

INTERNATIONAL JOINT VENTURE AGREEMENT TEMPLATE



Download International Joint Venture Agreement sample in Word format. Fill in the blanks and choose the terms of this international agreement that best suit your needs.

DATE:

BETWEEN:

..... [*company legal name*] whose registered office is at
..... [*address, city and country*] and registration/fiscal number is
....., represented by [*name and surname, position*] (hereinafter referred to as "Company A"),

AND:

..... [*company legal name*] whose registered office is at
..... [*address, city and country*] and registration/fiscal number is
....., represented by [*name and surname, position*] (hereinafter referred to as "Company B").

Both parties express a mutual recognition of their legal authority to undertake the present Joint Venture agreement and declare that:

- I. Company A is a company based in, with presence in [*mention countries*] and extensive experience in the sector, its core activity being
- II. Company B is a company based in, with presence in [*mention countries*] and extensive experience in the sector, its core activity being
- III. Both parties are interested in establishing mutual cooperation and consequently agree to the creation of a Joint Venture.
- IV. The constitution of the Joint Venture shall be implemented according to the laws pertaining to foreign investment in the country in which the company is established, and within the regulatory environment of the sector.
- V. To this end, both Parties agree to abide by the following agreements:

ARTICLE 1. OBJECT OF THE JOINT VENTURE

Both Parties agree to join resources and endeavors according to the stipulations of the present agreement in order to:

Alternative A. Develop jointly [describe the activity].

Alternative B. Exploit jointly..... [describe the activity].

Alternative C. Research jointly..... [describe the activity].

Alternative D. Commercialize jointly..... [describe the activity].

Alternative E. Produce jointly [describe the activity].

ARTICLE 2. TERRITORY

Alternative A. The territory in which the Joint Venture is concerned shall be exclusively the whole of [mention country or countries].

Alternative B. The territory in which the Joint Venture is concerned shall be initially the whole of [mention country or countries], and at a later stage the territory that includes [mention country or countries].

ARTICLE 3. FEASIBILITY STUDY

Prior to the constitution of the Joint Venture, both parties may agree to the implementation of a Feasibility Study including, among others, the following elements:

- (a) Definition of the business model;
- (b) Analysis of the regulatory environment pertaining to the activities to be undertaken within the territory hereunder;
- (c) Evaluation of market potential;
- (d) Valuing of assets contributed by the partners;
- (e) Business plan; and
- (f) Schedule of action.

ARTICLE 4. CONSTITUTION OF JOINT VENTURE

Both parties undertake to establish by [mention date] a Joint Venture in [town/country] to be defined legally as and doing business under the name of

.....

This is a sample of 2 pages out of 12 of the International Joint Venture Agreement

To get more information about this agreement click here:



USER GUIDE

Agreements drafted by the legal experts of Global Negotiator cover all relevant aspects that are negotiated and agreed in the different types of business between companies. However, when these agreements are used you should take into account some recommendations common to all of them that are described in this User Guide.

DATE

The date when the agreement comes into force is the one that appears in its header, as mentioned in the final paragraphs of the agreement, before signatures (This Agreement comes into force on the date written above).

In some agreements -for example in the Supply Agreement- the date of coming into force is also mentioned in one of the clauses. In these cases you have to verify that the two dates inserted in the agreement (in the heading and in the corresponding clause) are the same, in order to avoid discrepancies.

PARTIES

Be sure to insert in the first page of the agreement the full details of the Parties:

- When a Party is a company you must insert the following information: legal name, legal form (limited, incorporated, etc.), full address, registration data and fiscal identification number.
- When a Party is an individual that works as independent professional (for example a commercial agent) you must insert the following information: full name, profession, full address and fiscal identification number.

CLAUSES

Clauses with different alternatives: choose the most favorable

In the most important clauses of each agreement (exclusivity, payment terms, applicable law and competent jurisdiction, etc.) several drafting alternatives are proposed so you can choose the most appropriate to each situation. Therefore, the user before submitting the agreement to the other Party must choose the alternatives that seem best suited to their interests, and eliminate the rest.

Clauses with blank spaces to be completed

In several clauses of the agreement blank spaces appear with dots (.....) that the user has to complete inserting text. Following the dots, between brackets, you will see the data and explanations to insert the text.

- When the text between brackets is in normal letters (the same as the agreement) and separated by "," or the word "o", the user must insert one of the options suggested.

Example of blank space (.....) with options to select between brackets:

Orders handled before completion of the present Agreement which produce sales transactions within [1, 2, 3, 6] months shall entitle the Agent to receive the corresponding commission. In this case the user must choose between options 1, 2, 3 or 6 months and insert one in the blank space (.....).

- When the text between brackets is in italics the user has to insert the data and information requested and eliminate the bracketed text.

Example of blank space - (.....) to insert text:

Both parties, by mutual consent, resolve to refer any dispute to the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The place of arbitration shall be [*city and country*]. In this case the user must insert in the blank space (.....) the city and country chosen to conduct the arbitration and afterwards eliminate the bracketed text [*city and country*].

Notices Clause

Sometimes it may happen that the official address of the Parties which appear at the beginning of the agreement is different from which is to be used for communications between the Parties during the terms of the agreement. In this case the user should include at the end of the agreement a Notices Clause.

Example of Notices Clause:

Notices. - In order to comply with their contractual obligations, the Parties establish the following address for the provision of notices related to this agreement:

- Party 1 [*insert full address*].
- Party 2 [*insert full address*].

ANNEXES

The agreements incorporate some Annexes, each of them, referenced to the corresponding Clause. Annexes are drafted in commonly used formats, although the user must adapt these formats and the text inserted in them to each particular situation.

SIGNATURES

People who sign

Persons signing the agreement on behalf of the company must have the authority to do so and preferably, be entitled on the basis of a power of attorney. Below the signature, in addition to the full name of the person that signs his/her position must be inserted. When one of the Parties who signs is a natural person (for example a commercial agent in a Agency Agreement) obviously he or she is the person that has to sign the agreement.

The laws of some countries require that agreements, to be valid, shall be signed in front of witnesses or a public notary. Therefore, before signing a agreement you should be informed about the requirements that may exist in each country.

Place and date of signature

Usually agreements are signed by both Parties on the same date and place. Nevertheless, in international agreements, due to physical distance, it is common that each of the Parties sign in different dates and places. This agreement provides for both alternatives so it comes to choosing the most appropriate to each situation.

Number of copies

Usually, the Parties sign two copies of the agreement, each Party retaining one of them, but can also arise the need to sign more copies. In this case all you have to do is mention explicitly the number of copies to be signed in the paragraph that is included at the end of the agreement (Both Parties declare their conformity to the present agreement, which is signed in copies, each of which shall be considered an original).

GENERAL RECOMMENDATIONS

The Parties must sign all pages of the agreement, including Annexes, so they are also valid. It is better to use ball point or pen (not pencil) in a color other than black (e.g.: blue); this makes it easier to distinguish an original document from a photocopy.

It is preferable (although not mandatory) to express sums of money and percentages in words and figures. Of course, the words and figures for a given amount must match exactly. You also must insert the currency in which the amounts are expressed. It is advisable to use the rules established by ISO that name each currency by three capital letters (EUR for euro, USD for dollar, GBP for sterling pound, JPY for Japanese yen, etc. - you can get the acronyms of every currency in the website www.oanda.com).

Once you have chosen the best alternatives of each clause and have completed the blank spaces you should revise the whole agreement to remove remaining paragraphs and correct any errors.

INTERNATIONAL CONTRACTS TEMPLATES



INTERNATIONAL CONTRACTS IN ENGLISH

- International Sale Contract
- International Distribution Contract
- International Commercial Agency Contract
- International Sales Representative Agreement
- Intermediary Contract for Trade Operations
- International Joint Venture Contract
- International Strategic Alliance Agreement
- International Franchise Contract
- International Services Contract
- International Consulting Contract
- International Technology Transfer Agreement
- International Trademark License Agreement
- International Supply Contract
- International Manufacturing Contract
- International Buying Agent Contract
- Logistics Services Contract
- Export Contract
- Confidentiality Agreement
- Expatriate Contract of Employment
- Memorandum Understanding International distribution
- Memorandum of Understanding for Joint Venture
- **Pack 10 Contracts in English**
- **Pack All Contracts in English**



INTERNATIONAL CONTRACTS IN SPANISH

- Contrato de Compraventa Internacional
- Contrato de Distribución Internacional
- Contrato de Agencia Comercial Internacional
- Contrato de Representación Comercial Internacional
- Contrato de Intermediación Comercial Internacional
- Contrato de Joint Venture Internacional
- Contrato de Alianza Estratégica Internacional
- Contrato de Franquicia Internacional
- Contrato Internacional de Servicios
- Contrato Internacional de Consultoría
- Contrato Internacional de Transferencia de Tecnología
- Contrato Internacional de Licencia de Marca
- Contrato Internacional de Suministro
- Contrato Internacional de Fabricación
- Contrato de Agente de Compras Internacional
- Contrato de Servicios Logísticos
- Contrato de Exportación
- Contrato de Confidencialidad
- Contrato de Trabajo para Expatriado
- Memorándum Entendimiento Distribución Internacional
- Memorándum de Entendimiento para Joint Venture
- **Pack 10 Contratos en Español**
- **Pack Todos los Contratos en Español**



INTERNATIONAL CONTRACTS IN FRENCH

- Contrat de Vente Internationale
- Contrat de Distribution Internationale
- Contrat d'Agent Commercial International
- Contrat de Représentation Commerciale Internationale
- Contrat de Joint Venture Internationale
- Contrat de Franchise Internationale
- Contrat International de Services
- Contrat International d'Approvisionnement
- Contrat International de Fabrication
- Contrat de Confidentialité
- Protocole d'Accord pour Distribution Internationale
- Protocole d'Accord pour Joint Venture Internationale
- **Pack Tous les Contrats en Français**



INTERNATIONAL CONTRACTS IN GERMAN

- Internationaler Kaufvertrag
- Internationaler Vertriebsvertrag
- Internationaler Handelsvertretervertrag
- Internationaler Vertretungsvertrag
- Internationaler Joint Venture Vertrag
- Internationaler Franchisevertrag
- Internationaler Dienstleistungsvertrag
- Internationaler Liefervertrag
- Internationaler Herstellungsvertrag
- Geheimhaltungsvereinbarung
- Absichserklärung Internationalen Vertriebsvertrag
- Absichserklärung Joint Venture
- **Pack Alle Verträge in Deutscher**

