

Media Collaboration Agreement

Women In Bio and _____

Date: _____

[Women In Bio](#) (“WIB”) and _____ (“Second Party”) wish to collaborate to expand the reach of both organizations to their respective networks with the aim of increasing visibility of the organizations and participation of its members and guests. A brief description of the collaboration is set forth on Appendix A. This collaboration will begin on _____ and conclude on _____, unless earlier terminated by either party in its sole discretion upon not less than 10 days’ prior written notice, or extended by written agreement of the parties (as so terminated or extended, the “Term”).

Second Party will:

- Add the WIB logo to the Media Partners section on the landing page of Second Party’s website at _____
- Add the WIB logo to emails and newsletters as Second Party deems appropriate (in accordance with the terms of this agreement) promoting Women In Bio and prompting readers to join as members (including at least _____ promotions)
- Tag Women In Bio in _____ social media posts *or* repost _____ Women In Bio LinkedIn post

WIB will:

- Add the _____ logo to the [WIB Partners page](#)/Chapter page
- Mention the _____ at the following events (if applicable)
 - o [List date and event]
- Mention the _____ in the following newsletters (if applicable)
 - o [List date and newsletter]
- _____ post on social media (LinkedIn, Twitter, Facebook, Instagram) mentioning _____, tagging _____

The parties will consult with each other on a periodic basis during the Term to review the effectiveness of the collaboration and discuss any advisable changes and other opportunities that might be available.

Limited License: Each party hereby grants to the other party the non-exclusive, royalty-free rights and license to use such first party’s logo, trademarks, tradenames, symbols, brand names and copyrights during the Term in connection with the performance by the other party of its obligations hereunder.

Confidentiality: Each party agrees to treat information disclosed by the other party on a confidential or proprietary basis about the other party’s business affairs as confidential, and not use for any purpose other than to comply with its obligations under this agreement. Confidential information does not include information that (i) is or becomes generally available to the public

other than as a result of a breach of this agreement, or (ii) is or becomes known to the receiving party from a source that is not subject to a duty of confidentiality with respect to the information.

Certain Prohibitions: Neither party shall:

- Use the other party's logo, or refer to the other party, in an obscene, disparaging or otherwise negative manner;
- Modify or alter in any respect the other party's logo;
- Publicly disclose the existence or content of this agreement without the prior written consent of the other party;
- Use or disclose any information obtained from the other party in violation of applicable federal, state or local law.

Other Agreements: The parties agree to the following:

- Except for claims arising from willful and material breach of this agreement, neither party shall have any liability to the other party for consequential, indirect, incidental, special, exemplary or punitive damages, lost profits, or diminution in value arising out of any breach of this agreement.
- Neither party may assign this agreement or delegate any of its rights under it, except to an affiliated entity, without the prior written consent of the other party; any assignment or delegation in violation of this bullet shall be void;
- Neither party will solicit or hire any employees of the other party during the Term or for a period of 6 months thereafter;
- Nothing in this agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties;
- This agreement shall be governed by the internal laws of the State of Maryland;
- Any dispute, controversy, or claim of any kind or nature (whether based upon contract, tort or otherwise) directly or indirectly based upon, relating to or arising out of this agreement shall be resolved by arbitration held in Annapolis, Maryland, USA, in accordance with the rules of the American Arbitration Association ("AAA") in effect at the time of the arbitration. The arbitration shall be presided over by one arbitrator selected in accordance with AAA rules and practice. The arbitration shall be final and binding on the parties. An action to compel arbitration can be brought in any federal or State court in Maryland.
- On termination of this agreement, the provisions under "Confidentiality," "Certain Prohibitions," and "Other Agreements" shall survive termination.
- This agreement (including Appendix A) sets forth the entire agreement of the parties with respect to the matters set forth in this agreement.
- Any notice given to the other party under this agreement shall be to the applicable email address set forth on the signature page to this agreement.

[Intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth on the top of the first page.

WOMEN IN BIO

[Insert Name of Second Party]

Name:

Title:

E/m address for notices:

Name:

Title:

E/m address for notices:

Appendix A

Insert description of scope of collaboration, including any specific event/initiative/instructions relevant to the collaboration