of such communication.

**11. Force Majeure**

Force majeure shall mean any unforeseeable and exceptional event affecting the contract and the implementation of the project by one or more parties, which is beyond their control, is unforeseeable and insuperable and cannot be overcome despite their reasonable endeavors. Any default on the part of the party does not constitute force majeure.

**12. Division of Expenses and Proceeds**

All proceeds from the exploitation of the work or co-owned Ancillary Rights will be divided between the parties as follows.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is entitled to \_\_\_\_\_\_% percent.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is entitled to \_\_\_\_\_\_% percent.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is entitled to \_\_\_\_\_\_% percent.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is entitled to \_\_\_\_\_\_% percent.

Any expenses incurred by the parties in exploitation of such rights will be shared at the same rate as proceeds.

With respect to the proceeds from the exploitation of separately-owned Ancillary Rights, the individual owning such rights shall receive **all** such proceeds (*minus any necessary or agreed-upon expenses incurred in the exploitation of such Ancillary Rights*).

All gross proceeds and all accounting thereof shall be provided to the Agent, who shall pay the appropriate disbursement pursuant to the underlying Agency Agreement.

The parties agreed that each shall be solely responsible for his or her own tax payments and neither shall hold the other liable for any default, delinquency, misfiling, or penalty related to such tax payments, whether at local, state, federal, or international levels.

**13. Term and Termination**

This Agreement shall come into force as of the date of its signature by the parties. This Agreement will remain in effect throughout the term of the copyright and any extensions of the copyright at the Work. If either party dies during the term of this Agreement, the surviving party will have the exclusive right to act in all respects as though the survivor were the sole author; provided, however, that the name of the decease party will continue to appear in all credits as specified in the section of this Agreement entitled “Authorship Credit,” and the decedent’s estate will be entitled to receive all monies and documents that the decedent, had the decedent lived, would have been entitled to receive under this Agreement.

Any default by either party under this Agreement, including but not limited to, a breach of obligations and covenants, a failure to accord or adhere to publishing or other schedules, a failure to exploit, unauthorized exploitations, or an authorized assignment or sublicense (“Event of Default”), shall give the non-breaching party the right to demand in writing that the breaching party cure the Event of Default within fifteen working days, after which time the non-breaching party shall have the right to immediately terminate this Agreement if such default is not cured. If a breach occurs after acceptance of the final draft of the manuscript for the Work or after the licensing of an Ancillary Right in which the copyright is co-owned, the breaching party shall nonetheless fulfill his or her obligations with regard to promotion.

**14. Dispute Resolution**

The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiations, the parties will resolve the dispute using Alternative Dispute Resolution (ADR) procedure.

Any controversies or dispute arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**15. Governing Law**

This Agreement will governed in all respect by the laws of the Sate of \_\_\_\_\_\_\_\_\_\_.

**16. Notices**

All notices to the parties will be in writing and will be sent to the address of the parties stated at the beginning of this Agreement by overnight mail with a copy to the Agent, if any:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**17. Entire Agreement**

This Agreement is the parties’ entire Agreement, and places and supersedes all prior written and oral agreements, with respect to this Agreement’s subject matter.

**18. Severability of Invalid Provisions**

If any provision of this Agreement is deemed unenforceable, that provision will be omitted to the extent necessary to make this Agreement valid and enforceable, and the remaining provisions will remain in full force and effect.

**19. Amendments**

Amendments or changes to this Agreement shall be valid only if made in writing and signed by each of the parties.

**20. Headings**

The headings are inserted for convenience in reference only and are not intended by the parties to be part of or affect the meaning or interpretation of this Agreement.

**21. Waiver**

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing signed and dated by the party claimed to have waived or consented.

**22. No Joint Venture**

This Agreement shall not be construed to place the parties in the relationship of partners or joint venturers nor constitute any party the agent of any other party, and neither party shall have the power to obligate or bind the other party in any manner whatsoever.

**23. Reservation of Rights**

Any rights not expressly granted by a party to this Agreement are reserved to that party. Without limiting the foregoing, nothing in this Agreement shall be construed to prevent the parties from creating a work not involving \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**24. Additional Documents**

Each member must execute all additional documents and take all actions as are reasonably requested by the other members in order to complete or confirm the transactions contemplated by this Agreement.

**25. Successors and Assigns**

This Agreement shall be binding upon the parties’ heirs, assigns, successors-in-interest, executors, administrators, and any other persons or entities acquiring and interest through transfer, conveyance, successions, or inheritance, as may be permitted herein.

Executed with the intent or being legally bound by the following:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Date