**BUSINESS DEVELOPMENT AGREEMENT**

This Business Development Agreement (referred to as the “**Agreement**”) is entered into as of [INSERT DATE] (the “**Effective Date**”), by and between [COMPANY NAME], a [STATE/COUNTRY] [corporation/LLC/other entity type] with its principal place of business at [ADDRESS] (the “**Company**”), and [PARTNER NAME], a [STATE/COUNTRY] [corporation/LLC/other entity type] with its principal place of business at [ADDRESS] (the “**Business Development Partner**”). The Company and the Business Development Partner are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”.

The Company desires to expand its market presence, generate new business opportunities, and drive revenue growth through strategic business development initiatives.

The Business Development Partner possesses the expertise, resources, and network to identify, pursue, and secure new business opportunities on behalf of the Company.

The Parties wish to establish a mutually beneficial relationship whereby the Business Development Partner will perform certain business development services for the Company as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows.

1. **SCOPE OF SERVICES**
   1. The purpose of this Agreement is to define the terms and conditions under which the Business Development Partner will provide the Business Development Services for the Company. For the purposes of this Agreement, “**Business Development Services**” means the services to be provided by the Business Development Partner to the Company, including, without limitation: identifying potential business opportunities, qualifying prospects, facilitating introductions, negotiating preliminary terms, and providing market intelligence and strategic advice, as further described in Schedule 1.
   2. The arrangement made under this Agreement between the Parties is non-exclusive. Accordingly, the Company shall be entitled to engage other parties besides the Business Development Partner for similar and/or the same services hereunder, and the Business Development Partner shall be able to provide the services provided hereunder to other customers.
   3. Any changes to the scope of Business Development Services shall be agreed upon in writing by both Parties and may result in adjustments to fees, timelines, or other terms as necessary.
2. **PREREQUISITES**
   1. The Parties shall cooperate in good faith and exchange any documents or information that may be useful for the proper performance of the Agreement.
   2. In particular, each Party shall, upon request, promptly provide the other Party with all information, assistance, materials, and resources that the other Party may reasonably require from time to time in connection with the performance of its obligations under this Agreement.
3. **BUSINESS DEVELOPMENT PARTNER OBLIGATIONS**
   1. The Business Development Partner shall:
      1. perform the Business Development Services as detailed in Schedule 1;
      2. identify and pursue potential business opportunities that align with the Company’s strategic objectives;
      3. qualify leads and prospects and facilitate introductions between prospective customers and the Company’s sales team;
      4. assist in preparing proposals, presentations, and other marketing materials as necessary;
      5. collaborate with the Company’s internal teams to ensure alignment on strategic priorities and business development goals;
      6. allocate sufficient resources and qualified personnel to execute the Business Development Services effectively;
      7. provide necessary training or support to staff, ensuring they are familiar with the Company’s requirements and standards;
      8. designate a primary point of contact to facilitate regular communication with the Company;
      9. provide timely updates, status reports, and any requested documentation or performance metrics as outlined in Schedule 2;
      10. comply with all applicable laws, regulations, and industry standards in the execution of the Business Development Services;
      11. implement quality control measures to monitor and ensure the accuracy and reliability of all work performed; and
      12. promptly address and resolve any issues, delays, or discrepancies that may arise during the performance of the Business Development Services, notifying the Company immediately of any potential impact on timelines or deliverables.
   2. The Parties agree that the Business Development Partner’s performance will be evaluated based on agreed metrics, such as the number of qualified leads, conversion rates, and the volume of New Business generated, as detailed in Schedule 2. For the purposes of this Agreement, “**New Business**” means any new customer relationship, sale, or contract that results directly from the efforts of the Business Development Partner during the term of this Agreement.
4. **COMPANY OBLIGATIONS**
   1. The Company shall:
      1. supply the Business Development Partner with complete, accurate, and timely information, specifications, and any other documentation necessary to perform the Business Development Services as described in Schedule 1;
      2. notify the Business Development Partner promptly of any changes or updates to the scope, requirements, or specifications;
      3. make timely payments in accordance with the terms outlined in Section 5, including any applicable deposits and subsequent payments;
      4. reimburse pre-approved, documented out-of-pocket expenses incurred by the Business Development Partner in connection with the Business Development Services;
      5. designate a primary point of contact to facilitate effective communication and collaboration with the Business Development Partner;
      6. provide the Business Development Partner with necessary access to systems, facilities, or additional resources as needed for the performance of the Business Development Services; and
      7. provide constructive feedback and timely responses to queries or requests for clarification from the Business Development Partner.
5. **FEES, PAYMENTS, AND EXPENSES**
   1. The Company shall pay the Business Development Partner a Referral Fee calculated as [X]% of the Net Revenue from all New Business directly attributable to the efforts of the Business Development Partner. For the purposes of this Agreement: (i) “**Net Revenue**” means the gross revenue received from New Business, less any applicable discounts, refunds, and taxes; and (ii) “**Referral Fees**” means the fee or commission payable to the Business Development Partner as a result of successful New Business generated as defined herein.
   2. Referral Fees will be calculated quarterly and paid within [NUMBER] days after the end of each calendar quarter, provided that the New Business remains active and revenue is collected.
   3. Any dispute regarding an invoice must be raised in writing within [NUMBER] days of receipt. The Parties agree to work in good faith to resolve any discrepancies.
   4. All payments shall be made in U.S. Dollars (USD) via bank transfer, check, or any other mutually agreed payment method.
   5. The Company shall reimburse the Business Development Partner for reasonable and pre-approved out-of-pocket expenses incurred in connection with the performance of the Business Development Services. These may include travel, lodging, materials, and third-party service fees.
   6. All reimbursable expenses must be supported by proper documentation (e.g., receipts, invoices) and submitted with the corresponding invoice.
   7. Any amounts not paid by the due date shall accrue interest at a rate of [PERCENTAGE]% per month (or the maximum rate permitted by applicable law) until the outstanding balance is paid in full.
   8. If the Company disputes any invoiced amount, the Company must notify the Business Development Partner in writing within [NUMBER] days of the invoice date. The Parties will work in good faith to resolve any discrepancies prior to processing the payment.
6. **INTELLECTUAL PROPERTY RIGHTS**
   1. All intellectual property rights in materials, specifications, designs, trademarks, and proprietary information provided by the Company shall remain the exclusive property of the Company.
   2. All intellectual property rights in processes, methodologies, software, or proprietary tools developed solely by the Business Development Partner in connection with the Business Development Services under this Agreement shall remain the exclusive property of the Business Development Partner.
   3. Any intellectual property developed jointly by the Parties specifically for the purposes of this Agreement shall be jointly owned by the Parties, unless otherwise agreed in writing.
   4. The Company grants the Business Development Partner a limited, non-exclusive, non-transferable, royalty-free license to use the Company’s intellectual property solely for the purpose of performing the Business Development Services under this Agreement. This license is strictly for internal use and for performing its duties and obligations under this Agreement.
   5. Each Party shall use the other Party’s intellectual property only as necessary to fulfill its obligations under this Agreement and solely for purposes directly related to the Business Development Services provided.
   6. Neither Party shall modify, adapt, decompile, reverse-engineer, or create derivative works based on the other Party’s intellectual property without obtaining prior written consent. Use of the other Party’s intellectual property for any purpose beyond the scope of this Agreement is strictly prohibited.
   7. Any third-party intellectual property incorporated in materials provided under this Agreement is subject to its own licensing terms. Each Party represents that it has secured all necessary rights and permissions to use any such third-party materials, and neither Party shall be liable for any claims arising from the unauthorized use of these materials.
   8. The provisions of this Section shall survive the termination or expiration of this Agreement, ensuring that all rights and restrictions relating to intellectual property continue to be enforced.
7. **CONFIDENTIALITY**
   1. From time to time during the duration of this Agreement, either Party (as the "**Discloser**") may disclose or make available to the other Party (as the "**Recipient**"), non-public, proprietary, and confidential information of Discloser [whether or not marked or labeled as "confidential"/that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within [NUMBER] days thereafter, is summarized in writing and confirmed as confidential] ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Recipient's breach of this Section 7; (ii) is or becomes available to the Recipient on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information after due inquiry; (iii) was in the Recipient's possession prior to the Discloser's disclosure hereunder; or (iv) was or is independently developed by the Recipient without using any Confidential Information.
   2. The Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to members of the Recipient's Group who need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. For purposes of this Section 7, "**Recipient's Group**" means the Recipient's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.
   3. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser's sole cost and expense, a protective order or other remedy.
   4. The Recipient shall be responsible for any breach of the foregoing obligations by any member of the Recipient’s Group.
8. **LIMITATION OF LIABILITY**
   1. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.
   2. SUBJECT TO SECTION 8.1, IN NO EVENT SHALL EITHER PARTY’S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL FEES PAID BY THE COMPANY TO THE BUSINESS DEVELOPMENT PARTNER UNDER THIS AGREEMENT.
9. **TERM**

This Agreement shall commence on the Effective Date and continue for an initial term of [NUMBER] years, unless terminated earlier in accordance with Section 10.

1. **TERMINATION**
   1. Either Party may immediately terminate this Agreement upon written notice if this other Party:
      1. materially breaches this Agreement, and such breach is incapable of cure, or, if the breach is capable of cure, fails to cure such breach within [NUMBER] days after receiving written notice of the breach;
      2. becomes insolvent or is generally unable to pay its debts as they become due;
      3. files, or has filed against it, a petition for voluntary or involuntary bankruptcy, or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
      4. makes or seeks to make a general assignment for the benefit of its creditors;
      5. applies for, or has appointed, a receiver, trustee, custodian, or similar agent by order of a court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
      6. is dissolved or liquidated.
   2. Either Party may terminate this Agreement for convenience upon [NUMBER] days’ written notice.
   3. The expiration or termination of this Agreement shall not affect any rights or obligations that: (i) are intended to survive such expiration or termination; and (ii) were incurred by the Parties prior to such expiration or termination.
   4. Upon the expiration or termination of this Agreement for any reason, each Party shall promptly:
      1. [return to the other Party/destroy] all documents and tangible materials (including any copies) containing, reflecting, incorporating, or based on the other Party’s Confidential Information;
      2. permanently erase all of the other Party’s Confidential Information from its computer systems, [except for copies that are: (i) required to be retained under applicable laws; or (ii) maintained as archive copies on its disaster recovery or information technology backup systems, which shall be destroyed upon the normal expiration of such backup files, or as otherwise required by law]; and
      3. certify in writing to the other Party that it has complied with these requirements.
2. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without regard to its conflict of laws principles. Any legal action arising out of this Agreement shall be brought exclusively in the state or federal courts located in the State of Vermont, and each Party consents to the jurisdiction of such courts.

1. **NOTICES**

All notices under this Agreement shall be in writing and delivered by personal delivery, courier service with tracking, certified or registered mail (postage prepaid), or email (with confirmation of receipt).

1. **ENTIRE AGREEMENT**

This Agreement, including all schedules and attachments, constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior negotiations, communications, and agreements.

1. **AMENDMENTS**

Any amendments or modifications to this Agreement must be in writing and signed by both Parties.

1. **SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

1. **ASSIGNMENT**

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except in connection with a merger or sale of substantially all of its assets.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[COMPANY NAME]  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[BUSINESS DEVELOPMENT PARTNER NAME]  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE 1**

**BUSINESS DEVELOPMENT SERVICES**

[INSERT BUSINESS DEVELOPMENT SERVICES TO BE PROVIDED BY BUSINESS DEVELOPMENT PARTNER]

**SCHEDULE 2**

**PERFORMANCE METRICS AND INCENTIVES**

[INSERT PERFORMANCE METRICS AND INCENTIVE PAYMENTS FOR THE SAME]