

Comprehensive Joint Venture Agreement for Specific Federal Government Contract

This Comprehensive Joint Venture Agreement (the "Agreement") is entered into on _____ [Today's Date], by and between Intentures LLC, a Nebraska limited liability company, whose address is 5829 N 60th St, Omaha NE 68104 ("Company A"), and _____ [Partner Company Name], a _____ [State] limited liability company, whose address is _____ [Partner Company Address] ("Company B"). Company A and Company B are collectively referred to as the "Parties."

1. Purpose of Joint Venture

The Parties agree to establish a joint venture (the "Joint Venture") for the purpose of jointly pursuing, bidding on, and performing a specific federal government contract _____ [Contract ID] (the "Contract").

Contract Title _____

Contract URL _____

The Contract details are described in detail in Exhibit A attached hereto, including the scope of work, deliverables, timeline, and any specific requirements or constraints.

2. Management and Control

(a) The management and control of the Joint Venture shall be vested in a Joint Venture Management Committee (the "Committee"), which shall consist of an equal number of representatives from each Party. The Committee shall oversee all aspects of the Joint Venture, including but not limited to project management, financial decisions, and risk management.

(b) Each Party shall appoint a designated representative to the Committee. The Committee shall make decisions by mutual agreement. In the event of a deadlock, an independent mediator agreed upon by both Parties shall be engaged to resolve disputes.

(c) The Committee shall establish clear communication channels and hold regular meetings to review progress, address issues, and make strategic decisions regarding the Contract.

3. Financial Contributions

(a) Each Party shall contribute funds, resources, and expertise to the Joint Venture as outlined in Exhibit A attached hereto. The financial contributions shall cover expenses related to proposal development, project execution, and any other costs associated with fulfilling the requirements of the Contract.

(b) All costs and expenses incurred by the Joint Venture in connection with the pursuit, bidding, and performance of the Contract shall be shared by the Parties in proportion to their respective ownership interests, as outlined in Exhibit A.

(c) In the event that additional funds are required beyond the initial contributions, the Parties shall discuss and agree upon the allocation of such funds based on the Joint Venture's needs and financial capabilities.

4. Profits and Losses

(a) Profits and losses generated by the Joint Venture in connection with the Contract shall be shared by the Parties in proportion to their respective ownership interests as outlined in Exhibit A.

(b) The Parties agree to maintain accurate records of all financial transactions and to provide regular financial reports to the Committee for review and approval.

(c) In the event that the Joint Venture incurs losses exceeding a predetermined threshold amount, as specified in Exhibit A, the Parties shall discuss and agree upon a course of action to mitigate further losses and ensure the viability of the Joint Venture.

5. Duration, Termination and Exit Strategy

(a) The Joint Venture shall commence on _____ [Contract Start Date] and shall continue until the completion of the Contract or until terminated by mutual agreement of the Parties.

(b) Either Party may terminate the Joint Venture by providing written notice to the other Party in the event of a material breach of this Agreement by the other Party, or if circumstances arise that make it impractical or impossible to continue the Joint Venture.

(c) Upon termination of the Joint Venture, the Parties shall cooperate in winding up the affairs of the Joint Venture in an orderly manner, including but not limited to completing any ongoing obligations, settling outstanding debts, and distributing remaining assets in accordance with the terms of this Agreement.

6. Confidentiality

The Parties agree to maintain the confidentiality of all information related to the Joint Venture and the Contract, including but not limited to proprietary information, trade secrets, and sensitive government data. The Parties shall ensure that appropriate measures are in place to protect confidential information from unauthorized disclosure or use.

7. Governing Law and Jurisdiction

(a) This Agreement shall be governed by and construed in accordance with the laws of the state of Nebraska.

(b) Any disputes arising out of or relating to this Agreement shall be resolved through good faith negotiations between the Parties. If a resolution cannot be reached through negotiations, the Parties agree to submit the dispute to mediation or arbitration in accordance with the rules of the American Arbitration Association and held in Nebraska, with the language of arbitration being English.

(c) The Parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Nebraska for any legal proceedings arising out of or relating to this Agreement.

8. Force Majeure

- (a) Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, or government actions ("Force Majeure Event").
- (b) If a Force Majeure Event occurs, the affected Party shall promptly notify the other Party in writing and provide details of the circumstances preventing or delaying performance. The Parties shall work together in good faith to mitigate the effects of the Force Majeure Event and resume performance of their obligations under this Agreement as soon as practicable.
- (c) If the performance of the Contract is delayed or prevented by a Force Majeure Event for a period exceeding ninety (90) days, either Party may terminate this Agreement by providing written notice to the other Party.

9. Intellectual Property Rights

- (a) All intellectual property developed or utilized during the Joint Venture shall be jointly owned by the Parties. Each Party hereby grants the other Party a non-exclusive, royalty-free license to use and sublicense any intellectual property necessary for the performance of the Contract.
- (b) Each Party shall retain ownership of its pre-existing intellectual property. The Parties shall enter into a separate agreement governing the use, licensing, and protection of pre-existing and jointly owned intellectual property.

10. Change in Control

- (a) Neither Party shall transfer or assign its ownership interest in the Joint Venture or any rights or obligations under this Agreement without the prior written consent of the other Party.
- (b) In the event of a change in control of either Party, including but not limited to a merger, acquisition, or change in ownership exceeding 49%, the Parties shall promptly notify each other and negotiate in good faith to address the impact of such change on the Joint Venture.
- (c) If the change in control results in a material adverse effect on the Joint Venture or the performance of the Contract, the non-transferring Party may have the right to terminate this Agreement upon written notice to the transferring Party.

11. Performance Metrics

- (a) The Parties shall establish key performance indicators (KPIs) and benchmarks for evaluating the success and performance of the Joint Venture, including but not limited to project milestones, quality standards, and customer satisfaction metrics.
- (b) Regular performance reviews shall be conducted by the Committee to assess progress, identify areas for improvement, and take corrective actions as necessary to ensure the successful completion of the Contract.

12. Insurance and Indemnification

- (a) Each Party shall maintain adequate insurance coverage, including general liability, professional liability, and workers' compensation insurance, to protect against liabilities arising out of the Joint Venture and the performance of the Contract.
- (b) The Parties shall indemnify, defend, and hold harmless each other and their respective officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, and expenses, including reasonable attorney's fees, arising out of or related to the Joint Venture, except to the extent caused by the gross negligence or willful misconduct of the indemnified Party.

13. Non-Compete and Non-Solicitation

- (a) During the term of this Agreement and for a period of three (3) years following its termination, neither Party shall directly or indirectly engage in any business activities that compete with the Joint Venture or solicit, hire, or engage the services of any employees, consultants, or subcontractors of the other Party involved in the performance of the Contract.
- (b) The Parties acknowledge that any breach of this clause may cause irreparable harm to the non-breaching Party, and therefore, the non-breaching Party shall be entitled to seek injunctive relief and other equitable remedies in addition to any other remedies available at law or in equity.

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

| | | |
|-----------------------------------|-----------|------------------------|
| Intentures LLC | _____ | [Partner Company Name] |
| Jacqueline Gines, Managing Member | _____ | [Name, Title] |
| _____ | Signature | Signature |
| _____ | Date | Date |

Exhibit A
Description of Financial Contributions and Ownership Interests, including details specific to the Contract.

[illegible]

This Comprehensive Joint Venture Agreement, consisting of _____ [number] pages, including this page, has been executed by the Parties as of the date first above written.