

CO-CREATION AGREEMENT

This Co-Creation Agreement (this "Agreement") is entered into by and between [COMPANY 1], a [STATE OF FORMATION + ENTITY TYPE] ("First Collaborator") and [COMPANY 2], a [STATE OF FORMATION + ENTITY TYPE] ("Second Collaborator"), as of the [DATE].

WHEREAS, the parties desire to jointly create an online educational course with the primary purpose to educate [AUDIENCE] about [TOPIC] (the "Course"); and

WHEREAS, the parties have agreed that the creation of the Course shall be conducted as a joint venture between the parties pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope and Description of the Joint Venture.

- a. The parties hereby create a joint venture (the "Venture") to arrange for the design and development of the Course.
- b. The Venture shall be conducted at all times in compliance with the plan set forth on Exhibit A (the "Master Plan") attached hereto, including, but not limited to the provisions of the Master Plan relating to the roles of each party, specifications related to content and design, cost projections and production costs.

2. Contributions to the Venture.

- a. Both parties shall have the authority to manage the Venture, but all major decisions regarding the Venture and the Course shall be made unanimously.
- b. Both parties shall financially contribute equally to the expenses associated with the Venture, unless otherwise agreed to between the parties in writing.

3. Compensation. The parties shall each receive fifty percent (50%) of all revenue generated by the Course, unless otherwise agreed to between the parties in writing. All losses of the Venture shall also be allocated equally between the parties.

[INCLUDE ANY OTHER SPECIAL COMPENSATION TERMS IN THE MASTER PLAN]

4. Representations and Warranties.

- a. The parties represent and warrant that each is an entity that is validly existing and in good standing under the laws of their respective states of formation and

- have all necessary corporate powers to carry on business as now owned and operated, and further, that each has the authority to enter into this Agreement and to carry out all business hereunder.
- b. The parties represent and warrant that each is capable of performing the work necessary to complete and manage the Course.
 - c. The parties represent and warrant that each is the owner of all intellectual property that will be used in connection with the development of the Course and no materials used in connection with the Course will result in an infringement of a third party's patent, copyright or trademark.
5. Copyright. The Course shall be copyrighted in the names of both parties. Both parties shall equally hold all right, title and interest in and to the Course and any other exploitation of the Work.
 6. Termination of Joint Venture. The Venture shall terminate at the election of either of the parties, exercised by giving written notice to the other party, upon the occurrence of any of the following events:
 - a. The death or legal incapacity of either of the parties; or
 - b. The material breach by any of the parties, of any material term or condition of this Agreement.
 7. Effect of Termination. Upon a termination of this Agreement as set forth in Section 6, the terminating party shall have the right to make an offer to the non-terminating party within 30 calendar days from the termination date for the purchase of all right, title and interest in and to the Course at a purchase price equal to the total actual costs incurred by the Venture in connection with its operations prior to such terminating event. If the terminating party does not desire to purchase the Course, the parties shall reasonably cooperate to wind up the Venture and its operations and then divide all remaining profits and losses equally, as set forth herein.
 8. Indemnification. The parties shall each indemnify and hold harmless the other party from any and all expenses, liabilities, debts, costs, claims, demands and other amounts (including, but not limited to, all reasonable attorneys' fees) incurred in handling or defending any proceeding, lawsuit or claim asserted against or incurred by the other party as a result of any act, conduct or omission of the other party in connection with the development and management of the Venture.
 9. Miscellaneous.
 - a. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings

of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

- b. Should any term, condition or provision of this Agreement be found to be invalid or unenforceable, such finding shall in no way affect the validity or enforceability of all other terms, conditions and provisions hereof, and such terms, conditions and provisions shall be valid and enforceable as if the invalid or unenforceable term, condition or provision was never a part hereof.
- c. The parties acknowledge that the services to be provided hereunder are of a personal nature to the other party and that this Agreement or any duties hereunder cannot be assigned to a third party without the prior written consent of the other party, which consent shall be at their sole option and discretion.
- d. This Agreement shall be construed in accordance with and governed by the laws of the State of [STATE].
- e. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

[COMPANY 1]

By: _____
Name:
Title:

[COMPANY 2]

By: _____
Name:
Title:

EXHIBIT A

Master Plan

[Include all known details about the Course here—special design ideas, roles and responsibilities of each party, special compensation structure, what things are expected to cost, specifically how are these expenses to be paid, etc.]