



# Joint Venture Agreement

## 1. Parties

This **Joint Venture Agreement** (shall be referred as the "**Agreement**" hereinafter) is entered into on

\_\_\_\_\_ by and between \_\_\_\_\_ and \_\_\_\_\_

(collectively, the "**Parties**").

\_\_\_\_\_ is a \_\_\_\_\_ company operating in \_\_\_\_\_ sector, with its principal place of business at

\_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_ is a \_\_\_\_\_ company operating in \_\_\_\_\_ sector, with its principal place of business at

\_\_\_\_\_  
\_\_\_\_\_.

Together, the Parties shall form a joint venture (the "**Joint Venture**") to pursue the purposes and objectives set forth in this Agreement. The Parties agree to collaborate and cooperate with one another in good faith and to use their respective best efforts to achieve the goals of the Joint Venture and now therefore, Parties agree as follows;

## 2. Term And Termination

The term of this Joint Venture shall commence on the date of this Agreement and shall continue until the completion of the objectives of the Joint Venture or until terminated by mutual agreement of the Parties, whichever occurs first.

The Parties may mutually agree to extend the term of the Joint Venture for a period of time deemed appropriate and necessary by both Parties. The Joint Venture may be terminated by mutual agreement of the Parties at any time.

Either Party may terminate the Joint Venture immediately by written notice to the other Party if the other Party breaches any material provision of this Agreement and fails to cure such breach within \_\_\_\_\_ days of receipt of written notice of such breach.

Either Party may also terminate this Joint Venture immediately if the other Party becomes bankrupt or insolvent, makes a general assignment for the benefit of its creditors, or has a receiver or trustee appointed for a substantial part of its assets.

### 3. Purpose and Objectives

The purpose of this Joint Venture is to  
\_\_\_\_\_  
\_\_\_\_\_.

The objectives of the Joint Venture shall be as follows;

- To combine the resources, knowledge, and expertise of both Parties for the purpose of achieving the Joint Venture's goals.
- To allocate responsibilities and tasks between the Parties in accordance with their respective skills, experience, and expertise.
- To share the costs and risks associated with the Joint Venture in a fair and equitable manner.
- To comply with all applicable laws and regulations.
- To maintain open and effective communication between the Parties throughout the term of the Joint Venture.
- To establish clear and measurable performance metrics and benchmarks to evaluate the success of the Joint Venture.
- To safeguard the intellectual property and confidential information of both Parties.

The Parties acknowledge that the success of the Joint Venture will depend on their cooperation, collaboration, and commitment to achieving the objectives set forth in this Agreement. Each Party shall use its best efforts to fulfill its obligations under this Agreement and to achieve the goals of the Joint Venture.

## 4. Structure and Decision Making

The Parties shall establish a governing body (the "**Executive Body**") to oversee and manage the operations of the Joint Venture. The Executive Body shall consist of an equal number of representatives from each Party.

The Executive Body shall be responsible for making all major decisions relating to the Joint Venture, including but not limited to establishing the overall strategy and direction of the Joint Venture; approving the annual budget and business plan; appointing and dismissing senior executives of the Joint Venture. Executive Body shall also approve any major contracts or agreements entered into by the Joint Venture and approve any significant capital expenditures or investments.

Decisions of the Executive Body shall be made by unanimous vote, with each Party having one vote. In the event of a tie, the Chairman of the Executive Body shall have the deciding vote.

The Executive Body shall meet at least once a month, or more frequently if necessary, to review the performance of the Joint Venture, discuss any issues or concerns, and make any necessary decisions. The Parties shall ensure that the Executive Body operates in accordance with the terms of this Agreement and applicable laws and regulations.

## 5. Contributions and Funding

The contributions of the parties to Joint Venture are listed below;

Contributions of \_\_\_\_\_;

Contributions of \_\_\_\_\_;

The Parties shall contribute their respective contributions within \_\_\_\_ days of the execution of this Agreement, unless otherwise agreed by the Parties in writing.

The Parties shall be responsible for funding the Joint Venture in proportion to their respective contributions. In the event that additional funds are required to operate the Joint Venture, the Parties shall contribute additional funds in proportion to their respective contributions or as otherwise agreed in writing by the Parties. The Parties shall share the profits and losses of the Joint Venture in proportion to their respective contributions.

The Joint Venture shall maintain accurate records of all financial transactions and shall provide regular financial statements to the Parties. The Parties shall not be liable for any obligations or liabilities of the Joint Venture beyond their respective contributions.

The Parties shall have the right to inspect the financial records of the Joint Venture at any time upon reasonable notice. In the event that one Party fails to make its contribution or otherwise breaches this clause, the other Party shall have the right to terminate this Agreement and seek any other legal remedies available to it.

## **6. Intellectual Property**

Each party acknowledges and agrees that all intellectual property rights, including but not limited to trademarks, patents, copyrights, trade secrets, know-how, and other proprietary information, developed, created, or acquired by it prior to or during the course of the Joint Venture shall remain the sole property of the respective party.

The parties agree that any intellectual property developed or acquired during the course of the Joint Venture shall be owned by the Joint Venture, and shall be deemed Joint Venture's Property. The parties agree to take all necessary steps to protect the Joint Venture Property, including but not limited to registering trademarks and patents, and maintaining the confidentiality of trade secrets and proprietary information.

Upon termination of the Joint Venture, the parties agree to cooperate in transferring ownership of any Joint Venture Property to the party entitled to it under this clause, and to take all necessary steps to ensure that the Joint Venture Property is used and maintained in accordance with this Agreement.

## 7. Confidentiality

Each party acknowledges and agrees that during the course of the Joint Venture, they may be exposed to confidential information belonging to the other party, including but not limited to trade secrets, customer lists, financial information, and other proprietary information ("**Confidential Information**"). The parties agree to use the Confidential Information solely for the purposes of the Joint Venture, and to maintain the confidentiality of such information using the same degree of care and protection that they would use for their own Confidential Information.

The parties agree not to disclose, copy, reproduce, sell, license, or otherwise transfer or make available any Confidential Information to any third party without the prior written consent of the other party.

The parties further agree to limit access to the Confidential Information to those employees, agents, or representatives who have a need to know the information for the purposes of the Joint Venture, and who are bound by confidentiality obligations similar to those set forth in this agreement.

The parties agree that the obligations of confidentiality set forth in this agreement shall survive the termination of the Joint Venture, and shall continue for an indefinite time period.

In the event that a party is required by law, regulation, or court order to disclose Confidential Information, the party shall promptly notify the other party of the requirement and shall cooperate with the other party in seeking a protective order or other appropriate relief.

## 8. Non-Compete

During the term of this Agreement and for a period of \_\_\_\_\_ months following the dissolution of the Joint Venture, the Parties shall not, directly or indirectly, in any manner whatsoever engage in any capacity with any business competitive with the Joint Venture's current lines of business, any of its subsidiaries or any of its affiliates for one Party's own benefit or for the benefit of any person or entity other than the Joint Venture.

In case of violation of this provision, the violating party will be liable to pay \_\_\_\_\_ penal clause.

## 9. Separability

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

The parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that reflects the original intent of the parties.

## 10. Modifications

This Agreement may not be modified, amended, or supplemented except in writing signed by both parties. The parties may agree to modify or amend this Agreement in writing at any time by mutual agreement, and any such modifications or amendments shall be binding upon both parties.

## 11. No Waiver

No failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Any waiver of a provision of this Agreement shall be effective only if it is in writing and signed by the party granting the waiver. No waiver of any provision of this Agreement shall be construed as a waiver of any other provision or as a waiver of the right to enforce any provision.

## 12. Dispute Resolution and Governing Law

This Joint Venture Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be resolved by arbitration in accordance with the rules of the \_\_\_\_\_ by a single arbitrator appointed in accordance with the said rules.

The seat of the arbitration shall be \_\_\_\_\_, and the language of the arbitration shall be \_\_\_\_\_.

The parties agree that any award rendered by the arbitrator shall be final and binding upon them, and that judgment upon the award may be entered in any court of competent jurisdiction.

**First Party**

**Date**

**Signature**

\_\_\_\_\_

**Second Party**

**Date**

**Signature**

\_\_\_\_\_

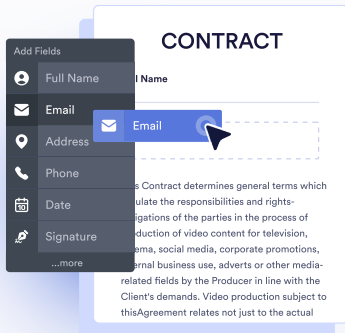


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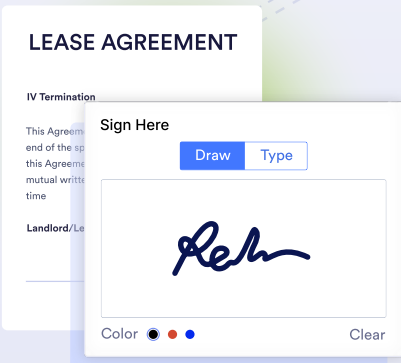
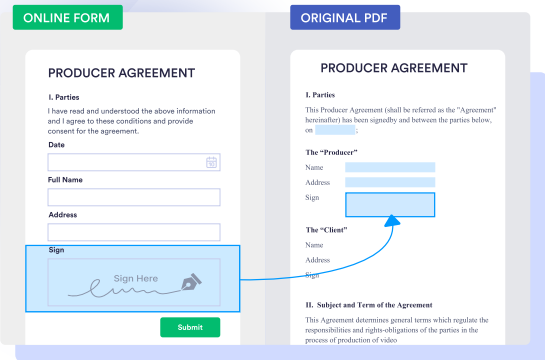
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