Collaboration Agreement

Binding partnership terms following an MOU

Novos Ventures · novosventures.com · hello@novosventures.com

DRAFT TEMPLATE – NOT LEGAL ADVICE

This document is a draft template provided by Novos Ventures for general information only. It has not been prepared for your circumstances and may be incomplete, out of date or unsuitable. Novos Ventures (Truway Sunergy Ltd) accepts no responsibility or liability for any loss or damage arising from its use. You use it entirely at your own risk. Have it reviewed by a solicitor qualified in Ireland before you rely on it, send it or sign it.

This agreement is made on [date] between Truway Sunergy Ltd, trading as Novos Ventures, a company registered in Ireland (CRO No. 577016), whose registered office is at [registered office address] ("Novos Ventures", "we", "us"); and [Partner legal name], [registration number], of [address] (the "Partner"). It replaces the binding terms of any MOU between the parties on the same subject.

1. The collaboration

1.1 The parties will deliver [describe programme, e.g. an accelerator funding track, joint grant clinics, an investor showcase] (the "Programme") as set out in Schedule 1.

2. Responsibilities

2.1 Novos Ventures will: [grant and funding workshops; eligibility reviews; investor introductions; CRM tracking of participants - edit].

2.2 The Partner will: [venue and promotion; participant selection; mentors - edit].

2.3 Each party appoints a lead contact and will meet at least every [__] weeks to review progress.

3. Money

3.1 Costs: [each party bears its own costs / shared as follows: [__]].

3.2 Revenue: [participant fees / sponsorship / success fees] are [kept by the party that earns them / shared [__]% Novos Ventures and [__]% Partner], with a statement and payment within [__] days of each [quarter].

3.3 Each party may audit the other's statement once a year on reasonable notice.

4. Intellectual property

4.1 Each party keeps its existing materials, brands and know-how ("Background IP") and grants the other a non-exclusive licence to use them only for the Programme during this agreement.

4.2 Materials created jointly for the Programme are [jointly owned / owned by [party]], with a licence to the other party to use them [for its own business].

5. Branding and publicity

5.1 Each party may use the other's name and logo only as approved for the Programme. Press releases need both parties' approval.

6. Participants and data

6.1 Each party is an independent controller of personal data it collects. Where personal data is shared between the parties, the Data Sharing Agreement applies.

6.2 Neither party will make promises to participants about funding outcomes.

7. Non-solicitation

7.1 During this agreement and for [__] months after, neither party will solicit the other's employees or contractors who worked on the Programme without consent.

DRAFT

8. Liability

8.1 Neither party is liable for indirect or consequential loss or loss of profit. Each party's total liability is limited to [amount / the amounts paid or payable under this agreement in the previous [__] months], except where liability cannot be limited by law.

9. Term and termination

9.1 This agreement runs from the date above until [date], and may be renewed in writing. Either party may terminate on [__] days' written notice, or immediately for an unremedied material breach or insolvency.

9.2 On termination, each party completes commitments already made to participants unless agreed otherwise, and pays amounts due.

10. Disputes

10.1 The lead contacts will first try to resolve any dispute, then senior managers. If unresolved within [__] days, either party may propose mediation before going to court.

11. General

11.1 Entire agreement. This document (with any schedule or order form) is the whole agreement between the parties on its subject and replaces any earlier discussions.

11.2 Changes. Any change must be agreed in writing (email is enough) by both parties.

11.3 Assignment. Neither party may transfer this agreement without the other party's written consent, which will not be unreasonably withheld.

11.4 Notices. Notices must be in writing and sent by email to the address given by each party (for Novos Ventures: hello@novosventures.com) or by post to the registered office.

11.5 Severability. If any part of this agreement is found invalid, the rest remains in force.

11.6 No partnership. Nothing in this agreement creates a partnership, joint venture or employment relationship.

11.7 Third parties. No one other than the parties has any right to enforce this agreement.

11.8 Counterparts and e-signature. This agreement may be signed electronically and in counterparts.

11.9 Governing law. This agreement is governed by the laws of Ireland and the courts of Ireland have exclusive jurisdiction.

Schedule 1 - Programme details: [activities, timeline, deliverables, KPIs]

Signed for and on behalf of	Signed for and on behalf of
Truway Sunergy Ltd t/a Novos Ventures	**[Partner legal name]**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Template prepared for review. Text in [square brackets] must be completed or confirmed. This document is not legal advice; have it reviewed by a solicitor qualified in Ireland before use. This is a draft version. Novos Ventures accepts no responsibility or liability for the use of this template.

DRAFT