**Microsoft Corporation Collaboration Agreement**

This Microsoft Corporation Collaboration Agreement (the *“Agreement”*) is between Microsoft Corporation, a Washington State company, (*“Microsoft”*) and [insert company or partner name], a (the *“Partner”*). The Agreement will be effective on first of January, 2015 (the “*Effective Date*”).

This Agreement consists of the terms and conditions below.

**Addresses and contacts for notices**

|  |  |
| --- | --- |
| **Microsoft** | **Partner** |
| Vesa Juvonen | Attention: |
| Keilaranta 7, 00250 Espoo, Finland | Address: |
| -358505813327 | Phone Number: |
| Vesa.juvonen@microsoft.com | Fax Number: |
|  | E-mail: |
|  | Other contact address: |

**Agreed and accepted**

|  |  |
| --- | --- |
| **Microsoft** | **Partner** |
| Signature: | Signature: |
| Name: Vesa Juvonen | Name: |
| Title: Senior Program Manager | Title: |
| Date: [insert month date, year] | Date: [insert month date, year] |

1. **Purpose**

This Agreement sets forth general terms and conditions for the parties’ Collaboration relationship for the Office365 Developer Patterns and Practices “Project”.

1. **Definitions**
   1. *“Affiliate”* is any legal entity that owns, is owned by, or is commonly owned with a party. *“Own”* means having more than 50% ownership or the right to direct the management of the entity;
   2. *“Confidential Information”* means non-public information, know-how, and trade secrets in any form, that:
      1. Are designated as being confidential; or
      2. A reasonable person knows or reasonably should understand to be confidential.

The following types of information, however marked, are not Confidential Information. Information that:

* + - 1. Is, or becomes, publicly available without a breach of this Agreement;
      2. Was lawfully known to the receiver of the information without an obligation to keep it confidential;
      3. Is received from another source who can disclose it lawfully and without an obligation to keep it confidential;
      4. Is independently developed; or
      5. Is a comment or suggestion one party volunteers about the other’s business, products or services.

1. **Obligations**. Each party will perform the Obligations described below:

**Microsoft Obligations:**

* Microsoft will provide Partner with the Project acceptance criteria and timeline.
* Microsoft will use commercially reasonable efforts to acknowledge Partner as a virtual member of the Project team on the Project web site.

**Partner Obligations:**

* Partner acknowledges they agree to the GitHub [terms of service](https://help.github.com/terms) and [privacy policy](https://help.github.com/privacy).
* Partner will participate as a virtual member of the Project team and help manage the Project.
* Partner will assist with the review and approval of open source contributions to the Project based upon the acceptance criteria and timeline provided by Microsoft.

1. **Term and termination**
   1. **Term**.The term of this Agreement starts on the Effective Date and continues unless terminated earlier by either party according to Section 4(b) (Termination) below.
   2. **Termination**.
      1. Microsoft may terminate this Agreement at any time upon notice to Partner. Termination may be without cause or the intervention of the courts. Microsoft will not be liable for any costs or damages resulting from termination.
      2. Either party may terminate this Agreement immediately for cause if the other party breaches this Agreement and fails to cure the breach within 30 days’ notice. Any notice of breach must be clearly marked “Notice of Breach of Contract.”
      3. Either party may terminate this Agreement immediately for cause and without notice if the other party breaches Section 5 (Confidentiality) or infringes that party’s intellectual property rights.
   3. **Effect of termination**.On termination of the Agreement:
      1. The terms of the Agreement will survive until they are completed or are terminated by the parties.
   4. **Survival.** Sections 5 (Confidentiality), 6 (Representations and warranties), 7 (Indemnification), 8 (Limitation of liability), and 9 (Miscellaneous) will survive expiration or termination of this Agreement.
2. **Confidentiality**

If the parties have an existing nondisclosure agreement, then that agreement applies to information exchanges. If not, then the following applies:

* 1. Neither party will disclose the other’s Confidential Information to third parties. Each party will use such information only for purposes of this business relationship. Each party agrees to take reasonable steps to protect the other’s Confidential Information.
  2. Each party may disclose the other’s Confidential Information to Affiliates, employees, and contractors. If disclosed, the disclosing party remains responsible for any unauthorized use or disclosure. These disclosures may be made only on a need-to-know basis, subject to the obligations of this section.

1. **Representations and warranties**
   1. Partner represents and warrants that:
      1. It has the right, power and authority to enter into this Agreement and perform according to its terms;
      2. The performance of its obligations will not breach any agreements with a third party;
   2. **Disclaimer.** EXCEPT AS PROVIDED HEREIN, THE PARTIES DISCLAIM ALL OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES. THIS INCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THIS ALSO INCLUDES ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. [OTHERS THAT MAY BE INCLUDED ARE LACK OF VIRUSES, QUIET ENJOYMENT, SCOPE OF LICENSE, LACK OF ERRORS, SATISFACTORY CONDITION, OR QUALITY.
2. **Indemnification**

Each party will indemnify, defend, and hold the other party and its officers, directors, employees, contractors, Affiliates, and agents harmless from any and all claims, suits, demands, costs, liabilities, expenses, and damages (including reasonable attorneys’ costs and fees) related to the breach of this Agreement. The indemnified party may participate in its defense with its own counsel at its sole expense. The indemnifying party will not settle or resolve any such claims or liabilities without the indemnified party’s prior written consent. Such consent will not be unreasonably withheld.

1. **Limitation of liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER THE PARTIES HAD BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. THIS EXCLUSION WILL NOT APPLY TO EITHER PARTY’S LIABILITY FOR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR VIOLATION OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS.

1. **Miscellaneous** 
   1. **Nonexclusivity**.This Agreement is nonexclusive. It does not restrict either party from entering into the same or similar activities with any third party.
   2. **Relationship**.The parties are independent contractors. This Agreement does not create an employer-employee relationship, partnership, joint venture, or agency relationship and does not create a franchise. Neither Partner nor any of its representatives may make any representation, warranty, or promise on Microsoft’s behalf*.*
   3. **Notices.** Notices may be provided either by electronic or physical mail. The person(s) identified on the first page of this Agreement will receive notices on behalf of their respective company. Either party may change the persons to whom notices will be sent by giving notice to the other.
   4. **Jurisdiction and governing law**.The laws of the State of Washington govern this Agreement. If federal jurisdiction exists, the parties consent to exclusive jurisdiction and venue in the federal courts in King County, Washington. If not, the parties consent to the exclusive jurisdiction and venue in the Superior Court of King County, Washington.
   5. **Attorneys’ fees**. If either Microsoft or Partner employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs, and other expenses, including the costs and fees incurred on appeal or in a bankruptcy or similar action.
   6. **Waiver**.A party’s delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.
   7. **Severability**. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.
   8. **Assignment**. Either party may assign this Agreement to an Affiliate. If either party assigns this Agreement, it must notify the other in writing. Any other assignment requires prior written approval of the other party.