

Co-Branding Intellectual Property Usage Agreement

This Co-Branding Intellectual Property Usage Agreement ("Agreement") is made and entered into on this ____ day of _____, 20__, by and between:

Party A	[Full Legal Name]
Address	[Address]
AND	
Party B	[Full Legal Name]
Address	[Address]

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which the parties may use, display, and promote each other's trademarks, logos, and other intellectual property in connection with co-branded marketing activities or projects as described below.

2. Definitions

- **“Intellectual Property”** refers to all trademarks, logos, names, designs, copyrights, and trade dress owned or controlled by either party provided for use in connection with this co-branding arrangement.
- **“Co-Branded Materials”** means any materials such as websites, brochures, packaging, advertisements, and products created under this agreement utilizing both parties’™ intellectual property.

3. Grant of Rights

1. Each party grants to the other a limited, non-exclusive, revocable, non-transferable right to use its Intellectual Property solely in connection with the approved Co-Branded Materials and activities.
2. All uses are subject to prior written approval by the owner of the Intellectual Property.

4. Guidelines for Use

1. All Co-Branded Materials shall comply with each party’s™ brand guidelines as provided in writing.
2. No modification of the Intellectual Property is permitted without the express written consent of its owner.
3. Each party maintains full ownership of its respective Intellectual Property.

5. Term and Termination

1. This Agreement shall commence on the effective date and continue until terminated by either party with

___ daysâ€™ written notice.

2. Upon termination, each party shall promptly cease all use of the otherâ€™s Intellectual Property and destroy or return Co-Branded Materials as directed.

6. Warranties and Indemnity

1. Each party represents that it has the right to grant the rights as set forth herein.
2. Each party agrees to indemnify and hold the other harmless against any claims arising from its breach of this Agreement or unauthorized use of Intellectual Property.

7. Miscellaneous

1. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes any prior discussions.
2. Any amendments must be made in writing and signed by both parties.
3. This Agreement shall be governed by the laws of [Jurisdiction].

Authorized Signatory

For: Party A

Date: _____

Authorized Signatory

For: Party B

Date: _____