

CONSORTIUM AGREEMENT

Location: _____

Effective Date: _____

Parties:

This Consortium Agreement (the "Agreement") is entered into by and between the following parties, collectively referred to as the "Consortium Members":

Consortium Member Name	Address	Contact Information

Recitals:

WHEREAS, the Consortium Members desire to collaborate in a joint venture for the purpose of undertaking certain projects and sharing resources and responsibilities; and WHEREAS, the Consortium Members wish to set forth the terms and conditions of their cooperation in this Agreement.

1. Formation and Purpose

The Consortium Members hereby form a consortium pursuant to this Agreement to collaborate on mutually agreed projects. The purpose of this Consortium is to combine resources, expertise, and efforts to achieve common goals while maintaining the separate legal existence of each member.

2. Duration

This Agreement shall commence on the Effective Date and shall continue until terminated pursuant to the provisions herein.

3. Consortium Management

The Consortium shall be managed by a Steering Committee consisting of one representative from each Consortium Member. Decisions shall be made by majority vote unless otherwise agreed.

4. Contributions and Responsibilities

Each Consortium Member shall contribute resources, personnel, and funding as agreed in writing. Responsibilities shall be allocated according to schedules and task assignments documented by the Steering Committee.

5. Financial Matters

The Consortium Members shall share costs, expenses, and revenues in proportion to their agreed contributions. Separate accounts and records shall be maintained and subject to audit by all members.

6. Intellectual Property

All intellectual property developed jointly shall be owned jointly by the Consortium Members, unless otherwise agreed in writing. Pre-existing intellectual property remains the property of the respective member.

7. Confidentiality

Each Consortium Member agrees to maintain confidentiality of proprietary information received during the term of this Agreement and not to disclose it to any third party without prior written consent, except as required by law.

8. Liability and Indemnification

None of the Consortium Members shall be liable for the acts or omissions of the others. Each member agrees to indemnify and hold harmless the other members from any claims arising out of its own actions or negligence.

9. Termination

Any Consortium Member may withdraw from the Consortium upon 60 days' written notice to the other members. The Consortium may be terminated by unanimous written agreement of all members.

10. Dispute Resolution

Any dispute arising under this Agreement shall first be resolved by good faith negotiation between the Consortium Members. If unresolved, disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of law principles.

12. Notices

Notices under this Agreement shall be in writing and sent by hand delivery, nationally recognized overnight courier, certified mail, or electronic means with confirmation of receipt, to the addresses (or emails) set forth below or as updated by written notice.

13. Amendments

This Agreement may only be amended or modified by a written document signed by all Consortium Members.

14. Entire Agreement

This Agreement constitutes the entire agreement among the Consortium Members with respect to the subject matter hereof and supersedes all prior discussions, agreements, or understandings.

15. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

16. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. No Partnership or Agency

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the Consortium Members.

18. Compliance with Laws

Each Consortium Member agrees to comply with all applicable laws, regulations, and ordinances in performing its obligations under this Agreement.

19. Assignment

No Consortium Member may assign or transfer its rights or obligations under this Agreement without prior written consent of the other members.

20. Signatures

The undersigned, being duly authorized representatives of the respective Consortium Members, have executed this Agreement as of the Effective Date.

CONSORTIUM MEMBER 1 SIGNATURE

CONSORTIUM MEMBER 2 SIGNATURE

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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