

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between:

_____ (Company Name) _____, a sole proprietorship/corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address at _____, herein represented by its owner/Authorized managing officer, hereinafter called to as the First Party;

- and -

_____ (Company Name) _____, a sole proprietorship/corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with Principal address at _____, herein represented by its owner/Authorized managing officer, hereafter called to as the Second Party;

WITNESSETH: That -

WHEREAS, the Clark International Airport Corp. (CIAC), has advertised for public bidding the _____ (Name of Project) _____ and _____ (Location) _____;

WHEREAS, the parties are both desirous of prequalifying for and participating in the bidding of the above sated project;

WHEREAS, the parties believe that they can best maximize their chances of prequalifying for the said public bidding and can satisfactorily prosecute the project should they win and be awarded the contact by Asset Disposal Committee for civil works of the _____ CIAC _____ if they pool their financial, equipment and technical resources necessary for the above-sated purpose under a Joint Venture agreement.

NOW THEREFORE, for and consideration of the foregoing promises and mutual covenants hereinafter set forth, the Joint Venture have agreed to establish, as they hereby establish and constitute by and between themselves, a JOINT VENTURE for

the exclusive purpose of qualifying for and participating in the foresaid public bidding and actually undertaking the handling of the hazardous materials should they successfully win and eventually be awarded the contract, subject to the following terms and conditions:

1. For all intents and proposes, the Joint Venture entity established hereby, shall be known as _____ (Name of Joint Venture) _____.
2. For communication purposes, all communication/letters shall be addressed at the Joint Venture's business address at _____
_____.
3. Mr./Ms. _____ (Name of nominated AMO) _____, is hereby named, appointed and constituted as the Authorized Managing Officer (AMO) and as such, is the sole representative for and behalf of the herein Joint Venture and all bids, contacts and other documents whatsoever pertinent to said project, shall be signed by her/him.
4. The Parties shall be jointly and severally liable for any and all obligation which the joint venture may incur in relation to the contract which the said Joint Venture may enter into with the _____ CIAC _____.
5. The parties shall be jointly and severally liable for any and all obligation which the Joint Venture may incur on the basis of ____% for _____ (Name of First Party) _____ and ____% for _____ (Name of Second Party) _____ for all the necessary capital, equipment, technical personnel, management, supervision and other efforts and resources for the proper implementation of the project in the event that the Joint Venture is awarded the contract for the said project, and further bind themselves at all times during the existence of this Joint Venture, to extend to each other their respective fullest cooperation and best effort towards the efficient and profitable construction of the project in accordance with the approved plans and specification, and to complete the same within the approve schedule.
6. The net profit or losses of the Joint Venture shall likewise be divided between the parties on a ____% and ____%, respectively.
7. It is hereby agreed and understood that if the herein Joint Venture fails to qualify for the aforementioned public bidding, or if prequalified, and fails to win the public bidding, the this Agreement shall thereupon cease, terminated and automatically become void and of no further force of effect whatsoever. In the event, the Joint Venture is awarded the aforementioned contract, then this agreement shall remain in full force and effect as of the date hereof, and until the final completion and acceptance of the contract project by the _____ CIAC _____.

IN WITNESS WHEREOF, the parties, hereto have set their hands this, ____ day of _____, 20__ at _____, Philippines.

_____(Name of First Party)

_____(Name of Second Party)

By:

By:

(Signature)

(Signature)

_____(Name of AMO/Representative)
(Position)

_____(Name of AMO/Representative)
(Position)

SIGNED IN THE PRESENCE OF

_____(signature of witness)

_____(signature of witness)

ACKNOWLEDGMENT

Republic of the Philippines)
City of _____-) S.S.

This day personally appeared before me the following:

<u>Name</u>	<u>I.D.#</u>	<u>Date/Place Issued</u>
_____	_____	_____
_____	_____	_____

both known to me as the same persons who executed this foregoing instrument and they acknowledged to me that the same is their own true and voluntary act and deed and the company/firm they respectively represent.

WITNESS MY HAND AND SEAL this ____ day of _____,20__ at _____, Philippines.

Doc No. _____
Page No, _____
Book No. _____
Series of 20__.