

**ACE** 2020

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ACE CHECKLIST FOR INTERNATIONAL COLLABORATION

BETWEEN ARCHITECTS

**Joint Venture Agreement Template** [example]

**MEMORANDUM OF UNDERSTANDING (TERMS OF BILATERAL J-V AGREEMENT)**

This agreement is made on the [enter day] day of the [enter month] month of the [enter year] year, in [enter city], [enter country], between:

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[enter name and address of the Architect “A”] represented by Mr/Ms. [enter name of the representing person], the [enter its function],

and

•

[enter name and address of the Architect “B”] represented by Mr/Ms. [enter name of the representing person], the [enter its function].

Under this agreement both architectural firms shall establish a joint-venture operation to be located in [enter city], [enter country] with the primary purpose of providing project development and project management consulting services in the field of architecture and building engineering.

The future collaboration between Parties shall comply with the ACE European Deontological Code (revised version) adopted on the 22 April 2016.

This preliminary agreement shall be followed by the legal steps required under the [enter governing law] to form a company, under the name hereinafter named “joint-venture”.

The parties amicably agree that [enter name and address of the Architect “A”] shall possess ..% of the joint-venture shares whilst [enter name and address of the Architect “B”] shall possess ..% of the joint-venture shares.

The joint-venture shall be established primarily in order to provide the above mentioned services to [enter name of client] in development of its [enter name and location of the project].

The agreed scope of co-operation shall be as follows:

1. The joint-venture shall endeavour to obtain an appointment (contract) from [enter name of client] as the architectural and engineering consulting office for the [enter name and location of the project].
2. At the first stage of the co-operation, in order to effectively carry out works, the joint-venture shall use the presently existing offices (and staff) of [enter name and address of the Architect “A”] and [enter name and address of the Architect “B”].
3. In the second stage of the co-operation it is foreseen to arrange, (upon separately agreed conditions), a sufficient office facility for the operation of joint-venture in [enter city], [enter country].
4. The future office of the joint-venture shall be managed by [enter name of the designated person], shall employ qualified staff and shall be furnished with all necessary hardware/software and communication equipment in order to ensure efficient operation. The aforementioned equipment shall be provided by both parties, in fair proportion to their shares in the joint-venture, based on a separate agreement.
5. [enter name and address of the Architect “B”] shall provide all necessary local expertise to ensure the compliance of all design works with the [enter name of country] Building Codes and Regulations, as well as with any specific local requirements;
6. The parties to the joint-venture undertake to make every effort to provide highest quality and timely services to the Client(s).
7. The actual scope/split of work shall be agreed separately on the project basis. However, it is generally understood that [enter name and address of the Architect “B”] shall be primarily responsible for the compliance with the [enter name of country] Codes & Regulations whilst [enter name and address of the Architect “A”] shall be primarily responsible for compliance with the corporate standards of the Client(s).
8. The parties to the joint-venture confirm their mutual willingness and ability to commence the operation immediately upon receipt of the contract and technical guidelines from the Client(s);
9. This preliminary document shall constitute the agreement between [enter name and address of the Architect “A”] and [enter name and address of the Architect “B”] until the joint-venture is formalised.

For [enter name and address of the Architect “A”]:

A│

B│

C│

D│

E│

F│

For [enter name and address of the Architect “B”]:

eneral Secretariat Architects’ Council of Europe AISBL

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