**Strategic Alliance Agreement**

This **Strategic Alliance Agreement** (hereinafter referred to as the "Agreement") is made and entered into on [Insert Date Here] (the "Effective Date") by and between the following parties:

[Insert Party A Name]  
[Insert Party A Address]

(hereinafter referred to as “Party A")

AND

[Insert Party B Name]  
[Insert Party B Address]

(hereinafter referred to as “Party B")

WHEREAS, Party A and Party B wish to enter into a strategic alliance to market and perform certain complimentary business services;

NOW, THEREFORE, in consideration of the foregoing and of the mutual premises hereinafter expressed, the parties hereto do mutually agree as follows:

**1. SCOPE OF STRATEGIC ALLIANCE**

Party A shall, in a professional manner, take all steps necessary to market and perform its business management consulting services (collectively the "Party A Services") for clients referred to Party A by Party B. Any engagement to perform Party A Services shall be on such terms and conditions as Party A may approve in its sole discretion. Party A will perform, schedule, staff, and manage all Party A Services. Notwithstanding the foregoing, Party B may, at its election, bill the client directly for Party A Services, and under such circumstances, Party A shall bill Party A the pre-agreed amount for the engagement as adjusted by any client-approved change orders; otherwise, Party A will bill the client directly. Party B agrees to include a reference to Party A in each contract and proposal involving Party A Services. The "Party A Services" and other proprietary information and associated products, copyrights, trademarks, trade names, and logos developed by Party A shall remain the property of Party A and reference to Party B's rights shall be made in all uses of such materials in at least 12 point type.

**2. PERIOD OF PERFORMANCE**

This Agreement shall be effective as of the date first set forth above and, shall expire on the later of (i) [Insert number of days] from the date hereof, or (ii) with respect to any projects identified in any contract for which Party B is billing the client directly, upon the completion of Party A's Services and receipt of payment by Party A from Party B for said services. This Agreement shall be automatically renewed for successive [Insert Number] periods unless either party gives written notice of termination to the other party prior to the date of expiration. Notwithstanding the foregoing, this Agreement shall be earlier terminated by mutual agreement of the parties. Time is of the essence in this Agreement.

**3. MANAGEMENT**

Each party shall designate a partner, officer, or another senior person to be responsible for the overall administration of this Agreement. Party B shall have ultimate responsibility for client relationships for those clients that it elects to bill directly for Party A Services and Party A will respond to Party B's direction.

**4. CONFIDENTIAL INFORMATION**

The parties acknowledge and agree that in the course of the performance of the Party B Services and the Party A Services (collectively, the "Services") 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. Materials used in any engagement undertaken pursuant to this Agreement shall not be altered or changed without the consent of both parties.

**5. NO PARTNERSHIP**

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Party B and Party A, 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. The parties do not contemplate a sharing of profits relating to the Party B Services or the Party A 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. Accordingly, for tax, property, and liability purposes Party B will provide Party B Services, and Party A will perform Party A Services, each on a professional basis, and as an independent contractor of the other. Revenues and expenses relating to the Services and any additional services shall be reported separately by the parties for tax purposes. During the performance of any of the Services, Party B's employees will not be considered employees of Party A, 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. 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. Party A's personnel who are to perform the Party B 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. 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.

**6. TRADEMARK, TRADE NAME, AND COPYRIGHTS**

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.

**7. INDEMNIFICATION**

Each of Party B and Party A, at its own expense, shall indemnify, defend and hold the other, its partners, shareholders, directors, officers, employees, and agents harmless from and against any and all third-party suits, actions, investigations, and proceedings, and related costs and expenses (including reasonable attorney's fees) resulting solely and directly from the indemnifying party's negligence or willful misconduct. Neither Party B nor Party A shall be required hereunder to defend, indemnify or hold harmless the other and/or its partners, shareholders, directors, officers, directors, employees, and agents, or any of them, from any liability resulting from the negligence or wrongful acts of the party seeking indemnification or of any third-party. Each of Party B and Party A agrees to give the other prompt written notice of any claim or other matter as to which it believes this indemnification provision is applicable. The indemnifying party shall have the right to defend against any such claim with counsel of its own choosing and to settle and/or compromise such claim as it deems appropriate. Each party further agrees to cooperate with the other in the defense of any such claim or other matter.

**8. LIMITATIONS OF LIABILITY**

a. Exclusion of damages

Each party agrees that in no event will the other party or its suppliers or licensors be liable, under any theory of liability, however arising; for any costs of cover or for indirect, special, incidental, or consequential damages of any kind (including any loss of use, interruption of business, loss of business profits, loss of business information, and the like) arising out of this agreement, even if such party has been advised of the possibility of such damages. These limitations shall apply despite any failure of essential purpose of any limited warranty or remedy

b. Limitation on damages

If there shall be any liability of one party to the other that arises out of or is in any way connected to this Agreement, each party's aggregate liability for all damages, losses, and causes of action whether in contract, tort (including negligence) or otherwise, either jointly or severally, shall not exceed the total amounts paid by the claiming party to the liable party during the 12 immediately preceding the day that the act or omission occurred that gave rise to the claim. Each party acknowledges that the other is not an insurer; that the payments made by hereunder are based solely on the value of the services and are not sufficient to warrant assuming any risk of consequential or other damages due to negligence or failure to perform. Due to the nature of the services to be performed, it is impracticable and extremely difficult to fix the actual damages, if any, which may result (proximately or otherwise) from negligence or failure to perform under this agreement. This limitation of liability reflects an allocation of risk between the parties in view of the fees charged, is not a penalty, and shall be exclusive. The limitations in this agreement shall apply despite any failure of essential purpose of any limited warranty or remedy.

**9. NON-SOLICITATION OF PERSONNEL**

Party A and Party B agree not to engage in any attempt whatsoever, to hire, or to engage as independent contractors, the other's employees or independent contractors during the term of this Agreement and for a period of 12 following expiration or termination of this Agreement except as may be mutually agreed in writing.

**10. INTELLECTUAL PROPERTY**

Work performed on engagements pursuant to this Agreement by either Party B and/or Party A and information, materials, products, and deliverables developed in connection with engagements pursuant to this Agreement shall be the property of the respective parties performing the work or creating the information. All underlying methodology utilized by Party A and Party B respectively which was created and/or developed by either prior to the date of this Agreement and utilized in the course of performing engagements pursuant to this Agreement shall not become the property of the other.

**11. ENTIRE AGREEMENT**

This Agreement together with all documents incorporated by reference herein constitutes the entire and sole agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the subject matter hereof. This Agreement cannot be modified, changed, or amended, except for in writing signed by a duly authorized representative of each of the parties.

**12. CONFLICT**

In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.

**13. ASSIGNMENT AND DELEGATION**

Neither party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder to any other person and/or entity without prior express written approval of the other party.

**14. NOTICES**

Any notice required or permitted to be given under this Agreement shall be in writing, by hand delivery, commercial overnight courier, or registered or certified U.S. Mail, and shall be deemed duly given upon receipt, or if by registered or certified mail 7 following deposit in the U.S. Mail. The parties hereto may from time to time designate in writing other addresses expressly for the purpose of receipt of notice hereunder.

**15. SEVERABILITY**

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

**16. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Party A

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Party B