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NON-EQUITY STRATEGIC ALLIANCE AGREEMENT

State of Alabama

BACKGROUND

A. This Strategic Alliance Agreement is made effective as of the following date:
_____, by and between the following Party ("Party A"):

of

and the following other Party ("Party B"):

of

B. *WHEREAS*, Party A conducts business in the following area and wishes to enter into a strategic alliance to market and perform certain complementary products and/or services:

B. *WHEREAS*, Party B conducts business in the following area and wishes to enter into a strategic alliance to market and perform certain complementary products and/or services:

NOW THEREFORE, in consideration of the above-mentioned understanding and of the mutual promises hereinafter expressed, the Parties hereto do mutually agree as follows:

I. SCOPE OF STRATEGIC ALLIANCE.

1. The Parties each agree to use their respective reasonable best efforts to promote and market the other Party's business interests in accordance with each other's reasonable instructions and shall protect the other Party's interests with the diligence of a responsible business person.

2. This strategic alliance (the "Alliance") shall have the following purpose:

3. Party A shall owe the following obligations to Party B in keeping with the terms of the Alliance in furtherance of their mutually beneficial goals and business interests:

4. Party B shall owe the following obligations to Party A in keeping with the terms of the Alliance in furtherance of their mutually beneficial goals and business interests:

II. MANAGEMENT.

5. Both parties shall appoint a designated individual to represent and manage all services being delivered.

6. The following individual is hereby being appointed as primary point of contact and representative manager for Party A's business interests in this Alliance: _____.

7. The following individual is hereby being appointed as primary point of contact and representative manager for Party B's business interests in this Alliance: _____.

8. The aforementioned points of contact shall establish a Managing Committee hereunder, which shall consist of these two representatives for each party. Party A and Party B may each from time to time replace their respective representatives on the Managing Committee, at their sole and absolute discretion, by notice to the other Party.

The goal of the Managing Committee is to provide focus and direction in order to leverage both party's capabilities.

9. The Managing Committee shall meet at such times and places as it shall determine appropriate to carry out its responsibilities hereunder. Such meetings may be in person or by means of internet-based or telephonic communication. Each Party, through their representatives, may call a meeting of the Managing Committee by giving written notice thereof to the members of the other Party.

III. COMPENSATION.

10. For rendering the services outlined in this Agreement in the course of the Alliance, Party B shall pay to Party A compensation in the form of a yearly salary of \$2 (two US dollars).

IV. PROFIT SHARING.

11. Any profits made by the parties in connection with the Alliance shall be allocated to the parties in the following manner:

12. Profits will be allocated to the parties Weekly.

V. SHARED EXPENSES.

13. Any expenses or losses incurred by the parties in connection with the Alliance shall be allocated to the parties in the following manner:

VI. TERM AND TERMINATION.

14. This Agreement will terminate automatically on _____.

VII. NO PARTNERSHIP.

15. Nothing herein contained shall be construed to imply a joint venture, partnership, or

principal-agent relationship between Party A and Party B, and neither party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

16. The parties do not contemplate a sharing of profits relating to the Party A services or the Party B services so as to create a separate, taxable entity under Section 761 of the Internal Revenue Code of 1986, as amended, nor co-ownership of a business or property so as to create a separate partnership under the law of any jurisdiction.

17. For tax, property, and liability purposes, Party A will provide the Party A services and Party B will perform the Party B Services, each on a professional basis and as an independent contractor of the other.

18. Revenues and expenses relating to the Services and any additional services shall be reported separately by the parties for tax purposes.

19. During the performance of any of the Services, Party A's employees will not be considered employees of Party B, and vice versa, within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind.

20. Party A's personnel who are to perform the Party A Services or additional services to be provided by Party A hereunder shall be under the employment, and ultimate control, management, and supervision of Party A.

21. Party B's personnel who are to perform the Party B Services or additional services to be provided by Party B hereunder shall be under the employment, and ultimate control, management, and supervision of Party B.

22. It is understood and agreed that Party A's employees shall not be considered Party B's employees within the meaning or application of Party B's employee fringe benefit programs for the purpose of vacations, holidays, pension, group life insurance, accidental death, medical, hospitalization, and surgical benefits, and vice versa.

VIII. INTELLECTUAL PROPERTY.

23. In accordance with the terms of this Agreement, title to and interest in intellectual property belonging to each of the Parties prior to the Alliance, including, but not limited to, drawings, plans, reports, designs, code, artwork, or any other intellectual property, registered or otherwise, shall remain the sole property of the Party both during and after

the term of this Agreement.

24. For any intellectual property created by the Parties during the course of this Alliance, the Parties agree that Party A shall have sole ownership of all such works under relevant copyright law.

IX. TRADEMARK, TRADE NAME, AND COPYRIGHTS.

25. Except as expressly provided herein, this Agreement does not give either party any ownership rights or interest in the other party's trade name, trademarks, or copyrights.

X. CONFIDENTIALITY.

26. The parties agree and acknowledge that in the course of the Alliance, or additional services pursuant to this Agreement, that each may be given access to, or come into possession of, confidential information of the other party which information may contain trade secrets, proprietary data, or other confidential material of that party.

27. Unless expressly authorized by the other party, neither party shall disclose to any third party any information or materials provided by the other party under this Agreement or use such information in any manner other than to perform its obligations under this Agreement.

28. The foregoing restrictions do not apply to any information that is in the public domain or in the receiving party's possession, in each case other than as a result of a breach of confidentiality obligations of the receiving party or of a third party.

XI.

XII. DEFAULT.

29. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either Party.

c. The subjection of any of either Party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or governmental agency.

d. The failure to make available or deliver the services in the time and manner provided for in this Agreement.

XIII. REMEDIES.

30. In addition to any and all other rights a party may have available according to law, if a Party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party.

31. This notice shall describe with sufficient detail the nature of the default.

32. The Party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by a Party providing notice, the failure to cure the default(s) within such time period shall result in automatic termination of this Agreement.

XIV. ENTIRE AGREEMENT.

33. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement.

34. This Agreement supersedes any prior written or oral agreements between the Parties.

XV. SEVERABILITY.

35. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

36. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XVI. AMENDMENT.

37. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

XVII. GOVERNING LAW.

38. This Agreement shall be construed in accordance with the laws of the State of Alabama.

XVIII. NOTICE.

39. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

XIX. WAIVER OF CONTRACTUAL RIGHTS.

40. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

EXECUTION:

_____, Representative of _____, *Party A*

Date

_____, Representative of _____, *Party B*

Date