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https://www.100test.com/kao_ti2020/497/2021_2022__E7_BB_8F_E7_90_86_E9_80_89_E8_c85_497261.htm 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).

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