

## THIS AGREEMENT is made the

#### BETWEEN:

- (1) << Name of Party 1 >><sup>1</sup>, incorporation>> under No is at <<Insert Registered</li>
- (2) << Name of Party 2 >>, a incorporation>> under No is at << Insert Registered</p>

### BACKGROUND

- A. << Party 1 >> carries on
- B. << Party 2 >> carries on
- C. The Parties wish to estat venture together to carry
- D. This Agreement sets out place.

## IT IS AGREED as follows:

### 1. Definitions and Interpre

1.1 In this Agreement, ur expressions have the foll

**Business Days** 

#### **Business Plan**

<sup>1</sup> The Parties may be companies or individua however this should be adjusted if this is not



>> << year >>

in <<Insert Country of nber>> whose registered office < Party 1 >>); and

n <<Insert Country of nber>> whose registered office < Party 2 >>).

#### ess type>>.

ess type >>. icipating in and operating a joint

on which the Project shall take

rwise requires, the following

her than Saturday and Sunday) on ring] banks are open for [their full iness in <<London>>;

s plan for the [life of the] Project pted by the Parties outlining the for the Project and containing cash d an operating budget for each ion to the Project;

on the basis the Parties are companies,



riod of notice, means, that period nen the notice is given or deemed to for which it is given or on which it is

the Project commences as set out in

b either Party, information which is ty by the other Party pursuant to or his Agreement (whether orally or in medium, and whether or not the essly stated to be confidential or d shall include, but not be limited to, is not publicly known including the t, the Project finances, <<details of that will be exchanged between the hy other commercially sensitive Party regardless of its nature;

contingent and future intellectual iding but not limited to copyright, marks, business names and domain s, patents, know-how, trade secrets, and database rights in each case or unregistered and whether or not uding all applications and rights to nted, renewals or extensions of, and y from, such rights and all similar or forms of protection which subsist and including rights under licences in foregoing;

ablished to manage the Project on in accordance with Clause 7 of this

be carried out by <<Party 1>> and of which are set out in Schedule 1, ie to time;

appointed by the Management Clause 7 to carry out and be day to day operation and control of ance with Clause 8;

s] representing each Party on the ttee; and



- 1.2 In this Agreement
  - 1.2.1 "this Agre Schedules
  - 1.2.2 a Schedul
  - 1.2.3 a Clause Agreemen relevant S
  - 1.2.4 "Party" or
- 1.3 The headings us have no effect up
- 1.4 Words imparting versa.
- 1.5 References to an

## 2. The Project and the Bu

- 2.1 Schedule 1 sets between the Part that Schedule 1 time, to alter the carried out in acc
- 2.2 On or before the Business Plan an Business Plan ind Project, an oper account for each
- 2.3 Subject to Claus Party's right to arrangements tha into being after th

## 3. **Term**

The Project shall com Relevant Date>> and sh Clause 14, for a period of endeavours to complete









each Party, the services, resources, tangibles or intangibles that such ordance with this Agreement and as , in relation to the Project.

this Agreement and each of the nented from time to time;

reement;

eference to a Clause of this dules) or a paragraph of the

parties to this Agreement.

for convenience only and shall is Agreement.

all include the plural and vice

other gender.

ss Plan and the Project agreed Agreement. The Parties agree utual written agreement at any nal projects (which will also be this Agreement).

t, the Parties have agreed the the date of this Agreement. The working capital required for the nthly projected profit and loss ect.

Agreement shall restrict either ts business activities or any nmencement Date or that come

hcement Date, being <<Insert ninated early in accordance with Each Party shall use reasonable the end of that period.



ect:

ne Resources as described in f any) specified;

ach other and act in good faith is Agreement;

liaise and cooperate with the cessary:

rforming its obligations;

nces and permissions (statutory, e) that are necessary to enable

provides conform with any out in the Schedules;

and safety regulations as are

e Management Committee and ause 7: and

[or agents] who are suitably

efits of their collaboration, each

discussions in relation to its

ut its progress in relation to the

developments that may impact

tion and assistance reasonably ct as is necessary to enable the ations in relation to the Project;

eed by the Parties from time to

ties shall be as follows:

#### 4. **Roles of the Parties**

- 4.1 Each Party shall,
  - 4.1.1 assume t
  - 4.1.2 at all time
  - 4.1.3 ensure th
  - 4.1.4 use reaso
  - 4.1.5 comply wit

  - 4.1.7 obtain and
  - 4.1.8 ensure th
  - 4.1.9 comply w
  - 4.1.10 appoint [a
  - 4.1.11 ensure th
- 4.2 To enable the Pa Party shall:
  - 4.2.1 engage t
  - 4.2.2 keep the o
  - 4.2.3 notify the
  - 4.2.4
  - 4.2.5 such othe

#### 5. **Financial Contributions**

5.1 The initial financia << Party 1 >> sha

<< Party 2 >> sha

Such contributior amounts will be agreed between t

- 5.2 All financial cont drawn from such
- 5.3 Except as provide
  - 5.3.1 be respor Project, in
  - 5.3.2 not be er anything, the Projec

## 6. **Profits of the Project**

The profits and losses o following proportions:-

Party 1 - <<figure>> %

Party 2 - <<figure>> %

## 7. Management of the Pro

- 7.1 The Parties sha [<<insert number Party may replac notice to the oth maintain [<<inse Committee.
- 7.2 Each Party sha execution of this other Party of the Such Representa that they repres Committee.
- 7.3 The Management
  - 7.3.1 direct and this Agree
  - 7.3.2 review the any propo approval;
  - 7.3.3 appoint a of [or havi







tion>>.

tion>>

insert details as to when initial further contributions shall be as me as set out in Schedule 3.

sited with <<Bank>>. Cheques the Project Manager.

hedule 3, each Party shall:

incurred in connection with the it provides; and

her Party for the provision of it provides in connection with

ared between the Parties in the

ent Committee comprising of om each of the Parties. Each s] at any time, on prior written hall be obliged, at all times to ntative[s] on the Management

ee>> working days after the Representative[s] and notify the letails of the Representative[s]. ower to bind the relevant Party decisions of the Management

ccordance with the terms of the dules) and the Business Plan;

<<three>> months and present ness Plan to the Parties for their

ng a current or former employee with] either Party];

7.3.4 [engage th joint name remunerat 7.3.5 oversee th of the Proi 7.4 The Management a disagreement Committee such Management Co either Party, the p 7.5 Except as provide writing from time authority to, and or incur any liabi Parties in matters 7.6 No remuneration Management Cor **Responsibilities of Pro** The Project Mana 8.1 8.1.1 Be respor Project, wi 8.1.2 Comply v Committee 8.1.3 Arrange a be attend Committee 8.1.4 Be respon 8.1.5 Liaise wi Represent cessary. 8.1.6 Keep full, reports to 8.1.7 Maintain Clause 10 8.1.8 Comply w relating to 8.1.9 Not have into any co either or b 8.1.10 <<Any oth 8.2 Each Party shall

n independent contractor in the h terms and in return for such Business Plan]; and

anager and the overall progress

decisions made unanimously. If nembers of the Management ecision can be made by the Management Committee and hall apply.

may be agreed by the Parties in t Committee shall not have any ff or enter into any commitment r or on behalf of either or both

presentatives for serving on the

y operation and control of the iness Plan.

directions of the Management

t <<e.g. Monthly>> intervals, to anager and the Management

n between the Parties.

Committee and each Party's essary.

rds of <<details of records and

he Project in accordance with

ons for the time being in force

Il not, employ any staff or enter my third party for or on behalf of

Project Manager>>.

ger such access to its premises

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8.

[[and workforce] [ order to carry out

- 8.3 On completion of report (the "Final Committee may a evaluate the [wo and shall each si been completed t
- 8.4 Subject to Clause the Project Manu under this Agreer
- 8.5 The Project Mana reasonable care objectives of the I Parties.
- 8.6 The Project Mana fact or any act of authority as Proje liable for gross ne

## 9. Office Services and Pe

- 9.1 Unless otherwise
  - 9.1.1 any office Party>> [ such basis expenses
  - 9.1.2 in relation available t shall be de

## 10. Accounts

- 10.1 The Project Man other financial re with generally ac applicable laws.
- 10.2 Each Party and it Committee, shall and take copies d

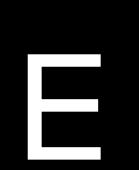
## 11. Warranties

11.1 Each Party warra









s may reasonably be required in

Manager shall produce a final uch details as the Management Parties shall jointly inspect and s performed under] the Project knowledge that the Project has

be bound by any action taken by nent Committee] in good faith

t their duties hereunder, use all ply endeavours to achieve the and act impartially between the

or any error or mistake of law or e exercise of their power and e Project Manager shall remain

addition to the Resources:

be provided by <<Name of to charge <<other Party>> on ne be agreed for all reasonable se services]; and

onnel that either Party makes and expense of such availability to agreement.

e and complete accounting and roject, which are in accordance ples and the requirements of all

ives, including the Management Il reasonable times to examine ords. 11.1.1 it has fu contempla the rights

11.1.2 it will perfo care and use all re Project.

11.1.3 all informa Agreemen complete, data and r

## 12. Intellectual Property

This Agreement does no Intellectual Property Righ the other or to the Proje providing such Intellectu non-exclusive licence to

## 13. Data Protection

Each Party shall, at its or other Party to comply a requirements in force fro the privacy of electronic and any successor legisl (EU 2016/679) and any relating to data protectio of the European Union h

### 14. Termination

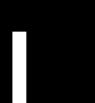
- 14.1 This Agreement s unless the Agre provisions of this
- 14.2 Either Party shall time by written no

14.2.1 the other this Agree remedy th writing to o

- 14.2.2 the other I
- 14.2.3 the other I
- 14.2.4 a receiver an encum property o











to carry out the Project as nd that it will not be in breach of ming this Agreement.

ssional manner with reasonable ified personnel, and that it will achieve the objectives of the

provided by it pursuant to this of its knowledge, accurate and provide any such information, sent of any third party.

Intellectual Property Rights. All erials provided by either Party to the sole property of the Party Project Manager shall have a poses of the Project.

it complies with [and assists the of all legislation and regulatory of the use of personal data and ng the Data Protection Act 2018 eral Data Protection Regulation ole European Union regulation g and to the extent that the law

til the completion of the Project accordance with any of the

this Agreement forthwith at any any of the following occur:

I breach of any of the terms of is capable of remedy) fails to days>> of receipt of notice in

bstantial part] of its business;

an administration order;

r or similar is appointed over, or on of any of the other Party's

14.2.5 the other l creditors, becomes fall due; or

- 14.2.6 control of persons n Agreemen shall have 1122 resp
- 14.3 Forthwith upon account shall be the interest of ea shall be payable profit and loss c accordance with

## 15. Force Majeure

Neither Party shall be performing, or failure to such delay or failure re reasonable control. In su reasonable extension of delay or non-performand Party not affected may notice to the affected Pai

### 16. Non-Competition

Each Party undertakes w the expiry or termination on or be interested in a would be in direct conflic the other Party.

## 17. Non-Solicitation

Each Party undertakes w the expiry or termination not, without the prior w [either the Project Mana other Party.

### 18. **Confidentiality**

18.1 Each Party unde whichever first or and for <<6 mont</p> ngement or composition with its cease to carry on business, e able to pay its debts as they

ed by any person or connected other Party on the date of this ntrol" and "connected persons" thereto by Sections 1124 and n Tax Act 2010.

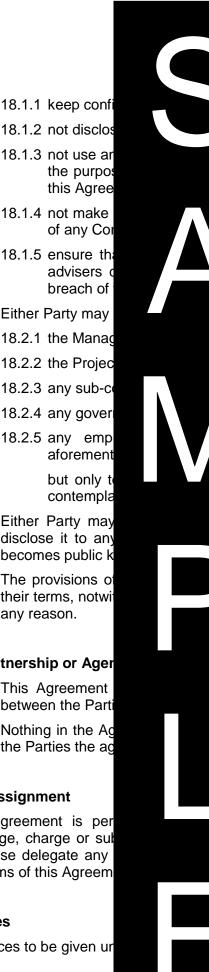
Agreement, a profit and loss of termination and the value of as evidenced by such account Party does not agree with the vill be referred to arbitration in

ement nor liable for delay in pations under this Agreement if nstances or causes beyond its ected Party shall be entitled to a such obligations. If the period of relevant number of days>>, the t by giving <<7 days>> written

ntil whichever first occurs, either I not, directly or indirectly, carry r transaction that competes or competes with the business of

ntil whichever first occurs, either or six months thereafter, it shall er Party, solicit or entice away byee, agent or contractor of the

ty that it shall, at all times until r termination of this Agreement



formation:

hation to any other person;

n for any purpose other than for by, and subject to the terms of,

any way or part with possession

officers, employees, agents or one by that Party, would be a ise.

Information to:

# ther Party;

or regulatory body; or

at Party or of any of the

essary for the purposes of and r as required by law.

nformation for any purpose, or t Confidential Information is or It of that Party.

ue in force in accordance with ermination of this Agreement for

so as to create a partnership

ued so as to constitute either of entative of the other Party.

nd neither Party may assign, s hereunder. or sub-contract or der, except in accordance with

be in writing and shall either be

Either Party may 18.2 18.2.1 the Manag 18.2.2 the Projec 18.2.3 any sub-co 18.2.4 any gover 18.2.5 any emp

- 18.3 Either Party may disclose it to any becomes public k
- 18.4 The provisions of their terms, notwi any reason.

#### 19. No Partnership or Ager

- 19.1 This Agreement between the Parti
- 19.2 Nothing in the Ag the Parties the ag

#### 20. **Non-Assignment**

This Agreement is per mortgage, charge or sul otherwise delegate any the terms of this Agreem

#### 21. Notices

All notices to be given ur

delivered personally or s deemed duly served:

- 21.1 in the case of a n
- 21.2 in the case of a r Days after the da
- 21.3 in the case of em of sending and if following Busines class prepaid pos

### 22. Nature of Agreement

- 22.1 In relation to the l arrangements an entire agreement by an instrument of the Parties.
- 22.2 Each Party ackno rely on any warra Agreement, and statute or commo
- 22.3 Each Party confi Agreement on the expressly incorpo is intended to or misrepresentation
- 22.4 No failure or dela Agreement shall I either Party of a deemed to be a other provision.
- 22.5 If any provision or authority to be inv shall continue to the affected provi

### 23. Arbitration and Dispute

Any dispute, controversy this Agreement (includir therefrom or associated person as agreed by the be referred to an arbitrat <<nature of association> d post or by email and shall be

, at the time of delivery;
 prepaid post, 2 Clear Business

business hours then at the time isiness hours then on the next onfirmatory copy is sent by first of the next Business Day.

upersedes all prior agreements, he Parties and it constitutes the d it may not be modified except duly authorised representatives

into this Agreement, it does not cept as expressly set out in this es or other terms implied by fullest extent permitted by law.

hat it has not entered into this on any representation that is not ht but nothing in the Agreement er Party's liability for fraudulent

cising any of its rights under this or of that right, and no waiver by on of this Agreement shall be ent breach of the same or any

by any court or other competent whole or in part, this Agreement provisions and the remainder of

between the Parties relating to matters and obligations arising red, if not settled amicably, to a is reached, the matter will then sident for the time being of the

## 24. Applicable Law and Ju

- 24.1 This Agreement between the pa contractual matt therewith) shall b laws of England a
- 24.2 Subject to the pro any dispute, con relating to this A obligations arising [exclusive] jurisdi



roversy, proceedings or claim greement (including any nonising therefrom or associated strued in accordance with, the

ch Party irrevocably agrees that or claim between the parties y non-contractual matters and d therewith) shall fall within the land and Wales.

## IN WITNESS WHEREOF this A first before written

SIGNED by <<Name and Title of

for and on behalf of <<Party 1>>

In the presence of <<Name & Address of Witness>

## SIGNED by

<<Name and Title of person sign

for and on behalf of <<Party 2>>

In the presence of <<Name & Address of Witness>



y executed the day and year

/ 1>>

Schedule 1

<<Details of the Business Plan>

[Note: If required, include terms and remuneration of Project Ma

<<Details of the Project>>



g obligations of confidentiality)

]

		C		
Schedule 2 < <specific each="" of="" party="" roles="">&gt;</specific>				
Role -	Party 1		Role –	Party 2
		Д		
< <resources be="" pr<="" th="" to=""><th>ovided by</th><th></th><th></th><th></th></resources>	ovided by			
Resources	Pa		y 2	Timeframe
[Describe resources each Party will provide as referred to in the main body of the Agreement].				
		P		
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Schedule 3

<< Details of the ongoing financi:

arty>> A 门