

SAMPLE COLLABORATION AGREEMENT

While this contract could be used for actual business purposes, it may not suit your situation and the laws of your state. We encourage you to seek legal advice.

This agreement contains two parts: a cover sheet addressing basic terms and a contractual attachment, known as a rider. We begin with an explanation of the terms in the rider (set off in boxes) and follow with the entire agreement.

CONTRACTUAL ATTACHMENT (RIDER) Commentary and Explanations for First-Time Users

In this introductory section, the parties agree that this contract alone governs the agreement. Not all of these clauses may be necessary for your particular project. However, you should discuss all of the provisions and then tailor this agreement so it reflects the understanding of the collaborators.

Collaborators agree that the following provisions are incorporated into the contract to which it is attached and made a part thereof, said contract being signed and dated _____. Collaborators agree that the terms of this attachment prevail over the terms the terms of any other document relating to and a part of the contract in which this attachment is incorporated.

COMPLETION DATE

Realistic deadlines will be critical to the success of your project. Specify a date by which time the Work will be completed, and consider making a schedule with internal deadlines. Those deadline(s) can be extended if all the collaborators agree to the extension. In this agreement (Paragraph 11), if the collaborators cannot agree, then the dispute will be mediated. For more information about mediation, visit VLAA's Web site, www.vlaa.org.

1. COMPLETION DATE: It is contemplated that the Work will be completed no later than _____, 20___. Collaborators must complete contributions by _____ or by the dates included in the attached schedule or outline. If a Collaborator fails to do so, the Collaborators will mutually agree, in writing, to extend the time for completion.

LEAVING THE COLLABORATION

What happens if a collaborator quits, becomes disabled or dies before the Work is finished? The Collaborators should decide, in advance, if that collaborator will receive credit. Will that collaborator (or his/her heirs) receive compensation? This clause also allows the remaining collaborators to finish the Work by themselves or with new collaborators. If you collaborate with someone new, the collaborators should enter into a new agreement.

2. LEAVING THE COLLABORATION: If a Collaborator is unwilling to continue or complete work on the Work, the Collaborators shall enter into a written agreement setting forth the rights of the withdrawing Collaborator, including what authorship credit, compensation and copyright ownership, if any, shall be shared with the withdrawing collaborator. The remaining Collaborator shall have the right to complete the work alone or with others.

In the event that either Collaborator dies or suffers a disability that will prevent completion of his or her respective portion of the Work, or of a revision thereof or a sequel thereto, the deceased or disabled Collaborator shall receive payments pursuant to Paragraph 3 pro rata to the proportion of his or her work completed or, in the case of a revision or sequel, shall receive payments pursuant to Paragraph 3 after deduction for the cost of revising or creating the sequel with respect to his or her portion of the Work. Each Collaborator hereby agrees that the remaining Collaborator(s) shall have the sole power to license and contract with respect to the Work, and approval of the personal representative, heirs, or conservator of the

deceased or disabled Collaborator shall not be required.

COPYRIGHT OWNERSHIP

This provision ensures that the collaborators realize that they are creating a joint work under copyright law. Each collaborator will either own an equal share of the copyright in the Work or ownership can be shared by predetermined percentages. It also addressed the copyright registration process.

3. **COPYRIGHT OWNERSHIP:** Collaborators intend that the completed Work shall be a joint work. Upon completion the Collaborators shall be the owners of the Work in the following percentages:

Name and Percent _____: _____ %

Name and Percent _____: _____ %

If the Work is registered with the United States Copyright Office, the Collaborators shall be listed as authors of the Work and as copyright claimants of the Work, and their names will be positioned as indicated in Paragraph 4.

CREDIT

Explain how each collaborator will be credited for his/her contributions. Make sure you discuss the order of how the names will be listed and any applicable titles.

4. **CREDIT:** The Work shall contain the following credit line: _____.

DECISION MAKING

Control of business and artistic matters are key issues. Decisions involving the Work should be made as a team. If a collaborator signs this provision and later makes a unilateral decision involving the Work without the consent of the other collaborators, those collaborators will likely be able to void this agreement

5. **DECISION MAKING:** Subject to the terms of Section 2 above, all editorial, business and other decisions affecting the Work shall be made jointly by all the Collaborators, and no sale, disposition, licensing or other agreement with a third party shall be valid without the written consent of all the Collaborators.

PAYMENTS

This is an important provision. It says that any money ever earned from the Work will be split equally among all collaborators, unless all collaborators agree otherwise. If money is not going to split equally, replace this provision with one explaining how the money will be divided.

6. **PAYMENTS:** Subjects to the terms of Section 2 above and unless otherwise mutually agreed upon in writing, all money accruing from the exploitation of the Work shall be divided equally among the Collaborators.

EXPENSES

The collaborators agree to share the costs associated with creating the Work. When a collaborator makes a purchase using his own money, that collaborator owns what he/she purchased.

7. EXPENSES: All expenses incurred in creating the Work shall be shared equally. Materials obtained by a Collaborator at his/her own expense to prepare the Work shall belong to that Collaborator. Otherwise, all materials shall be jointly owned and may be disposed of only upon the Collaborators' mutual consent.

NO PARTNERSHIP

This makes it clear that the collaborators are not creating a partnership as defined by state statute or by common law. For more information about the downside of forming a partnership, visit VLAA's Web site (www.vlaa.org).

8. NO PARTNERSHIP: Collaborators are collaborating on this single Work. This agreement does not create a partnership relationship.

DERIVATIVE WORKS

This clause requires all collaborators to agree in writing to allow an individual collaborator to make a derivative work. Examples of derivative works include a movie based on a script, a sequel, a television show based on the script or a comic book based on the script.

9. DERIVATIVE WORKS: The Collaborators agree that none will incorporate material based on or derived from the Work in any subsequent work without the written consent of the other Collaborator(s).

WARRANTIES AND INDEMNITIES

This provision protects individual collaborators against loss or liability that may occur in the future due to another collaborator's fault. Each collaborator promises that he/she does not have any other legal obligations preventing him/her from entering the agreement, such as a different collaboration agreement. Each collaborator also promises that he/she contribution to the collaboration does not violate any copyright laws. Under this provision, if a collaborator breaks any of these promises, only that collaborator will be liable.

10. WARRANTIES AND INDEMNITIES: Collaborators represent and warrant to each other that: each is free to enter into this agreement; all contributions to the Work are original or all necessary permissions and releases have been obtained and paid for; and no intellectual property rights have been infringed upon or other laws violated. Each Collaborator agrees to indemnify the other(s) for any loss, liability or expense resulting from the actual breach of these warranties.

ASSIGNMENT, ENTIRETY OF AGREEMENT

Under this agreement, the collaborators must agree in writing if one collaborator wants to sell or give another person his/her rights. Also, any changes in this agreement must be agreed to by all of the collaborators. Remember to insert the name of your state. If you live in Missouri or Southwestern Illinois, we encourage you to include our mediation clause.

11. ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, JURISDICTION, AND MEDIATION. This agreement cannot be assigned or transferred without the written consent of the other Collaborators. This agreement constitutes the entire agreement between the Collaborators. No modification shall be enforceable except in writing and signed by the Collaborators hereto. This agreement shall be governed by the laws of the state of _____. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the state or federal courts of _____. Mediation of any dispute arising from this agreement shall be conducted in accordance with the rules of the Arts Resolution Services, a program of the St. Louis Volunteer Lawyers and Accountants for the Arts.

SEVERABILITY

If even one clause in this contract is invalid, the rest of the contract is still enforceable.

12. SEVERABILITY. If any provision of this agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this agreement are declared to be severable.

SAMPLE COLLABORATION AGREEMENT

THIS AGREEMENT, between the undersigned _____ and undersigned _____ hereafter referred to as the "Collaborators" is made this _____ day of _____, 20_____.

A. BASIC TERMS

Name of Collaborator _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

E-mail Address: _____

Name of Collaborator _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

E-mail Address: _____

B. DESCRIPTION OF WORK

1. We mutually agree to collaborate to create the following (original story) (treatment) (screenplay) (musical composition) (other work) tentatively titled

_____ hereafter referred to as the "Work."

The Contractual Provisions are attached and incorporated herein. All Collaborators must sign and return the attached provisions, which are an integral element of this agreement.

AGREED TO AND ACCEPTED:

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____

CONTRACTUAL ATTACHMENT (RIDER)

Collaborators agree that the following provisions are incorporated into the contract to which it is attached and made a part thereof, said contract being signed and dated _____.

Collaborators agree that the terms of this attachment prevail over the terms the terms of any other document relating to and a part of the contract in which this attachment is incorporated.

1. COMPLETION DATE: It is contemplated that the Work will be completed no later than _____, 20____. Collaborators must complete contributions by _____ or by the dates included in the attached schedule or outline. If a Collaborator fails to do so, the Collaborators will mutually agree, in writing, to extend the time for completion.

2. LEAVING THE COLLABORATION: If a Collaborator is unwilling to continue or complete work on the Work, the Collaborators shall enter into a written agreement setting forth the rights of the withdrawing Collaborator, including what authorship credit, compensation and copyright ownership, if any, shall be shared with the withdrawing collaborator. The remaining Collaborator shall have the right to complete the work alone or with others.

In the event that either Collaborator dies or suffers a disability that will prevent completion of his or her respective portion of the Work, or of a revision thereof or a sequel thereto, the deceased or disabled Collaborator shall receive payments pursuant to Paragraph 3 pro rata to the proportion of his or her work completed or, in the case of a revision or sequel, shall receive payments pursuant to Paragraph 3 after deduction for the cost of revising or creating the sequel with respect to his or her portion of the Work. Each Collaborator hereby agrees that the remaining Collaborator(s) shall have the sole power to license and contract with respect to the Work, and approval of the personal representative, heirs, or conservator of the deceased or disabled Collaborator shall not be required.

3. COPYRIGHT OWNERSHIP: Collaborators intend that the completed Work shall be a joint work. Upon completion the Collaborators shall be the owners of the Work in the following percentages:

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4. CREDIT: The Work shall contain the following credit line: _____.

5. DECISION MAKING: Subject to the terms of Section 2 above, all editorial, business and other decisions affecting the Work shall be made jointly by all the Collaborators, and no sale, disposition, licensing or other agreement with a third party shall be valid without the written consent of all the Collaborators.

6. PAYMENTS: Subjects to the terms of Section 2 above and unless otherwise mutually agreed upon in writing, all money accruing from the exploitation of the Work shall be divided equally among the Collaborators.

7. EXPENSES: All expenses incurred in creating the Work shall be shared equally. Materials obtained by a Collaborator at his/her own expense to prepare the Work shall belong to that Collaborator. Otherwise, all

materials shall be jointly owned and may be disposed of only upon the Collaborators' mutual consent.

8. NO PARTNERSHIP: Collaborators are collaborating on this single Work. This agreement does not create a partnership relationship.

9. DERIVATIVE WORKS: The Collaborators agree that none will incorporate material based on or derived from the Work in any subsequent work without the written consent of the other Collaborator(s).

10. WARRANTIES AND INDEMNITIES: Collaborators represent and warrant to each other that: each is free to enter into this agreement; all contributions to the Work are original or all necessary permissions and releases have been obtained and paid for; and no intellectual property rights have been infringed upon or other laws violated. Each Collaborator agrees to indemnify the other(s) for any loss, liability or expense resulting from the actual breach of these warranties.

11. ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, JURISDICTION, AND MEDIATION. This agreement cannot be assigned or transferred without the written consent of the other Collaborators. This agreement constitutes the entire agreement between the Collaborators. No modification shall be enforceable except in writing and signed by the Collaborators hereto. This agreement shall be governed by the laws of the state of _____. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the state or federal courts of _____. Mediation of any dispute arising from this agreement shall be conducted in accordance with the rules of the Arts Resolution Services, a program of the St. Louis Volunteer Lawyers and Accountants for the Arts.

12. SEVERABILITY. If any provision of this agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this agreement are declared to be severable.

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____