**JOINT VENTURE AGREEMENT**

This Joint Venture Agreement (referred to as the "**Agreement**") is entered into as of [DATE] (the "**Effective Date**") by and between [PARTY A NAME], a [corporation/LLC/[OTHER ENTITY TYPE]] organized under the laws of [JURISDICTION OF ORGANIZATION], with its principal place of business at [ADDRESS] ("**Party A**"), and [PARTY B NAME], a [corporation/LLC/[OTHER ENTITY TYPE]] formed under the laws of [JURISDICTION OF ORGANIZATION], with its headquarters at [ADDRESS] ("**Party B**"). Party A and Party B are individually referred to as a "**Party**" and collectively as the "**Parties**".

Party A and Party B wish to combine their respective resources, expertise, and market access to pursue mutually beneficial commercial opportunities in the [INSERT INDUSTRY/MARKET] by forming a joint venture (the “**Venture**”).

Party A brings [describe specific assets, expertise, or intellectual property] and Party B contributes [describe specific assets, expertise, or market presence], and the Parties believe that their collaboration will create significant value that neither could achieve independently.

The Parties desire to set forth their respective rights, obligations, and responsibilities regarding the formation, operation, and eventual termination of the Venture in this Agreement.

In consideration of the mutual promises and commitments contained in this Agreement, along with other valuable consideration acknowledged by both Parties, the Parties hereby agree as follows.

1. **FORMATION AND CAPITAL CONTRIBUTIONS**
	1. The Parties hereby agree to form the Venture by [choose one of the following: establishing a separate legal entity, forming an unincorporated association, or operating under a contractual joint venture structure]. The form of the Venture shall be determined by mutual written agreement of the Parties within [NUMBER] days from the Effective Date.
	2. With respect to the capital contributions:
		1. Party A shall contribute the following to the Venture: [describe cash contributions, property, technology, intellectual property, or other assets]. The total value of Party A’s contribution is estimated at $[AMOUNT]; and
		2. Party B shall contribute the following to the Venture: [describe cash contributions, property, technology, intellectual property, or other assets]. The total value of Party B’s contribution is estimated at $[AMOUNT].
	3. If additional capital is required for the Venture’s operations, the Parties shall contribute additional funds in proportion to their respective ownership interests, unless otherwise agreed in writing.
	4. The ownership interests of the Parties in the Venture shall be as follows:
		1. Party A: [Percentage]%; and
		2. Party B: [Percentage]%.
2. **PURPOSE AND SCOPE OF BUSINESS**
	1. The purpose of the Venture is to [describe the primary business activities, such as “develop, market, and distribute products/services in the [specific industry]”]. The Parties agree that the Venture’s activities shall be limited to those described herein unless otherwise agreed in writing.
	2. The Venture shall engage in all activities necessary, desirable, or incidental to the business purpose, including, but not limited to, research and development, production, marketing, sales, distribution, and customer support.
	3. The initial term of the Venture shall be [NUMBER] years from the Effective Date, unless terminated earlier pursuant to Section 11. The Agreement may be renewed by mutual written consent of the Parties.
3. **MANAGEMENT AND GOVERNANCE**
	1. A management committee (the “**Committee**”) shall be established to oversee the operations of the Venture. The Committee shall consist of [equal representation or specific numbers] of representatives appointed by each Party. Decisions of the Committee shall be made by [majority/supermajority] vote, with each Party’s vote weighted according to its ownership interest.
	2. The Committee shall be responsible for:
		1. setting the strategic direction and policies of the Venture;
		2. approving annual budgets and business plans;
		3. overseeing major capital expenditures and contracts; and
		4. monitoring performance and ensuring compliance with this Agreement.
	3. The day-to-day operations of the Venture shall be managed by a designated Manager or CEO, appointed by the Committee. The Manager shall have the authority to make operational decisions consistent with the policies established by the Committee.
	4. The Committee shall meet at least quarterly, or more frequently as necessary. Minutes of all meetings shall be documented and distributed to all Committee members.
4. **FINANCIAL MATTERS**
	1. The Venture shall maintain complete and accurate books of account and records in accordance with generally accepted accounting principles. Each Party shall have the right to audit such records upon reasonable notice.
	2. Net Profits of the Venture shall be distributed to the Parties in proportion to their ownership interests, subject to any necessary reserves for working capital or debt service, as agreed by the Committee. For the purposes of this Agreement, “**Net Profits**” means all revenue received by the Venture less all operating, capital, and other costs and expenses directly related to the Venture’s business, as determined in accordance with generally accepted accounting principles consistently applied.
	3. Any losses incurred by the Venture shall be allocated to the Parties in the same proportions as Net Profits, unless otherwise agreed in writing.
	4. The Venture shall establish and maintain bank accounts in its name. All funds contributed and received by the Venture shall be deposited in such accounts, and all disbursements shall be made in accordance with Committee approval.
5. **INTELLECTUAL PROPERTY RIGHTS**
	1. Each Party shall retain all right, title, and interest in and to its Intellectual Property Rights existing prior to the Effective Date. Nothing in this Agreement shall transfer ownership of any Party’s pre-existing Intellectual Property Rights to the Venture or to the other Party. For the purposes of this Agreement, “**Intellectual Property Rights**” means any and all trade secrets, trademarks, copyrights, patents, industrial designs and any other intangible property in which any person holds proprietary rights, title, interests, or protections, however arising, pursuant to any jurisdiction throughout the world, including all applications, registrations, renewals, issues, reissues, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.
	2. Any intellectual property developed solely by one Party in connection with the Venture shall remain the property of that Party. For intellectual property developed jointly or solely for the Venture, ownership and rights shall be determined by a separate written agreement executed by the Parties.
	3. Where a Party provides any materials and/or tools to the other Party in connection with the Venture, each Party grants to the other Party a royalty-free, non-transferable, worldwide, non-sublicensable license to use such materials and/or tools in connection with the Venture and as outlined in this Agreement.
6. **REPRESENTATIONS AND WARRANTIES**
	1. Each Party represents, warrants, and covenants to the other that:
		1. it is a legal entity duly organized, validly existing, and in good standing under the laws of its [incorporation/formation] jurisdiction;
		2. it is duly qualified to conduct business and remains in good standing in all jurisdictions where such qualification is required for the purposes of this Agreement, except where failure to maintain such qualification, in the aggregate, [would/could] not reasonably be expected to adversely affect its ability to fulfill its obligations under this Agreement;
		3. it possesses full [corporate] power and authority to enter into this Agreement, grant the rights and licenses provided herein, and perform its obligations under this Agreement;
		4. the execution and delivery of this Agreement by its designated representative, whose signature appears below, have been duly authorized by all necessary [corporate] actions;
		5. this Agreement has been properly executed and delivered by such Party and, assuming due authorization, execution, and delivery by the other Party, constitutes a legally valid and binding obligation of that Party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws, or by equitable principles affecting creditors' rights generally; and
		6. it is, and shall remain throughout the term, in compliance with all applicable laws relevant to the performance of its obligations under this Agreement, except where failure to comply [would/could] not, in the aggregate, reasonably be expected to have a material adverse effect on the other Party’s [business/ability to fulfill its obligations under this Agreement].
7. **CONFIDENTIALITY**
	1. From time to time during the duration of this Agreement, either Party (as the "**Discloser**") may disclose or make available to the other Party (as the "**Recipient**"), non-public, proprietary, and confidential information of the Discloser [whether or not marked or labeled as "confidential"/that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within [NUMBER] days thereafter, is summarized in writing and confirmed as confidential] ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Recipient's breach of this Section 7; (ii) is or becomes available to the Recipient on a non-confidential basis from a third party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information after due inquiry; (iii) was in the Recipient's possession prior to the Discloser's disclosure hereunder; or (iv) was or is independently developed by the Recipient without using any Confidential Information.
	2. The Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to members of the Recipient's Group who need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. For purposes of this Section 7, "**Recipient's Group**" means the Recipient's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, consultants, sublicensees, subcontractors, attorneys, accountants, and financial advisors.
	3. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser's sole cost and expense, a protective order or other remedy.
	4. The Recipient shall be responsible for any breach of the foregoing obligations by any member of the Recipient’s Group.
8. **INDEMNIFICATION**
	1. Each Party (the “**Indemnitor**”) agrees to indemnify, defend, and hold harmless the other Party (the “**Indemnitee**”) and its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any breach of this Agreement by the Indemnitor or its representatives.
	2. The Indemnitee shall promptly notify the Indemnitor in writing of any claim, and the Indemnitor shall have the right to assume the defense of such claim. The Indemnitee may participate in the defense at its own expense.
9. **LIMITATION OF LIABILITY**
	1. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES ANY LIABILITY FOR EITHER PARTY WHICH CANNOT BE LIMITED OR EXCLUDED BY LAW.
	2. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE, REVENUE, OR PROFIT, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES ARISE FROM A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND IRRESPECTIVE OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
	3. EXCEPT WITH RESPECT TO THE PARTIES’ [LIABILITY FOR INDEMNIFICATION], EACH PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED $[NUMBER].
10. **TERM**

This Agreement shall commence on the Effective Date and continue for an initial term of [NUMBER] years, unless terminated earlier as provided herein.

1. **TERMINATION AND CONSEQUENCES OF TERMINATION**
	1. Either Party may immediately terminate this Agreement upon written notice if this other Party:
		1. materially breaches this Agreement, and such breach is incapable of cure, or, if the breach is capable of cure, fails to cure such breach within [NUMBER] days after receiving written notice of the breach;
		2. becomes insolvent or is generally unable to pay its debts as they become due;
		3. files, or has filed against it, a petition for voluntary or involuntary bankruptcy, or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
		4. makes or seeks to make a general assignment for the benefit of its creditors;
		5. applies for, or has appointed, a receiver, trustee, custodian, or similar agent by order of a court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
		6. is dissolved or liquidated.
	2. The expiration or termination of this Agreement shall not affect any rights or obligations that: (i) are intended to survive such expiration or termination; and (ii) were incurred by the Parties prior to such expiration or termination.
	3. Upon the expiration or termination of this Agreement for any reason, each Party shall promptly:
		1. [return to the other Party/destroy] all documents and tangible materials (including any copies) containing, reflecting, incorporating, or based on the other Party’s Confidential Information;
		2. permanently erase all of the other Party’s Confidential Information from its computer systems, [except for copies that are: (i) required to be retained under applicable laws; or (ii) maintained as archive copies on its disaster recovery or information technology backup systems, which shall be destroyed upon the normal expiration of such backup files, or as otherwise required by law]; and
		3. certify in writing to the other Party that it has complied with these requirements.
2. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Hawaii, without regard to any principles of conflict of laws. Any legal action, suit, or proceeding arising out of or related to this Agreement shall be brought exclusively in the courts of the State of Hawaii, and each Party irrevocably consents to the exclusive jurisdiction of such courts. The Parties waive any objections related to improper venue or the doctrine of forum non conveniens.

1. **NOTICES**
	1. Any notice or other communication given under or in connection with this Agreement will be in writing, in the English language (or any other language expressly agreed between the Parties), marked for the attention of the specified representative of the Party to be given notice, and must be: (i) sent to that Party’s address by pre-paid mail delivery service providing guaranteed next Business Day delivery and proof of delivery; or (ii) sent by email to that Party’s email address. “**Business Day**” means a day that is not a Saturday, Sunday or public holiday in Idaho.
	2. The address, email address and representative for each Party are set out below and may be changed by that Party giving at least thirty (30) calendar days’ notice in accordance with this Section 13:

|  |  |
| --- | --- |
|  **For [INSERT PARTY]:** |  |
|  Address: | [INSERT] |
|  Email addresses: | [INSERT] |
|  For the attention of: | [INSERT] |
|  |  |
|  **For [INSERT PARTY]:** |  |
|  Address: | [INSERT] |
|  Email address: | [INSERT] |
|  For the attention of:  | [INSERT] |

* 1. Any notice given in accordance with Section 13.1 will be deemed to have been served: (i) if given as set out in Section 13.1(i), at 9.00am on the second Business Day after the date of posting; and (ii) if given as set out in Section 13.1(ii), at the time of sending the email (except that if an automatic electronic notification is received by the sender within four (4) hours after sending the email informing the sender that the email has not been delivered to the recipient or that the recipient is out of the office, the email will be deemed not to have been served), provided that if notice is served before 9.00am on a Business Day, it will be deemed to be served at 9.00am on that Business Day and if it is served on a day which is not a Business Day or after 5.00pm on a Business Day, it will be deemed to be served at 9.00am on the immediately following Business Day.
	2. For the purposes of this Section 13, references to time of day are to the time of day at the address of the recipient Party as referred to in Section 13.2 and references to Business Days are to normal working days in the territory in which such address is situated.
	3. To prove service of a notice it will be sufficient to prove that the provisions of this Section 13 were complied with.
1. **ENTIRE AGREEMENT**

This Agreement constitutes the complete and exclusive understanding between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, warranties, understandings, or communications, whether oral or written. No other promises, representations, or inducements have been made by either Party that are not contained herein.

1. **AMENDMENT**

Any modification, amendment, or supplementation to this Agreement must be in writing and signed by both Parties.

1. **SEVERABILITY**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity shall not affect any other provision of the Agreement, nor shall it invalidate or render unenforceable that provision in any other jurisdiction.

1. **THIRD PARTY RIGHTS**

No person other than Party A and Party B shall have any rights under this Agreement. The terms of this Agreement or any part of it may be varied, amended, or modified, or this Agreement may be suspended, canceled, or terminated by a written Agreement between the Parties, or this Agreement may be rescinded (in each case) without the consent of any third party.

1. **NO WAIVER**

No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. Any waiver shall not be deemed a waiver of any other failure, breach, or default not expressly identified. A Party's failure to exercise, or delay in exercising, any right under this Agreement does not constitute a waiver of that right, nor does any partial exercise of a right preclude further exercise of that right or any other rights.

1. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**[PARTY A NAME]**
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[PARTY B NAME]**
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_