

Joint Venture Contract Form Sample

This **joint venture contract form sample** outlines the collaborative agreement between parties, detailing roles, responsibilities, and profit sharing. It specifically includes clauses addressing intellectual property rights to protect creations and innovations developed during the partnership. Using this form ensures clear legal guidelines and safeguards for all contributors involved.

Joint Venture Contract

1. Parties

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

Party A: [Full Name / Entity Name], located at [Address].
Party B: [Full Name / Entity Name], located at [Address].
(Collectively referred to herein as the "Parties")

2. Purpose

The Parties agree to form a joint venture ("JV") to collaborate on [describe project or business].

3. Roles & Responsibilities

- Party A:** [Describe roles, e.g. project management, technology development]
- Party B:** [Describe roles, e.g. marketing, distribution]

4. Capital Contributions

Each Party shall contribute the following capital/resources to the JV:

Party A: [Describe contributions]
Party B: [Describe contributions]

5. Profit & Loss Sharing

Profits and losses will be shared as follows:

Party A: [xx%]
Party B: [xx%]

6. Management

The Parties will jointly manage the JV. Major decisions shall require mutual consent.

7. Intellectual Property

- Ownership:** Any intellectual property ("IP") developed or created by either Party or jointly during the course of the JV shall be considered the joint property of both Parties unless agreed otherwise in writing.
- Use and Protection:** Both Parties are entitled to use such IP for the duration and purpose of the JV. Each Party agrees to cooperate with the other to secure, protect, and enforce rights in all jointly created IP.
- Pre-existing IP:** Any IP owned by a Party prior to this Agreement ("Background IP") remains the sole property of that Party unless otherwise agreed.
- Confidentiality:** All information relating to IP and business operations shall remain confidential during and after the JV.
- IP Assignment After JV:** Upon termination of the JV, rights and ownership to IP developed during the JV shall be allocated as follows: [describe distribution or assignment process, e.g., by negotiation, or equal sharing].

8. Term & Termination

This Agreement shall commence on [start date] and terminate on [end date or triggering event]. Either Party may terminate by giving [number] days written notice.

9. Dispute Resolution

Any disputes shall be resolved first by mediation, and if unresolved, by binding arbitration in [location].

10. Miscellaneous

- This Agreement represents the entire understanding between the Parties.
- Amendments must be in writing and signed by both Parties.
- This Agreement is governed by the laws of [Jurisdiction].

Signatures

Party A:

Name: _____
Signature: _____
Date: _____

Party B:

Name: _____
Signature: _____
Date: _____

This sample contract is for informational purposes only and not a substitute for professional legal advice.