

# UNDECLARED PARTNERSHIP AGREEMENT

## TABLE OF CONTENTS

	PAGE
<b>RECITALS.....</b>	<b>5</b>
<b>0.00 INTERPRETATION.....</b>	<b>6</b>
0.01 Definitions.....	6
0.01.01 Agreement.....	6
0.01.02 Common Work.....	6
0.01.03 Contribution(s).....	6
0.01.04 Force Majeure.....	6
0.01.05 Group.....	7
0.01.06 Legal Representatives.....	7
0.01.07 Other Contractors.....	7
0.01.08 Share.....	7
0.01.09 Participant.....	7
0.01.10 Person.....	7
0.01.11 Project.....	7
0.01.12 Specific Work.....	7
0.01.13 Subcontractor.....	7
0.02 Jurisdiction.....	8
0.02.01 Governing Law.....	8
0.02.02 Presumption.....	8
0.02.03 Adaptation.....	8
0.02.04 Severability and Substitute Provision.....	8
0.03 Entire Agreement.....	8
0.04 Miscellaneous.....	9
0.04.01 Cumulative Rights.....	9
0.04.02 Time and Days.....	9
a) Time of the Essence.....	9
b) Computation of Time.....	9
0.04.03 Financial References.....	9
0.04.04 Gender and Number.....	9
0.04.05 Headings.....	10
<b>1.00 PURPOSE.....</b>	<b>10</b>
1.01 Joint Effort.....	10
1.02 Proxy.....	10
<b>2.00 CONSIDERATION.....</b>	<b>11</b>
2.01 Participant.....	11
2.02 Managing Agent.....	11
<b>3.00 GOVERNANCE OF PARTNERSHIP.....</b>	<b>11</b>

# UNDECLARED PARTNERSHIP AGREEMENT

3.01	Board of Directors .....	11
3.01.01	Composition and Quorum .....	11
3.01.02	Eligibility .....	12
3.01.03	Conflict of Interest .....	12
3.01.04	Presumption .....	12
3.02	Board of Directors .....	12
3.03	Banking Matters .....	12
3.04	Subordination .....	12
3.05	Dividend upon Winding Up .....	13
<b>4.00</b>	<b>DUTIES AND OBLIGATIONS OF MANAGING AGENT.....</b>	<b>13</b>
4.01	Preparation of the Tender .....	13
4.02	Promotion of the Tender .....	13
4.03	Disclosure of Proxy .....	13
4.04	Human Resources .....	14
4.05	Operating Budget.....	14
4.06	Individual Accounts .....	14
4.07	Operating Funds .....	14
4.08	Coordination of the Work .....	14
4.09	Supervision of the Work .....	15
4.10	Order Form.....	15
4.11	Invoices Received .....	15
4.12	Issuing Invoices .....	15
4.13	Collections.....	15
4.14	Accounting .....	16
4.15	Rendering of Account .....	16
4.16	Liquidation of the Contract .....	16
<b>5.00</b>	<b>DUTIES AND OBLIGATIONS OF PARTICIPANTS .....</b>	<b>16</b>
5.01	Exclusivity .....	16
5.02	Qualifications of MANAGING AGENT .....	16
5.03	Tender .....	16
5.04	Surety for the Performance of the Work .....	17
5.05	Working Capital .....	17
5.06	Operating Funds .....	17
5.07	Billing .....	17
5.08	Management of Individual Accounts .....	17
5.09	Liability .....	18
5.10	Indemnity .....	18
5.11	Defect .....	18
5.12	Impediment.....	18
<b>6.00</b>	<b>WITHDRAWAL OF A PARTICIPANT .....</b>	<b>19</b>
6.01	Voluntary Withdrawal.....	19

# UNDECLARED PARTNERSHIP AGREEMENT

6.02	Procedure.....	19
6.03	Notice.....	19
6.04	Refusal.....	19
6.05	Sale.....	19
6.06	Restitution of the Share.....	20
6.07	Forced Withdrawal.....	21
	a) Circumstances.....	21
	b) Method of Payment.....	21
6.08	Evaluation.....	21
<b>7.00</b>	<b>SPECIFIC PROVISIONS.....</b>	<b>22</b>
7.01	Relationship Between the Parties.....	22
7.02	Joint Property.....	22
7.03	Non-Assignable.....	22
7.04	Prescription.....	22
<b>8.00</b>	<b>GENERAL PROVISIONS.....</b>	<b>22</b>
8.01	Schedules.....	22
8.02	Arbitration.....	22
8.03	Notice.....	23
8.04	Choice of Forum.....	23
8.05	Amendments.....	23
8.06	No Waiver of Rights.....	24
8.07	Language.....	24
<b>9.00</b>	<b>TERMINATION.....</b>	<b>24</b>
9.01	Early Termination.....	24
9.02	Execution and Performance of the Contract.....	24
9.03	Continuance of the Obligations.....	24
<b>10.00</b>	<b>EFFECTIVE DATE.....</b>	<b>25</b>
<b>11.00</b>	<b>DURATION.....</b>	<b>25</b>
<b>12.00</b>	<b>SCOPE.....</b>	<b>25</b>

**UNDECLARED PARTNERSHIP  
AGREEMENT**

**SCHEDULES**

	<b>PAGE</b>
<b>SCHEDULE 0.01.02 – COMMON WORK</b> .....	<b>27</b>
<b>SCHEDULE 0.01.03 – CONTRIBUTIONS</b> .....	<b>27</b>
<b>SCHEDULE 0.01.12 – SPECIFIC WORK</b> .....	<b>27</b>

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# UNDECLARED PARTNERSHIP AGREEMENT

**UNDECLARED PARTNERSHIP AGREEMENT** entered into at ....., Province of Quebec, Canada.

**BETWEEN:** ....., a corporation duly incorporated according to the ..... Act, having its head or registered office at ....., at ....., represented by ....., duly authorized to act herein in accordance with the terms of a resolution adopted by the board of directors;

**HEREINAFTER “PARTICIPANT A”;**

**AND:** ....., a corporation duly incorporated according to the ..... Act, having its head or registered office at ....., at ....., represented by ....., duly authorized to act herein in accordance with the terms of a resolution adopted by the board of directors;

**HEREINAFTER “PARTICIPANT B”;**

**HEREINAFTER COLLECTIVELY THE “PARTICIPANTS”;**

**AND:** ....., a corporation duly incorporated according to the ..... Act, having its head or registered office at ....., at ....., represented by ....., duly authorized to act herein in accordance with the terms of a resolution adopted by the board of directors;

**HEREINAFTER THE “MANAGER”.**

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## RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- A) ..... (hereinafter the “**Client**”) issued a call for tenders for the proposed ..... project, on ....., 20... for the purpose of inviting interested individuals to participate in the carrying out of the project to submit their tenders;
- B) All tenders must be submitted by ....., 20... or at any other later date that the Client may determine as set out in an amendment to the tender documents;
- C) The PARTICIPANTS intend to pool their resources for the purpose of submitting a single tender to the Client;

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PARTICIPANT A	PARTICIPANT B	MANAGER

# UNDECLARED PARTNERSHIP AGREEMENT

It is in the interest of the parties, prior to the filing of such a tender to agree upon their respective rights, obligations, interests and liabilities with regard to preparing and submitting their tender and, in the event of its acceptance, with regard to signing and performing the resulting contract;

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

## 0.00 INTERPRETATION

### 0.01 Definitions

Unless otherwise indicated herein or inconsistent with the context, capitalized words and expressions appearing in this agreement [and in any ancillary or subordinate documentation thereto] will be interpreted as set out below.

#### 0.01.01 Agreement

means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendments thereto that the parties may make from time to time in accordance with Section 8.05 herein;

#### 0.01.02 Common Work

refers to the construction work indicated in the invitation to tender that is outside of the areas of expertise of any of the PARTICIPANTS and which is identified as such in Schedule 0.01.02 appended hereto;

#### 0.01.03 Contribution(s)

means all goods which a PARTICIPANT entrusts to the Undeclared Partnership for the carrying out of the project and, which are identified as such in Schedule 0.01.03 hereto;

#### 0.01.04 Force Majeure

means any event beyond the control of a party that could not have been reasonably foreseen and against which it could not have protected itself such as any natural disaster, epidemic, fire, accident, act of war (whether declared or not), insurrection, riot, act of terrorism, strike, spontaneous work stoppage or slowdown, lockout, change in market conditions, power or telecommunications outage (including internet and cell phone services), intervention by civil or military authorities, or compliance with any Law, government decree or order issued by any public authority [OR ..... (*identify any other event that is relevant in the context of the Agreement*)];

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PARTICIPANT A	PARTICIPANT B	MANAGER

# UNDECLARED PARTNERSHIP AGREEMENT

**0.01.05 Group**

refers to all of the PARTICIPANTS;

**0.01.06 Legal Representatives**

means, in respect of each PARTICIPANT, its successors, heirs, legatees, assignees or directors;

**0.01.07 Other Contractors**

mean any person other than a PARTICIPANT, hired by the MANAGING AGENT to execute and perform work in the realization of the project;

**0.01.08 Share**

means the shares that each PARTICIPANT holds in the share capital of the MANAGING AGENT, the undivided portion of the shares acquired by the MANAGING AGENT for the benefit of the group, its exclusive right to execute specific works and to receive payment for the execution and performance of the works that are reserved for him, at the indicated rates;

**0.01.09 Participant**

means any undersigned hereto or any of its legal representatives or any authorized assignee;

**0.01.10 Person**

means any physical person, general partnership, corporation, limited partnership as well as their authorized assignees and their legal representatives;

**0.01.11 Project**

means all or a part of the required work to ..... (describe project);

**0.01.12 Specific Work**

mean the construction work indicated in the call for tenders, as set out in Schedule 0.01.12 hereto, which is within the areas of expertise of any PARTICIPANT and which is identified as such in that Schedule;

**0.01.13 Subcontractor**

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PARTICIPANT A	PARTICIPANT B	MANAGER