



AIA[®] Document C101[™] – 2018

Joint Venture Agreement for Professional Services

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month, and year.)

BETWEEN the following Parties:

Parties:
(Name, legal status, address, and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document creates joint and several liability among the parties. Consultation with an insurance expert is encouraged with respect to insurance coverages.

To form a Joint Venture to be known as:
(Name and address)

The Joint Venture's principal place of business shall be:

The Parties form this Joint Venture for the purpose of entering into an agreement with the following Client:
(Client name, legal status, address and other information)

to perform professional services in connection with the following Project:
(Name, location and detailed description of the Project)

The Parties agree as set forth below.

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ARTICLE 1 RIGHTS OF THE PARTIES

This Agreement shall govern the relationship of the Parties and the performance by the Parties of services related to the Project. The agreement between the Client and the Joint Venture for professional services shall be referred to as the “Prime Agreement.”

ARTICLE 2 RESPONSIBILITIES OF THE PARTIES

§ 2.1 The Parties shall share the obligations and responsibilities for services to be performed by the Joint Venture according to the allocation set forth in Article 15.

§ 2.2 No Party to this Agreement, or their Consultants, shall enter into a separate agreement for services in connection with the Project without the prior written approval of the other Parties.

§ 2.3 No Party has the authority to bind the Joint Venture without written consent of the Policy Board. No Party has the authority to bind another Party without the written consent of the Party to be bound.

§ 2.4 Each Party represents that it is properly licensed in the jurisdiction where the Project is located to provide the services that it is required to perform under this Agreement and the Prime Agreement.

§ 2.5 Each Party shall maintain Project records distinct from those maintained by the Joint Venture and retain such Project records for a period of time determined by the Policy Board.

ARTICLE 3 POLICY BOARD AND MANAGEMENT OF THE JOINT VENTURE

§ 3.1 The Joint Venture shall be managed by the Policy Board. The Policy Board shall have authority to make decisions that are binding on the Joint Venture and the Parties, relating to all aspects of the Joint Venture's performance of the Prime Agreement and all other matters affecting the Joint Venture, including:

- .1 assigning responsibilities among the Parties, including responsibilities for services to be provided under the Prime Agreement;
- .2 distributing compensation among the Parties consistent with the allocations and interests set forth in Article 15 and Section 16.1;
- .3 negotiating, reviewing, and approving the Prime Agreement and any modifications thereto;
- .4 entering into or terminating any commitment on behalf of the Joint Venture;
- .5 reviewing and approving Consultant agreements for the Project;
- .6 establishing Joint Venture financial controls including administration of any Joint Venture contingency funds;
- .7 initiating and resolving claims and disputes on behalf of the Joint Venture;
- .8 performing reviews of financial matters at intervals appropriate for the Project;
- .9 identifying and satisfying any jurisdictional requirements applicable to the operation of the Joint Venture;
- .10 making calls for Capital Contributions as necessary; and,
- .11 appointing, removing, directing, and delegating authority to the Project Director.

§ 3.2 Policy Board Membership

§ 3.2.1 Each Party designates the Primary Representative identified below to serve on the Policy Board. Each Party's Primary Representative shall have complete authority to bind that Party. The Primary Representatives shall serve as such without compensation.

Party

Primary Representative

§ 3.2.2 Each Party designates the Alternate Representative identified below to the Policy Board. Each Party's Alternate Representative shall serve on the Policy Board and have complete authority to bind that Party only when the Primary Representative is absent, but may attend Policy Board meetings as a non-voting participant. The Alternate Representatives shall serve as such without compensation.

Party

Alternate Representative

§ 3.2.3 Should any of the foregoing representatives become unable to perform their duties or for any reason cease to be employed by the Party who designated them, the affected Party shall promptly name a successor and inform the other Parties by written notice.

§ 3.2.4 Each Party to this Agreement may at any time replace its Primary or Alternate Representatives by written notice to the other Parties.

§ 3.2.5 The term "Representative" as used herein shall refer to whomever between the Primary or Alternative Representative, at the time of the action in question, has complete authority to bind the Party in accordance with Sections 3.2.1, 3.2.2, and 3.2.3.

§ 3.3 Regular meetings of the Policy Board for the transaction of business of the Joint Venture shall occur no less frequently than quarterly, and additional meetings may be called at any time, subject to reasonable notice, by the Representative of any Party to the Joint Venture. The Policy Board shall keep written minutes of each meeting for review and approval by each Party's Representative. The minutes shall document material decisions made by the Policy Board. Each Party shall be deemed to have approved the minutes unless they indicate otherwise in writing to the other Parties within 10 days of receipt of the minutes.

§ 3.4 The Policy Board shall appoint a Project Director. The Project Director shall be responsible for the management of the Project, subject to the terms of this Agreement and the decisions, actions and direction of the Policy Board.

§ 3.4.1 The Project Director shall be responsible for the coordination and management of the services to be performed under the Prime Agreement.

§ 3.4.2 The Project Director shall be the Joint Venture's primary contact with the Client's designated representative, each Party's designated project manager, and the designated representatives of others performing work or services related to the Project. Each Party agrees to promptly inform the Project Director of any direct communications related to the Project that it has had with the Client's designated representative, the other Parties, and any other individuals or entities performing work or services related to the Project.

§ 3.4.3 The Project Director shall be responsible for reporting to the Policy Board on the status of the Project and the Joint Venture's performance under the Prime Agreement at regular intervals established by the Policy Board.

§ 3.4.4 The Project Director does not have authority to enter into contracts on behalf of the Joint Venture except as expressly authorized by the Policy Board.

§ 3.4.5 The Project Director shall not be liable to the Joint Venture or any Party for results of actions, instructions, or decisions, rendered in good faith and made within the Project Director's authority. This provision is not meant to govern or restrict the rights of a Party with respect to its employees.

§ 3.5 Except as set forth in Article 10, actions and decisions of the Policy Board shall be by unanimous vote and shall be final, conclusive, and binding upon each Party. In the event that the Policy Board is unable to reach a unanimous decision, the Parties agree that the matter in controversy shall be subject to the Dispute Resolution process set forth in Article 11.

§ 3.6 If, for any reason, a Party's responsibilities or obligations assumed under this Agreement are changed from the proportion of its participation as provided in Article 15 and Section 16.1, as otherwise described in this Agreement, or as determined by the Policy Board, the Policy Board may adjust that Party's compensation to account for such change in participation. Adjustments to compensation made under this Section shall not change the allocations set forth in Section 16.1, unless otherwise determined by the Policy Board.

ARTICLE 4 FINANCIAL MATTERS AND ACCOUNTING

§ 4.1 The Policy Board shall designate one of the Parties to serve as the Project Accountant of the Joint Venture. The Project Accountant shall be responsible for bookkeeping and accounting services, and for preparation of consolidated invoices for the Joint Venture. The Project Accountant of the Joint Venture shall keep and maintain accounting books and records in accordance with Generally Accepted Accounting Principles, using the accounting basis identified by the Policy Board. The Joint Venture's accounting records shall be retained for the period required in the Prime Agreement or as required by applicable law, whichever is later.

§ 4.2 The Project Accountant of the Joint Venture shall open a joint bank account (the "Joint Account") in a financial institution as may be determined by the Policy Board.

§ 4.3 Each Party may examine the Joint Venture's books and records at all reasonable times, following reasonable notice.

§ 4.4 The Joint Venture's fiscal year shall be the calendar year unless otherwise determined by the Policy Board.

§ 4.5 At intervals appropriate for the Project, or as otherwise required by the Policy Board, the Project Accountant of the Joint Venture shall provide a financial report to the Policy Board. The financial report shall include an inventory and accounting of the Joint Venture's assets, liabilities, receipts, and disbursements. The Policy Board may, as a Joint Venture cost, require the Project Accountant to engage a qualified accounting firm approved by the Policy Board to review the Joint Venture's books and records.

§ 4.6 Each Party shall maintain accounting records distinct from those maintained by the Joint Venture relating to costs and expenses it charges to the Joint Venture. Each Party shall maintain its records for a period of time established by the Policy Board. The Policy Board, and any Party, shall have the ability to inspect and copy each Party's accounting records at mutually convenient times, following reasonable written notice.

§ 4.7 All payments received by the Joint Venture in connection with this Agreement and the Prime Agreement shall be promptly deposited in the Joint Account.

§ 4.8 Invoices received by the Joint Venture shall be paid from the Joint Account. The following individuals are authorized to draw payments against the Joint Account on behalf of the Joint Venture. Payments drawn against the Joint Account shall require the signatures of all the persons designated below.

Authorized Individuals

§ 4.9 Each Party shall be responsible for its own costs and expenses relating to the Project incurred prior to execution of this Agreement, except as set forth below or as otherwise determined by the Policy Board:

(Identify any costs or expenses for which the Parties will be reimbursed and identify the source and method of payment.)

§ 4.10 Taxes

To the extent required by applicable law, the Joint Venture shall file tax returns and pay related fees and taxes, if any.

ARTICLE 5 PROPERTY AND CAPITAL CONTRIBUTIONS

§ 5.1 Property

§ 5.1.1 Joint Venture property shall consist of the Capital Contributions described in Section 5.2 and other property obtained with the funds of the Joint Venture. Joint Venture property shall be identified and recorded in the Joint Venture records.

§ 5.1.2 The Parties agree to make the following property available for use by the Joint Venture:

(Identify the property, such as furniture, equipment and office space, provided by each Party or reference an exhibit providing this information.)

Party

Property

§ 5.1.3 Property made available for use by the Joint Venture shall remain the property of the contributing Party. Upon termination of this Agreement, or at such other time as determined by the Policy Board, this property shall be returned to the contributing Party.

§ 5.2 Capital Contributions

§ 5.2.1 The initial Capital Contribution of each Party to this Agreement shall be as follows:

Party

Capital Contribution (\$0.00)

§ 5.2.2 Should the Policy Board determine that additional funds are necessary to satisfy the requirements of the Prime Agreement or this Agreement or to satisfy any liabilities and obligations incurred by the Joint Venture, each Party shall, within ten days after determination by the Policy Board, contribute such additional funds in the respective proportions set forth in Section 16.1.

§ 5.2.2.1 Should any Party fail to contribute and deposit funds as required by this Section 5.2 in the Joint Account, the other Parties may advance funds to cover the deficiency. The Parties advancing funds shall receive interest on the funds advanced at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of

business of the Joint Venture. Interest shall accrue beginning immediately at the time the funds are advanced and continue to the time of their repayment. Advanced funds shall be repaid in full, including interest, from the first monies thereafter received from the Client that are distributable to the Parties. Advanced funds shall be repaid before other payments are made to any Party. Interest paid for funds advanced shall be charged against the Party whose failure necessitated the advancement of the funds.

(Insert rate of monthly or annual interest agreed upon.)

_____ % _____

§ 5.2.3 Should the Policy Board determine that funds are available in excess of the needs of the Joint Venture, the excess funds shall first be applied to the return of funds advanced, as set forth in Section 5.2.2, until such advances have been entirely repaid. Thereafter, the remaining excess funds shall be distributed to the Parties in the respective proportions set forth in Section 16.1.

ARTICLE 6 CONSULTANTS

§ 6.1 Each Party shall retain Consultants in accordance with its responsibilities identified in Article 15. No Party shall retain a Consultant for the Project without the approval of the Policy Board. All Consultants shall be retained using written agreements approved by the Policy Board. Consultants shall be independent contractors to the Party that retains them and not contractors to the Joint Venture.

§ 6.2 Consultant Agreements

§ 6.2.1 Consultant agreements entered into for the Project shall incorporate the terms of the Prime Agreement to the extent applicable to the Consultant's services and shall include the following provisions, unless otherwise approved by the Policy Board:

- .1 an obligation for the Consultant to indemnify and hold harmless the Joint Venture and the Parties to the same extent required of the Parties in this Agreement and to the same extent the Joint Venture is required to indemnify and hold harmless the Client the Prime Agreement;
- .2 a grant of rights in the Consultant's intellectual property, designs, drawings, specifications and other instruments of service sufficient to allow the Parties and the Joint Venture to comply with the requirements set forth in Section 7.1;
- .3 a provision stating that all Parties are intended third party beneficiaries of the Consultant agreement;
- .4 a provision requiring the Consultant to carry insurance of the types and limits established by the Policy Board;
- .5 a provision requiring the Consultant to maintain the confidentiality of information identified as confidential or business proprietary;
- .6 a provision permitting, at the discretion of the Policy Board, assignment of the Consultant agreement to another Party, or to a person or entity designated by the Policy Board, upon termination of the Party holding the Consultant agreement;
- .7 a provision requiring the Consultant, unless legally precluded, to submit to the same dispute resolution procedures set forth in the Prime Agreement for claims involving the Client;
- .8 a provision requiring the Consultant to submit to the same dispute resolution procedures set forth in this Agreement for claims involving the Parties, and not otherwise subject to the dispute resolution procedures of the Prime Agreement pursuant to the requirements of Section 6.2.1.7;
- .9 a provision precluding the Consultant from entering into a separate agreement for services in connection with the Project without the approval of the Parties; and
- .10 other provisions as follows:

ARTICLE 7 OWNERSHIP AND USE OF INSTRUMENTS OF SERVICE

§ 7.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Parties and the Parties' consultants in furtherance of their obligations under this Agreement or the Prime Agreement. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.1.1 The Joint Venture shall be the holder of all intellectual property rights, including copyrights, in the Instruments of Service prepared jointly or individually by the Parties and the Parties' consultants for the Project. Each Party shall have the right to use the Instruments of Service consistent with this Agreement. The Joint Venture shall convey to the Client the right to use the Instruments of Service as required in the Prime Agreement. No Party shall assign or transfer any copyright or other intellectual property interest in, permit reproduction of, or in any other way license or allow infringement of, any intellectual property rights in the Instruments of Service without written consent of the other Parties.

§ 7.1.2 To the extent permitted by the Prime Agreement, each Party shall retain all rights in intellectual property created prior to this Agreement and incorporated in the Instruments of Services. Each Party grants the Joint Venture a license to use any such intellectual property consistent with this Article.

§ 7.2 If a Party is in default under this Agreement, the other Parties may use and reproduce the defaulting Party's Instruments of Service, or the Instruments of Service of the defaulting Party's consultants, as required to fulfill the Joint Venture's obligations under the Prime Agreement.

ARTICLE 8 PUBLIC RELATIONS AND PROFESSIONAL CREDIT

§ 8.1 Public Statements and Media Relations

§ 8.1.1 For the duration of this Agreement, public statements and any media releases related to the Project, including the issuance of photographs and other images, are subject to the prior approval of the Policy Board.

§ 8.1.2 Unless otherwise agreed to in writing, public statements, issuance of photographs, and any media releases, following completion of the Project or termination of the Agreement, are subject to the prior approval of all Parties, which approval shall not be unreasonably withheld.

§ 8.2 Professional Credit

Notwithstanding the provisions of Section 8.1, each Party shall have the right to reference their involvement in the Project, subject to the professional credit requirements set forth in this Section 8.2.

§ 8.2.1 The Parties shall recognize and respect the professional contributions of one another and, in all marketing or other written or recorded materials related to the Project, the Parties and the Joint Venture shall accurately describe the scope and nature of each Party's respective responsibilities in connection with the Project.

§ 8.2.2 Professional credit shall be attributed to the Joint Venture for the design services provided for the Project.

§ 8.2.3 Attribution and professional credit for each Party, and for Consultants, shall be provided as follows, or as otherwise determined by the Policy Board:

§ 8.3 The rights under this Article 8 are subject to any requirements of, or limitations under, the Prime Agreement.

ARTICLE 9 INSURANCE

§ 9.1 Each Party shall maintain the following insurance until termination of this Agreement; with terms and conditions, and policy limits, equal to those required of the Joint Venture by the Prime Agreement, or as otherwise established by the Policy Board.

§ 9.1.1 Commercial General Liability coverage for bodily injury and property damage that does not exclude (1) joint and several liability arising from the Party's participation in the Joint Venture; or (2) the joint and several liabilities arising out of, or in connection with, the services performed under this Agreement or the Prime Agreement.

§ 9.1.2 Automobile Liability coverage for vehicles used by the Party, covering bodily injury, death of any person, and property damage, arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 9.1.3 Each Party may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess

or umbrella liability insurance policies result in the same or greater coverage as the coverages required by the Prime Agreement or as otherwise established by the Policy Board. In no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits exclusively through the actual payment by the underlying insurers.

§ 9.1.4 Workers' Compensation, at statutory limits.

§ 9.1.5 Employers' Liability.

§ 9.1.6 Professional Liability, covering negligent acts, errors and omissions in the performance of professional services, and that does not exclude (1) services provided by or through a joint venture; or (2) the joint and several liabilities arising out of, or in connection with, the services performed under this Agreement or the Prime Agreement.

§ 9.1.7 Other insurance as required by the Prime Agreement or the Policy Board.

§ 9.2 Additional Insured Obligations. To the fullest extent permitted by law, each Party shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by the Party's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.

§ 9.3 Each Party shall provide certificates of insurance to the Policy Board that evidence compliance with the requirements in this Article 9. A Party shall provide notice to the Policy Board within three (3) business days of becoming aware of an impending or actual cancellation or expiration of any insurance required by this Agreement.

ARTICLE 10 COMMENCEMENT, TERMINATION, AND DISSOLUTION

§ 10.1 This Joint Venture commences on the date of this Agreement.

§ 10.2 This Agreement shall remain in full force and effect until the earliest of the following occurs:

- .1 award of the Project to an individual or entity other than the Joint Venture;
- .2 termination by mutual written agreement of the Parties;
- .3 termination of the Agreement under this Article 10; or,
- .4 dissolution of the Joint Venture at the completion of all services required under the Prime Agreement, resolution of all claims arising under the Prime Agreement and this Agreement, and final disposition of all Joint Venture resources, property and funds in accordance with this agreement.

§ 10.3 The obligations of each Party to contribute, in accordance with this Agreement, to the satisfaction of debts and liabilities of the Joint Venture, shall survive dissolution or termination of this Agreement.

§ 10.4 A Party shall be considered immediately terminated under this Agreement upon occurrence of any of the following events: (1) death, disability, or any other circumstance ending or limiting the involvement, of an individual who cannot be replaced to the reasonable satisfaction of the Policy Board, or whose absence otherwise substantially impairs a Party's ability to perform under this Agreement; (2) filing for bankruptcy, dissolution, or liquidation; (3) making a general assignment for the benefit of creditors; (4) disbarment or suspension of professional license required to perform services under the Prime Agreement; (5) indictment under a criminal proceeding; or, (6) other incapacity of the Party that substantially impairs the Party's ability to perform under this Agreement.

§ 10.5 If a Party substantially fails to perform in accordance with the terms of this Agreement or the Prime Agreement, the members of Policy Board representing the other Parties may, by unanimous vote and upon not less than ten days' written notice, terminate the non-performing Party. During the ten-day notice period, the non-performing Party may cure the default or implement acceptable measures intended to cure the default. Termination is effective upon completion of the notice period if, in the unanimous judgment of the other members of the Policy Board, the non-performing Party has not cured the default or implemented acceptable measures intended to cure the default.

§ 10.6 Upon termination of a Party, the Joint Venture may complete the performance of the Prime Agreement without the participation of the terminated Party. The remaining Parties shall provide the resources necessary for completion of the Joint Venture's obligations under the Prime Agreement. The terminated Party's right to participate on the Policy Board and the Dispute Review Committee immediately ends upon termination. Any compensation due the terminated

Party following termination under Section 10.4 or Section 10.5 is subject to Section 16.2.2. The Parties acknowledge the respective interests of each Party under Section 16.1 shall not limit the liability of the terminated Party in any way.

§ 10.7 If the Joint Venture does not enter into a Prime Agreement with the Client, or the Client terminates the Prime Agreement, no Party may enter into a contract to perform any services contemplated for the Project without the written consent of the other Parties.

§ 10.8 Prior to termination or dissolution of the Joint Venture under section 10.2, all facilities and Joint Venture property shall be disposed of at fair market value or at a price determined by the Policy Board, and the proceeds, together with any funds in the Joint Account, shall, after satisfaction of any advances made under Section 5.2.2.1, be distributed in proportion to the respective interests of each Party as described in Section 16.1.

§ 10.9 Nothing contained in this Agreement shall give an estate, trustee, executor, guardian, administrator, or other person or entity representing a terminated Party, or the terminated Party itself, the right to participate in the administration of the affairs of the Joint Venture. Any third party, such as a creditor, receiver, trustee, executor or administrator, asserting a claim or right of a Party to this Agreement, is limited to the proportional interest of such Party as described in Section 16.1.

§ 10.10 Except for the obligation to perform services required in the Prime Agreement, a terminated Party's obligations under this Agreement survive termination, including those set forth in Articles 7, 10, 11, and 12.

ARTICLE 11 DISPUTE RESOLUTION AMONG THE PARTIES

§ 11.1 The Policy Board shall endeavor to resolve all claims, disputes and other matters involving the Parties.

§ 11.2 Dispute Resolution Committee

If the Policy Board is unable to reach a unanimous decision on a matter, as a condition precedent to mediation and the method of binding dispute resolution set forth below, the Party initiating the dispute shall submit the claim, dispute, or other matter in question to the Dispute Resolution Committee with written notice to the other Parties. The Dispute Resolution Committee shall meet to discuss the claim, dispute, or other matter in question within fifteen (15) days of submission from the Party. The Dispute Resolution Committee may request additional information from the Parties, but in any event shall render a unanimous decision within fifteen (15) days of its initial meeting relating to the dispute. The Dispute Resolution Committee's unanimous decision shall be final and binding on the Parties.

§ 11.2.1 Each Party shall appoint one Dispute Committee Representative from its senior leadership to the Dispute Resolution Committee, who is not serving as a Primary or Alternative Representative for the Party, and who is vested with full authority to make decisions on behalf of, and to bind, the Party. If at any time a Party's designated representative is unable to serve on the Dispute Resolution Committee, the Party shall appoint another qualified individual as its Party representative.

§ 11.2.2 The Parties identify the following Dispute Resolution Committee representatives:

Party

Dispute Resolution Committee Representative

§ 11.3 Mediation

§ 11.3.1 Any claim, dispute, or other matter in question, arising out of or related to this Agreement, that is submitted to the Dispute Resolution Committee and that the Dispute Resolution Committee is unable to decide by unanimous decision within the time set forth in Section 11.2, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 11.3.2 Unless the Parties mutually agree otherwise, mediations under this Agreement shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other Parties, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution. In such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. If an arbitration proceeding is

stayed pursuant to this Section 11.3.2, the Parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 11.3.3 The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 11.3.4 If the Parties do not resolve a dispute through mediation pursuant to this Section 11.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 11.4 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Parties do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 11.4 Arbitration

§ 11.4.1 If the Parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute, or other matter in question, arising out of or related to this Agreement, and subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other Parties to this Agreement, and filed with the person or entity administering the arbitration. The Party filing a notice of demand for arbitration must assert in the demand all claims then known to that Party on which arbitration is permitted to be demanded.

§ 11.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 11.4.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by the Parties, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 11.4.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 11.4.4 Consolidation or Joinder

§ 11.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any Party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 11.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any Party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined

consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 11.4.4.3 The Parties grant to any person or entity made a party to an arbitration conducted under this Section 11.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Parties under this Agreement.

§ 11.5 In the event of a claim or dispute with the Client or another third party, no Party shall issue any public statement or other media release related to the claim or dispute prior to review and approval of the Policy Board or, if the Agreement has terminated, without prior review and approval of the principals from each Party.

§ 11.6 The Parties shall continue to perform services required under this Agreement while all claims, disputes and other matters in question arising from this Agreement are pending under this Article 11.

§ 11.7 The provisions of this Article 11 shall survive the dissolution of the Joint Venture or termination of this Agreement.

ARTICLE 12 INDEMNIFICATION

§ 12.1 Each Party shall be responsible for liabilities, damages, losses and judgments of the Joint Venture under this Agreement on the basis of comparative fault determined pursuant to Sections 12.1.1 and 12.1.2, or to the extent fault cannot be reasonably allocated among the Parties under Sections 12.1.1 or 12.1.2, in proportion to each Party's respective interest in the Joint Venture as set forth in Section 16.1.

§ 12.1.1 Indemnity for Professional Services Claims

Each Party shall indemnify the Joint Venture and the other Parties, as well as the officers and employees of the Joint Venture and indemnified Parties, and hold each of them harmless from and against any liabilities, damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the indemnifying Party, its employees or its consultants, relating to the performance of professional services under this Agreement. The obligation to indemnify and hold harmless under this Section 12.1.1 does not include a duty to defend.

§ 12.1.2 Indemnity for Other Claims

For liability resulting from acts and omissions other than those covered by Section 12.1.1, each Party shall indemnify, defend and hold harmless the Joint Venture and the other Parties, as well as the officers and employees of the Joint Venture and indemnified Parties, from and against any liabilities, damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent caused by the acts or omissions of the indemnifying Party, its employees or its consultants, relating to the performance of their obligations under this Agreement or to the obligations of the Joint Venture.

§ 12.2 The provisions of this Article 12 shall survive the dissolution or termination of this Agreement.

ARTICLE 13 LEGAL COUNSEL

§ 13.1 The Joint Venture shall retain, for the duration of this Agreement, legal counsel to provide legal services for the Joint Venture. No Party shall retain the legal counsel who is representing the Joint Venture to represent the individual interests of any Party without the consent of the other Parties. The expense of legal counsel shall be borne by each Party in proportion to its interest as described in Section 16.1, or as otherwise determined by the Policy Board.

§ 13.2 A Party may retain separate counsel to represent its interests at its own cost.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Unless another jurisdiction is designated below, this Agreement shall be governed by the law of the place designated in the Prime Agreement. If no designation is made in the Prime Agreement or below, the laws of the jurisdiction where the Project is located shall govern. In any event, the laws of the governing jurisdiction shall apply excluding that jurisdiction's choice of law rules. If the Parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 11.4.

(If the laws of a jurisdiction other than that designated in the Prime Agreement shall govern this Agreement, identify the jurisdiction below.)

§ 14.2 Where this Agreement requires one Party to notify or give notice to another Party, such notice shall be provided in writing to the Representative of the Party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 14.3 The Parties, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. No Party shall assign this Agreement without the written consent of the other Parties to this Agreement. Consent shall not be unreasonably withheld, provided that the successor Party reasonably demonstrates the ability to perform the professional services and meet the financial, insurance, and other obligations required under this Agreement and the Prime Agreement.

§ 14.4 If a Party intends to sell, assign, or transfer, or if a Party in any way encumbers, all or substantially all of its corporate assets, or directly or indirectly undergoes a change in corporate control, that Party shall promptly notify the other Parties. Upon receiving notice, the remaining members of the Policy Board may, by unanimous vote, either require the Party's successor to remain a party of the Joint Venture and satisfactorily perform its obligations or terminate the Party.

§ 14.5 The following shall be regarded as Confidential Information:

- .1 All information generated, developed, produced, or compiled, by the Joint Venture and the Parties, related to the Project and this Agreement.
- .2 Information received from another source specifically designated as "confidential" or "business Proprietary."

§ 14.5.1 If a Party transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the Party receiving such Confidential Information that the transmitting party is authorized by the Policy Board to transmit the Confidential Information. If a Party receives Confidential Information, that Party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 14.5.2.

§ 14.5.2 A Party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court, governmental entity or arbitrator. A Party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 15 SCHEDULE OF SERVICES

§ 15.1 The Parties agree to provide the services required by the Prime Agreement as set forth below:

(Identify a Schedule of Services Exhibit describing each Party's responsibilities for performing services required by the Prime Agreement and identifying the Party or Parties providing services of the Project Director and Project Accountant.)

§ 15.2 Each Party shall retain the Consultants as identified below:

(For each Party, list required Consultant's discipline and, if known, identify the Consultant by name and address.)

Party

Consultant

ARTICLE 16 INTEREST OF THE PARTIES, COMPENSATION, AND PAYMENTS

§ 16.1 Interests of the Parties

Except as set forth in Article 12, or as otherwise described in this Agreement or determined by the Policy Board, the interest of each Party in (a) compensation received under the Prime Agreement, (b) any contingencies held by the Joint Venture, and (c) assets obtained, and liabilities, and obligations incurred, by the Joint Venture in connection with the performance of this Agreement or the Prime Agreement, including any Joint Venture costs, shall be as follows:

Party

Percentage of Interest

§ 16.2 Progress Payments

§ 16.2.1 Progress Payments made from the Client to the Joint Venture shall be distributed among the Parties as set forth in this Section 16.2.1 and elsewhere in this Article 16.

(Describe distribution of Progress Payments among the Parties on a per phase basis below or set forth in an Exhibit attached to this Agreement.)

Phase	Party's Share of Progress Payment		
	Party Name	Party Name	Party Name
Schematic Design			
Design Development			
Construction Documents			
Procurement			
Construction Phase			

§ 16.2.2 If a Party is terminated under this Agreement, the Representatives of the other Parties on the Policy Board may, upon written notice to the terminated Party, place funds yet to be disbursed to that Party in a separate account. Funds placed in a separate account may be used to reimburse the other Parties for additional costs incurred as a result of the termination. Any funds placed in a separate account shall be distributed to the terminated Party at the dissolution of the Joint Venture under Section 10.2, unless otherwise determined by the Policy Board. This Section 16.2.2 is not intended to limit any Party's rights and remedies.

§ 16.3 Unless otherwise agreed upon by the Parties, the Joint Venture shall have no employees. Necessary personnel shall be provided from the staffs of the Parties. New personnel employed specifically for work on the Project will be employed by one of the Parties as determined by the Policy Board.

§ 16.4 Each Party shall be compensated for reimbursable expenses to the same extent, and subject to the same terms and conditions, as reimbursements made to the Joint Venture under the Prime Agreement. The Joint Venture shall compensate the Parties for reimbursable expenses only after receipt of payment from the Client as provided in Section 16.2.1. Other expenses incurred prior to execution of the Prime Agreement, or that are not reimbursable pursuant to the Prime Agreement, shall be incurred at each Party's expense unless otherwise agreed to by the Policy Board.

§ 16.5 Each Party shall submit invoices for services and reimbursable expenses in accordance with the requirements identified by the Policy Board. The Project Director shall review invoices and take appropriate action within ten days of receipt from a Party.

§ 16.6 Disbursements to the Parties shall be made promptly after the Joint Venture receives payment from the Client under the Prime Agreement. The Joint Venture shall disburse payments from the Client to each Party in proportion to the amounts received from the Client that are attributable to the Party's services rendered and Reimbursable Expenses incurred and in accordance with the provisions of this Article 16. Receipt of payment from the Client shall be a condition precedent to the Joint Venture's obligation to disburse payments to the Parties under this Article 16.

ARTICLE 17 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 18 SCOPE OF THE AGREEMENT

§ 18.1 This Agreement represents the entire and integrated agreement among the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all the Parties. If the Prime Agreement is executed or modified after execution of this Agreement, the Parties agree, if necessary, to negotiate in good faith to prepare an amendment and restatement of this Agreement acceptable to the Parties.

§ 18.2 This Agreement is comprised of the following documents:

- .1 AIA Document C101™-2018, Standard Form Joint Venture Agreement for Professional Services;
- .2 Prime Agreement between the Client and Joint Venture, including all applicable exhibits thereto, attached as Exhibit A when executed;
- .3 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

PARTY NAME

(Signature)

(Printed name and title)

PARTY NAME

(Signature)

(Printed name and title)

PARTY NAME

(Signature)

(Printed name and title)

PARTY NAME

(Signature)

(Printed name and title)