

The European Joint Venture Agreement comprises a standardised suite of documents for use where two or more Enterprises wish to associate themselves in a Joint Venture operating on a joint and several (integrated) basis for the purpose of entering into a Contract and executing and carrying out a project.

It is not suitable for use where Enterprises wish to work in a Consortium whereby each Enterprise has sole responsibility for sections of the project.

The Suite comprises three documents:-

Part A: The European Collaboration Agreement - Standard Conditions and Schedule

Part B: The European Joint Venture Agreement - Standard Conditions – Aug. 2000

Part C: The European Joint Venture Agreement - Schedules

The European Joint Venture Agreement for use in an Integrated / Joint & Several Joint Venture

Part A: The European Collaboration Agreement Standard Conditions and Schedule

Project:

The European Collaboration Agreement (Part A) is a simple Form of Agreement which binds the Enterprises into an exclusive association to prequalify and tender for the Works.

The European Joint Venture Agreement (Parts B and C) is the detailed Form of Agreement and should be signed prior to entering into the Contract for the Works.

Part B contains the Standard Conditions and this document should not be amended in any way.

Part C comprises the Schedules. Schedule 5 allows for the deletion and/or addition of Clauses within the Standard Condition.

It is the clear intention that these documents should be readily useable in all European Member States and legal terminology has been avoided wherever possible to avoid difficulties in translation.

1. Definitions

1.1 In this Agreement the following expressions shall have the following meanings:-

1.1.1 the "Parties" shall mean the Companies named in the Appendix

1.1.2 the "Employer" shall be as named in the Appendix

1.1.3 the "Works" shall mean the works as specified in the Appendix

1.1.4 the "Financial Participation" shall be as defined in the Appendix

2. Preamble

2.1 The Parties hereby agree to associate and co-operate together in good faith for the purpose of:-

- (i) developing proposals in order to prequalify as a joint and several (integrated) joint venture to tender for the works
- (ii) on receipt of an invitation to tender, preparing and submitting a bid for the Works on terms to be agreed by the Parties
- (iii) in the event that the bid is successful, carrying out the Works
- (iv) entering into the 'European Joint Venture Agreement'.

2.2 The financial participation of the Parties shall be as specified in the Appendix

2.3 None of the Parties shall in any way act alone or jointly with another Party or third party in a manner likely to be detrimental to the submission or the success of any bid or otherwise to the intent of this Agreement

3. Duration

3.1 This Agreement shall remain in force until the first of the following events:-

- (i) the failure of the Parties to be invited to bid
- (ii) the failure of the Parties to be awarded the contract to carry out the Works
- (iii) the signing of the 'European Joint Venture Agreement'
- (iv) unanimous agreement in writing by the Parties for the termination of this Collaboration Agreement
- (v) the date as specified in the Appendix

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4. Prequalification and Tender Costs

4.1 Unless expressly agreed otherwise, each of the Parties shall be solely liable for all costs and expenses it may have occurred in connection with the preparation, submission and negotiation of the Tender. Agreed third party costs shall be borne by the Joint Venturers in proportion to their financial participation.

5. Joint Decisions

5.1 The Parties shall each appoint in writing one representative (and one alternate) who shall have full authority to act on behalf of that Party for all purposes relating to the performance of this Agreement.

5.2 All decisions taken by the Parties shall be unanimous. In the absence of unanimity, no action shall be taken which may give rise to any obligation on the other Parties.

5.3 The Parties shall appoint one of the representatives to act as Chairman of meetings held between the Parties.

5.4 Any disputes in connection with this Agreement that cannot be resolved amicably between the Parties shall be settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce.

6. Confidentiality

6.1 Each Party hereby undertakes to the other Parties to keep confidential (to the extent permitted by law) all information which it receives from the other Parties in connection with this Agreement.

7. Assignment

7.1 None of the Parties shall assign or transfer its interest in this Agreement without the express prior approval in writing of the other Parties.

8. Applicable Law and Language

8.1 This Agreement shall in all respects be governed and interpreted in accordance with the laws of the country defined in the Appendix.

8.2 All communications between the Parties and all documents issued by the Parties in regard to this Agreement shall be in the language specified in the Appendix.

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9 Additional Clauses

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Appendix to the Collaboration Agreement

The Works *(define the scope of the Works in detail) :-*

The Employer *(insert name and address of the Employer):-*

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The Parties

Name	Registered Address	Financial Participation (%)	Representative and Alternate

The Chairman of meetings between the Parties shall be:-	<i>(insert name of Chairman)</i>
Applicable Law shall be:-	<i>(insert name of Country)</i>
Language to be used between Joint Venturers:-	<i>insert name of language)</i>
Date of Termination as defined in Clause 3.1 (v) of this Agreement	<i>(insert date)</i>

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Name of Joint Venturer	Signature of Representative	Signature and Address of Witness	Date

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