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THE CONTRACT FOR SINO-FOREIGN COOPERATIVE JOINT VENTURE

Chapter 1 General Provisions In accordance with the Law of the People ' ' s Republic of China on Chinese-Foreign Cooperative Joint Ventures and other relevant Chinese laws and regulations,

_____ Company and _____ Company, in accordance with the principle of equality and mutual benefit and through friendly consultations, agree to jointly set up a Cooperative venture in _____ the People ' ' s Republic of China.

Chapter 2 Parties of the Cooperative Venture Article 1 Parties to this contract are as follows: _____ Company (hereinafter referred to as Party A), registered with _____ in China, and its legal address is at _____ (street) _____ (district) _____ (city) _____

_____ China. Legal representative: Name: Position: Nationality: _____ Company (hereinafter referred to as Party B), registered with _____. Its legal address at _____. Legal representative: Name: Position: Nationality: (Note: In case there are more than two investors, they will be called Party C, D... in proper order).

Chapter 3 Establishment of the Cooperative Venture Company Article 2 In accordance with the Cooperative Venture Law and other relevant Chinese laws and regulations, both parties of the Cooperative venture agree to set up _____ Cooperative venture limited liability company (hereinafter referred to as the

Cooperative venture company). Article 3 The name of the Cooperative venture company is _____ Limited Liability Company. The name in foreign language is _____. The legal address of the joint venture company is at _____ street _____ (city) _____ province. Article 4 All activities of the Cooperative venture company shall be governed by the laws, decrees and pertinent rules and regulations of the People's Republic of China. Article 5 The organization form of the Cooperative venture company is a limited liability company. The profits, risks and losses of the Cooperative venture company shall be shared by the parties according to the relevant provisions thereafter. Chapter 4 The Purpose, Scope and Scale of Production and Business Article 6 The goals of the parties to the Cooperative venture are to enhance economic cooperation technical exchanges, to improve the product quality, develop new products, and gain a competitive position in the world market in quality and price by adopting advanced and appropriate technology and scientific management methods, so as to raise economic results and ensure satisfactory economic benefits for each Cooperator. (Note: This article shall be written according to the specific situations in the contract). Article 7 The productive and business scope of the Cooperative venture company is to produce _____ products. provide maintenance service after the sale of the products. study and develop new products. (Note: It shall be written in the contract according to the specific conditions). Article 8 The production scale of the Cooperative venture company is as follows: 1. The production

capacity after the Cooperative venture is put into operation is _____.

2. The production scale may be increased up to _____ with the development of the production and operation. The product varieties may be developed into _____.

(Note: It shall be written according to the specific situation).

Chapter 5 Total Amount of Investment and the Registered Capital

Article 9 The total amount of investment of the Cooperative venture company is RMB _____ (or a foreign currency agreed upon by both parties).

Article 10 The registered capital of the joint venture company is RMB _____. (Exclusive of the right to the use of the site or the right to the exploitation of the natural resources and premises contributed by Party A.)

Article 11 Party A and Party B will contribute the following to the cooperative venture:

Party A: premises _____ m² the right to the use of the site _____ m²

Party B: cash _____ Yuan machines and equipment _____ Yuan industrial property _____ Yuan others _____ Yuan, _____ Yuan in all.

(Note: When contributing industrial property as investment, Party A and Party B shall conclude a separate contract to be a part of this main contract).

Article 12 The right to the use of site contributed by Party A shall be for the use of the cooperative venture company within _____ days after the approval of the contract. The cash contributed by Party B shall be paid in _____ installment. Each installment shall be as follows: (Note: it shall be written according to the concrete conditions).

Article 13 The machines and equipment contributed by Party B as investment shall meet the needs of the cooperative venture company, and shall be carried to the Chinese port _____ days before the completion of the premises construction.

Chapter 6 Responsibilities of Each Party to the Joint Venture Article 14 Party A and Party B shall be respectively responsible for the following matters:

Responsibilities of Party A: Handling of applications for approval, registration, business license and other matters concerning the establishment of the cooperative venture company from relevant departments in charge of China. Processing the application for the right to the use of a site to the authority in charge of the land.

Organizing the design and construction of the premises and other engineering facilities of the cooperative venture company.

Assisting Party B to process import customs declaration for the machinery and equipment contributed by Party B as investment and arranging the transportation within the Chinese territory.

Assisting the cooperative venture company in purchasing or leasing equipment, materials, raw materials, articles for office use, means of transportation and communication facilities etc.. Assisting the cooperative venture company in contacting and settling the fundamental facilities such as water, electricity, transportation etc..

Assisting the cooperative venture in recruiting Chinese management personnel, technical personnel, workers and other personnel needed. Assisting foreign workers and staff in applying for entry visas, work licenses and handling their travel procedures.

Responsible for handling other matters entrusted by the

cooperative venture company. Responsibilities of Party B: Providing cash, machinery and equipment, industrial property... in accordance with the provisions of Article 11 and Article 12, 13, and responsible for shipping capital goods such as machinery and equipment etc. contributed as investment to a Chinese port. Handling the matters entrusted by the cooperative venture company, such as selecting and purchasing machinery and equipment outside China, etc.. Providing necessary technical personnel for installing, testing and trial production of the equipment as well as the technical personnel for production and inspecting. Training the technical personnel and workers of the cooperative venture company. In case Party B is the licensor, it shall be responsible for the stable production of qualified products of the cooperative venture company in the light of design capacity within the specified period. Responsible for other matters entrusted by the joint venture company. (note: It shall be written according to the specific situation).

Chapter 7 Distribution of Profits and Repayment for Party B ' ' s Investment Article 15 The cooperative venture company shall distribute its profits in accordance with the following procedure after paying the income tax: _____% as allocations for reserve funds, expansion funds, welfare funds and bonuses for staff and workers of the cooperative venture company. _____% as repayment for Party B ' ' s Investment and _____ Years scheduled to pay back all Party B ' ' s Investment. _____% of the left distributed to Party A and _____% to Party B.

Chapter 8 Selling of Products Article 16 The products of cooperative venture

company will be sold both on the Chinese and the overseas market, the export portion accounts for _____%, _____% for the domestic market. (Note: An annual percentage and amount for outside and domestic selling will be written out according to practical operations, in normal conditions, the amount for export shall at least meet the needs of foreign exchange expenses of the joint venture company).

Article 17 Products may be sold on overseas markets through the following channels: The cooperative venture company may directly sell its products on the international market, accounting for _____%. The cooperative venture company may sign sales contracts with Chinese foreign trade companies, entrusting them to be the sales agencies or exclusive sales agencies, accounting for _____%. The cooperative venture company may entrust Party B to sell its products, accounting for _____%.

Article 18 The cooperative venture ' ' s products to be sold in China may be handled by the Chinese materials and commercial departments by means of agency or exclusive sales, or may be sold by the cooperative venture company directly.

Article 19 In order to provide maintenance service to the products sold both in China or abroad, the cooperative venture company may set up sales branches for maintenance service both in China or abroad subject to the approval of the relevant Chinese department.

Chapter 9 The Board of Directors.

Article 20 The date of registration of the cooperative venture company shall be the date of the establishment of the board of directors of the cooperative venture company.

Article 21 The board of directors is composed of _____ directors, of

which _____ shall be appointed by Party A, _____ by Party B. The chairman of the board shall be appointed by Party A, and its vice-chairman by Party B. The term of office for the directors, chairman and vice-chairmans four years, their term of office may be renewed if continuously appointed by the relevant party. Article 22 The highest authority of the cooperative venture company shall be its board of directors. It shall decide all major issues concerning the cooperative venture company. Unanimous approval shall be required for any decisions concerning major issues. As for other matters, approval by majority or a simple majority shall be required. (Note: It shall be explicitly set out in the contract). Article 23 The chairman of the board is the legal representative of the cooperative venture company. Should the chairman be unable to exercise his responsibilities for any reason, he shall authorize the vice-chairman or any other directors to represent the joint venture company temporarily. Article 24 The board of directors shall convene at least one meeting every year. The meeting shall be called and presided over by the chairman of the board. The chairman may convene an interim meeting based on a proposal made by more than one third of the total number of directors. Minutes of the meetings shall be placed on file. Article 25 The meeting shall be valid only when more than two thirds of the total number of directors attend. In case of absence, the director shall entrust another person to attend and vote for him with a trust deed. Chapter 10 Business Management Office. Article 26 The cooperative venture company shall establish a management office which shall be responsible for its daily

management. The management offices shall have a general manager, appointed by Party _____, _____ deputy general managers, _____ by Party _____. _____ by Party _____. The general manager and deputy general managers whose terms of office is _____ years shall be appointed by the board of directors. Article 27 The responsibility of the general manager is to carry out the decisions of the board and organize and conduct the daily management of the cooperative venture company. The deputy general managers shall assist the general manager in his work. Article 28 The general manager shall report to the board of directors the operation conditions of the cooperative company every three months, and make a financial report every six months. Article 29 In case of graft or serious dereliction of duty on the part of the general manager and deputy general managers, the board of directors shall have the power to dismiss them at any time. 100Test 下载频道开通，各类考试题目直接下载。详细请访问 www.100test.com