

# Joint Venture Agreement Form Sample

This **joint venture agreement** form sample clearly outlines the terms related to intellectual property rights, ensuring all parties retain proper ownership and usage permissions. It provides a structured framework for collaboration, including the protection and sharing of proprietary technologies or inventions. The form promotes transparency and legal security for joint ventures involving intellectual property assets.

## 1. Parties

This Joint Venture Agreement ("Agreement") is made and entered into on [Date], by and between:

**Party A:** [Full Legal Name, Address]

**Party B:** [Full Legal Name, Address]

(hereinafter collectively, "the Parties").

## 2. Purpose

The purpose of this Agreement is to establish the terms and conditions under which the Parties will collaborate on [Project/Business Name], specifically addressing the ownership, use, and protection of intellectual property (IP) developed or used under this venture.

## 3. Definitions

- **Intellectual Property (IP):** All inventions, patents, copyrights, trademarks, trade secrets, designs, know-how, and any other proprietary rights developed or utilized during the joint venture.
- **Background IP:** IP owned by either Party prior to entering into this Agreement.
- **Foreground IP:** IP developed jointly or individually during the course of the joint venture.

## 4. Ownership of Intellectual Property

1. **Background IP:** Each Party retains ownership and all rights to their respective Background IP. No transfer of ownership is implied.
2. **Foreground IP:** Unless otherwise agreed in writing, Foreground IP arising from joint efforts shall be co-owned by the Parties in proportion to their respective contributions. Foreground IP developed solely by one Party shall be owned by that Party.

## 5. Use and Licensing

Each Party grants the other a non-exclusive, royalty-free license to use Background IP solely for the purposes of the joint venture. Use of Foreground IP by either Party outside the joint venture shall require prior written consent from the other Party, except as otherwise agreed.

## 6. Protection of Intellectual Property

The Parties agree to collaborate in the registration, maintenance, and enforcement of all relevant IP rights. Each Party shall promptly disclose to the other any inventions or discoveries arising under this Agreement.

## 7. Confidentiality

All information pertaining to IP disclosed between the Parties shall remain confidential unless disclosure is required by law or mutually agreed upon in writing.

## 8. Term and Termination

This Agreement shall remain in effect until [duration/expiry event]. Upon termination, rights to jointly developed IP shall survive according to Section 4.

## 9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

## 10. Signatures

Party A  
Date: \_\_\_\_\_

Party B  
Date: \_\_\_\_\_

*This sample form is for informational purposes only and should be customized with legal counsel according to the specifics of your joint venture.*