

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.