Consortium Agreement

- "Agreement" -

between

XYZ GmbH
address
being represented by its Managing Director having sole power of representation
Mr./Miss.
- ""-

and

- **"Contractor"** -

xyz GmbH and Contractor hereinafter referred to as the -**"Parties"**-

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Formation of the Consortium
- Objectives
- Name
- Seat
- Project Manager

Scope of Supplies and Services
- Allocation of Supplies and Services ("Work")
- Completeness
- Changes

Operation of the Consortium
- Majority
- Form
- Records
- Obligation to Attend
- Calling of Meetings

Rights and Obligations of the Project Manager
- Duties
- Exclusion of Authority to Represent
- Duty to Inform
- Project Manager's Fee
- Reimbursement of Expenditures

Principles of Cooperation
- Joint and Several Liability
- Exclusivity
- Loyalty Obligation
- Duty to Inform
- Resolution of Customer Claims by Non-Responsible Parties
- Reimbursement of Expenditures
- Meetings with the Customer or Third Parties
- Subcontracting

Liability and Warranty
- Liability Arising from Customer's Claims
- Liability Arising from Third-party Claims
- Liability of the Parties with respect to Each Other
- Responsibility and Liability of Multiple Parties
- Liability of the Project Manager
- Recognition of Claims and Indemnification
- Exclusion of Further Claims

Insurance

Preparing the Offer, Performing the Contract
- Responsibilities
- Duty to Provide Information
- Duty to Check Technical Data and Drawings
- Costs
- Time Schedule

Invoicing and Payments
- Invoicing
- Payment Claims
- Misdirected Payments
- Charges

Financing, Security, Taxes
- Financing
- Security
- Tax Obligations
- Value-added Tax
- Taxation of the Consortium

Confidential Information, Joint Inventions
- Confidentiality
- Period
- Publications
- Joint Inventions

Duration of the Agreement
- Effective Date
- Expulsion of a Party
- Winding-up
- Termination
- Amicable Settlement
- Arbitration
- Seat of Arbitration
- Language of Proceedings
- Substantiation of the Arbitral Award

Governing Law

General
- Written Form
- Set-off, Assignment
- Profits and Losses
- Partial Invalidity, Omissions
- Language
- No Agency or Joint Venture
- Waivers
- Entire Agreement

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