



ELECTION OR REVOCATION OF AN ELECTION TO HAVE THE JOINT VENTURE OPERATOR ACCOUNT FOR GST/HST

Use this form if you are a participant and the operator of a joint venture and you are jointly electing with another participant (co-venturer) to make yourself responsible to account for GST/HST for the joint venture. You can also use this form to revoke a previous election. This form must be completed for each co-venturer that wishes to jointly elect with you. Both the operator and the co-venturer have to sign this form.

If you have written authorization from the co-venturer to complete and certify this election or revocation on its behalf, use Form GST355, Streamlined Election or Revocation of an Election to Have the Joint Venture Operator Account for GST/HST.

Do not send us this form. The operator and the co-venturer have to keep a copy with their records.

Part A - Identification of operator

Operator's legal name, Business Number, Mailing address, City, Province, Postal code, Contact person, Title, Telephone

Part B - Identification of co-venturer

Co-venturer's legal name, Business Number (if any), Mailing address, City, Province, Postal code, Contact person, Title, Telephone

Part C - Identification of joint venture

Name of joint venture (if any), Describe the joint venture activities

Part D - Election

Effective date of election: Year, Month, Day

Part E - Revocation of election

Effective date of revocation: Year, Month, Day

Part F - Certification by operator

I certify that the information given about the operator identified in Part A is true, correct, and complete in every respect, to the best of my knowledge, and that I am authorized to sign on behalf of the operator.

Name and title of authorized person, Signature of authorized person, Year, Month, Day

Part G - Certification by co-venturer

I certify that the information given about the co-venturer identified in Part B is true, correct, and complete in every respect, to the best of my knowledge, and that I am authorized to sign on behalf of the co-venturer.

Name and title of authorized person, Signature of authorized person, Year, Month, Day

General Information

Definitions

Mineral includes:

ammonite gemstone	bituminous sands
calcium chloride	silica
gravel	coal
sand	kaolin
petroleum, natural gas, and related hydrocarbons	oil shale

Participant in a joint venture means:

- a person who, under a written joint venture agreement, makes an investment by contributing resources and takes a proportionate share of any revenue or incurs a proportionate share of the losses from the joint venture activities; or
- a person, without a financial interest, who is designated as the operator of the joint venture under a written agreement and is responsible for the managerial or operational control of the joint venture.

Prescribed activity includes:

- the construction of real property; and
- activities relating to the sale or lease of real property.

Exception

Activities relating to the sale or lease of non-residential real property are not prescribed activities when a participant, or anyone associated with or related to a participant, uses all or a portion of the property less than 90% in commercial activity, and the user is not paying rent at fair market value and the tax on that rent.

Eligibility criteria

A joint venture election can be made if **all** the following conditions are met:

- the joint venture is not set up as a partnership, corporation, or trust;
- the joint venture is engaged in the exploration or exploitation of mineral deposits or a prescribed activity (see the definition above);
- the operator is a participant in the joint venture;
- there is a written agreement governing the joint venture;
- the operator is a registrant (however, the co-venturer does not have to be a registrant to make the election).

Effect of election

When the election is in effect, we consider any supply, acquisition, importation, or bringing into a participating province of property or a service by the operator **on behalf of a co-venturer** in joint venture activities to have been made by the operator and not the co-venturer. This means that the operator is considered to have charged or paid the GST/HST on all properties and services it supplies, acquires, imports, or brings into a participating province on behalf of the co-venturer in joint venture activities and is responsible to account for that GST/HST.

However, the co-venturer can claim input tax credits for GST/HST paid on joint venture-related expenses it incurs **directly**, to the extent it would be entitled to claim input tax credits if the election had not been made.

Exception

When the operator acquires, imports, or brings property or a service into a participating province on behalf of the co-venturer in joint venture activities, the operator is not considered to have acquired, imported, or brought it into a participating province if the property or service is not for consumption, use, or supply in commercial activities **and** the operator:

- is a government; **or**
- is not required to pay GST/HST under federal law.

This means the operator does not account for the GST/HST paid on the acquisition, importation, or bringing into a participating province of the property or service. Instead, the co-venturer is considered to have paid any GST/HST payable and has to claim any input tax credits or rebates to the extent available.

This election applies only to activities the operator conducts on behalf of the joint venture.

A supply of property or a service by the operator to a co-venturer is generally not subject to GST/HST if the election is in effect and the co-venturer is acquiring the property or service to consume, use, or supply in commercial activities of the joint venture.

Liability

All electing participants—operator and co-venturer—are jointly and severally liable for all GST/HST obligations related to any activity the operator performs on behalf of the electing co-venturer under the joint venture agreement.

Duration of election

The operator and co-venturer can make a joint venture election at any time during the life of the joint venture. The effective date must be specified in Part D of the form. The election remains in effect until any of the eligibility criteria are no longer met, or until the operator and co-venturer jointly revoke the election.

Revocation of election

The operator and co-venturer can jointly elect to revoke an election by completing Part E of this form.

Additional information

When a person acquires an interest in a joint venture from a co-venturer who has made an election with the operator, we consider that person to have made the election with the operator at the time the interest in the joint venture is acquired.

The operator has to retain and maintain the election as it relates to the co-venturer over the life of the joint venture.

The co-venturer has to retain and maintain the election that reflects its own status at any time during its involvement with the joint venture.

Non-electing co-venturers have to account for the GST/HST charged on taxable supplies made through the operator.

Do not send us the election form. The operator and co-venturer must keep the election form, or copies, on file for audit purposes.

If you need more information, call our Business Enquiries line at **1-800-959-5525**.