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Joint ventures and alliances are, as one leading advisory firm<sup>1</sup> put it, “an integral part of the corporate finance and corporate development tool-kit”. Evidence indicates that joint venture activity by companies has in recent years increased at a greater rate than traditional M & A and will continue to do so.<sup>2</sup> The Economist Intelligence Unit, in its report *Foresight 2020*, identified increased collaboration with suppliers, customers and other partners as a “defining feature of the company of 2020”.

A “joint venture” is not a legal term of art. The focus here is on collaborative arrangements by which two or more companies jointly and directly participate in an integrated business venture but without going so far as full merger or acquisition. We address a range of collaborative relationships (whether they are described as joint ventures, partnerships, consortia, strategic alliances or some other term) whilst recognising that the corporate joint venture is still the most common, and perhaps most complex, form of business collaboration to cross the desk of the transactional lawyer.

Joint ventures are a feature of a wide range of specific industry sectors—from telecommunications, pharmaceuticals and energy to engineering and infrastructure—with each sector having its own distinctive features and practices. Very many issues, however, are central to most joint ventures and alliances across the range of industry sectors. These core issues provide the focus for this book.

**Aim of this book**

This book is intended for the practitioner. Whilst it addresses underlying legal principles, it aims primarily to assist the practising lawyer to acquire the basic tools, skills and information required for these transactions including: (i) a good feel for the commercial background; (ii) a knowledge of available legal structures; (iii) awareness of the key issues likely to arise and range of solutions available; (iv) an outline understanding (but not necessarily detailed knowledge) of a range of specialist legal disciplines such as tax, competition law, intellectual property and employment law; and (v) access to a sound base of initial forms and precedents.

There are frequent checklists which assist this approach. There is rarely a simple “right” or “wrong” solution; the constructive lawyer engaged in joint venture transactions must be prepared to consider, with the client, a range of possible solutions to suit the particular venture.

We try to present the text in a form in which the essential points and issues can be identified without extensive legal references—with more detailed case-law and formal legal sources (primarily under English law) being addressed in footnotes or separate sections. We hope the presentation assists the reader, including many lawyers engaged internationally.