

Detailed Joint Venture Contract Form Sample for Technology Startups

This **detailed joint venture contract form** sample is designed specifically for technology startups, providing a clear framework to establish partnerships. It outlines roles, responsibilities, profit sharing, and intellectual property rights to ensure mutual understanding. Utilizing this form helps minimize disputes and fosters successful collaboration between tech entrepreneurs.

JOINT VENTURE AGREEMENT

This Joint Venture Agreement ("**Agreement**") is made and entered into as of [**Date**] by and between:

Party A	Name: [Party A Full Name] Address: [Party A Address] Contact: [Party A Phone/Email]
Party B	Name: [Party B Full Name] Address: [Party B Address] Contact: [Party B Phone/Email]

1. Purpose

The Parties desire to form a joint venture ("**JV**") to collaborate in the research, development, and commercialization of technology products/services described as follows: [**Description of JV Purpose**].

2. Name and Place of Business

The JV shall operate under the name [**JV Name**] and have its principal place of business at [**JV Address**].

3. Contributions

- **Party A:** [Capital, equipment, technology, personnel, etc.]
- **Party B:** [Capital, equipment, technology, personnel, etc.]

The total capital and resource contributions are as set forth in **Schedule A** attached hereto.

4. Management and Governance

- The management committee will consist of [number] members, with each Party appointing [number] representatives.
- Key decisions shall require the unanimous consent of both Parties.
- The JV will appoint a CEO/Manager responsible for daily operations.

5. Roles and Responsibilities

Party A: [Roles and duties regarding technology, management, operations, etc.]

Party B: [Roles and duties regarding finance, marketing, business development, etc.]

6. Intellectual Property (IP) Rights

- All IP developed jointly shall be co-owned by both Parties unless agreed otherwise in writing.
- Use of pre-existing IP shall remain the property of the contributing Party.
- Procedures regarding patent filings, ownership, and licensing outlined in **Schedule B**.

7. Profit and Loss Sharing

Profits and losses of the JV shall be shared as follows:

Party A: [percentage]%

Party B: [percentage]%

8. Confidentiality

Both Parties agree to maintain confidentiality of all proprietary information and trade secrets as per the terms detailed in **Schedule C**.

9. Term and Termination

- This Agreement shall commence on the date written above and continue until terminated by either Party with [number] days' written notice.
- Upon termination, procedures for IP ownership, asset distribution, and outstanding liabilities will be followed as per **Schedule D**.

10. Dispute Resolution

Any disputes arising from this Agreement shall be resolved through [mediation/arbitration/courts] in the jurisdiction of **[Jurisdiction]**.

11. Miscellaneous

- No amendment to this Agreement is valid unless in writing and signed by both Parties.
- This Agreement constitutes the entire understanding between the Parties.
- Notices shall be in writing and delivered to the addresses provided above.

Signatures

Party A	Party B
<div>Name: _____</div> <div>Title: _____</div> <div>Date: _____</div>	<div>Name: _____</div> <div>Title: _____</div> <div>Date: _____</div>

- Schedules:**
- Schedule A: Contributions
 - Schedule B: IP Procedures
 - Schedule C: Confidentiality Terms
 - Schedule D: Termination Procedures