

Contrato de Alianza Estratégica en Inglés

STRATEGIC ALLIANCE CONTRACT

DATE:

BETWEEN:

..... [*company legal name*] whose registered office is at [*address, city and country*] and registration/fiscal number is, represented by [*surname and first name, position*] (hereinafter referred to as "Company A"),

AND:

..... [*company legal name*] whose registered office is at [*address, city and country*] and registration/fiscal number is, represented by [*surname and first name, position*] (hereinafter referred to as "Company B").

Both parties express a mutual recognition of their legal authority to enter into this Strategic Alliance Agreement and declare that:

- I.** Company A is a company based in, which operates in [*mention countries*] and extensive experience in the sector, its core activity being
- II.** Company B is a company based in, which operates in [*mention countries*] and extensive experience in the sector, its core activity being
- III.** The Parties believe that there are mutual benefits to be achieved by working together and have agreed to establish a Strategic Alliance (the "Alliance") in the field of [*specify*] on the terms of this Agreement.

ARTICLE 1. OBJECTIVES OF THE ALLIANCE

- 1.1. The Parties agree to establish an Alliance whose primary objectives are [*specify primary objectives; the following are examples*]:
 - 1.1.1 To explore the various synergies which may be obtained by working together, particularly in the field of [*specify*].

- 1.1.2 To undertake joint research Projects as may be agreed and consider the joint commercial exploitation of any new technology or products resulting from their joint research.
 - 1.1.3 To make Company A's technical expertise in the field of [specify] available to Company B in order to develop its business in [describe].
 - 1.1.4 Generally, to explore commercial agreements that will be for the mutual benefit of the Parties.
- 1.2 Each Party acknowledges that the success of the Alliance will require a cooperative working relationship based upon good communications and team work between the Parties at all levels.
- 1.3 *Alternative A [when an Action Plan of the Alliance is not included as Annex of the Contract]*

The Parties confirm their intention to establish and develop the Alliance in accordance with the principles set in this Contract with a view to achieving the success of the Alliance in their mutual best interests.

Alternative B [when an Action Plan of the Alliance is included as an Annex of the Contract]

The Parties confirm their intention to establish and develop the Alliance in accordance with the principles set in this Contract with a view to achieving the success of the Alliance in their mutual best interests, including the targets and other goals set out in the Alliance Action Plan included in the Annex 1 of this Contract.

ARTICLE 2. TERRITORY

Alternative A. The territory in which the Alliance is concerned shall be the whole of [mention country or countries].

Alternative B. The territory in which the Alliance is concerned shall be initially the whole of [mention country or countries], and at a later stage the territory that includes [mention country or countries].

ARTICLE 3. MANAGEMENT COMMITTEE

3.1 The Parties shall establish a committee ("Management Committee) responsible for overall organization, direction and management of the Alliance.

3.2 The functions of the Management Committee will include, inter alia:

3.2.1 To give strategic and operational direction to the Alliance;

- 3.2.2 To approve particular Projects to be carried out through the Alliance, including any financing commitments of the Parties for those approved Projects;
 - 3.2.3 To establish targets and goals in order that the progress of the Alliance can be measured;
 - 3.2.4 To identify and evaluate resources required to support the Alliance and agree the responsibilities of each Party to provide those resources;
 - 3.2.5 To ensure that communications between the Parties are maintained actively and in a coordinated manner; and
 - 3.2.6 To provide a forum in which any problems can be addressed constructively and resolved.
- 3.3 Each Party shall appoint [*insert number, usually between 2 and 5*] representatives to be members of the Management Committee and shall consult with the other Party before any such appointment or any change in representation.
- 3.4 Each member of the Management Committee shall have one vote. Decisions shall be made by simple majority vote, provided that at least one representative of each Party is included in that majority vote.
- 3.5 The first members of the Management Committee shall be:
- Mr./Ms. [*insert name*], appointed by Company A.
 Mr./Ms. [*insert name*], appointed by Company A.
 Mr./Ms. [*insert name*], appointed by Company A.
- Mr./Ms. [*insert name*], appointed by Company B.
 Mr./Ms. [*insert name*], appointed by Company B.
 Mr./Ms. [*insert name*], appointed by Company B.
- 3.6 The Chairman of the Management Committee shall be nominated by [*insert Company A o Company B*], but shall not have any casting vote.
- 3.7 The Management Committee shall meet regularly (either by telephone, by video conference or in person) and, unless otherwise agreed, at least once every quarter. Unless otherwise agreed, the venue (if the meeting is in person) shall alternate

between the Parties. Communication on a regular basis shall be encouraged between members of the Management Committee.

- 3.8 Any decision made by the Management Committee in relation to the Alliance shall be binding and, where requiring action by the Parties, shall be carried into effect by the Parties. A failure by a Party to comply shall be considered a breach of this Contract.

ARTICLE 4. CONTRIBUTIONS OF THE PARTIES

- 4.1 It is intended that each Party shall contribute particular knowledge, skills or services to assist the establishment and success of the Alliance. The general responsibilities of each Party are set out in this Article 3.

- 4.2 The general contributions of Company A towards de Alliance shall be [*these are only examples that should be adapted to each contract*]:

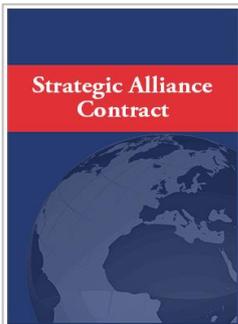
4.2.1 To provide general assistance (including through the provision of training) in the field of [*specify*] on reasonable terms to be agreed between the Parties through the Management Committee.

4.2.2 [*insert another contribution*].

4.2.3 [*insert another contribution*].

- 4.3 The general contributions of Company B towards the Alliance shall be [*these are only examples that should be adapted to each contract*]:

4.3.1 To use its contacts, knowledge and distribution network [*insert country*] to assist the promotion and sale on Company A's products.



Esta es una muestra del Contrato de Alianza Estratégica en Inglés.

Para obtener más información sobre este contrato haga clic en:

[CONTRATO DE ALIANZA ESTRATEGICA EN INGLÉS - STRATEGIC ALLIANCE CONTRACT](#)

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- Contrato de Agente Comercial
- Contrato de Comisión Ventas
- Contrato de Prestación Servicios
- Contrato de Consultoría Empresas
- Contrato de Suministro de Productos
- Contrato de Fabricación de Productos
- Contrato de Franquicia Individual
- Contrato de Máster Franquicia
- Contrato de Alianza Estratégica

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- Contrato de Licencia de Marca
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- Contrato de Trabajo Indefinido
- Contrato de Trabajo Temporal
- Contrato de Trabajador Autónomo

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- Confidencialidad entre Empresas
- Confidencialidad de Producto o Idea
- Confidencialidad para Empleados
- Confidencialidad para Consultores

CONSTITUCIÓN DE EMPRESAS

- Sociedad Anónima
- Sociedad Limitada
- Sociedad Limitada Unipersonal
- Sociedad Limitada Profesional
- Unión Temporal de Empresas (UTE)
- Agrupación de Interés Económico (AIE)
- Fundación de Ámbito Estatal

DOCUMENTOS PARA EMPRESAS

- Pacto de Socios para Crear Empresa
- Pacto de Socios con Inversor
- Plan de Negocio para Inversores
- Propuesta de Negocio para Inversores
- Memorándum de Entendimiento
- Cartas de Intenciones para Empresas
- Poderes Mercantiles para Empresas

CONTRATOS EN INGLÉS

- Export Contract
- Import Contract
- Distribution Contract
- Agency Contract
- Service Provider Contract
- Strategic Alliance Contract

DOCUMENTOS EN INGLÉS

- Shareholders Agreement
- Investors Agreement
- Business Plan for Investors
- Business Proposal for Investors

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