

S

A

M

P

L

E

CONTRACT AGREEMENT

THIS AGREEMENT is made the << day >> of << month >> << year >>

BETWEEN:

- (1) << Name of Party 1 >>¹, of << Insert Country of incorporation >> under No. << Insert Registered Number >> whose registered office is at << Insert Registered Office >> (<< Party 1 >>); and
- (2) << Name of Party 2 >>, of << Insert Country of incorporation >> under No. << Insert Registered Number >> whose registered office is at << Insert Registered Office >> (<< Party 2 >>).

BACKGROUND

- A. << Party 1 >> carries on << Business type >>.
- B. << Party 2 >> carries on << Business type >>.
- C. The Parties wish to establish a joint venture together to carry out << Project >> participating in and operating a joint venture.
- D. This Agreement sets out the terms on which the Project shall take place.

IT IS AGREED as follows:

1. **Definitions and Interpretation**
- 1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

Business Days

[other than Saturday and Sunday) on which [the] banks are open for [their full business in <<London>>];

Business Plan

the business plan for the [life of the] Project adopted by the Parties outlining the financial plan for the Project and containing cash flow and an operating budget for each year of the Project;

¹ The Parties may be companies or individuals, however this should be adjusted if this is not the case.

on the basis the Parties are companies,

Clear Business Days

Commencement Date

Confidential Information

Intellectual Property Rights

Management Committee

Project

Project Manager

Representative[s]

S

A

M

P

L

E

period of notice, means, that period when the notice is given or deemed to be given for which it is given or on which it is given;

the Project commences as set out in Schedule 1;

to either Party, information which is confidentially provided to or received by the other Party pursuant to or in connection with this Agreement (whether orally or in writing, in any medium, and whether or not the information is expressly stated to be confidential or otherwise confidential) shall include, but not be limited to, information which is not publicly known including the details of the Project, the Project finances, <<details of the Project that will be exchanged between the Parties>> and any other commercially sensitive information of the other Party regardless of its nature;

contingent and future intellectual property rights including but not limited to copyright, trademarks, business names and domain names, patents, know-how, trade secrets, and database rights in each case whether registered or unregistered and whether or not including all applications and rights to be granted, renewals or extensions of, and any other rights from, such rights and all similar or related forms of protection which subsist in or over the foregoing and including rights under licences in relation to the foregoing;

established to manage the Project on behalf of the Parties in accordance with Clause 7 of this Agreement;

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

appointed by the Management Committee pursuant to Clause 7 to carry out and be responsible for the day to day operation and control of the Project in accordance with Clause 8;

[s] representing each Party on the Management Committee; and

S

A

- #### 1.2.4 "Party" or

parties to this Agreement.

- ### 1.5 References to any

the other gender.

M

- 2.3 Subject to Clause 2.2, the Party's right to make any arrangements that may be required to bring into being after the

Agreement shall restrict either its business activities or any commencement Date or that come

P

L

E

S

A

M

P

L

E

4. Roles of the Parties

- 4.1 Each Party shall, in connection with the Project:
- 4.1.1 assume the responsibility for the Resources as described in the Schedules (if any) specified;
 - 4.1.2 at all times maintain open communication with each other and act in good faith in the performance of this Agreement;
 - 4.1.3 ensure that the Project Management Committee liaise and cooperate with the other Party as may be necessary;
 - 4.1.4 use reasonable endeavours in performing its obligations;
 - 4.1.5 comply with applicable laws and regulations;
 - 4.1.6 comply with applicable standards;
 - 4.1.7 obtain and maintain all licences and permissions (statutory, regulatory or otherwise) that are necessary to enable it to complete the Project;
 - 4.1.8 ensure that the Project Management Committee provides conform with any requirements set out in the Schedules;
 - 4.1.9 comply with applicable health and safety regulations as are required;
 - 4.1.10 appoint [a Project Management Committee and ensure it complies with Clause 7; and
 - 4.1.11 ensure that the Project Management Committee [or agents] who are suitably qualified and experienced to perform the duties of the Project Management Committee.
- 4.2 To enable the Parties to realise the full benefits of their collaboration, each Party shall:
- 4.2.1 engage the Project Management Committee in discussions in relation to its obligations under the Agreement;
 - 4.2.2 keep the other Party informed of its progress in relation to the Project;
 - 4.2.3 notify the other Party of any developments that may impact the Project;
 - 4.2.4 supply to the other Party any information and assistance reasonably requested by the other Party as is necessary to enable the other Party to perform its obligations in relation to the Project;
 - 4.2.5 such other obligations as may be required by the Parties from time to time.

5. Financial Contributions

- 5.1 The initial financial contributions of the Parties shall be as follows:

SAMPLE

<< Party 1 >> shall contribute to the Project in the following manner: <<insert details as to when initial contribution>>.

<< Party 2 >> shall contribute to the Project in the following manner: <<insert details as to when initial contribution>>.

Such contribution amounts will be agreed between the Parties. Further contributions shall be as agreed between the Parties or as set out in Schedule 3.

5.2 All financial contributions shall be deposited with <<Bank>>. Cheques shall be payable to the Project Manager.

5.3 Except as provided in Schedule 3, each Party shall:

5.3.1 be responsible for the Project, in connection with the Project, in the manner it provides; and

5.3.2 not be entitled to claim anything, or to claim anything from the Project, from either Party for the provision of services it provides in connection with the Project.

6. Profits of the Project

The profits and losses of the Project shall be shared between the Parties in the following proportions:-

Party 1 - <<figure>> %

Party 2 - <<figure>> %

7. Management of the Project

7.1 The Parties shall appoint a Management Committee comprising of <<insert number>> representatives from each of the Parties. Each representative shall be replaced by <<insert number>> [s] at any time, on prior written notice to the other Party. Each representative shall be obliged, at all times to maintain <<insert number>> initiative[s] on the Management Committee.

7.2 Each Party shall appoint a Representative <<insert number>> working days after the execution of this Agreement. The Representative shall notify the other Party of the details of the Representative[s]. Such Representative shall have the power to bind the relevant Party to the decisions of the Management Committee.

7.3 The Management Committee shall:

7.3.1 direct and manage the Project in accordance with the terms of the Agreement (including the Schedules) and the Business Plan;

7.3.2 review the progress of the Project <<three>> months and present the Business Plan to the Parties for their approval;

7.3.3 appoint a Representative <<insert number>> working days after the execution of this Agreement, or appoint a current or former employee of [or having been employed by] either Party];

S

A

M

P

L

E

7.3.4 [engage the independent contractor in the joint name with terms and in return for such remuneration (as set out in the Business Plan)]; and

7.3.5 oversee the Project Manager and the overall progress of the Project.

7.4 The Management Committee shall make all decisions made unanimously. If there is a disagreement between the members of the Management Committee, a decision can be made by the Management Committee and the Management Committee and the Management Committee shall apply.

7.5 Except as provided in writing from time to time, the Management Committee shall not have any authority to, and shall not incur any liability for or on behalf of either or both Parties in matters relating to the Project.

7.6 No remuneration shall be payable to the representatives for serving on the Management Committee.

8. Responsibilities of Project Manager

8.1 The Project Manager shall:

8.1.1 Be responsible for the day to day operation and control of the Project, with reference to the Business Plan.

8.1.2 Comply with the directions of the Management Committee.

8.1.3 Arrange and attend at <<e.g. Monthly>> intervals, to the Project Manager and the Management Committee.

8.1.4 Be responsible for the relationship between the Parties.

8.1.5 Liaise with the Management Committee and each Party's representatives as necessary.

8.1.6 Keep full, accurate records of <<details of records and reports to the Management Committee>>.

8.1.7 Maintain a record of the Project in accordance with Clause 10.

8.1.8 Comply with the provisions for the time being in force relating to the Project.

8.1.9 Not have, employ any staff or enter into any commitment for or on behalf of any third party for or on behalf of the Project.

8.1.10 <<Any other matters relating to the Project Manager>>.

8.2 Each Party shall grant the Project Manager such access to its premises as may be necessary for the Project.

S

A

M

P

L

E

[[and workforce] [in order to carry out

s may reasonably be required in

8.3 On completion of the Project Manager shall produce a final report (the "Final Report") containing such details as the Management Committee may require. The Parties shall jointly inspect and evaluate the [work performed under] the Project and shall each sign a certificate acknowledging that the Project has been completed to the satisfaction of the Parties.

Manager shall produce a final report containing such details as the Management Committee may require. The Parties shall jointly inspect and evaluate the [work performed under] the Project and shall each sign a certificate acknowledging that the Project has been completed to the satisfaction of the Parties.

8.4 Subject to Clause 8.5, the Project Manager shall be bound by any action taken by the Management Committee] in good faith and in accordance with the terms of this Agreement.

be bound by any action taken by the Management Committee] in good faith and in accordance with the terms of this Agreement.

8.5 The Project Manager shall, in the performance of their duties hereunder, use all reasonable care and skill and shall employ endeavours to achieve the objectives of the Project and act impartially between the Parties.

at their duties hereunder, use all reasonable care and skill and shall employ endeavours to achieve the objectives of the Project and act impartially between the Parties.

8.6 The Project Manager shall not be liable for any error or mistake of law or fact or any act or omission in the exercise of their power and authority as Project Manager, but shall remain liable for gross negligence.

or any error or mistake of law or fact or any act or omission in the exercise of their power and authority as Project Manager, but shall remain liable for gross negligence.

9. Office Services and Personnel

9.1 Unless otherwise agreed, the Project Manager shall provide, in addition to the Resources:

addition to the Resources:

9.1.1 any office services to be provided by <<Name of Party>> [on a cost charge to charge <<other Party>> on such basis as shall be agreed for all reasonable expenses for such services]; and

be provided by <<Name of Party>> [on a cost charge to charge <<other Party>> on such basis as shall be agreed for all reasonable expenses for such services]; and

9.1.2 in relation to personnel that either Party makes available to the Project, the cost and expense of such availability shall be determined by agreement.

onnel that either Party makes available to the Project, the cost and expense of such availability shall be determined by agreement.

10. Accounts

10.1 The Project Manager shall maintain accurate and complete accounting and other financial records for the Project, which are in accordance with generally accepted accounting principles and the requirements of all applicable laws.

and complete accounting and other financial records for the Project, which are in accordance with generally accepted accounting principles and the requirements of all applicable laws.

10.2 Each Party and its representatives, including the Management Committee, shall have access at all reasonable times to examine and take copies of the Project records.

ives, including the Management Committee, shall have access at all reasonable times to examine and take copies of the Project records.

11. Warranties

11.1 Each Party warrants that:

that:

SAMPLE

11.1.1 it has full authority to carry out the Project as contemplated and that it will not be in breach of the rights of the other Party in forming this Agreement.

11.1.2 it will perform the Project in a professional manner with reasonable care and diligence, using qualified personnel, and that it will use all reasonable efforts to achieve the objectives of the Project.

11.1.3 all information provided by it pursuant to this Agreement shall be true, of its knowledge, accurate and complete, and it shall not provide any such information, in the absence of any third party.

12. Intellectual Property

This Agreement does not constitute an assignment of Intellectual Property Rights. All Intellectual Property Rights in the materials provided by either Party to the other or to the Project shall remain the sole property of the Party providing such Intellectual Property. The Project Manager shall have a non-exclusive licence to use the Intellectual Property for the purposes of the Project.

13. Data Protection

Each Party shall, at its own expense, ensure that it complies with [and assists the other Party to comply with] all legislation and regulatory requirements in force from time to time, including the use of personal data and the privacy of electronic communications, including the Data Protection Act 2018 and any successor legislation, and any applicable European Union regulation (EU 2016/679) and any other applicable law relating to data protection of the European Union having effect in the United Kingdom.

14. Termination

14.1 This Agreement shall terminate upon the completion of the Project, unless the Agreement is terminated in accordance with any of the provisions of this clause.

14.2 Either Party shall have the right to terminate this Agreement forthwith at any time by written notice if any of the following occur:

14.2.1 the other Party has committed a material breach of any of the terms of this Agreement (which is capable of remedy) fails to remedy the breach within >> days>> of receipt of notice in writing to do so;

14.2.2 the other Party has ceased or substantially reduced a substantial part] of its business;

14.2.3 the other Party has been subject to an administration order;

14.2.4 a receiver, administrator or similar is appointed over, or an enforcement action is taken against, or any of the other Party's property or assets;

to carry out the Project as contemplated and that it will not be in breach of the rights of the other Party in forming this Agreement.

professional manner with reasonable care and diligence, using qualified personnel, and that it will use all reasonable efforts to achieve the objectives of the Project.

provided by it pursuant to this Agreement shall be true, of its knowledge, accurate and complete, and it shall not provide any such information, in the absence of any third party.

Intellectual Property Rights. All Intellectual Property Rights in the materials provided by either Party to the other or to the Project shall remain the sole property of the Party providing such Intellectual Property. The Project Manager shall have a non-exclusive licence to use the Intellectual Property for the purposes of the Project.

Each Party shall, at its own expense, ensure that it complies with [and assists the other Party to comply with] all legislation and regulatory requirements in force from time to time, including the use of personal data and the privacy of electronic communications, including the Data Protection Act 2018 and any successor legislation, and any applicable European Union regulation (EU 2016/679) and any other applicable law relating to data protection of the European Union having effect in the United Kingdom.

until the completion of the Project, unless the Agreement is terminated in accordance with any of the provisions of this clause.

this Agreement forthwith at any time by written notice if any of the following occur:

material breach of any of the terms of this Agreement (which is capable of remedy) fails to remedy the breach within >> of receipt of notice in writing to do so;

substantial part] of its business;

an administration order;

or similar is appointed over, or an enforcement action is taken against, or any of the other Party's property or assets;

SAMPLE

14.2.5 the other Party shall be deemed to have no management or composition with its creditors, or to have ceased to carry on business, or to be unable to pay its debts as they fall due; or

14.2.6 control of the other Party by any person or connected persons not a Party to this Agreement on the date of this Agreement and "control" and "connected persons" shall have the meaning ascribed thereto by Sections 1124 and 1122 respectively of the Income Tax Act 2010.

14.3 Forthwith upon termination of this Agreement, a profit and loss account shall be prepared by the other Party of termination and the value of the business as evidenced by such account. If the other Party does not agree with the results of such account, the dispute will be referred to arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce.

15. Force Majeure

Neither Party shall be liable for delay in performing, or failure to perform, its obligations under this Agreement if such delay or failure results from circumstances or causes beyond its reasonable control. In such event, the affected Party shall be entitled to a reasonable extension of time for performance of such obligations. If the period of delay or non-performance exceeds the relevant number of days>>, the other Party not affected may terminate the Agreement by giving <<7 days>> written notice to the affected Party.

16. Non-Competition

Each Party undertakes that until the expiry or termination of this Agreement, it shall not, directly or indirectly, carry on or be interested in a business or transaction that competes or would be in direct conflict with the business of the other Party.

17. Non-Solicitation

Each Party undertakes that until whichever first occurs, either the expiry or termination of this Agreement or six months thereafter, it shall not, directly or indirectly, solicit or entice away any employee, agent or contractor of the other Party.

18. Confidentiality

18.1 Each Party undertakes that it shall, at all times until the expiry or termination of this Agreement, maintain confidential all information and for <<6 months>> after the expiry or termination of this Agreement.

- 18.1.1 keep confidential the Confidential Information;
- 18.1.2 not disclose Confidential Information to any other person;
- 18.1.3 not use Confidential Information for any purpose other than for the purposes of the Agreement, by, and subject to the terms of, this Agreement;
- 18.1.4 not make Confidential Information available in any way or part with possession of any Confidential Information;
- 18.1.5 ensure that no Confidential Information is disclosed by its officers, employees, agents or advisers or any other person by that Party, would be a breach of this Agreement.
- 18.2 Either Party may disclose Confidential Information to:
 - 18.2.1 the Manager;
 - 18.2.2 the Project Manager;
 - 18.2.3 any sub-contractor of the other Party;
 - 18.2.4 any government body or regulatory body; or
 - 18.2.5 any employee of the other Party or of any of the companies controlled by that Party, but only to the extent necessary for the purposes of and as required by law.
- 18.3 Either Party may disclose Confidential Information for any purpose, or to any person, provided that Confidential Information is or becomes public knowledge through no fault of that Party.
- 18.4 The provisions of this Agreement shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

19. No Partnership or Agency

- 19.1 This Agreement shall not be construed so as to create a partnership or agency between the Parties.
- 19.2 Nothing in the Agreement shall be construed so as to constitute either of the Parties the agent or representative of the other Party.

20. Non-Assignment

This Agreement is personal to the Parties and neither Party may assign, sub-contract, mortgage, charge or sub-let the obligations hereunder, or sub-contract or otherwise delegate any of the obligations hereunder, except in accordance with the terms of this Agreement.

21. Notices

All notices to be given under this Agreement shall be in writing and shall either be

delivered personally or served by first class prepaid post or by email and shall be deemed duly served:

- 21.1 in the case of a notice, at the time of delivery;
- 21.2 in the case of a notice by first class prepaid post, 2 Clear Business Days after the date of posting;
- 21.3 in the case of email, at the time of sending and if no confirmation of receipt is received within the following Business Day, a confirmatory copy is sent by first class prepaid post on the following Business Day.

delivered personally or served by first class prepaid post or by email and shall be deemed duly served:

- 21.1 in the case of a notice, at the time of delivery;
- 21.2 in the case of a notice by first class prepaid post, 2 Clear Business Days after the date of posting;
- 21.3 in the case of email, at the time of sending and if no confirmation of receipt is received within the following Business Day, a confirmatory copy is sent by first class prepaid post on the following Business Day.

22. Nature of Agreement

- 22.1 In relation to the Agreement, the Parties acknowledge that the Agreement supersedes all prior agreements, arrangements and understandings between the Parties and it constitutes the entire agreement between the Parties and it may not be modified except by an instrument signed by the duly authorised representatives of the Parties.
- 22.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any warranty, representation or statement made by the other Party, except as expressly set out in this Agreement, and it accepts the terms, conditions and exclusions of the Agreement in their fullest extent permitted by law.
- 22.3 Each Party confirms that it has not entered into this Agreement on the basis of any representation that is not expressly incorporated into the Agreement but nothing in the Agreement is intended to or shall limit or exclude the liability of either Party for fraudulent misrepresentation.
- 22.4 No failure or delay in the performance of any obligation under this Agreement shall constitute a breach of the Agreement by either Party of a fundamental or material nature and no breach of this Agreement shall be deemed to be a breach of any other provision.
- 22.5 If any provision of the Agreement is held by any court or other competent authority to be invalid, void or unenforceable in whole or in part, this Agreement shall continue to be valid and enforceable in all other provisions and the remainder of the Agreement shall survive.

supersedes all prior agreements, arrangements and understandings between the Parties and it constitutes the entire agreement between the Parties and it may not be modified except by an instrument signed by the duly authorised representatives of the Parties.

Each Party acknowledges that, in entering into this Agreement, it does not rely on any warranty, representation or statement made by the other Party, except as expressly set out in this Agreement, and it accepts the terms, conditions and exclusions of the Agreement in their fullest extent permitted by law.

Each Party confirms that it has not entered into this Agreement on the basis of any representation that is not expressly incorporated into the Agreement but nothing in the Agreement is intended to or shall limit or exclude the liability of either Party for fraudulent misrepresentation.

No failure or delay in the performance of any obligation under this Agreement shall constitute a breach of the Agreement by either Party of a fundamental or material nature and no breach of this Agreement shall be deemed to be a breach of any other provision.

If any provision of the Agreement is held by any court or other competent authority to be invalid, void or unenforceable in whole or in part, this Agreement shall continue to be valid and enforceable in all other provisions and the remainder of the Agreement shall survive.

23. Arbitration and Dispute Resolution

Any dispute, controversy or claim arising out of or in connection with this Agreement (including non-contractual disputes or claims) shall be referred to an arbitrator or arbitral tribunal to be agreed by the Parties or, if no agreement is reached, the matter will then be referred to an arbitrator or arbitral tribunal resident for the time being of the <<nature of association>>.

Any dispute, controversy or claim arising out of or in connection with this Agreement (including non-contractual disputes or claims) shall be referred to an arbitrator or arbitral tribunal to be agreed by the Parties or, if not settled amicably, to a court of competent jurisdiction. If no agreement is reached, the matter will then be referred to an arbitrator or arbitral tribunal resident for the time being of the <<nature of association>>.

24. **Applicable Law and Jurisdiction**

24.1 This Agreement between the parties to this Agreement (including any non-contractual matters arising therefrom or associated therewith) shall be governed by the laws of England and Wales.

24.2 Subject to the provisions of this Agreement, each Party irrevocably agrees that any dispute, controversy or claim between the parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the [exclusive] jurisdiction of the courts of England and Wales.

S
A
M
P
L
E

IN WITNESS WHEREOF this Agreement is
first before written

by executed the day and year

SIGNED by <<Name and Title of Party 1>>

for and on behalf of <<Party 1>>

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

SIGNED by

<<Name and Title of person signing>>

for and on behalf of <<Party 2>>

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

S

A

M

P

L

E

Schedule 1

<<Details of the Business Plan>

[Note: If required, include terms and remuneration of Project Manager and obligations of confidentiality]

<<Details of the Project>

S

A

M

P

L

E

Schedule 2

<<Specific roles of each Party>>

Role - Party 1	Role – Party 2

<<Resources to be provided by

Resources	Party 1	Party 2	Timeframe
[Describe resources each Party will provide as referred to in the main body of the Agreement].			

S
A
M
P
L
E

Schedule 3

<<Details of the ongoing financial relationship with the other party>>

S

A

M

P

L

E