

CONSORTIUM AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

Party A Name: _____

Party A Address: _____

Party B Name: _____

Party B Address: _____

RECITALS:

WHEREAS, the Parties desire to form a consortium (the “Consortium”) to collaborate on certain projects and activities as described herein; and WHEREAS, the Parties intend this Agreement to set forth the terms and conditions of their relationship and collaboration under United States law.

1. FORMATION AND PURPOSE

The Parties hereby form a Consortium for the purpose of jointly undertaking projects and sharing resources, knowledge, and responsibilities as set forth in this Agreement.

2. TERM

This Agreement shall commence on the Effective Date and continue in effect until terminated in accordance with the provisions herein.

3. MANAGEMENT

The Consortium shall be managed by a Management Committee consisting of representatives appointed by each Party. Decisions shall be made by majority vote unless otherwise specified.

4. CONTRIBUTIONS AND RESPONSIBILITIES

Each Party agrees to contribute resources, personnel, or funding as agreed in writing. Responsibilities for performance, compliance with laws, and delivery shall be shared as specified.

5. FINANCIAL MATTERS

The Parties shall share costs, expenses, and revenues in proportions agreed in writing. Proper accounting records shall be maintained and made available for review.

6. INTELLECTUAL PROPERTY

All intellectual property developed jointly shall be owned by the Consortium unless agreed otherwise. Pre-existing intellectual property remains the property of the originating Party.

7. CONFIDENTIALITY

Each Party agrees to keep confidential all non-public information disclosed by another Party and to use such information only for purposes of the Consortium.

8. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that it has the authority to enter into this Agreement and perform its obligations, and that performance will not violate any agreements or laws.

9. INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other Parties against liabilities arising from breaches of this Agreement or negligence in performing Consortium activities.

10. LIMITATION OF LIABILITY

Except for indemnification obligations or willful misconduct, no Party shall be liable for indirect, incidental, or consequential damages arising from this Agreement.

11. TERMINATION

This Agreement may be terminated by mutual written consent or by any Party upon material breach not cured within thirty (30) days after written notice.

12. EFFECT OF TERMINATION

Termination shall not affect accrued rights or obligations. Parties shall return confidential information and settle outstanding payments within sixty (60) days of termination.

13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflicts of law principles. The Parties consent to the exclusive jurisdiction and venue of the state or federal courts located in _____ County, _____.

14. DISPUTE RESOLUTION

The Parties agree to attempt in good faith to resolve disputes arising under this Agreement through negotiation. If unresolved, disputes shall be submitted to mediation or binding arbitration as mutually agreed.

15. SEVERABILITY

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision reflecting the Parties' intent.

16. ENTIRE AGREEMENT

This Agreement, including any schedules and exhibits, constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings related to the subject matter.

17. AMENDMENTS

No amendment or modification shall be effective unless in writing and signed by authorized representatives of all Parties.

18. NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic means with confirmation, to the addresses set forth herein or as updated by notice.

19. WAIVER

Failure or delay by any Party to enforce any right or provision shall not constitute a waiver thereof or of any other rights.

20. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which constitute one agreement. Electronic signatures shall have the same legal effect as originals.

PARTY A AUTHORIZED SIGNATURE

PARTY B AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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