

# JOINT VENTURE ACCOUNTING AND TAX COOPERATION AGREEMENT

This Joint Venture Accounting and Tax Cooperation Agreement (the "Agreement") is entered into as of \_\_\_\_\_, by and between the following parties:

**Party A:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Registration Number: \_\_\_\_\_

**Party B:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Registration Number: \_\_\_\_\_

WHEREAS, the parties have established a Joint Venture under the name of \_\_\_\_\_ (the "Joint Venture") pursuant to the Joint Venture Agreement dated \_\_\_\_\_; and

WHEREAS, the parties desire to establish the terms, processes, and responsibilities regarding the accounting, bookkeeping, financial reporting, and tax cooperation requirements of the Joint Venture;

NOW, THEREFORE, the parties agree as follows:

**SECTION 1. ACCOUNTING STANDARDS AND FISCAL YEAR**

1. **Accounting Framework:** The books, accounts, and financial statements of the Joint Venture shall be prepared and maintained in accordance with \_\_\_\_\_.
2. **Fiscal Year:** The fiscal year of the Joint Venture shall begin on \_\_\_\_\_ and end on \_\_\_\_\_ of each calendar year.
3. **Currency:** The functional and reporting currency of the Joint Venture shall be \_\_\_\_\_.

**SECTION 2. APPOINTMENT OF ACCOUNTANT AND BOOKKEEPER**

1. **Primary Accounting Party:** \_\_\_\_\_ shall be responsible for the day-to-day bookkeeping, maintenance of ledgers, and preparation of draft financial statements.
2. **Independent Auditor:** The annual financial statements of the Joint Venture shall be audited by \_\_\_\_\_, unless otherwise agreed in writing by both parties.

**SECTION 3. FINANCIAL REPORTING AND INFORMATION SHARING**

1. **Monthly Reports:** Draft balance sheets, income statements, and cash flow statements shall be provided to both parties within \_\_\_\_\_ days following the end of each calendar month.
2. **Quarterly Reports:** Quarterly financial statements and budget-to-actual variance analyses shall be provided within \_\_\_\_\_ days following the end of each fiscal quarter.
3. **Annual Reports:** Audited financial statements shall be completed and distributed within \_\_\_\_\_ days following the end of the fiscal year.
4. **Access to Records:** Each party and its authorized representatives shall have the right, upon reasonable prior notice, to inspect, audit, and copy the books and records of the Joint Venture during normal business hours.

**SECTION 4. TAX MATTERS AND COMPLIANCE**

1. **Tax Classification:** The Joint Venture shall be classified for tax purposes as a \_\_\_\_\_.

2. **Tax Matters Representative:** \_\_\_\_\_ is hereby designated as the Tax Matters Representative, responsible for overseeing tax compliance, filing returns, and representing the Joint Venture before tax authorities.
3. **Tax Returns:** All local, state, federal, and international tax returns shall be drafted and provided to all parties for review at least \_\_\_\_\_ days prior to the filing deadline. No tax return shall be filed without the prior written consent of both parties.
4. **Cooperation:** The parties shall fully cooperate with each other, including providing necessary documentation, calculations, and signatures, to ensure accurate and timely tax filings.

**SECTION 5. PROFIT DISTRIBUTIONS AND TAX ALLOCATIONS**

1. **Allocation:** Taxable income, gains, losses, deductions, and credits of the Joint Venture shall be allocated between the parties in proportion to their respective ownership interests, which are:  
 Party A: \_\_\_\_\_%  
 Party B: \_\_\_\_\_%
2. **Withholding Taxes:** The Joint Venture shall withhold and pay any taxes required by law to be withheld from distributions to the parties.

**SECTION 6. TERM AND TERMINATION**

1. **Term:** This Agreement shall commence on the date first written above and remain in effect until the Joint Venture is dissolved and wound up.
2. **Survival:** The obligations of cooperation, access to books, and tax audit support shall survive the termination of this Agreement and the dissolution of the Joint Venture for a period of \_\_\_\_\_ years.

**SECTION 7. GOVERNING LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have executed this Joint Venture Accounting and Tax Cooperation Agreement as of the date first written above.

**PARTY A:**

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**PARTY B:**

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_