

Consortia Contract

between

Please fill in name of organisation

Hereinafter referred to as "**abbreviation for the organisation or consortia member**" and represented by its (title of relevant person)

Address/contact details:

Please fill in address/contact details

Please fill in name of organisation

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Hereinafter referred to as "**abbreviation for the organisation or consortia member**" and represented by its (title of relevant person)

Address/contact details:

Please fill in address/contact details

and

CBM Christoffel-Blindenmission Christian Blind Mission e.V.

Hereinafter referred to as "**CBM or consortia manager**" and represented by
its Executive Management Board

Address/contact details:

Stubenwald-Allee 5, 64625 Bensheim
Germany

1. Introduction of the Parties:

CBM

CBM is an international disability inclusive development organisation, committed to improving the quality of life of people with disabilities in the poorest communities of the world. With over 115 years of experience, CBM is considered as one of the world's oldest organisations working in this field.

(Short name of organisation 1):

Please replace this text by giving a short abstract about the organisation's vision, mission and type of organisation.

(Short name of organisation 2):

Please replace this text by giving a short abstract about the organisation's vision, mission and type of organisation.

(Short name of organisation 3):

Please replace this text by giving a short abstract about the organisation's vision, mission and type of organisation.

2. Principles of the Consortia

2.1 By signing this Consortia Contract, (insert abbreviation of organisation) and CBM strive to work together in good faith and in a spirit of collaboration, mutual knowledge transfer and learning, with the overall aim to improve the quality of life of the world's poorest persons with disabilities and those at risk of disability and their communities.

2.2 The collaboration between (insert abbreviation of name of organisation) and CBM is based on the following guiding principles:

- **We are committed to mutual transparency and openness**, which builds up trust and credibility based on competence, reliability, similar underlying values and common interests. We both commit to actively promote frequent open, honest and respectful communication about our joint activities.
- **We agree on clearly defined roles and responsibilities and on mutual accountability** by committing to holding each other accountable for all areas of the collaboration; be it professional, financial, managerial or otherwise.
- **We agree to achieve mutual benefit** through the final proposal that will benefit everyone.
- **We seek strong relationships with each other** recognising the need for committing time and resources to build the proposal.

- **We are committed to the realisation of human rights** and respect and seek to realise every person's full potential and their legitimate position in the family, community and society.
- **We promote gender equality** by recognizing that every human being has equal rights to the opportunities, resources, responsibilities and goods enjoyed by the rest of the community. These should be enjoyed by all irrespective of gender, ethnicity, colour, creed, national origin, marital status, sexual orientation, religion, age, disability or other legally-protected status.
- **We aim to protect children and other vulnerable persons and their rights** so that they are protected from neglect and physical, emotional and sexual abuse.

3. Purpose of this Contract:

The purpose of this consortia contract is to define the scope of the collaboration between and among the consortia members for the successful delivery of the [Insert donor name] funded [insert Award number and title including country]. This contract complements the bilateral agreement ("Standard Project Contract") between CBM and the respective sub-awardee/co-applicant partner.

4. Consortia governance and collaboration

4.1. Specific Areas of Cooperation

4.1.1 CBM, as the Prime Applicant, works as the Consortia Lead. The other sub-awardees work as the consortia members.

4.1.2 All consortium members commit to collaborative efforts to ensure the successful completion of project deliverables. Compliance with the pre-established distribution of tasks among members is expected. Should a particular task or deliverable be primarily managed by one consortium member, with support from others, it is imperative that each member contributes high-quality, timely input to the lead of the activity or deliverable.

4.1.3 A table outlining the specific roles and allocation of tasks/deliverables among members will be appended to this contract, provided such a table is available.

4.1.4 The parties agree to respect the rights to the ownership of pre-existing Intellectual Property that they each may have created and that may be used as part of this project. Any future contract will reflect the fact that any rights and ownership will remain the property of the respective parties, its' use in this project notwithstanding. The parties undertake to negotiate in good faith the contractual provisions in any future contract regarding the rights and ownership of Intellectual Property that it may develop as part of this project.

4.1.5 The parties will comply with their local rules, regulations and in addition, respect each other's organisational policies.

4.2 Consortia Steering Committee

The project governance may be complemented by a Project Steering Committee (PSC) with a maximum of two representatives from each consortia member. The primary objectives of the PSC are to ensure smooth coordination and communications among consortia members, to monitor the project progress as per the agreed workplan and to provide necessary guidance on project risks management. A separate Terms of Reference (TOR) for the PSC must be agreed in the first PSC meeting. Should the donor provide specific guidance on PSC formation, the donor guidance prevails.

4.3 Indirect costs

In line with the donor guidelines regarding the Indirect Cost, CBM and each consortium member have reached a bilateral agreement which was guided by several factors including, the member's specific role in project implementation, its level of financial contribution towards the donor's co-funding requirement, and an evaluation of any additional risk factors. Every member complies with the agreed budget and donor guidelines on budget. Inquiries concerning the budget should only be directed to CBM for resolution.

5. Confidentiality

5.1 The parties agree that they will not, without prior written consent, disclose, or allow anyone else to use or disclose, any information provided by any other Party in relation to the execution of the project, or operational affairs of other party which may reasonably be assumed to be confidential (**'Confidential Information'**) or which is explicitly labelled as such. By way of illustration, but not limitation, Confidential Information includes processes, formulas, data, know-how, business plans, financial information, inventions, improvements, techniques, marketing plans, product plans, strategies, forecasts, donor or professional lists, or beneficiary information, fundraising tools, cost and pricing data, proposal strategies and personnel proposed.

5.2 These restrictions will not apply to information which:

- 5.2.1. has come into the public domain otherwise than through unauthorised disclosure;
- 5.2.2. was independently disclosed to that party by a third party entitled to disclose it;
- 5.2.3. Is developed by a party without dependence directly or indirectly on the Confidential Information;
- 5.2.4. Is required to be disclosed under any applicable law or by court order, provided the disclosing party notifies the party whose information the law or order relates to, before disclosure wherever possible.

5.3 Upon request, each Party shall return to each other Party any and all Confidential Information belonging to such Party in written or other tangible

form that it has received or compiled and that is within its possession or control.

6. Termination

6.1 This contract will terminate upon the first to occur of any of the following events:

6.1.1. The donor changes the requirements/conditions of the expected Grant materially to the extent that the parties reasonably determine that it is in the mutual best interests to terminate this Agreement;

6.1.2. The insolvency, bankruptcy, reorganisation under the bankruptcy laws, or assignment for the benefit of creditors of the prime applicant;

6.1.3. All parties agree in writing to terminate this Agreement;

6.1.4. Completion or termination of a Project Grant Contract by the parties for the project described in Clause 4; or

6.1.5. After written notice of a party, if another party or parties materially breaches this contract and (if curable) the breaching party has not cured the breach within a time frame determined by the notifying party. The timeframe shall be a minimum of 5 working days of receiving written notice of such breach – except that the breaching party refuses or is unable to cure the breach by its own declaration, in which case the termination shall become valid immediately after such declaration of the breaching party.

6.2 6.2. All provisions of this contract which are by their nature intended to survive the expiration or termination of this Agreement will survive such expiration or termination.

7. Communication

CBM, as the Prime Applicant, will manage and maintain the donor communications, particularly, any issues related to project contract, budget and financial management. CBM will share regular updates with the consortium members. CBM's assigned Programme Manager will be the point of communications for day-to-day project operation, as well as for contractual matters, unless otherwise, informed by CBM.

All consortia members will make reasonable efforts to inform CBM as early as possible about any matters that could potentially negatively impact on the successful project execution.

8. Dispute Resolution

8.1. CBM, as the Consortia lead, will make a final decision for the benefit of the project, where consensus among consortia members is unable to be achieved within a reasonable timeframe.

- 8.2 Where a dispute between the parties still exists, they shall take all reasonable steps to resolve it by negotiation between the senior representatives of the parties in question together with or through CBM.
- 8.3. If the matter remains unresolved after the action at 8.2 has been completed. The parties agree to undertake a process of independent mediation. Unless otherwise agreed in writing, the costs of any mediation carried out pursuant to this clause shall be equally divided and paid by the disputing Parties.

9. Notice

Any notices shall be in writing and shall either be delivered personally, sent by post (if operative) or courier to the address stated in this contract or to such other address as may be supplied by the parties or emailed (provided a confirmation is sent by post (if operative) or courier by the end of the next Business Day)

10. Miscellaneous

No term of this contract shall be enforceable by a third party.

11. Validity of the contract

In signing this contract, we agree to adhere to the afore-mentioned principles and to establish a working collaboration. This contract shall enter into force on the date of signature by all Parties, or if not signed simultaneously. In the event, one of the consortia members departs the consortia, the contract remains valid and in full effect for other members.

12. Variation

In the event, one consortia member departs the consortia, or a new member joins the consortia, an amendment of the signatories may be appended to this contract.

For any further purpose, alterations of or supplements to this contract shall be laid down in written form signed by the parties. This requirement of written form cannot be waived by a verbal declaration only.

13. Severability Clause

Should any provision of this contract be or become void, the validity of the other provisions will not be affected thereby. The void provision shall be replaced by the legally admissible provision which most effectively serves the desired economic purpose of the void provision. The same shall apply in the event of a gap in the implementation procedures.

Signatures:

For the Consortia member name:
(authorised signatory)

For the Consortia member name:
(authorised signatory)

Name of signatory Consortia member
Function of signatory

Name of signatory Consortia member
Function of signatory

For the Consortia member name:
(second signatory, optional)

For the Consortia member name:
(second signatory, optional)

Name of second signatory Consortia member
Function of 2nd signatory

Name of second signatory Consortia member
Function of 2nd signatory

Place, Date, Stamp

Place, Date, Stamp

For the Consortia member name:
(authorised signatory)

For CBM:
(authorised signatory)

Name of signatory Consortia member
Function of signatory

name
role

For the Consortia member
(second signatory, optional)

For CBM:
(authorised signatory)

Name of second signatory Consortia member
Function of 2nd signatory

name

role

Place, Date, Stamp

Place, Date, Stamp

