Consortium Agreement

For partners in an EU-funded collaborative project (e.g. Horizon Europe)

Novos Ventures · novosventures.com · hello@novosventures.com

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This Consortium Agreement is made on [date] between the organisations listed in Schedule 1 (each a "Party"), for the project [project acronym and title] (the "Project"), submitted under [programme and call identifier] and funded under Grant Agreement No. [number] (the "Grant Agreement") with [the European Commission / the granting authority].

The Parties have agreed that [Coordinator legal name] will act as coordinator (the "Coordinator").

[Many EU programmes recommend or require a consortium agreement based on an established model such as DESCA. The parties should check the call requirements and may prefer to use that model in full.]

1. Purpose and order of precedence

1.1 This agreement sets out the Parties' rights and obligations in carrying out the Project, in addition to the Grant Agreement. If there is a conflict, the Grant Agreement prevails.

1.2 It enters into force on the date above (with effect from the start date of the Project) and continues until all obligations under the Grant Agreement have been met, unless ended earlier under clause 9.

2. Responsibilities

2.1 Each Party will carry out the work assigned to it in the Grant Agreement (the "Description of the Action") properly and on time, and inform the other Parties promptly of any delay or problem.

2.2 Each Party is responsible for its own reporting, costs eligibility, record keeping and audits, and for complying with ethics, data protection and research integrity requirements.

3. Governance

3.1 General Assembly: one representative per Party; the ultimate decision-making body. It decides on changes to the Description of the Action, budget transfers between Parties, entry or exit of Parties, declaring a Party in default, and termination of the Project.

3.2 Decisions require a quorum of [two-thirds] of the Parties. Major decisions (entry or exit of a Party, default, termination, changes affecting the budget or another Party's work) need [two-thirds / unanimous] approval; other decisions need a simple majority. A Party may veto a decision that materially affects its work, budget or intellectual property.

3.3 [Executive Board / Management Team: [composition and role].]

3.4 Coordinator: the sole intermediary with the granting authority; submits reports and deliverables, receives and distributes payments, and monitors progress. The Coordinator has no authority to act for the other Parties beyond the Grant Agreement and this agreement.

4. Financial provisions

4.1 Each Party's share of the EU funding is as set out in the Grant Agreement budget. The Coordinator will transfer each Party's share of each payment within [__] days of receipt, without deductions other than as agreed.

4.2 Each Party bears its own costs not covered by the funding. Any amount a Party must repay to the granting authority is that Party's responsibility.

5. Intellectual property

5.1 Background: each Party keeps ownership of its existing knowledge and IP ("Background"). Each Party lists in Schedule 2 the Background it makes available, and any excluded Background.

5.2 Results: results generated in the Project belong to the Party that generated them. Results generated jointly are jointly owned, under a joint ownership agreement to be agreed; until then, each joint owner may use them for non-commercial research without consent, and for commercial use with [fair and reasonable compensation / notice].

5.3 Access rights: each Party grants the others access to its Background and Results where needed to carry out the Project, royalty-free. Access needed to exploit a Party's own Results is granted on fair and reasonable conditions, if requested within [__] months after the end of the Project.

6. Dissemination

6.1 A Party wishing to publish Project results must give the other Parties at least [__] days' notice. Another Party may object within [__] days if the publication would harm its legitimate interests, including its IP or confidential information, and the Parties will agree reasonable changes or a delay.

6.2 All dissemination must acknowledge EU funding as required by the Grant Agreement.

7. Confidentiality

7.1 Confidential information exchanged in the Project is kept confidential and used only for the Project during the Project and for [__] years after it ends.

8. Liability

8.1 No Party is liable to another for indirect or consequential loss, loss of profit or loss of contracts, except in cases of wilful misconduct or gross negligence.

8.2 Each Party's total liability to the other Parties is limited to its share of the total EU funding for the Project, except in cases of wilful misconduct or gross negligence.

8.3 Each Party is solely liable for claims by third parties arising from its own work.

9. Default and withdrawal

9.1 If a Party is in breach of its obligations, the Coordinator gives written notice requiring the breach to be remedied within [__] days. If not remedied, the General Assembly may declare the Party in default and decide on its exclusion, the transfer of its tasks, and any consequences.

9.2 A Party leaving the Project keeps its obligations on confidentiality, access rights already granted, and liability for work performed. It must hand over deliverables and information needed for the Project to continue.

10. Disputes and law

10.1 The Parties will try to resolve disputes amicably, including by mediation. Failing that, disputes are resolved by [the courts of [country] / arbitration under [rules]]. This agreement is governed by the laws of [Belgium / Ireland / other agreed jurisdiction].

11. General

11.1 This agreement may only be amended in writing signed by all Parties. It may be signed electronically and in counterparts. It does not create a partnership or joint venture. No Party may assign its rights without the consent of the other Parties.

Schedule 1 - List of Parties: [legal name, country, PIC number, authorised representative].

Schedule 2 - Background included and excluded: [per Party].

Schedule 3 - Governance contacts: [per Party].

Signed for and on behalf of
[Coordinator legal name]

Signature: _____
Name: _____
Title: _____
Date: _____

Signed for and on behalf of
[Party 2 legal name]

Signature: _____
Name: _____
Title: _____
Date: _____

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Signed for and on behalf of
[Party 3 legal name]

Signature: _____
Name: _____
Title: _____
Date: _____

Signed for and on behalf of
[Party 4 legal name]

Signature: _____
Name: _____
Title: _____
Date: _____

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