

S

A

M

P

L

E

CONTRACT AGREEMENT

**THIS AGREEMENT** is made the

>> << year >>

**BETWEEN:**

- (1) << Name of Party 1 >><sup>1</sup>,  
incorporation>> under Ne  
is at <<Insert Registered
- (2) << Name of Party 2 >>, a  
incorporation>> under Ne  
is at <<Insert Registered

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

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

**BACKGROUND**

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

ess type>>.

ess type >>.

icipating in and operating a joint

s on which the Project shall take

**IT IS AGREED** as follows:

1. **Definitions and Interpre**
- 1.1 In this Agreement, un  
expressions have the fol

erwise requires, the following

**Business Days**

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

**Business Plan**

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;

**Clear Business Days**

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

**Commencement Date**

the Project commences as set out in

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

on the basis the Parties are companies,

**Confidential Information**

**Intellectual Property Rights**

**Management Committee**

**Project**

**Project Manager**

**Representative[s]**

**Resources**

1.2 In this Agreement

# S A M P L E

to either Party, information which is  
by the other Party pursuant to or  
this Agreement (whether orally or in  
medium, and whether or not the  
stated to be confidential or  
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  
any other commercially sensitive  
Party regardless of its nature;

contingent and future intellectual  
including 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  
including 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;

established 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,  
e 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

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

# SAMPLE

- 1.2.1 "this Agreement" shall mean this Agreement and each of the Schedules attached hereto from time to time;
- 1.2.2 a Schedule shall mean a Schedule attached to this Agreement;
- 1.2.3 a Clause shall mean a Clause of this Agreement (including the Schedules) or a paragraph of the relevant Schedule;
- 1.2.4 "Party" or "Parties" shall mean the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting a singular meaning shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

## 2. The Project and the Business Plan

- 2.1 Schedule 1 sets out the Business Plan and the Project agreed between the Parties to this Agreement. The Parties agree that Schedule 1 shall be subject to mutual written agreement at any time, to alter the Business Plan for the Project (which will also be subject to mutual written agreement at any time of this Agreement).
- 2.2 On or before the date of this Agreement, the Parties have agreed the Business Plan and the Project. The Parties shall, from the date of this Agreement, maintain a working capital required for the Project, an operational account for each month projected profit and loss account for each month.
- 2.3 Subject to Clause 14, the Parties shall restrict either Party's right to carry out its business activities or any arrangements that may be made after the commencement Date or that come into being after the commencement Date.

## 3. Term

The Project shall commence on the commencement Date, being <<Insert Relevant Date>> and shall continue until the termination Date. Each Party shall use reasonable endeavours to complete the Project by the end of that period.

## 4. Roles of the Parties

- 4.1 Each Party shall, in relation to the Project:
  - 4.1.1 assume the responsibilities set out in Schedule 1 (if any) specified;
  - 4.1.2 at all times act in good faith towards each other and act in good faith in relation to this Agreement;
  - 4.1.3 ensure that the Project is managed in accordance with the necessary;
  - 4.1.4 use reasonable endeavours in performing its obligations;

# SAMPLE

- 4.1.5 comply with the applicable laws and regulations;
- 4.1.6 comply with the applicable laws and regulations;
- 4.1.7 obtain and maintain all necessary licences and permissions (statutory, regulatory or otherwise) that are necessary to enable it to comply with the applicable laws and regulations;
- 4.1.8 ensure that the Project provides conform with any description set out in the Schedules;
- 4.1.9 comply with applicable health and safety regulations as are required;
- 4.1.10 appoint [a person] to the Management Committee and comply with Clause 7; and
- 4.1.11 ensure that the Project [or agents] who are suitably qualified and experienced.

- 4.2 To enable the Parties to share the benefits of their collaboration, each Party shall:
  - 4.2.1 engage the Project in discussions in relation to its Resources;
  - 4.2.2 keep the other Party updated on its progress in relation to the Project;
  - 4.2.3 notify the other Party of developments that may impact the Project;
  - 4.2.4 supply to the other Party information and assistance reasonably requested as is necessary to enable the other Party to perform its obligations in relation to the Project; and
  - 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 shall be as follows:
  - << Party 1 >> shall contribute <<insert details as to when initial contribution>>.
  - << Party 2 >> shall contribute <<insert details as to when initial contribution>>.Such contributions and further contributions shall be as agreed between the Parties and 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 costs incurred in connection with the Project, in accordance with it provides; and

# SAMPLE

5.3.2 not be entitled to receive anything, for the Project

the other Party for the provision of services it provides in connection with

## 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 jointly appoint a Management Committee comprising [<<insert number>>] Representatives. Each Party may replace its appointed person by giving written notice to the other Party. Each Party shall maintain [<<insert number>>] Representatives on the Management Committee.

7.2 Each Party shall, within [<<insert number>>] working days after the execution of this Agreement, notify the other Party of the details of the Representative[s] that they represent on the Management Committee. Such Representative[s] shall have the authority 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 (the Schedules) and the Business Plan;

7.3.2 review the progress of the Project every [<<three>>] months and present a report on the progress of the Project to the Parties for their approval;

7.3.3 appoint a Project Manager (who shall not be a current or former employee of [or having been associated with] either Party);

7.3.4 engage the Project Manager as an independent contractor on such terms and in return for such remuneration as may be agreed by the Parties in writing; and

7.3.5 oversee the progress of the Project 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 such a decision can be made by the majority of the Management Committee and shall apply. In the event of a disagreement between either Party, the provisions of the Agreement 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 enter into any contract or agreement on behalf of either or both Parties in connection with 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, within the limits of the Business Plan;
  - 8.1.2 comply with the directions of the Management Committee;
  - 8.1.3 arrange and convene the Management Committee at <<e.g. Monthly>> intervals, to be attended by 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 may be necessary;
  - 8.1.6 keep full, accurate records of <<details of records and reports to the Management Committee>>;
  - 8.1.7 maintain the Project in accordance with Clause 10;
  - 8.1.8 comply with the provisions for the time being in force relating to the Project; [and]
  - 8.1.9 not have, nor shall they engage or employ any third party, who shall not, employ any staff or incur any commitment or liability to either or both Parties[; and][.];
  - 8.1.10 [ <<add any other duties of the Project Manager>> .]
- 8.2 Each Party shall [grant] [and workforce] [grant] such access to its premises [and] [and] as may be reasonably required in order to carry out the Project.
- 8.3 On completion of the Project, the Project Manager shall produce a final report (the "Final Report") in which he shall set out such details as the Management Committee may require. The Parties shall jointly inspect and evaluate the [work] [and] [and] performed under the Project and shall each sign a certificate to that effect. The Parties shall acknowledge that the Project has been completed to the satisfaction of the Management Committee.
- 8.4 Subject to Clause 10, the Project Manager shall be bound by any action taken by the Management Committee in good faith under this Agreement.
- 8.5 The Project Manager shall, in the performance of their duties hereunder, use all reasonable care and skill and make every endeavour 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 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:
- 9.1.1 any office services to be provided by <<Name of Party>> [to be provided by <<Name of Party>>] to charge <<other Party>> on such basis as to be agreed for all reasonable expenses for such services]; and
- 9.1.2 in relation to personnel that either Party makes available to the other, the availability and expense of such availability shall be determined by agreement.
10. **Accounts**
- 10.1 The Project Manager shall provide 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 the right at all reasonable times to examine and take copies of the accounts and records.
11. **Warranties**
- 11.1 Each Party warrants that:
- 11.1.1 it has full authority to carry out the Project as contemplated by this Agreement and that it will not be in breach of the obligations of the Parties in performing 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; and
- 11.1.3 all information provided by it pursuant to this Agreement is true, correct, of its knowledge, accurate and complete, and it will not provide any such information, data and records that are false or misrepresent of any third party.
12. **Intellectual Property**
- This Agreement does not create any 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 and the other Party to comply with all requirements in force from the privacy of electronic communications and any successor legislation (EU 2016/679) and any other legislation relating to data protection of the European Union having

it complies with [and assists the other Party to comply with] all legislation and regulatory requirements relating to the use of personal data and in particular the Data Protection Act 2018 and the General Data Protection Regulation (EU 2016/679) and any other European Union regulation and to the extent that the law

### 14. Termination

14.1 This Agreement shall remain in force until the completion of the Project unless the Agreement is terminated in accordance with any of the provisions of this section.

14.1 This Agreement shall remain in force until the completion of the Project unless the Agreement is terminated in accordance with any of the provisions of this section.

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

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

14.2.1 the other Party is in breach of any of the terms of this Agreement (which is capable of remedy) fails to remedy the breach within 30 days>> of receipt of notice in writing to do so;

14.2.1 the other Party is in breach of any of the terms of this Agreement (which is capable of remedy) fails to remedy the breach within 30 days>> of receipt of notice in writing to do so;

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

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

14.2.3 the other Party has been ordered by an administration order;

14.2.3 the other Party has been ordered by an administration order;

14.2.4 a receiver or similar is appointed over, or an encumbrance is placed on any of the other Party's property or assets;

14.2.4 a receiver or similar is appointed over, or an encumbrance is placed on any of the other Party's property or assets;

14.2.5 the other Party's management or composition with its creditors, ceases to carry on business, becomes insolvent or unable to pay its debts as they fall due; or

14.2.5 the other Party's management or composition with its creditors, ceases to carry on business, becomes insolvent or unable to pay its debts as they fall due; or

14.2.6 control of the other Party or connected persons" as defined in Sections 1124 and 1125 of the Companies Act 2006 is required by any person, or by the other Party on the date of this Agreement, "control" and "connected persons" as ascribed thereto by Sections 1124 and 1125 of the Companies Act 2006.

14.2.6 control of the other Party or connected persons" as defined in Sections 1124 and 1125 of the Companies Act 2006 is required by any person, or by the other Party on the date of this Agreement, "control" and "connected persons" as ascribed thereto by Sections 1124 and 1125 of the Companies Act 2006.

14.3 Forthwith upon termination of this Agreement, a profit and loss account shall be prepared by the other Party in the interest of each Party and the value of the account shall be payable to the other Party. If the Party does not agree with the profit and loss account, the dispute shall be referred to arbitration in accordance with the Arbitration Act 1996.

14.3 Forthwith upon termination of this Agreement, a profit and loss account shall be prepared by the other Party in the interest of each Party and the value of the account shall be payable to the other Party. If the Party does not agree with the profit and loss account, the dispute shall be referred to arbitration in accordance with the Arbitration Act 1996.

## 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 instances or causes beyond its reasonable control. In such circumstances, the affected Party shall be entitled to a reasonable extension of time for the performance of its obligations. If the period of such delay or non-performance exceeds <<7 days>>, the Party not affected may terminate the Agreement by giving <<7 days>> written notice to the affected Party.

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 instances or causes beyond its reasonable control. In such circumstances, the affected Party shall be entitled to a reasonable extension of time for the performance of its obligations. If the period of such delay or non-performance exceeds <<7 days>>, the Party not affected may terminate the Agreement by giving <<7 days>> written notice to the affected Party.

## 16. Non-Competition

Each Party undertakes until whichever first occurs, either the expiry or termination of this Agreement, not to, 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.

Each Party undertakes until whichever first occurs, either the expiry or termination of this Agreement, not to, 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 until whichever first occurs, either the expiry or termination of this Agreement, not, without the prior written consent of the other Party, to solicit or entice away any employee, agent or contractor of the other Party.

Each Party undertakes until whichever first occurs, either the expiry or termination of this Agreement, not, without the prior written consent of the other Party, to solicit or entice away any employee, agent or contractor of the other Party.

## 18. Confidentiality

18.1 Each Party undertakes until whichever first occurs, either the expiry or termination of this Agreement, and for <<6 months>> thereafter, to keep confidential and not to disclose to any other person, and not to use any information for any purpose other than for the purposes of this Agreement, any information that it shall, at all times until the termination of this Agreement, receive from the other Party that is confidential information;

18.1 Each Party undertakes until whichever first occurs, either the expiry or termination of this Agreement, and for <<6 months>> thereafter, to keep confidential and not to disclose to any other person, and not to use any information for any purpose other than for the purposes of this Agreement, any information that it shall, at all times until the termination of this Agreement, receive from the other Party that is confidential information;

18.1.1 keep confidential and not to disclose to any other person, and not to use any information for any purpose other than for the purposes of this Agreement, any information that it shall, at all times until the termination of this Agreement, receive from the other Party that is confidential information;

18.1.1 keep confidential and not to disclose to any other person, and not to use any information for any purpose other than for the purposes of this Agreement, any information that it shall, at all times until the termination of this Agreement, receive from the other Party that is confidential information;

18.1.2 not disclose to any other person, and not to use any information for any purpose other than for the purposes of this Agreement, any information that it shall, at all times until the termination of this Agreement, receive from the other Party that is confidential information;

18.1.2 not disclose to any other person, and not to use any information for any purpose other than for the purposes of this Agreement, any information that it shall, at all times until the termination of this Agreement, receive from the other Party that is confidential information;

18.1.3 not use any information for any purpose other than for the purposes of this Agreement, any information that it shall, at all times until the termination of this Agreement, receive from the other Party that is confidential information;

18.1.3 not use any information for any purpose other than for the purposes of this Agreement, any information that it shall, at all times until the termination of this Agreement, receive from the other Party that is confidential information;

18.1.4 not make any disclosure, in any way or part with possession or control, of any Confidential Information to any other person, and not to use any information for any purpose other than for the purposes of this Agreement, any information that it shall, at all times until the termination of this Agreement, receive from the other Party that is confidential information;

18.1.4 not make any disclosure, in any way or part with possession or control, of any Confidential Information to any other person, and not to use any information for any purpose other than for the purposes of this Agreement, any information that it shall, at all times until the termination of this Agreement, receive from the other Party that is confidential information;

18.1.5 ensure that its officers, employees, agents or advisers do not, without the prior written consent of the other Party, disclose any Confidential Information to any other person, and not to use any information for any purpose other than for the purposes of this Agreement, any information that it shall, at all times until the termination of this Agreement, receive from the other Party that is confidential information;

18.1.5 ensure that its officers, employees, agents or advisers do not, without the prior written consent of the other Party, disclose any Confidential Information to any other person, and not to use any information for any purpose other than for the purposes of this Agreement, any information that it shall, at all times until the termination of this Agreement, receive from the other Party that is confidential information;

18.2 Either Party may disclose Confidential Information to:

18.2 Either Party may disclose Confidential Information to:

18.2.1 the Management of the other Party;

18.2.1 the Management of the other Party;

18.2.2 the Project Management of the other Party;

18.2.2 the Project Management of the other Party;

18.2.3 any sub-contractor of the other Party;

18.2.3 any sub-contractor of the other Party;

18.2.4 any government or regulatory body; or

18.2.4 any government or regulatory body; or



# SAMPLE

- |      |  |  |
|------|--|--|
| 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 but nothing in the Agreement is intended to or shall limit or affect the Party's liability for fraudulent misrepresentation.  |  |
| 22.4 | No failure or delay in exercising any of its rights under this Agreement shall constitute a waiver of that right, and no waiver by either Party of a right under this Agreement shall be deemed to be a precedent breach of the same or any other provision.   |  |
| 22.5 | If any provision of this Agreement is held by any court or other competent authority to be invalid in whole or in part, this Agreement shall continue to operate in its provisions and the remainder of the affected provision shall remain in force.  |  |
| 23.  | <b>Arbitration and Dispute Resolution</b>  |  |
|      | 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 be referred to an arbitrator as agreed by the Parties. If no agreement is reached, the matter will then be referred to an arbitrator chosen by the President for the time being of the <<nature of association>>. |  |
| 24.  | <b>Applicable Law and Jurisdiction</b>   |  |
| 24.1 | This Agreement shall be governed by the laws of England and Wales. Any dispute, controversy, proceedings or claim between the parties arising from or out of this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be referred to and construed in accordance with, the laws of England and Wales.  |  |
| 24.2 | Subject to the provisions of paragraph 24.1, 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 jurisdiction of the courts of England and Wales.  |  |

**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