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# Introduction and Purpose

## Introduction

This Collaboration Agreement is made and entered into as of August 9, 2025, by and between Docupal Demo, LLC, a limited liability company organized under the laws of the United States, with its principal address at 23 Main St, Anytown, CA 90210 ("Docupal Demo") and Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

## Purpose of Agreement

This Agreement sets forth the terms and conditions under which Docupal Demo and ACME-1 will collaborate on a joint community health program. Both Docupal Demo and ACME-1 share a commitment to improving community health and well-being. Both parties also aim to promote social equity and empower vulnerable populations through collaborative efforts.

## Objectives

The primary goal of this collaboration is to jointly implement a community health program in underprivileged areas. The expected outcomes from this Agreement include:

- Improved health outcomes for target communities.
- Increased access to healthcare services.
- Enhanced community participation in health initiatives.

This collaboration leverages the strengths and resources of both organizations to achieve a greater impact than either could accomplish alone.



# Roles and Responsibilities

This section outlines the roles, obligations, and contributions of each party, DocuPal Demo, LLC and ACME-1, in this collaboration. Both parties will work together to ensure the successful implementation of the community health program.

## DocuPal Demo, LLC Responsibilities

DocuPal Demo, LLC will provide technological support and data analysis for the program. This includes:

- Developing and maintaining the software platform used for data collection and program monitoring. The IT Department will lead this effort.
- Ensuring data security and privacy in accordance with applicable regulations.
- Analyzing data collected from the field to identify trends and inform program adjustments.
- Providing regular reports on program progress and impact.
- Committing 3 full-time data analysts to support the program's data needs.

## ACME-1 Responsibilities

ACME-1 will manage on-the-ground program implementation and community engagement. This includes:

- Overseeing the daily operations of the program in the field. The Program Management Team will lead this effort.
- Engaging with community members to promote program participation and gather feedback.
- Collecting data using the platform provided by DocuPal Demo, LLC.
- Providing access to their community centers for program activities.
- Ensuring the effective delivery of program services to the target population.
- Committing 5 field officers to implement the program activities.

## Joint Responsibilities

Both DocuPal Demo, LLC and ACME-1 will:

- Participate in regular meetings to discuss program progress and address any challenges.



- Collaborate on the development of program materials and training resources.
- Share information and insights to improve program effectiveness.
- Adhere to the program's goals and objectives as outlined in this Agreement.
- Work together to resolve any disputes or disagreements that may arise.
- Ensure compliance with all applicable laws and regulations.

## Governance and Decision-Making

### Joint Steering Committee

A Joint Steering Committee will be formed to oversee the collaboration. Each organization, Docupal Demo, LLC and ACME-1, will appoint two representatives to this committee. The committee will be responsible for guiding the project, monitoring progress, and ensuring adherence to this Agreement.

### Decision-Making Process

The Joint Steering Committee will strive to make decisions by consensus. This means that all members must agree on a proposed course of action before it is implemented. All decisions made during committee meetings will be documented in meeting minutes. These minutes will be circulated to all committee members and the Executive Directors of both organizations.

### Meeting Schedule

The Joint Steering Committee will meet [Frequency of Meetings, e.g., monthly or quarterly]. Additional meetings may be scheduled as needed, subject to agreement by both parties.

### Dispute Resolution

Any disputes arising within the Joint Steering Committee will be initially addressed through internal discussion and negotiation among the committee members. If the committee is unable to resolve a dispute, it will be escalated to the Executive Directors of Docupal Demo, LLC and ACME-1 for resolution. The Executive Directors will work in good faith to find a mutually acceptable solution.



# Funding and Resource Allocation

This section outlines the financial commitments and resource contributions from each party to support the Community Health Program. It details the funding sources, budget management processes, and the allocation of resources.

## Financial Contributions

ACME-1 will contribute \$500,000 (five hundred thousand US dollars) to the program. These funds will be used to cover operational costs, personnel, and direct program expenses. DocuPal Demo, LLC will provide an in-kind contribution valued at \$200,000 (two hundred thousand US dollars). This contribution includes technology, software licenses, and dedicated personnel time.

## Budget Management and Reporting

ACME-1's finance department will manage the funds. They will provide quarterly financial reports to both parties. These reports will detail income and expenditures. DocuPal Demo, LLC will track and report on its in-kind contributions. This will include the personnel hours and technology resources used.

## Resource Allocation

The ACME-1's financial contribution will be allocated as follows:

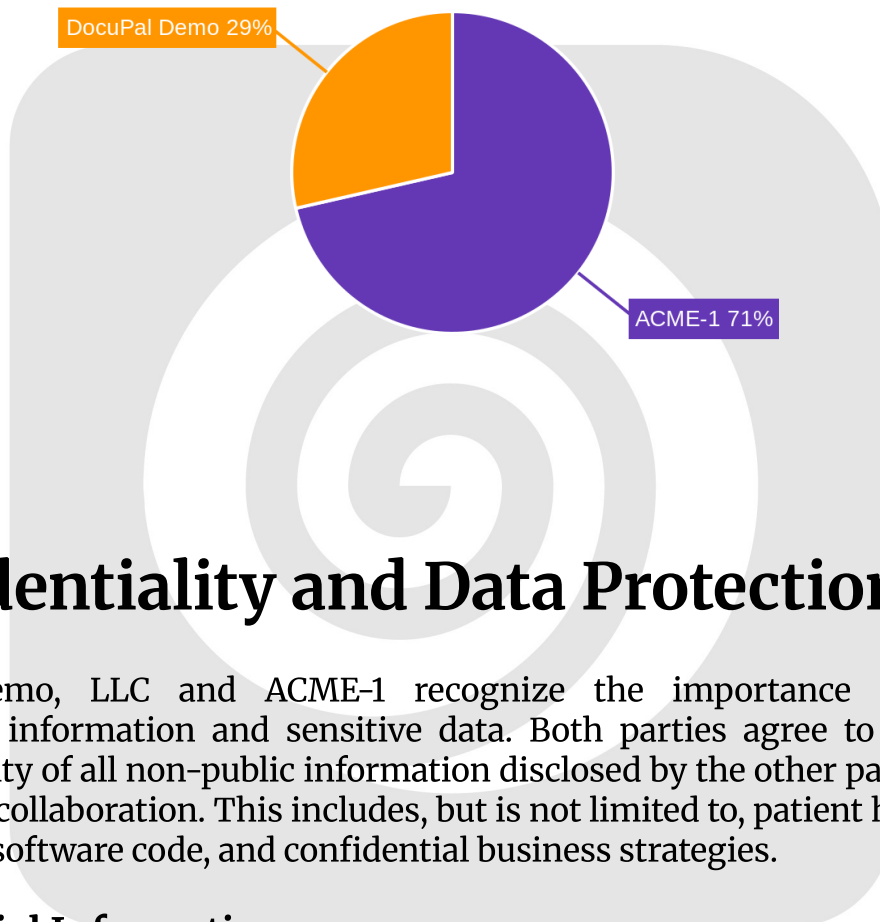
Expense Category	Percentage of Funds
Personnel	40%
Program Activities	30%
Technology	15%
Administration	15%

DocuPal Demo, LLC's in-kind contributions will be allocated as follows:

- **Technology:** Software licenses and platform access for data collection and analysis.
- **Personnel:** Dedicated staff for technical support, training, and program implementation.

## In-Kind Contributions

DocuPal Demo, LLC's in-kind contributions are a vital part of the program. They provide essential technological support. The value of these contributions will be documented and reported. This ensures transparency and accountability.



## Confidentiality and Data Protection

Docupal Demo, LLC and ACME-1 recognize the importance of protecting confidential information and sensitive data. Both parties agree to maintain the confidentiality of all non-public information disclosed by the other party during the term of this collaboration. This includes, but is not limited to, patient health records, proprietary software code, and confidential business strategies.

### Confidential Information

Confidential information includes any data or information that is:

- Marked as confidential
- By its nature, is considered confidential and proprietary.



Both parties will protect this information with the same degree of care they use to protect their own confidential information, but no less than reasonable care.

## Data Handling and Storage

ACME-1 and Docupal Demo, LLC will handle and store sensitive data securely. This includes storing such data on encrypted servers with restricted access. Access to sensitive data will be limited to authorized personnel only. Both parties commit to complying with all applicable data protection laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), the General Data Protection Regulation (GDPR), and any other relevant local data protection laws.

## Compliance with Laws

Each party warrants that it will process personal data in compliance with all applicable data protection laws, regulations, and guidelines. Both parties will cooperate to ensure compliance, including providing necessary information and assistance to the other party. In the event of a data breach, the affected party will notify the other party promptly and cooperate to mitigate the breach and comply with notification requirements.

## Reporting and Monitoring

ACME-1 and Docupal Demo, LLC will track the community health program's progress. The Joint Steering Committee will oversee all monitoring activities. This ensures accountability and helps improve program effectiveness.

## Reporting Requirements

Docupal Demo, LLC will provide ACME-1 with regular reports. These reports include monthly progress updates, quarterly financial statements, and annual impact assessments.

- **Monthly Progress Reports:** These reports will detail the activities completed, challenges encountered, and progress toward goals.
- **Quarterly Financial Reports:** These reports will outline all financial transactions, including income and expenses.





- **Annual Impact Assessments:** These assessments will evaluate the overall impact of the program on the community. They will include data on health outcomes and community participation.

## Performance Indicators

Several performance indicators will be measured. These metrics will assess the program's success and guide future improvements.

- **Number of Patients Served:** This indicates the program's reach within the community.
- **Health Outcome Improvements:** Measures the positive changes in the health of participants.
- **Community Participation Rates:** Reflects the level of community involvement in the program.

The Joint Steering Committee will review these indicators regularly. They will use the data to make informed decisions and adjust the program as needed. Data collection methods must comply with privacy regulations outlined in Section 6.

## Intellectual Property Rights

### Ownership of Pre-existing Intellectual Property

DocuPal Demo, LLC and ACME-1 agree that any intellectual property owned by either party prior to the commencement of this Collaboration Agreement remains the sole and exclusive property of that party. This Collaboration Agreement does not transfer or assign any ownership rights in pre-existing intellectual property.

### Ownership of Jointly Developed Intellectual Property

Any intellectual property jointly developed by DocuPal Demo, LLC and ACME-1 as a result of this collaboration will be co-owned by both parties. Both parties will share equal rights, title, and interest in and to such jointly developed intellectual property.



## Usage and Licensing

The use of any intellectual property developed under this Collaboration Agreement is restricted to non-commercial purposes only, unless otherwise agreed upon in writing by both DocuPal Demo, LLC and ACME-1. Licensing terms for any jointly developed intellectual property will be determined on a case-by-case basis. Any commercial use or licensing of jointly owned intellectual property will require the prior written consent of both parties. Both parties agree to discuss and negotiate in good faith the terms of any such licensing agreement.

## Duration and Termination

### Effective Date and Term

This Agreement will become effective on August 9, 2025. Unless terminated earlier as provided herein, the term of this Agreement shall continue for a period of three (3) years from the effective date.

### Termination

#### Termination for Cause

Either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement. The terminating party must provide ninety (90) days written notice of the breach. The other party has ninety (90) days from the date of the notice to cure the breach. If the breach is not cured within the ninety (90) day period, the Agreement will terminate automatically.

#### Termination for Material Misrepresentation

Either party may terminate this Agreement immediately upon written notice to the other party if it discovers that the other party has made any material misrepresentation that induces the terminating party to enter into this Agreement.

#### Termination by Mutual Agreement



ACME-1 and Docupal Demo, LLC may terminate this Agreement at any time by mutual written agreement.

### **Notice of Termination**

Any notice of termination must be in writing and delivered as specified in the Notices section of this Agreement.

## **Dispute Resolution**

The parties will try to resolve any dispute arising from this Agreement through good-faith negotiation. Either party can initiate negotiation by providing written notice to the other, outlining the details of the dispute. The other party must respond in writing within fourteen (14) days of receiving such notice. Designated representatives from both Docupal Demo, LLC and ACME-1 will then meet and try to resolve the dispute informally.

### **Mediation**

If negotiation fails to resolve the dispute within thirty (30) days of the initial notice, the parties agree to submit the dispute to mediation. The mediation will be administered by a mediator designated from the American Arbitration Association. The parties will share the costs of the mediator equally. Mediation sessions will be held in a location mutually agreed upon by both parties, or virtually if preferred. Both parties will participate in the mediation in good faith.

### **Arbitration**

If mediation does not resolve the dispute within sixty (60) days of the initial mediation session, either party may initiate binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on both parties. The arbitration will take place in Delaware, unless both parties agree to an alternative location. The laws of the State of Delaware will govern the arbitration proceedings. The arbitrator is empowered to award reasonable attorneys' fees and costs to the prevailing party.



# Amendment and Modification

This Agreement may be amended or modified at any time during the Term, provided that such amendment or modification is made in writing. Any changes will become effective only after a written amendment is executed by both Parties.

## Amendment Process

Either Party may propose an amendment to this Agreement by providing written notice to the other Party. The notice shall include the specific changes requested and the reasons for the proposed amendment.

## Approval

All amendments must be formally approved. Approval requires the signatures of the Executive Directors of both DocuPal Demo, LLC and ACME-1. Verbal agreements or understandings are not valid and are not considered binding. Any amendment properly executed becomes an integral part of this Agreement.

# Legal Compliance and Liability

## Compliance with Laws and Regulations

Both Docupal Demo, LLC and ACME-1 will comply with all applicable federal, state, and local laws and regulations. This includes, but is not limited to, laws governing data privacy, healthcare, and non-profit operations. Each party is responsible for monitoring changes in applicable laws and ensuring their activities under this agreement remain compliant.

## Allocation of Liability

Liability for any claims, damages, or losses arising from this collaboration will be allocated based on each party's respective responsibilities and contributions to the joint community health program. Docupal Demo, LLC is liable for issues directly resulting from its actions or omissions. ACME-1 is liable for issues directly resulting from its actions or omissions. Shared responsibilities will result in shared liability, proportionate to each party's involvement.



## Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party, its officers, directors, employees, and agents, from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including attorney's fees) arising out of or relating to:

- Any breach of this agreement by the indemnifying party.
- Any negligent acts or omissions of the indemnifying party.
- Any violation of applicable laws or regulations by the indemnifying party.

This indemnification provision survives the termination of this agreement.

## Limitation of Liability

Neither party will be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this agreement, regardless of whether such damages were foreseeable. Each party's total liability to the other under this agreement will not exceed the total amount of funding provided by ACME-1 to Docupal Demo, LLC under this agreement. This limitation does not apply to damages arising from gross negligence or willful misconduct.

# Signatures and Appendices

## Signatures

This NGO Collaboration Agreement is effective as of 2025-08-09.

**DocuPal Demo, LLC**

By: \_\_\_\_\_

Name: John Smith

Title: CEO

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

**Acme, Inc**

By: \_\_\_\_\_

Name: Jane Doe

Title: Executive Director

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

## Appendices

The following appendices form an integral part of this NGO Collaboration Agreement and are incorporated herein by reference:

- Appendix A: Project Budget
- Appendix B: Data Security Protocol
- Appendix C: List of Key Personnel

