

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT IS MADE day
of **BETWEEN:**

(1) of (the “First Joint Venturer”),

(2) of (the “Second Joint Venturer”)
and

(3) of (the “Third Joint Venturer”)

hereinafter called the “Joint Venturers”.

WHEREAS the Joint Venturers have submitted an offer for the design and construction
of (‘Project’), which was procured in a public tender
dated by (‘Employer’) and

WHEREAS the project has been awarded to the Joint Venturers and

In consideration of the terms, conditions and covenants hereinafter set forth, the parties
agree as follows:

1. The Joint Venturers hereby form a joint venture (the “Joint Venture”) for the
purposes of and shall
conduct business under the name
at
2. The term of the Joint Venture shall be for the period specified in the tender
documents.
3. The percentage of participation in the Joint Venture will be as follows:
.....%
.....%

4. The capital of the Joint Venture shall consist of €..... The First Joint Venturer shall contribute €....., the Second Joint Venturer shall contribute and the Third Joint Venturer shall contribute €.....
5. If the said contributions will be in cash or partly in cash the whole amount must be deposited in Bank plc and shall be disbursed only upon the signature of all the Joint Venturers or the Joint Venturers authorized to that effect.
6. The allocation of works will be as shown in the Schedule attached to this agreement and which forms an integral part of this agreement.
7. The profits and losses of the Joint Venture shall be determined in accordance with good accounting practices and shall be shared among the Joint Venturers in proportion to their respective percentage of participation and/or capital contributions and/or agreement.
8. The lead Joint Venturer will be who shall have the management and control of the conduct of the business of the Joint Venture as the “Venture Manager”, subject to any supplementary agreement to be agreed between the Joint Venturers.
9. Each Joint Venturer shall be bound by any action taken by the Venture Manager in good faith under this agreement provided it is done in the execution of his duties. In no event shall any Joint Venturer be called upon to pay any amount beyond the liability arising against him on account of his capital contribution.
10. The Venture Manager shall not be liable for any error in judgment or any mistake of law or fact or any act done in good faith in the exercise of the power and authority as Venture Manager, but shall be liable for gross negligence or willful default.

11. The relationship between the Joint Venturers shall be limited to the performance of the terms and conditions of this agreement. Nothing herein shall be construed to create a general partnership between the Joint Venturers, or to authorize any Venturer to act as a general agent for another, or to permit any Joint Venturer to bind the other except as set forth in this agreement, or to borrow money on behalf of another Joint Venturer, or to use the credit of any Joint Venturer for any purpose.
12. Each Venturer will be liable and/or accountable for any damage caused to the Joint Venture, due this defective work, or bad craftsmanship or defective materials used and/or provided. In such a case the Joint Venturer liable shall fully indemnify and/or compensate the innocent Joint Venturers if called upon to bear any of the costs, and/or damage caused by the defaulting Joint Venturer.
13. Neither this agreement nor any interest in the Joint Venture may be assigned without the prior written consent of the Joint Venturers hereto.
14. This agreement shall be governed by and interpreted under the laws of Cyprus. Any claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the Chartered Institute of Arbitrators and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
15. Any and all notices to be given pursuant to or under this agreement shall be sent to the party to whom the notice is addressed at the address of the Joint Venturer maintained by the Joint Venture.
16. This agreement constitutes the entire agreement between the Joint Venturers pertaining to the subject matter contained in it, and superseded all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this agreement shall be binding unless executed in writing by all the parties hereto. No waiver of any of the provisions of this agreement shall be deemed, or shall constitute, a waiver of

any other provision, whether similar or not similar, not shall any waiver constitute a continuing waiver. No waiver shall be binding unless in writing signed by the party making the waiver.

IN WITNESS OF WHICH the parties have signed this agreement the day and year first above written

.....

Signed by or on behalf of the
First Joint Venturer

.....

Signed by or on behalf of the
Second Joint Venturer

.....
Signed by or on behalf of the
Third Joint Venturer

In the presence of (witness)

Name

Address

Occupation

in the presence of (witness)

Name

Address

Occupation