



Structuring Commercial Collaborations: What a Well-Drafted Agreement Should Cover

Businesses increasingly need to work together without merging. Two companies might want to combine complementary skills, share resources, or jointly pursue opportunities for clients — without forming a joint venture, partnership, or new corporate entity. This pattern shows up across every region. In Europe, SAP and Google Cloud operate under a long-running strategic partnership, significantly expanded in 2021 and repeatedly deepened since, most recently in April 2026 to jointly deploy multi-agent AI tools across their platforms — with each company remaining fully independent throughout, contributing its own technology under a framework of agreed, evolving integrations rather than shared ownership. In Asia, Marriott

International's recent strategic agreement with CG Hospitality Global to bring the Series by Marriott brand to Greater China — with plans to jointly develop around 100 hotels over the next decade, the first four expected to open by the end of 2026 — shows how a global operator and a regional partner can combine brand strength with local market access without a merger. In the Americas, Amazon Web Services and Salesforce illustrate the pure contractual model: rather than forming a joint entity, the two companies operate under a global, multi-year strategic partnership, significantly expanded in 2021 and again in 2023 to deepen data and AI integrations between their platforms. Each company remains fully independent, with the relationship

running through negotiated framework terms rather than shared ownership, and specific product integrations layered on top as the collaboration develops — the model this article focuses on. In each case, the companies involved needed a clear legal framework to define contributions, ownership of results, and risk — without the parties merging or losing their independence. This is the territory of the **commercial collaboration agreement**: a framework contract that sits above individual pieces of work and governs how the parties will co-operate over time.

Below is a walkthrough of the key provisions such an agreement typically needs, and why each one matters commercially — not just legally.

1. Defining the Framework, Not Just the Deal

A collaboration agreement is usually a **master agreement**. It doesn't itself commit either party to deliver anything. Instead, it sets out the ground rules — confidentiality, IP ownership, payment mechanics, liability caps — and leaves the substance of actual work to be agreed separately, project by project, often through **schedules** or **statements of work** signed off as opportunities arise.

This structure matters because it lets the parties test a relationship on a small project without renegotiating terms every time, while ensuring nothing is legally binding at a "deal" level until both sides sign off on specific scope, price, and timing.

Two definitions tend to anchor the whole agreement:

- **Focus:** a description of the general subject matter the

collaboration is meant to cover. This keeps the relationship bounded — work outside the agreed focus generally falls outside the framework entirely.

- **Project:** the individual pieces of work the parties agree to undertake together under the framework, each governed by its own schedule.

2. Commencement, Duration, and the Nature of the Obligation

A properly drafted agreement is explicit that entering into the framework **does not obligate either party to bring forward any particular volume of work** — collaboration agreements are typically non-exclusive and non-committal at the top level. The real commitments arise only once a specific project is agreed. This protects both sides from being locked into an unprofitable or one-sided relationship simply because a framework exists.

3. Governance of How Work Is Proposed and Accepted

Because individual projects are separately agreed, the agreement needs a clear mechanic for:

- how one party proposes a project to the other;
- how the other party evaluates and accepts (or declines) it;
- what happens if a customer or third party is involved (for example, where the parties are jointly pitching to or servicing an external client); and
- how the resulting project-level terms interact with the master agreement.

Getting this "on-ramp" process right avoids disputes later about whether a binding project actually came into existence, and on what terms.

4. Roles, Contributions, and Information Flow

Each party typically owes obligations to provide agreed **inputs** — resources, personnel, services, or materials — and to cooperate in good faith to make the collaboration work operationally. Provisions here typically address:

- project management and escalation routes;
- reporting and information-sharing obligations; and
- how existing arrangements each party already has (e.g. pre-existing customer relationships or third-party contracts) sit alongside the new collaboration.

5. Money: Charges, Invoicing, and Set-Off

Commercial terms are usually kept separate from the legal boilerplate, with pricing set out per project. The framework agreement instead governs the **mechanics**: invoicing frequency, payment terms, currency, and — importantly — a **set-off clause**, which allows one party to net sums it owes against sums it is owed, reducing credit risk where both parties may invoice each other under different projects.

6. Confidentiality and Data Protection

Because collaboration inherently means sharing sensitive information — client lists, pricing, technical know-how — a robust confidentiality clause is essential, including:

- a clear definition of what counts as confidential information;
- permitted disclosures (e.g. to employees who need to know, or where required by law); and
- survival of confidentiality obligations after the agreement ends.

Where personal data is shared or processed jointly, a data protection clause allocates responsibility between the parties as controllers or processors and ensures compliance with applicable data protection law.

7. Intellectual Property

IP terms need to distinguish between:

- **background IP** — what each party brings into the collaboration and continues to own; and
- **foreground IP** — new IP created during a project, and who owns it, or how it is licensed between the parties.

Ambiguity here is one of the most common sources of post-termination disputes, so specificity matters more than boilerplate.

8. Protecting the Relationship: Non-Solicitation and Anti-Bribery

Collaboration inevitably means each party's staff and contractors become known to the other. A **non-solicitation clause** prevents either party from poaching the other's employees or contractors during the relationship and for a defined period afterward. An **anti-bribery clause** is now standard practice, requiring both parties to comply with

anti-corruption law and often allowing termination if a breach occurs.

9. Risk Allocation: Warranties, Indemnities, Insurance, and Liability Caps

This is usually the most heavily negotiated part of the agreement:

- **Warranties** — promises about the standard of work, authority to contract, and compliance with law.
- **Indemnities** — specific, uncapped-by-default promises to cover the other party's losses arising from defined events (e.g. IP infringement, breach of confidentiality, or third-party claims).
- **Insurance** — minimum coverage requirements to back up the warranties and indemnities.
- **Limitation and exclusion of liability** — caps on financial exposure and exclusions for indirect or consequential loss, carved out for things that can't lawfully be excluded (death, personal injury, fraud).

The interaction between these provisions determines how risk is actually shared — a generous indemnity can be undermined by an aggressive liability cap sitting elsewhere in the same document, so they should always be read together, not in isolation.

10. Ending Things Cleanly

Two separate termination concepts are usually needed:

- **Termination of a Project** — winding down a specific piece of

work without necessarily ending the wider relationship.

- **Termination of the Agreement** — ending the framework itself, whether for convenience (on notice), for material breach, or on insolvency-related triggers.

A **consequences of termination** clause then deals with practical wind-down matters: return or destruction of confidential information, handling of work in progress, and final payment obligations. A **survival clause** confirms which obligations (confidentiality, IP, liability caps) continue even after the agreement ends.

11. The Standard Boilerplate — and Why It's Not Just Filler

The closing "boilerplate" clauses are often skimmed over, but they carry real weight:

- **Force majeure** — relief where performance is prevented by events outside a party's control.
- **Assignment** — restrictions on transferring rights or obligations to a third party without consent.
- **Entire agreement** — confirms the written contract supersedes prior discussions, preventing claims based on informal promises made during negotiation.
- **No partnership or agency** — an important clause for collaboration agreements specifically, as it makes clear the parties are not forming a legal partnership or joint venture, and neither can bind the other to third parties.

- **Governing law and jurisdiction** — which country's law applies and where disputes will be heard.
- **Mediation** — an obligation to attempt alternative dispute resolution before litigation, often useful in ongoing commercial relationships where preserving the relationship has value.

Why This Matters for Nigeria's Commercial Space

The framework-plus-schedule model described above is not merely a European or Asian phenomenon — it has direct and growing relevance for businesses operating in Nigeria.

Attracting and structuring foreign partnerships. Nigerian companies in technology, financial services, manufacturing, and oil and gas increasingly need to collaborate with foreign partners for capital, technology, or market access, without ceding control through a full merger or equity joint venture. A well-drafted collaboration agreement gives Nigerian businesses a way to enter such relationships on clear, negotiated terms — defining exactly what each party contributes, who owns resulting intellectual property, and how liability is shared — while retaining independence.

Supporting the AfCFTA opportunity. As Nigerian businesses look to scale across the African Continental Free Trade Area, collaboration agreements offer a practical vehicle for testing cross-border relationships with partners in other African markets before committing to heavier corporate structures, using project schedules to pilot specific initiatives market by market.

Local content and technology transfer. In sectors such as oil and gas, telecommunications, and manufacturing, local content requirements often expect Nigerian companies to work jointly with foreign technical partners. A collaboration agreement structure — with defined "Inputs," IP allocation, and confidentiality terms — provides a workable framework for the kind of technology transfer and skills development these requirements are designed to encourage.

Managing currency and payment risk. Given Nigeria's foreign exchange environment, the invoicing, charges, and set-off provisions found in a well-drafted collaboration agreement are particularly valuable — they let parties agree upfront on currency, payment timing, and netting arrangements, reducing the credit and FX exposure that can otherwise complicate cross-border commercial relationships.

Regulatory alignment. Provisions on data protection map naturally onto Nigeria's Data Protection Act 2023, now read together with the General Application and Implementation Directive (GAID) issued by the Nigeria Data Protection Commission, which took effect in September 2025 and superseded the earlier 2019 NDPR regime. Anti-bribery clauses support compliance with the Corrupt Practices and Other Related Offences Act 2000 (enforced by the Independent Corrupt Practices and Other Related Offences Commission) and, where relevant, the standards expected by foreign partners under legislation such as the UK Bribery Act or the US FCPA. Building these into the agreement from the outset reduces

regulatory risk for both Nigerian and foreign parties.

Dispute resolution certainty. Clear governing law, jurisdiction, and mediation clauses are especially valuable in cross-border Nigerian collaborations, giving both local and foreign parties a predictable route to resolving disagreements without immediately resorting to litigation — an important comfort factor for foreign partners assessing the ease of doing business in Nigeria.

Sector-Specific Applications

Fintech. Nigeria's fintech sector has grown through partnership as much as through in-house innovation — banks collaborating with payment switches, mobile money operators linking with telecoms infrastructure, and local start-ups integrating with international card schemes or banking-as-a-service providers. A collaboration agreement is well suited to this environment: it allows a fintech and a bank, for example, to define a pilot integration as a single project schedule, agree data-sharing and confidentiality terms consistent with the Central Bank of Nigeria's regulatory requirements and the Data Protection Act 2023, and scale the relationship into further projects only once the pilot proves out — without either party taking an equity stake in the other.

Oil and gas. Collaboration between international oil companies, indigenous operators, and technical service providers is central to Nigerian upstream and midstream activity, particularly as divestment by international majors accelerates local participation. A framework agreement lets an indigenous operator and a

foreign technical partner structure a multi-year relationship — covering seismic work, drilling support, or facility maintenance — as a series of discrete projects, each with its own charges and inputs, while the master agreement fixes confidentiality, liability caps, insurance requirements, and compliance with Nigerian Content Development and Monitoring Board (NCDMB) local content obligations across the whole relationship.

Agriculture and agribusiness.

Agricultural collaborations often involve a Nigerian producer or cooperative working with a foreign or local partner that supplies inputs, financing, processing technology, or offtake arrangements. A collaboration agreement allows these parties to pilot a specific crop cycle or processing facility as one project, with clear terms on inputs (seed, equipment, technical support), charges, and IP over any improved processes or varieties, before committing to a longer-term or larger-scale arrangement — useful given the seasonal and often higher-risk nature of agribusiness projects.

Manufacturing.

Nigerian manufacturers frequently need to collaborate with foreign equipment suppliers, technical licensors, or contract manufacturers to access technology, components, or production know-how not available locally. A collaboration agreement structure supports phased localisation — for example, starting with assembly of imported components under license, then expanding into local component manufacture as trust and capability develop — with each phase documented as its own project schedule, and IP, confidentiality, and non-solicitation

clauses protecting both the foreign licensor's technology and the Nigerian manufacturer's growing operational expertise.

Mining and solid minerals. As Nigeria pushes to diversify beyond oil and gas, the solid minerals sector — lithium, gold, iron ore, and other critical minerals — increasingly involves collaboration between Nigerian licence holders and foreign partners bringing exploration technology, processing expertise, or offtake capital. A collaboration agreement allows a Nigerian mineral title holder and a foreign technical or investment partner to structure exploration, feasibility studies, and processing as separate project schedules, each with defined inputs and charges, while the master agreement fixes IP over geological data and processing methods, confidentiality around exploration results, and consistency with the Nigerian Minerals and Mining Act 2007 (the primary statute governing exploration and exploitation of solid minerals in Nigeria) and related community development and environmental obligations. This staged approach suits mining in particular, where exploration outcomes are uncertain and neither party may want to commit to a full joint venture until a resource is proven.

Other applicable sectors. The same structure extends naturally to telecommunications (network sharing and infrastructure collaborations),

healthcare (partnerships between local providers and foreign pharmaceutical or diagnostics companies), and creative industries (co-production and distribution arrangements in Nollywood and the wider entertainment sector), all of which involve Nigerian businesses pairing local market access with a partner's capital, technology, or content.

Taken together, a disciplined collaboration agreement structure gives Nigerian businesses across these sectors a credible, internationally recognisable framework for partnering with local and foreign counterparts alike — supporting investment inflows, technology transfer, and the kind of scalable, lower-risk cross-border deal-making that Nigeria's growing sectors increasingly depend on.

Why the Framework-Plus-Schedule Model Works

The real strength of this structure is flexibility with control. Businesses can start collaborating quickly on a defined, low-risk project without renegotiating fundamental terms each time, while the framework agreement ensures that confidentiality, IP ownership, liability, and exit mechanics are consistent and pre-agreed across every project undertaken together. For businesses considering an ongoing collaborative relationship — as opposed to a single one-off contract — this structure is usually far more efficient than negotiating a fresh, standalone agreement for every piece of work.

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This article is intended for general informational purposes and does not constitute legal advice. Please seek advice from a qualified commercial lawyer before entering into or

relying on any collaboration agreement, as terms should always be tailored to the specific commercial relationship, risk profile, and jurisdiction involved.