

**39-Joint Marketing Agreement:** Outlines collaborative marketing efforts.

## Joint Marketing Agreement

**Effective Date:** [Date]

**Between:**

**Party A:** [Party A's Full Name or Company Name], located at [Party A's Address].

**Party B:** [Party B's Full Name or Company Name], located at [Party B's Address].

*(Additional parties may be added if applicable.)*

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### 1. Purpose of Agreement

- **1.1** The purpose of this Agreement is to define the terms and conditions under which Party A and Party B will collaborate in joint marketing activities to promote their respective or mutual products and services.
  - **1.2** Both parties seek to benefit from their combined efforts and resources to expand their market reach, enhance brand visibility, and increase sales.
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### 2. Joint Marketing Activities

- **2.1 Description of Marketing Activities:** The parties agree to engage in the following joint marketing activities (the "Marketing Activities"):
    - **a.** Co-branded advertising campaigns (e.g., online, print, or broadcast media).
    - **b.** Joint promotional events (e.g., webinars, trade shows, or product demonstrations).
    - **c.** Content collaboration (e.g., blog posts, white papers, case studies).
    - **d.** Cross-promotions (e.g., sharing content, email marketing).
  - **2.2 Marketing Materials:** Each party shall contribute to the creation and production of marketing materials, including but not limited to:
    - **a.** Logos and branding elements.
    - **b.** Written content and advertising copy.
    - **c.** Visual media, such as images and videos.
    - **d.** Marketing collateral, such as brochures or presentations.
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### 3. Roles and Responsibilities

- **3.1 Party A's Responsibilities:**
    - a. Contribute [specify resources, budget, or other support] to the joint marketing activities.
    - b. Promote the joint campaign through [specific channels, such as social media, email, or paid advertising].
    - c. Provide timely feedback on marketing materials and approval of shared content.
  - **3.2 Party B's Responsibilities:**
    - a. Contribute [specify resources, budget, or other support] to the joint marketing activities.
    - b. Promote the joint campaign through [specific channels, such as social media, email, or paid advertising].
    - c. Provide timely feedback on marketing materials and approval of shared content.
  - **3.3 Joint Responsibilities:**
    - a. Both parties agree to collaborate in good faith and promptly provide any necessary information, approvals, or materials needed to execute the Marketing Activities.
    - b. Both parties shall work together to ensure the timely execution of all campaigns and events.
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#### 4. Costs and Contributions

- **4.1 Cost Sharing:** The parties agree to share the costs associated with the joint marketing activities as follows:
    - a. Party A will cover [Percentage]% of the total cost.
    - b. Party B will cover [Percentage]% of the total cost.
  - **4.2 Invoices:** Each party shall be responsible for any expenses directly incurred by them. Any shared costs will be invoiced by the party who incurs the costs, and the other party shall reimburse within [Number] days of receiving the invoice.
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#### 5. Intellectual Property Rights

- **5.1 Ownership:** Each party retains ownership of its respective trademarks, logos, and intellectual property used in the joint marketing activities.
- **5.2 License:** Each party grants the other party a limited, non-exclusive, royalty-free license to use its intellectual property solely for the purpose of executing the Marketing Activities under this Agreement.
- **5.3 No Transfer of Ownership:** Except as expressly provided in this Agreement, nothing in this Agreement shall transfer any ownership rights in any intellectual property from one party to the other.

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## 6. Confidentiality

- **6.1** The parties agree to keep confidential any proprietary or sensitive information disclosed during the course of the joint marketing activities, including business strategies, financial information, or customer data.
- **6.2** Confidential information shall not be disclosed to third parties without the prior written consent of the disclosing party, except as required by law.

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## 7. Performance and Reporting

- **7.1 Performance Metrics:** The parties agree to track the performance of the joint marketing efforts, including metrics such as:
  - a. Return on investment (ROI).
  - b. Lead generation and sales conversions.
  - c. Website traffic and engagement.
- **7.2 Reporting:** Each party agrees to provide periodic reports on the progress and performance of the joint marketing activities, to be shared on a [monthly/quarterly] basis.

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## 8. Term and Termination

- **8.1 Term:** This Agreement shall commence on the Effective Date and continue for a period of [Number] months/years, unless terminated earlier in accordance with the terms of this Agreement.
- **8.2 Termination by Either Party:** Either party may terminate this Agreement for convenience by providing [Number] days' written notice to the other party.
- **8.3 Termination for Breach:** Either party may terminate this Agreement for material breach by the other party, provided the breaching party fails to cure such breach within [Number] days after receiving written notice of the breach.
- **8.4 Effect of Termination:** Upon termination, each party shall cease using the other party's intellectual property and return or destroy any confidential information provided under this Agreement.

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## 9. Governing Law and Dispute Resolution

- **9.1 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law principles.
- **9.2 Dispute Resolution:** Any disputes arising under or related to this Agreement shall first be submitted to mediation. If mediation is unsuccessful, the dispute shall be

resolved through binding arbitration in accordance with the rules of [Arbitration Organization] in [Jurisdiction].

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## **10. Notices**

- **10.1** Any notices required or permitted under this Agreement shall be in writing and delivered to the parties at their respective addresses provided above, either personally, by certified mail, or by email to [Email Addresses].
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## **11. Entire Agreement**

- **11.1** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.
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## **12. Amendments**

- **12.1** Any amendments to this Agreement must be made in writing and signed by both parties.
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## **13. Severability**

- **13.1** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
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## **14. Counterparts and Electronic Signatures**

- **14.1** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
  - **14.2** Signatures transmitted electronically or by facsimile shall be deemed valid execution of this Agreement.
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**IN WITNESS WHEREOF**, the parties have executed this Joint Marketing Agreement as of the Effective Date.

**Party A**

Signature: \_\_\_\_\_

Name: [Party A's Full Name]

Title: [Title]

Date: \_\_\_\_\_

**Party B**

Signature: \_\_\_\_\_

Name: [Party B's Full Name]

Title: [Title]

Date: \_\_\_\_\_

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**Disclaimer:** This template is provided for informational purposes only and does not constitute legal advice. Joint marketing agreements can involve significant legal and financial obligations, and it is recommended to consult a qualified attorney to ensure that any agreement meets all legal requirements and addresses the specific needs of both parties.