

JOINT VENTURE AGREEMENT (Construction)

TABLE OF CONTENTS

	PAGE
RECITALS	12
0.00 INTERPRETATION	13
0.01 Definitions	13
0.01.01 Agreement	13
0.01.02 Best Efforts	13
0.01.03 Breach	13
0.01.04 Change in Control	14
0.01.05 Client	14
0.01.06 Committee Representative	14
0.01.07 Common Expenses	14
0.01.08 Common Tasks	14
0.01.09 Confidential Information	15
0.01.10 Construction Contract	15
0.01.11 Contribution	15
0.01.12 Cost of Work	15
0.01.13 Delivery Slip	15
0.01.14 Encumber / Encumbrance	16
0.01.15 Force Majeure	16
0.01.16 General Manager	16
0.01.17 Intellectual Property	16
0.01.18 Joint Venture	16
0.01.19 Legal Representatives	17
0.01.20 Management Committee	17
0.01.21 Outside Contractor	17
0.01.22 Payment Schedule	17
0.01.23 Person	17
0.01.24 Plans and Specifications	17
0.01.25 Portion of the Tasks	18
0.01.26 Project	18
0.01.27 Project Manager	18
0.01.28 Proportionate Value	18
0.01.29 Proposal	18
0.01.30 Proposal Manager	18
0.01.31 Proposal Representative	18
0.01.32 Purchase Order	18
0.01.33 RFP (Request for Proposals)	19
0.01.34 Reserved Tasks	19
0.01.35 Scope of Work	19
0.01.36 Site	19

JOINT VENTURE AGREEMENT (Construction)

0.01.37	Site Manager.....	19
0.01.38	Subcontractor.....	19
0.01.39	Supplier.....	19
0.01.40	Tasks.....	19
0.01.41	Work.....	19
0.02	Entire Agreement.....	20
0.03	Applicable Law.....	20
0.04	Non-Compliance.....	20
0.04.01	Severability.....	20
0.04.02	Substitute Provision.....	20
0.05	Miscellaneous.....	20
0.05.01	Cumulative Rights.....	20
0.05.02	No Waiver.....	20
0.05.03	Time and Days.....	21
	a) Time of the Essence.....	21
	b) Computation of Time.....	21
	c) Delays.....	21
0.05.04	Financial References.....	22
0.05.05	Cross-References.....	22
0.05.06	Gender and Number.....	22
0.05.07	Headings.....	22
0.05.08	Approval.....	22
0.05.09	GAAP.....	23
1.00	CREATION OF JOINT VENTURE.....	23
1.01	Purpose.....	23
1.01.01	Pooling of Resources.....	23
1.01.02	Objectives of Joint Venture.....	23
1.02	Name.....	23
1.03	Legal Registration.....	23
1.04	Head Office.....	24
1.05	Initial Monetary Contributions.....	24
1.06	Initial Interest of CO-VENTURERS.....	24
2.00	GOVERNANCE OF JOINT VENTURE.....	24
2.01	General Management.....	24
2.01.01	Governance.....	24
2.01.02	Appointment.....	25
2.01.03	Description of Duties.....	25
2.01.04	Replacement.....	26
2.01.05	Compensation and Reimbursement of Costs.....	26
2.01.06	Disclosure of Agency Role of General Manager.....	26
	a) Duty of General Manager.....	26
	b) No Authority to Bind.....	26

JOINT VENTURE AGREEMENT (Construction)

2.01.07	Service Agreement	26
2.02	Management of Proposal	26
2.02.01	Proposal Manager	26
2.02.02	Duties of Proposal Manager	26
2.02.03	Proposal Representative	27
2.02.04	Progress Meetings	27
2.02.05	Decisions	27
2.03	Management Committee	28
2.03.01	Role and Composition	28
2.03.02	President and Secretary	28
2.03.03	Replacement	28
2.03.04	Appointment of Committee Representatives	28
2.03.05	Eligibility	28
2.03.06	Compensation	28
2.03.07	No Reimbursement	29
2.03.08	Meetings	29
	a) Frequency	29
	b) First Meeting	29
	c) Place	29
	d) Notice of Meeting	29
	e) Special Meeting	29
	f) Agenda	29
	g) Quorum	29
	h) Adjournment	30
2.03.09	Decisions	30
	a) Unanimity	30
	b) Minutes	30
	c) Transmission of Minutes	30
	d) Approval of Minutes	30
	e) Dispute	30
2.03.10	Decision in Absence of Quorum	30
2.03.11	Conflict of Interest	31
2.03.12	Presumption	31
2.04	Management of Work	31
2.04.01	Site Manager	31
	a) Appointment	31
	b) Responsibilities	31
	c) Duties	31
2.04.02	Project Manager	32
	a) Appointment	32
	b) Role	32
2.04.03	Site Meetings	32
2.04.04	Decisions	32
2.04.05	Minutes	32

JOINT VENTURE AGREEMENT (Construction)

2.04.06	Approval of Minutes.....	33
2.04.07	Deadlock.....	33
2.05	Common Expenses	33
2.06	Financial Management.....	33
2.06.01	Books and Records	33
2.06.02	Banking Arrangements	33
2.06.03	Budget.....	33
	a) Content.....	34
	b) Amendments	34
2.06.04	Separate Accounts	34
	a) Investment	34
	b) Security Interest	34
	c) Insufficient Credit	34
2.06.05	Operating Line of Credit	34
2.06.06	Monitoring of Invoices Received	35
	a) Purchase Orders and Delivery Slips	35
	b) Accounts Payable	35
2.06.07	Invoicing of the Tasks	35
2.06.08	Collection and Distribution	35
	a) Amounts Invoiced.....	35
	b) Subcontractors	35
	c) CO-VENTURERS	35
	d) Subcontractor(s) and CO-VENTURER(S).....	35
2.06.09	Rendering of Account.....	36
2.06.10	Completion of the Tasks.....	36
2.07	Representation	36
2.07.01	Representative	36
2.07.02	Authorization	36
2.07.03	Borrowing.....	36
3.00	GOVERNANCE OF CO-VENTURERS	36
3.01	Confidential Information	37
3.01.01	Undertaking	37
3.01.02	Scope of Disclosure.....	37
3.01.03	Exclusive Property.....	37
3.01.04	Prohibition.....	37
3.01.05	Need-to-Know Basis	37
3.01.06	Protection.....	38
3.01.07	Identification.....	38
3.01.08	Copying	38
3.01.09	Non-Disclosure.....	38
	a) Undertaking	38
	b) Exception	38
3.01.10	Prohibition as to Use	39

JOINT VENTURE AGREEMENT (Construction)

3.01.11	Completion of Tasks	39
3.02	Good Faith	39
3.03	Resources	39
3.03.01	Leasing Agreement.....	39
3.03.02	Event of Default	39
3.04	Management of Proposal	40
3.04.01	Exclusive Rights	40
3.04.02	Allocation of Tasks and Timetable	40
a)	Preliminary Tasks	40
b)	Timetable	40
c)	Notice	40
d)	Indemnification.....	40
3.04.03	Resources.....	40
3.04.04	Expenses.....	41
3.04.05	Cooperation	41
3.04.06	Clarifications	41
a)	RFP	41
b)	Common Tasks	41
c)	Reserved Tasks	41
3.04.07	Performance Bond	41
3.04.08	Price.....	41
a)	Separate Pricing	42
b)	All-in Price	42
c)	Negotiations	42
a)	Separate Pricing	42
b)	Negotiations.....	42
3.04.09	Preparation.....	42
a)	Technical Part of Proposal.....	43
b)	Collaboration	43
c)	Dissolution	43
d)	Extinction of Obligations	43
3.04.10	Presentation of Proposal.....	43
3.04.11	Negotiations.....	43
a)	Committee	43
b)	Spokesperson	44
c)	Attendance Required	44
d)	Limitations.....	44
e)	Dissenting CO-VENTURER(S)	44
3.04.12	Awarding of Construction Contract	44
a)	Signing.....	44
b)	Acknowledgement	44
3.05	Management of the Work	45
3.05.01	Laws and Standards.....	45
3.05.02	Site Security	45

JOINT VENTURE AGREEMENT (Construction)

3.05.03	Permits and Authorizations	45
3.05.04	Labour Laws	45
3.05.05	Undertaking of CO-VENTURERS	45
3.05.06	Support	45
3.05.07	Cooperation	45
3.05.08	Information	46
3.05.09	Allocation of Tasks.....	46
3.05.10	Disputes	46
3.05.11	Materials Used.....	46
3.05.12	Environment	46
3.05.13	Protection of the Site	46
3.05.14	Timeline.....	47
3.05.15	Modifications to Work	47
3.05.16	Changes or Additions to Portion of the Tasks.....	47
3.05.17	Inspection	47
3.05.18	Encumbrances.....	47
3.05.19	Impediment Affecting Work	47
	a) Reason	47
	b) Suspension of Performance	47
	c) Duty to Mitigate	48
3.05.20	Delay.....	48
	a) Notice.....	48
	b) Extension	48
	c) Expulsion	48
	d) Damages	48
3.05.21	Liability	48
	a) Limitation	48
	b) No Additional Contribution	49
	c) Portion of Tasks	49
3.05.22	Negligence	49
3.05.23	Clean-up	49
3.05.24	Completion of Tasks	49
3.06	Financial Management.....	49
3.06.01	Common Expenses	49
	a) First Contribution	49
	b) Subsequent Contributions	49
	c) Default	50
3.06.02	Tasks and Materials.....	50
3.06.03	Management of the Specific Account	50
	a) Contribution	50
	b) Excess Amount	50
3.06.04	Operating Line of Credit	50
3.06.05	Financing	50
3.06.06	Invoicing.....	50

JOINT VENTURE AGREEMENT (Construction)

	a) Frequency	50
	b) Supporting Documentation	51
	c) References	51
3.06.07	Collection	51
3.06.08	Taxes	51
	a) Personal Responsibility	51
	b) Undertaking	51
3.06.09	Distribution of Losses	51
3.06.10	Profits	51
3.06.11	End of Construction Agreement	52
3.07	Liability of CO-VENTURERS	52
3.07.01	Common Work	52
3.07.02	Claims	52
3.07.03	Penalties	52
	a) Reserved Tasks	52
	b) Common Tasks	52
3.07.04	Reserved Work	52
3.08	Insurance	53
3.08.01	Obligations of CO-VENTURERS	53
3.08.02	Copies of Policies	53
3.08.03	General Liability Insurance	53
3.08.04	Motor Vehicle Liability Insurance	53
	a) Coverage	53
	b) Endorsement	53
	c) Public Auto Insurance	53
3.08.05	Property Insurance	54
	a) Coverage	54
	b) Deductible	54
	c) Uninterrupted Coverage	54
	d) Occupation	54
	e) Reimbursement of Premiums	54
	f) Beneficiaries of Insurance Proceeds	54
	g) Collaborating with Insurers	54
	h) Restoring of Work	55
	i) Rights and Obligations Unchanged	55
	j) Client Interest in Restoration	55
	k) CO-VENTURER Interest in Restoration	55
3.08.06	Property Insurance of CO-VENTURERS	55
	a) Approval of General Manager	55
	b) Endorsement	55
3.08.07	Deductible	55
3.09	Performance Bonds	55
3.09.01	Bonds to Other CO-VENTURERS	56
3.09.02	Bonds to Client	56

JOINT VENTURE AGREEMENT (Construction)

3.10	Subcontractor	56
3.11	Human Resources	56
3.12	Protection of Joint Venture	56
	3.12.01 Non-Competition	56
	a) Scope of Undertaking	56
	b) Penalty	56
	c) Additional Penalty	57
	3.12.02 Non-Solicitation of Personnel	57
	a) Undertaking	57
	b) Penalty	57
3.13	Intellectual Property	57
	3.13.01 Undertaking	57
	3.13.02 Mutual Licence	57
	3.13.03 Discovery or Improvement	58
	a) Ownership	58
	b) Presumption	58
4.00	MUTUAL REPRESENTATIONS AND WARRANTIES	58
4.01	Authority	58
4.02	Binding Agreement	58
4.03	Canadian Resident	58
4.04	Canadian Status	58
4.05	Commission	59
4.06	Insurance	59
4.07	Nominee	59
4.08	Permits	59
4.09	Resources	59
4.10	Disclosure	59
4.11	Legal Proceedings	60
5.00	WITHDRAWAL OF A CO-VENTURER	60
5.01	Voluntary Withdrawal	60
	5.01.01 Notice	60
	a) Prior to Proposal	60
	b) After Proposal	60
	5.01.02 Mitigation	60
	5.01.03 Indemnification	60
	a) By Withdrawing CO-VENTURER	60
	b) Waiver	61
5.02	Withdrawal of all CO-VENTURERS	61
5.03	Expulsion	61
	5.03.01 Triggering Events	61
	5.03.02 Decision-Making Power	61
	5.03.03 Control	62

JOINT VENTURE AGREEMENT (Construction)

5.03.04	Equipment	62
5.03.05	Tasks.....	62
5.03.06	Liability	62
6.00	SPECIAL PROVISIONS.....	62
6.01	Relationship Between CO-VENTURERS	62
6.02	Force Majeure	63
6.03	No Assignment	63
7.00	GENERAL PROVISIONS	63
7.01	Notices	63
7.02	Dispute Resolution.....	63
7.02.01	Good Faith Negotiations	63
7.02.02	Mediation.....	63
7.02.03	Arbitration	64
7.03	Choice of Forum	64
7.04	Counterparts.....	64
7.05	Amendment.....	64
7.06	No Waiver of Rights.....	64
7.07	Language.....	64
8.00	TERMINATION	65
8.01	Mutual Consent.....	65
8.02	Without Notice.....	65
8.03	Early Termination	66
8.04	Prior Notice.....	66
8.05	Change in Control.....	66
9.00	EFFECTIVE DATE.....	66
9.01	Financing	66
9.02	Upon Execution	66
10.00	DURATION	67
11.00	SCOPE	68

JOINT VENTURE AGREEMENT (Construction)

SCHEDULES

	PAGE
SCHEDULE A [B, C] – EXCERPT OF THE RESOLUTION OF CO-VENTURER A [B, C]	69
SCHEDULE 0.01.07 – COMMON EXPENSES	70
SCHEDULE 0.01.11 – CONTRIBUTION	71
SCHEDULE 0.01.33 – RFP (REQUEST FOR PROPOSALS)	71
SCHEDULE 2.01.07 – SERVICE AGREEMENT	71
SCHEDULE 3.03 – LEASING AGREEMENT	71
SCHEDULE 3.05.09 – ALLOCATION OF TASKS	72
SCHEDULE 3.05.14 – TIMELINE	72
SCHEDULE 3.09 – PERFORMANCE BONDS	72

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JOINT VENTURE AGREEMENT (Construction)

JOINT VENTURE AGREEMENT, entered into in the City of, Province of, Canada.

BETWEEN: V1 (*name of individual*), (*occupation*), domiciled and residing at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), doing business as (*business name*);

OR

V2 (*corporate name*), a legal person duly incorporated under the Act (*name of statute under which the corporation was incorporated*), having its principal place of business at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered under the designating number in accordance with the Act (*name of the applicable statute governing the legal registration of the corporation*);

V2.1 (Authorized Representative) (to be added after V2, if applicable)

, represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof, as he/she so declares;

V2.2 (Authorized Representative by Resolution) (to be added after V2, if applicable)

, represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof as indicated in the resolution of the sole director [OR board of directors], attached hereto as Schedule A[B,C];

OR

V3 (*common business name*), [a general partnership], **OR** [a limited partnership represented by (*name of its general partner*), its general partner] **OR** [an undeclared partnership], **OR** [a joint venture], **OR** [a collaboration], **OR** [a group of persons] exercising an organized economic activity of a commercial nature, duly formed under the [..... Act (*identify applicable statute*)] **OR** [Civil Code of Quebec] **OR** [applicable general law], having its head or registered office at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered (*as the case may be*) under the designating number in accordance with the Act (*name of the applicable statute governing the legal registration of the corporation*) represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof as he/she so declares **OR** [as indicated in the resolution of the partners of the general partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of the general partner of the limited partnership], **OR** [as indicated in the

CO-VENTURER A	CO-VENTURER B	CO-VENTURER C

JOINT VENTURE AGREEMENT (Construction)

resolution of the partners of the undeclared partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the joint venture, **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the collaboration], **OR** [as indicated in the resolution of the CO-VENTURERS of the group of persons], attached hereto as Schedule A[B,C];

HEREINAFTER REFERRED TO AS THE “CO-VENTURER A”;

AND: (*identify co-venturer B*);

HEREINAFTER REFERRED TO AS THE “CO-VENTURER B”;

AND: (*identify co-venturer C*);

HEREINAFTER REFERRED TO AS THE “CO-VENTURER C”;

HEREINAFTER COLLECTIVELY REFERRED TO AS THE “CO-VENTURERS”.

RECITALS

THE CO-VENTURERS DECLARE AS FOLLOWS:

- A) (hereinafter referred to as the “**Client**”) has made a request for proposals with respect to a Project for the purpose of inviting any businesses interested in participating in this Project to submit their proposals;
- B) The CO-VENTURERS wish to respond to this request for proposals by submitting a joint proposal to the Client;
- C) The proposals must be filed on 20..., or on any other subsequent date that may be determined by the Client, according to any amendments to the request for proposals documentation;
- D) The CO-VENTURERS, prior to submitting such a proposal, must agree among themselves as to their respective rights, duties and obligations, interests and liabilities with respect to the preparation and presentation of the proposal and, in the event of the acceptance thereof, the performance of the resulting contract;

CO-VENTURER A	CO-VENTURER B	CO-VENTURER C

JOINT VENTURE AGREEMENT (Construction)

- E) (identify co-venturer A) is engaged in the business of
..... (description of business activities);
- F) (identify co-venturer B) is engaged in the business of
..... (description of business activities);
- G) (identify co-venturer C) is engaged in the business of
..... (description of business activities);
- H) It is the intent of the CO-VENTURERS that their agreement be construed as a contract by mutual agreement.

NOW, THEREFORE, THE CO-VENTURERS 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 will be interpreted as follows:

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 CO-VENTURERS may make from time to time in accordance with Section 7.05 herein;

0.01.02 Best Efforts

means the efforts that a Person, including a CO-VENTURER, desirous of achieving a result and acting prudently and diligently would use in similar circumstances to maximize, to the extent reasonably practicable, the probability that a result will occur and includes the generally recognized or common trade practices of any trade or profession as well as the generally acknowledged best practices in a field of activity;

0.01.03 Breach

means

- a) any misrepresentation, inaccuracy, error, or failure to disclose;

CO-VENTURER A	CO-VENTURER B	CO-VENTURER C

JOINT VENTURE AGREEMENT (Construction)

- b) any non-compliant performance or failure to perform an obligation; or
- c) any non-compliance, infringement, default or failure to satisfy any other provision;

0.01.04 Change in Control

means, regarding any CO-VENTURER that is a legal person, any of the following events:

- a) the direct or indirect acquisition of more than FIFTY PERCENT (50%) of such PARTY's voting rights by any Person, other than a Person already holding shares in that PARTY;
- b) the acquisition by any Person, other than a Person holding shares in such PARTY, of the right to elect or appoint a majority of the directors in that PARTY;
- c) an agreement for the sale or disposition of all or substantially all of that PARTY's assets;
- d) a restructuring of that PARTY leading to an assignment of its rights under the Agreement to a Related Person;
- e) an amalgamation involving that PARTY; or
- f) the approval by the shareholders of that PARTY of a plan for its complete liquidation;

0.01.05 Client

means (*identify contract giver*);

0.01.06 Committee Representative

means the individual selected by each CO-VENTURER to represent it on the Management Committee;

0.01.07 Common Expenses

means all the expenses identified as such in the Agreement as well as those listed in Schedule 0.01.07 attached hereto;

0.01.08 Common Tasks

means the tasks required to complete the Work that are entrusted to an Outside Contractor;

CO-VENTURER A	CO-VENTURER B	CO-VENTURER C

JOINT VENTURE AGREEMENT (Construction)

0.01.09 Confidential Information

means any information (commercial, technical, scientific, financial, legal, personal or other information) that a CO-VENTURER discloses [before and] during the term of the Agreement and that the receiving party, exercising reasonable business judgment, understands to be confidential, including, in particular, any information related to its Activities, business strategies and opportunities, finances, Intellectual Property, suppliers, clients or employees, but excludes:

- a) information known to the receiving party prior to the date of its disclosure;
- b) information known by or available to the public prior to the date of its disclosure;
- c) information that becomes known by or available to the public after the date of its disclosure and that does not result from a breach of the confidentiality undertaking by the receiving party;
- d) information received at any time by a Person who is not bound to one of the CO-VENTURERS by a confidentiality undertaking with regard to that information;
- e) information independently produced by the receiving party;
- f) personal information provided by an individual when such information is being used for the purpose for which it was previously disclosed or any other purpose permitted by Law;

0.01.10 Construction Contract

means the agreement to be entered into between and the Client with respect to realize the Work;

0.01.11 Contribution

means all property, money, personal effects, knowledge and expertise pooled by the CO-VENTURERS, who remain the respective owners thereof, solely for the purpose of carrying out the Project, as identified in Schedule 0.01.11 attached hereto;

0.01.12 Cost of Work

means the cost of the Tasks set out in the Construction Contract to complete the Work, including any increase or decrease thereof, in accordance with the terms of the latter;

0.01.13 Delivery Slip

CO-VENTURER A	CO-VENTURER B	CO-VENTURER C