

# JOINT VENTURE AGREEMENT

Effective date: [DATE]. Complete the bracketed fields and remove unused options before signing.

Participant A: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

Participant B: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

## 1. PROJECT AND STRUCTURE

Project and objectives: [DETAILS]. Duration: [DATES / COMPLETION EVENT]. Structure: [CONTRACTUAL COLLABORATION / IDENTIFIED ENTITY]. No party may bind another except under the written authority below. Required registrations and approvals: [DETAILS].

## 2. CONTRIBUTIONS AND CONTROL

Contributions, staff, assets, milestones and responsibilities of each participant: [LIST]. Governance representatives and voting: [DETAILS]. Budget and spending authority: [AMOUNTS]. Scope or budget changes need [APPROVAL].

## 3. REVENUE AND EXPENSES

Revenue definition, permitted costs, loss sharing and distribution percentages: [DETAILS]. Funding schedule and shortfall process: [TERMS]. Accounts, reporting frequency and inspection rights: [DETAILS].

## 4. INTELLECTUAL PROPERTY AND INFORMATION

Existing rights remain with their owner. Project output ownership, licenses to use background materials and rights after exit: [SPECIFIC ALLOCATION]. External publication needs [APPROVAL]. Each party must use the other's non-public business information only for this engagement, protect it with reasonable care, and disclose it only to people who need it and are bound to protect it. This excludes information already lawfully known, independently developed, lawfully received elsewhere, or public without breach. Required or protected disclosures are not prohibited. On request, return or delete information, except records required by law, which remain protected.

## 5. LIABILITY AND COMPLETION

Responsibility to customers and third parties, insurance and any agreed liability limits: [DETAILS]. A contractual label does not remove liabilities imposed by law. Material breach cure: [PERIOD]. Exit, deadlock, unfinished work, final accounting and asset allocation: [PROCESS].

## 6. NOTICES AND CHANGES

Notices must be sent to the addresses above by [AGREED DELIVERY METHOD] and take effect on [AGREED RECEIPT RULE]. Each party must promptly notify the other of changed contact details. Changes to this agreement must be recorded in writing and accepted by all affected parties.

## 7. LAW AND DISPUTES

Governing law: [AGREED LAW]. Courts or other agreed dispute process: [FORUM AND PROCESS]. The parties will first try to resolve a dispute through their named contacts for [NUMBER] days, without preventing urgent relief or missing a legal deadline. Nothing in this agreement removes rights or requirements that cannot lawfully be excluded.

## 8. COMPLETE AGREEMENT

This document and its completed schedules record the agreement on this subject. If a term cannot be enforced, the remaining terms continue to the extent permitted. Each signatory confirms authority to sign for the named party. Counterparts and electronic signatures may be used where permitted; any additional signing formalities must still be completed.

### SIGNATURES

Participant A: [NAME]

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signing capacity, if applicable: [TITLE / CAPACITY]

Participant B: [NAME]

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signing capacity, if applicable: [TITLE / CAPACITY]