

Date: [Insert Date]

To:

[Recipient Name]
[Recipient Title/Position]
[Company/Organization Name]
[Company Address Line 1]
[Company Address Line 2]

Subject: Letter of Intent for Business Collaboration and Intellectual Property Protection

Dear [Recipient Name],

This Letter of Intent ("LOI") serves as an expression of our mutual interest in entering into a business collaboration between [Your Company Name] and [Recipient/Partner Company Name] (together, the "Parties"). The primary intent of this LOI is to outline the preliminary terms and understanding regarding the management, protection, and use of intellectual property ("IP") in the context of this prospective collaboration.

1. Purpose

The Parties acknowledge their intention to cooperate in [briefly describe the purpose or nature of the collaboration, e.g., joint research, product development, or service provision]. Both Parties recognize the importance of clear agreements regarding the creation, use, exchange, and protection of intellectual property generated or shared during this collaboration.

2. Intellectual Property Ownership

Any pre-existing IP owned by either Party prior to the commencement of the collaboration shall remain the sole and exclusive property of that Party. Newly developed IP created solely by one Party in the course of the collaboration shall be owned by the creating Party. Jointly developed IP shall be jointly owned, with the terms of use, management, and commercialization to be further negotiated and documented in a definitive agreement.

3. Confidentiality

Both Parties agree to treat all proprietary information, trade secrets, technical data, and any other confidential material exchanged during the collaboration with strict confidentiality. The Parties undertake not to disclose such information to any third party without prior written consent and agree to use reasonable measures to safeguard such information.

4. Usage Permissions

Each Party shall use the other Party's IP only for purposes related to the collaboration and shall not exploit such IP for any other purpose without prior written authorization. Specific licenses and permissions for use of IP will be addressed in a subsequent definitive agreement.

5. Term and Termination

This LOI is non-binding and shall remain in effect until the execution of a definitive agreement or until terminated by either Party with written notice. Obligations related to confidentiality and IP protection shall survive termination of this LOI.

6. Further Agreements

The Parties acknowledge that this LOI is a statement of intent and agree to negotiate in good faith to finalize a legally binding agreement detailing the full terms and conditions regarding the collaboration and the management of intellectual property.

If the foregoing accurately reflects your understanding, please indicate your agreement by signing below.

Sincerely,

[Your Name]
[Your Title/Position]
[Your Company/Organization Name]
[Your Contact Information]

[Recipient Name]
[Recipient Title/Position]
[Company/Organization Name]
Date: _____

