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## Aus der Generalversammlung...

### *Joint Venture Agreement angenommen*

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*I*m Rahmen des 3. *International Congress of Voice Teachers* (ICVT) im Juli 1994 in Auckland, New Zealand wurde auch über die künftige Durchführung dieses Anlasses beraten. An einer Versammlung, die von Vertretern vieler Vereinigungen besucht wurde, wurde eine "Gemeinsame Vereinbarung über Risikoverteilung" (Joint Venture Agreement) als Idee unterbreitet.

Der Zweck dieser Vereinbarung ist, künftig das finanzielle Risiko für die Durchführung des Kongresses auf die zahlreich teilnehmenden Vereinigungen aus aller Welt zu verteilen. Dabei soll die Mitgliederzahl der jeweiligen Vereinigungen in angemessenem Verhältnis berücksichtigt werden.

Einige Vertreter von Vereinigungen mit verhältnismässig wenig Mitgliedern (APCS = 107) äusserten Bedenken wegen ihrer allfällig zu gewährenden Schulden-Anerken-

nung falls der ICVT defizitär wäre. Dazu ist zu bemerken, dass z. B. die American Association (NATS) mit Tausenden von Mitgliedern durchaus in der Lage wäre, den grössten Teil eines allfälligen Fehlbetrages zu übernehmen.

Die vorliegende "Gemeinsame Vereinbarung über Risikoverteilung" (Joint Venture Agreement) wurde der Generalversammlung der APCS in Basel am 29. Oktober 1994 vorgelegt und einstimmig angenommen.



## JOINT VENTURE AGREEMENT

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 1994, by and between the NATIONAL ASSOCIATION OF TEACHERS OF SINGING, INCORPORATED, and the INTERNATIONAL CONGRESS OF VOICE TEACHERS whose constituent members are the ASSOCIATION OF TEACHERS OF SINGING (Great Britain), ASSOCIATION FRANÇAISE des PROFESSEURS de CHANT (France), **ASSOCIATION des PROFESSEURS de CHANT de SUISSE (Switzerland)**, BUNDESVERBAND DEUTSCHE GESANGSPÄDAGOGEN (Germany), SVENSKA SANGOCH TALPEDAGOGFORBUNDET (Sweden), THE JAPANESE ASSOCIATION FOR RESEARCH IN SINGING, THE FINLAND ASSOCIATION OF TEACHERS OF SINGING, GENOOTSCHAP van ZANGLERAREN IN NEDERLAND (Holland), AUSTRALIAN NATIONAL ASSOCIATION OF TEACHERS OF SINGING, NEW ZEALAND ASSOCIATION OF TEACHERS OF SINGING, RUSSIAN ASSOCIATION OF TEACHERS OF SINGING and NATIONAL ASSOCIATION OF TEACHERS OF SINGING, INCORPORATED and any other members who shall join in the future (herein referred to collectively as “Partners” and individually as “Partner”).

## WITNESSETH:

In consideration of the mutual covenants herein contained, the Partners agree as follows:

1. *Name.* The name of the Joint Venture and the name under which it shall conduct its business shall be the International Congress of Voice Teachers Conference.

2. *Principal Office.* The principal office of the Joint Venture shall be located at 2800 University Boulevard North, Jacksonville, Florida 32211, or at such other place or places as may hereafter be agreed upon by the Partners.

3. *Purpose.* The purpose of the Joint Venture shall be to provide marketing services, receive fees, hold and invest funds for the International Congress of Voice Teachers Conference, one such conference to be held at agreed upon intervals. The Joint Venture may hold property in the name of the Joint Venture or in the name of the Partners.

4. *Joint Venture Capital*

(a) *Initial Capital.* Each of the Partners shall make as an initial contribution to the capital of the Joint Venture of ten dollars (US\$10.00).

5. *Interest in Profits and Losses of Joint Venture.* The respective interest of the Partners in the profits, losses and capital of the Joint Venture shall be equal in proportion to the membership of the respective associations, which membership shall be determined for each association as of January 1 of the year of the Congress. The respective interests of the Partners in the profits, losses, and capital of the Joint Venture shall remain equal unless the same shall be changed by amendment to this Agreement. All profits and losses and all items of income, deduction, and credit for each calendar year, arising from the business of the Joint Venture, shall be allocated to the Partners according to their respective interests in the Joint Venture as provided in this Section 5.

## 6. *Distributions to Partners Other Than on Termination.*

(a) *Annual Computations.* Annually, the Joint Venture or its independent accountant shall determine the net income or net loss of the Joint Venture for its fiscal year.

(b) *Definitions.* For the purpose of this Agreement the terms “net income” and “net losses” of the Joint Venture shall mean the net income or the net losses of the Joint Venture determined in accordance with the method of accounting set forth in Section 8 thereof.

(c) Distributions of cash or property held by the Joint Venture can be made at any time and in any manner by majority vote of the Partners.

## 7. *Management.*

(a) The management of the partnership shall be delegated by the Partners to a committee of three (3) representatives, consisting of a member of the National Association of Teachers of Singing, a representative from the Association sponsoring the next International Congress, and the third representative to be selected by a majority of the Partners. All management decisions will require the agreement of the majority of the members of the management committee. The routine administrative decisions may be delegated by the partnership management committee to one of the Partners. That Partner, without the consent of the majority of the other Partners, shall not:

- (i) borrow or lend money on behalf of the Joint Venture;
- (ii) execute any mortgage, note or lease;
- (iii) assign, transfer or pledge any debt due the Joint Venture or release any debts due, except on payment in full;
- (iv) compromise any claim due to the Joint Venture or submit to arbitration any dispute or controversy involving the Joint Venture;
- (v) make any contract on account of the Joint Venture requiring the expenditure of US\$1,000.00 or more; or
- (vi) make or endorse in the name of the Joint Venture any note, or act in the name of the Joint Venture as an accommodation party, or otherwise cause the Joint Venture to become a surety for another person.

(b) If any Partner shall, without obtaining prior approval of the other Partners or without subsequent ratification of the other Partners, obligate the Joint Venture with respect to any matter requiring majority agreement, he shall be liable to the Joint Venture for any loss resulting from such obligation.

(c) Each of the Partners shall devote such time to the business of the Joint Venture as shall be reasonably required for its success. No Partner shall be entitled to receive any salary or other compensation for services performed by him for the Joint Venture unless there is an express prior agreement of the Partners that a Partner shall receive compensation

for rendering specified extraordinary services. The Partners shall be entitled to be reimbursed by the Joint Venture for ordinary and necessary expenses incurred by them on behalf of the Joint Venture provided those expenses are of a nature which may be incurred by the Joint Venture without majority approval or provided that majority approval has been obtained prior to or subsequent to the making of the expenditure.

8. *Books and Records.* The Joint Venture shall keep its accounting records, and shall report its income for income tax purposes, on the cash receipts and disbursements method of accounting. The fiscal year of the Joint Venture shall be the year beginning January 1, and ending December 31. At the end of each fiscal year during the continuance of the Joint Venture, a full and complete account of all the assets and liabilities of the Joint Venture, as well as the receipts and disbursements of the Joint Venture shall be taken, and a complete statement of the condition of the business shall be made. The Joint Venture shall keep proper books of account of all transactions of the Joint Venture at its place of business, and such books shall at all times be open for inspection by all Partners.

9. *Transfer of Joint Venture Interests.*

(a) No Partner may sell, assign, pledge, give or otherwise transfer any interest in the Joint Venture without the prior written consent of the other Partners. If consent to a transfer is requested of a Partner, he may refuse to grant his consent for any reason or impose conditions upon the granting of his consent. Any attempted transfer of an interest in the Joint Venture in violation of this Section shall be voidable by the other Partners.

10. *Dissolution.* The Joint Venture may be dissolved at any time by agreement of all of the Partners or as otherwise specifically provided herein. In the event of the dissolution of the Joint Venture, the Partners shall proceed with reasonable promptness to wind up the business and affairs of the Joint Venture. The assets of the Joint Venture business shall be used and distributed to satisfy the liabilities of the Joint Venture in the following order:

(a) Those owing to creditors other than Partners.

(b) Those owing to Partners other than for capital and profits.

(c) Those owing to Partners for profits and capital.

11. *Rights and Obligations of the Partners.* The rights and obligations of the Partners, except as herein set forth, shall be as set forth in Chapter 620, Part II, Florida Statutes (1987), as the same may be amended from time to time.

12. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

13. *Amendments.* This Agreement may not be modified or changed orally, but modified and changed only by a written amendment hereto duly signed by all the Partners.