MODEL
JOINT VENTURE AGREEMENT

[COMPLETE NAME OF PARTNER]
AND
[COMPLETE NAME OF PARTNER]

1. **INTRODUCTION**

THIS MEMORANDUM OF AGREEMENT (“Memorandum”), dated \_\_\_\_\_\_\_\_\_, 200\_ between [COMPLETE NAME OF PARTNER] (“PARTNER”) an organization [SPECIFY TYPE; for example: *not-for-profit]* established under the laws of [COUNTRY] with its offices in [LOCATION, COUNTRY] represented by [REPRESENTATIVE OF PARTNER], [TITLE]; and [COMPLETE NAME OF PARTNER] (“PARTNER”), a District of Columbia, USA not-for-profit corporation with its principal place of business in Arlington, Virginia, USA, represented by [REPRESENTATIVE], [TITLE]; collectively referred to as “the Partners”.

1. **PREAMBLES**

WHEREAS, [PARTNER] is an organization [SPECIFY TYPE; for example: *not-for-profit]* established with the goal of [GENERAL GOAL; for example: *the conservation of biodiversity in the areas where it works, within a framework of sustainable development*] in [COUNTRY];

WHEREAS, PARTNER is a non-profit organization, qualified under Section 501(c)(3) of the United States Internal Revenue Code and organized for the purposes of preserving plants, animals, and natural communities that represent the diversity of life on Earth by protecting the lands and waters they need to survive and by assisting non-governmental organizations in other countries such as [PARTNER] by improving their capacity to conserve biodiversity and the natural systems necessary to sustain biodiversity; and duly registered in [COUNTRY] on [DATE], as appears on [DESCRIBE REGISTRATION.]

WHEREAS, this Agreement has as its objective the collaboration and participation of both organizations for the conservation of biodiversity in [COUNTRY]; and for this reason this Agreement facilitates the establishment of channels of communication that permit the creation and interchange of information, as well as scientific, technical, financial and institutional collaboration in the area of biodiversity conservation.

WHEREAS, the missions of the Partners are complementary;

THEREFORE, the Partners wish to continue working together and in compliance with the following clauses:

1. **GOAL**

***INCLUDE A GENERAL DESCRIPTION OF THE GOAL OF THIS AGREEMENT***

1. **AREAS OF COLLABORATION**

***DESCRIBE AREAS OF COLLABORATION BETWEEN PARTNER AND [PARTNER]***

**FOR EXAMPLE**:

Learning and building capacity. This can include the sharing of knowledge and lessons learned, organizational development and sustainability, sustainable finance, and conservation initiatives. CONSERVATION, COMMUNICATIONS AND BUILDING A CONSERVATION ETHIC. This can include sustainable strategies as well as communications that will build public conservation awareness and support for conservation.

1. **RESPONSIBILITIES OF PARTNER**

***DESCRIBE PARTNER’S RESPONSIBILITIES UNDER THIS AGREEMENT***

**FOR EXAMPLE**:

PARTNER will work with PARTNER to create, implement, monitor and evaluate annual work plans that identify specific objectives and activities of interest to both Partners in [COUNTRY], particularly in the region of [REGION] (the “Work Plans”, which are incorporated in this agreement by reference.

Within the context of specific projects, PARTNER will work with Partner to establish mutually amenable methods of coordination which will be included as part of the Work Plans mentioned above.

1. **RESPONSIBILITIES OF [PARTNER]**

***DESCRIBE THE RESPONSIBILITIES OF PARTNER UNDER THIS AGREEMENT***

**FOR EXAMPLE**:

Assign volunteers from Partner to work with PARTNER, with other partners of PARTNER, or with other regional or local organizations, to conduct activities agreed upon by both parties, to assure that work is completed in accordance with the approved Work Plan.

1. **DUE DILIGENCE**

The Conservancy may request copies of documents to ensure that [PARTNER] meets the criteria of a non-profit conservation organization and that [PARTNER] meets appropriate standards of capacity, competence, and financial accountability. These documents include but are not limited to the following: a certificate of good standing, a list of the names of all of its board members and principal officers, copies of [PARTNER]’s bylaws and articles of incorporation. [PARTNER] agrees to notify the Conservancy immediately of any change in [PARTNER]’s status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against [PARTNER].

1. **PRINCIPAL CONTACTS**

The Principal Contacts for each one of the organizations is:

[PARTNER]:
 [NAME OF PRINCIPAL CONTACT]
 [TITLE]
 [ADDRESS]
 [TELEPHONE]

PARTNER:
 [NAME OF PRINCIPAL CONTACT]
 [TITLE]
 [ADDRESS]
 [TELEPHONE]

Such Principal Contacts may be changed in writing from time to time by their respective Partners.

1. **USE OF INTELLECTUAL PROPERTY**

The parties agree that any intellectual property, which is jointly developed through activities covered under this MOU, can be used by either party for non-profit, non-commercial purposes without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOU but consent will be obtained from the owner of the property before using it for purposes not covered by the MOU.

1. **EFFECTIVE DATES AND AMENDMENTS.**

This MOU shall take effect upon signing by both Parties and shall remain in effect for a period of two (2) years from that date unless earlier terminated. Neither party may assign or transfer all or any portion of this MOU without the prior written consent of the other party.

The MOU may be renewed at the end of this period by mutual written agreement by both Parties.

The provisions of this MOU may only be amended or waived by mutual written agreement by both Parties.

Any Party may terminate this MOU and any related agreement, workplan and budget at any time and for any reason by giving thirty (30) days prior written notice to the other Party; provided, however, that in the event MAMA GRAUN fails to perform any of its obligations under this MOU PARTNER shall have the right to terminate this MOU and any related agreement, workplan and budget immediately upon written notice.

The individuals signing this MOU on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this MOU shall have been duly executed by the entity each represents.

1. **TRANSFER OF FUNDS.**

The parties acknowledge and agree that this MOU does not create any financial or funding obligation on either party, and that such obligations shall arise only upon joint execution of a subsequent agreement or workplan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MOU. Such subsequent agreements or workplans, and budgets, will be subject to funding being specifically available for the purposes outlined therein. All PARTNER funds are further subject to PARTNER’s obligation to expend PARTNER funds solely in accordance with the agreed upon budget and the line items contained therein.

1. **NO JOINT VENTURE**

Notwithstanding the terms “Partners” and “Partnership”, the Partners agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Partners to enter into a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

1. **DISPUTE RESOLUTION**

The Partners hereby agree that, in the event of any dispute between the Partners relating to this Agreement, the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation, if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this Agreement in a legal forum.

**ENTIRETY**

This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partners. Such signature by both Partners may be made by telefacsimile.

FOR [FULL NAME OF PARTNER] FOR [FULL NAME OF PARTNER]

[NAME] [NAME]
[TITLE] [TITLE]

Date:
 Attorney Date

To Expire: OR

 Approved by
 Attorney

 on
 Date

 by
 e.g. fax/phone/email

Witness Date Witness Date

Witness Date Witness Date