

对外经济贸易部、国家工商行政管理局关于中外合资经营企业合营各方出资的若干规定(A) PDF转换可能丢失图片或格式，建议阅读原文

https://www.100test.com/kao_ti2020/499/2021_2022__E5_AF_B9_E5_A4_96_E7_BB_8F_E6_c92_499621.htm 英文：Provisions of the Ministry of Foreign Economic Relations and Trade, the State Administration for Ind Article 1 These Provisions are formulated in accordance with the Law of the Peoples Republic of China on Chinese-Foreign Equity Joint Ventures and other pertinent laws and regulations in order to protect the lawful rights and interests of the various parties to Chinese-foreign equity joint ventures (hereinafter referred to as the "joint ventures"), and to maintain the social economic order. Article 2 The investments contributed by the various parties to a joint venture in accordance with the stipulations of the contract of the said joint venture must be the cash owned by the parties themselves as well as the physical goods, the industrial property rights, the proprietary technology and etc. that are owned by the parties themselves and have not been used to establish any security interests. In cases where physical goods, industrial property rights and proprietary technology are used as investments at the evaluated price, the investor shall present valid documents attesting their proprietary rights and their right of disposal. Article 3 No party to a joint venture may use the loans, rented equipment or other assets it has obtained in the name of the joint venture, or the assets of persons other than the parties as its own investment contribution to the joint venture. nor may it use the assets or rights and interests of

the joint venture, or the assets or rights and interests of the other parties to the joint venture as the warranty for its investment contribution to the joint venture.

Article 4 The various parties to a joint venture shall set the time limit in their joint venture contract for paying up their respective investment contributions to the joint venture, and they shall pay fully their respective investment contributions within the time limit stipulated in the joint venture contract. The investment contribution certificates issued by the joint venture in accordance with the pertinent stipulations shall be submitted to the original examining and approving authorities and the relevant administrative department for industry and commerce for the record. If the joint venture contract stipulates that investment contributions shall be paid up in one lump, the various parties to the said joint venture shall make the full payment of their respective investment contributions within six months from the date the business licence is signed and issued. If the joint venture contract stipulates that investments shall be paid by installments, the first installment paid by the various parties shall not be less than 15% of the total amount of their respective investment contributions and be paid within three months as of the date the business licence is signed and issued.

Article 5 In the event that the various parties to a joint venture fail to make the full payment of their respective investment contributions within the time limit prescribed in Article 4, the joint venture shall be considered to be dissolved of its own accord, and the approval certificate for the joint venture shall automatically cease to be effective. The joint venture shall go through the procedures for

cancellation of registration with the administrative department for industry and commerce, and hand in its business licence for cancellation. if a joint venture fails to go through the procedures for cancellation of registration or to hand in its business licence for cancellation, the administrative department for industry and commerce shall revoke its business licence and announce this publicly. 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