

# SOFTWARE DEVELOPMENT PARTNERSHIP AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

[NAME OF PARTNER 1]  
[address]  
("PARTNER 1")

- and -

[NAME OF PARTNER 2]  
[address]  
("PARTNER 2")

**RECITALS:**

WHEREAS PARTNER 1 and PARTNER 2 wish to enter into a strategic partnership ("Partnership") to develop, implement, market and maintain a software program, currently titled "\_\_\_\_\_" (the "Software"), which will have [business / entertainment / educational] applications;

AND WHEREAS the parties will combine their efforts, and each of the parties will contribute monies, knowledge, expertise and equipment to the Partnership;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

## Article I – Formation of the Partnership

1.1 *Purpose of Partnership.* The parties hereby enter into and form the Partnership for the limited purpose and scope set forth in this Agreement, pursuant to the laws of the State of \_\_\_\_\_ and the terms of this Agreement. Except as otherwise expressly provided in this Agreement or by other written agreement executed by the parties, neither party shall have the authority to act for or to assume any obligations or responsibilities on behalf of the other party.

1.2 *Duration of Partnership.* The Partnership shall commence on the date of this Agreement and will continue until \_\_\_\_\_ [insert either a specific date, a specific period of time (such as 2 years, etc) or a description of a particular event, following which the Partnership will dissolve], or until terminated as hereinafter provided in this Agreement.

1.3 *Purpose of Partnership.* The purpose of the Partnership is to develop, implement, market and provide support and maintenance for the Software.

1.4 *Contributions of Partners.* As of the date of this Agreement, the parties have made the following contributions of capital and assets to the Partnership, and holds the following percentage interest in the Partnership:

| Party     | Contribution  | % Interest |
|-----------|---|------------|
| PARTNER 1 | [set out contributions of funds, assets, equipment, etc.] | _____%     |
| PARTNER 2 | [set out contributions of funds, assets, equipment, etc.] | _____%     |

1.5 *Partnership Management.* Both parties shall have equal rights in management of the Partnership, unless otherwise agreed in writing. Both parties shall have authority to bind the Partnership in making contracts, and subject to a limit of \$\_\_\_\_\_, to incur debts in the Partnership name or its credit. Debts exceeding \$\_\_\_\_\_ require the consent of both parties.

1.6 *Insurance and Records.* The Partners shall be jointly responsible for maintaining complete and accurate records of the Partnership's business, and for placing and maintaining adequate insurance coverage for the business.

## **Article II – Development, Marketing & Support of Software**

2.1 *Development.* The parties intend that the Software will be developed in accordance with the milestones set out in the attached Schedule A - Development Milestones, and will perform according to the specifications set out in the attached Schedule B – Functional Specifications. PARTNER 1 will write and prepare the Software and any and all support and/or training materials necessary to market the program.