Joint venture agreement (unincorporated)

Review checklist

Use this template to review a Joint Venture Agreement for an unincorporated joint venture that the company or a group company is a party to and it is material (in other words, the agreement meets the materiality threshold). This template records more detailed information about the agreement so it can be incorporated in other parts of the report.

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| **Item** | **Question** | **Guidance notes** | **Answer** |
| **General provisions** | | | |
|  | **Short form name** | *Use a concise, descriptive "short form name" for this document. The short form name should clearly identify the document type (e.g., Service Agreement, Purchase Agreement, License Agreement, etc.)* |  |
|  | **Data room number** | *What is the data room number of this document? If there is no data room number, then insert "Not applicable".* |  |
|  | **Parties / joint venturers** | *For each shareholder (an “entity”), identify:*   * *full legal name* * *entity type (organisation or person)* * *registered address* * *company/organisation number (if applicable)* * *whether the entity is acting alone or as a trustee* * *if the entity is acting as a trustee, identify the trust name and number (if applicable)*   *For each joint venturer, identify the percentage (%) participating interest in the joint venture this joint venturer has.* |  |
|  | **Operator (or manager)** | *A joint venture is normally managed by an operator or manager who may or may not also be a joint venturer. If the Operator is a member of the Company Group, then particular attention should be given to the provisions pertaining to the Operator, including the liability of the Operator for consequential or indirect loss, whether the Operator is indemnified and the circumstances where the Operator is not indemnified (if any).* |  |
|  | **Purpose of joint venture** | *Extract and summarize the purpose, scope, or provide a brief description of the joint venture as stated in the given joint venture agreement.* |  |
|  | **Document date** | *Identify the agreement date or date the agreement was entered into. If no date is provided in the agreement, insert 'Undated'. Look for dates in various locations within the document, including the header, footer, and signature blocks. Enter dates in a consistent format (e.g. DD/MM/YYYY or MM/DD/YYYY).* |  |
|  | **Amendment(s)** | *Has this document been amended?*  *If the agreement has been amended, modified, or changed, provide details of the amendment.*  *For each amendment:*   1. *Quote the specific language that introduces the amendment (e.g., "The parties hereby agree to amend the Agreement as follows:")* 2. *Describe the nature and purpose of the amendment* 3. *Specify which sections, clauses, or provisions of the original agreement are modified, added, or deleted* 4. *Provide the exact text of the amended language, as well as the text of the original language being modified (if available)* 5. *Note the effective date of the amendment* 6. *Mention any conditions or contingencies related to the amendment (e.g., requiring board approval)* |  |
| **Transfer restrictions** | | | |
|  | **Restriction on a change or transfer of ownership of a Joint Venturer (change of control)** | 1. *Identify the Company or Group Company that the change of control restriction or prohibition applies to* |  |
| 1. *Definition of change of control* |  |
| 1. *Option that best describes the change of control restriction or prohibition*    * 1. *Counterparty is notified*      2. *Certain standard conditions must be met*      3. *Consent of the counterparty is obtained and the counterparty must consent if certain standard conditions are met*      4. *Consent of the counterparty is obtained and the counterparty can withhold consent in certain limited circumstances*      5. *Consent of the counterparty is obtained*      6. *Consent of the counterparty is obtained in the counterparty's discretion*      7. *Consent of the counterparty is obtained which cannot be unreasonably withheld or delayed*      8. *Consent of the counterparty is obtained which cannot be unreasonably withheld if certain conditions are met*      9. *Amendments to the agreement are required*      10. *Comply with requirements set by law / statute*      11. *Right to terminate the agreement*      12. *Triggers a payment obligation*      13. *Strictly prohibited (cannot occur)* |  |
| 1. *Exceptions to the change of control restriction* |  |
| 1. *What are the rights of the other joint venturer(s) in the event of a change of control?* |  |
| 1. *Is the change of control restriction or prohibition triggered by the Transaction?* |  |
|  | *Assignment* | 1. *Identify the specific Company or Group Company (by name) to which the restriction or prohibition applies* 2. *Select the option that best describes the assignment restriction or prohibition. E.g.:*    * 1. *Assignee executes a deed of covenant with counterparty*      2. *Pre-emption right*      3. *Terms of any other related agreements (to the extent that those terms relate to the assignment) have been complied with*      4. *Consent of the counterparty is required*      5. *Consent of the counterparty is required which cannot be unreasonably withheld or delayed*      6. *Consent of the counterparty is required which cannot be unreasonably withheld or delayed if certain conditions are met*      7. *Consent of the counterparty is required and the counterparty can withhold consent in certain limited circumstances*      8. *Consent of the counterparty is required and the counterparty must consent if certain standard conditions are met*      9. *Counterparty must be notified of assignment*      10. *Certain standard conditions are met (no consent required)* 3. *Exceptions to the assignment restriction or prohibition* 4. *Based on the assignment restriction or prohibition in the contract, analyze whether the restriction would likely be triggered by the proposed transaction (if known).*   *Consider factors such as:*  *(i) The parties involved in the proposed transaction*  *(ii) The nature and structure of the proposed transaction (e.g., merger, acquisition, asset sale)*  *(iii) Any exceptions or carve-outs to the assignment restriction*  *(iv) Any consents or notices required to permit assignment in the context of the proposed transaction* |  |
| **Decision making of the joint venture** | | | |
|  | **Reserved matters of the Operating Committee** | *A joint venture generally has a decision-making committee comprised of representatives of each party (****Operating Committee****). The Joint Venturers appoint a representative(s) to the Operating Committee to vote on decisions on their behalf.*  *Certain decisions (sometimes called 'reserved matters') of the Operating Committee require a special majority of the Operating Committee to vote in favour of that decision (more than a pass mark of 50%).*   1. *What is this minimum percentage of votes for a special majority of the Operating Committee?* 2. *Identify what decisions are made by a special majority of the Operating Committee* |  |
|  | **Joint Venturers appointed representatives carrying Operating Committee decisions** | *Identify the representatives (if any) appointed to the Operating Committee representing a Joint Venturer that can carry or pass Operating Committee decisions on its own, without requiring the other representatives to vote in favour of a decision for it to pass.* |  |
|  | **Veto rights of Joint Venturers** | *Identify the Joint Venturer(s) (if any) who has a veto right (meaning the representative(s) appointed to the Operating Committee by that Joint Venturer can block or veto decisions of the Operating Committee).* |  |
| **Miscellaneous** | | | |
|  | **Related documents** | *Describe any documents related to this document that have been disclosed (including amendments)* |  |
|  | **Missing related documents** | *Describe any documents related to this document that haven’t been disclosed* |  |
|  | **Missing and/or ineligible pages** | *Specify any missing and/or ineligible pages of the document* |  |
|  | **Document execution** | *Identify a party(s) that haven’t executed the document fully and correctly* |  |
|  | **Governing law** | *What is the governing law of the document?* |  |
|  | **Other onerous or unusual provisions** | *Identify any provisions in this document that could be considered unusually onerous, burdensome or unfavorable to one party, or that deviate significantly from standard practices.*  *For each such provision:*   1. *State what party(s) the provision applies to;* 2. *Briefly summarise the key aspects that make it onerous or unusual;* 3. *Quote the relevant excerpt from the document.* |  |