

# International Joint Venture Capital Agreement

Date: \_\_\_\_\_

**Parties:**

- [JV Partner A], a company incorporated under the laws of [Country], with registered office at [Address] ("Party A")
- [JV Partner B], a company incorporated under the laws of [Country], with registered office at [Address] ("Party B")

## 1. Definitions

**Joint Venture ("JV"):** The business arrangement described in this Agreement, to be known as [JV Name].  
**JV Entity:** The new company to be formed under the laws of [Jurisdiction].

## 2. Purpose

The joint venture is formed for the purpose of [brief description of business activity/industry, e.g. investing in and developing renewable energy projects in Asia].

## 3. Capital Contribution

Partner	Contribution Amount	Type (Cash/Assets/Other)	Shareholding (%)
[Party A]	_____	_____	_____
[Party B]	_____	_____	_____

## 4. Governance

- The JV Entity shall be managed by a Board of Directors composed of [number] representatives from each Party.
- Key decisions (as defined in Schedule 1) require approval from both Parties.

## 5. Profit and Loss Distribution

Profits and losses shall be shared between the Parties in proportion to their respective shareholdings, unless otherwise agreed in writing.

## 6. Confidentiality

Both Parties agree to keep all proprietary and confidential information obtained in connection with the JV strictly confidential.

## 7. Term and Termination

- This Agreement shall remain in effect for [number] years or until terminated as provided herein.
- Either Party may terminate with [number] days written notice, subject to settlement of obligations.

## 8. Dispute Resolution

- Any disputes arising from this Agreement shall be resolved by amicable negotiations.
- If unresolved, disputes shall be finally settled under the rules of [Arbitration Institution] in [Location], in the [Language] language.

## 9. Miscellaneous

- This Agreement constitutes the entire understanding between the Parties.
- No amendment shall be effective unless made in writing and signed by both Parties.
- Governing Law: [Jurisdiction/Country].

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

---

[Name], for [Party A]

---

[Name], for [Party B]

### Important Notes:

- Consult legal counsel in each relevant jurisdiction before signing.
- Clarify management, contribution details, and dispute mechanisms thoroughly.
- Proper due diligence on all parties is essential to limit legal and financial risks.
- This is a sample and does not substitute for professional legal advice.