



**United States
Department of
Agriculture**

CONSORTIUM AGREEMENT TEMPLATE

This Agreement, which includes any referenced attachments, is made among the organizations listed below.

[INSERT NAME OF LEAD APPLICANT/MEMBER 1], whose registered office is at **[insert address]**; and

[INSERT NAME OF MEMBER 2], whose registered office is at **[insert address]**; and

[INSERT NAME OF MEMBER 3], whose registered office is at **[insert address]**.

These organizations will be referred to individually as a “Member” and collectively as “Members” throughout this Agreement.

- I. **Purpose.** The purpose of this Agreement is to specify the responsibilities of the Consortium Members in carrying out the Project, to identify the rights and obligations of the Members, and to complete the Project, including producing deliverables, as described in Attachment A – Work Plan.
- II. **Duration.** This Agreement shall commence on the Effective Date and continue until the completion of the Project on [INSERT DATE]. The duration of this Agreement may be extended beyond the completion date, at any time prior to that date, by written agreement of the Members.
- III. **Definitions.** The following terms are defined for this Agreement.

Confidential Information means all information that is marked as Confidential and is disclosed by one Member to the others for the purpose of completing the Project. It includes, but is not limited to, the following: ideas, financial information, marketing information, work plans, computer systems and software, products and services, records, reports, documents, papers, and any other materials that are generated through work on the Project.

Consortium means the Members collectively.

Effective Date means the date when all members have signed this Agreement.

Lead Institution means the Member who is designated in Section IV of this Agreement. This Member is authorized as the Consortium’s agent to sign agreements in the Consortium’s name and on behalf of the Project in accordance with Section IV of this Agreement.

Project means the work described in Attachment A – Work Plan.

Project Manager means the person appointed by the Lead Institution to run the day-to-day operation of the Project and report directly to the Lead Institution.

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Personnel means any employee, director, agent, contractor, or other individual engaged by a Member.

IV. **Lead Institution.** The Lead Institution for this Agreement is designated as **[INSERT NAME OF LEAD APPLICANT]**. The Lead Institution is responsible for the following:

- Taking all reasonable steps to seek and obtain the prior approval of each of the other Members before signing agreements for the benefit of the Project;
- Monitoring Project progress and notifying other Members of any concerns in meeting progress goals;
- Ensuring completion of Project tasks by assigning tasks to other Members, completing tasks with its Personnel, and/or by contracting with qualified individuals on behalf of the Consortium;
- Providing deliverables to USDA/Rural Development and other funding partners as required by any financial assistance agreements related to the Project;
- Submitting all progress, performance, and financial reports to USDA/Rural Development and other funding partners as required by any financial assistance agreements related to the Project;
- Appointing a Project Manager; and
- Managing the Project’s finances in accordance with appropriate accounting principles, applicable State and Federal laws and regulations, and any financial assistance agreements related to the Project.

V. **Project Resources.**

A. **Allocation of Funds.** The chart below lists the funds contributed to the Project.

Organization	Financial Year	Grant Amount	Other Contribution

B. **Distribution.** Funds for the Project that are received from non-Consortium organizations will be paid to the Lead Institution and then distributed to Members as needed to carry out the Project as described in Attachment A – Work Plan. When necessary, the Lead Institution will also be responsible for receiving contributions from Members to pay for Project expenses.

C. **Invoicing.** When allowable costs are incurred by Members, an invoice should be submitted to the Lead Institution as soon as they have been paid. Supporting documentation for the costs should be included with the invoice.

VI. **Responsibilities of the Members.** The Members agree to undertake the following:

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- To procure and maintain its own liability insurance, to cover the Member’s liabilities and those of its Personnel;
- To comply with and to assist the Lead Institution with compliance with all applicable laws, regulations, and financial assistance agreements related to the Project;
- To indemnify and hold harmless the other Members from and against all costs, liabilities, injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which they incur or suffer as a result of a breach of this Agreement or negligent acts or omissions or willful misconduct of the Member and/or its Personnel including without limitation any resulting liability the Consortium has to the funder or to any third Member;
- To provide appropriate facilities and services as necessary to achieve proper performance of the Member’s assigned tasks;
- To provide Personnel, as needed, to perform assigned tasks and to attend Project-related meetings;
- To complete the tasks assigned to it by the Lead Institution and any other obligations under this Agreement;
- To provide all information, such as financial records and progress reports, needed by the Project Manager and Lead Institution to fulfill the obligations incurred by this Agreement;
- To notify each of the other Members when the Member becomes aware of any significant delay in performance;
- To inform each of the other Members when a Member receives relevant communications from a third Member about the Project;
- To ensure the accuracy of any information it provides under this Agreement, to the best of the Member’s ability; and
- To avoid issuing press releases or other publicity materials relating to the Consortium and/or the Project without obtaining prior approval from the other Members.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of [INSERT NAME OF MEMBER 1]:

_____ Name

(Please Print)

_____ Title

(Please Print)

Signature

Date

Approved by an Authorized Representative of [INSERT NAME OF MEMBER 2]:

_____ Name

(Please Print)



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(Please Print) _____ Title

Signature _____ Date _____

Approved by an Authorized Representative of [INSERT NAME OF MEMBER 3]:

(Please Print) _____ Name

(Please Print) _____ Title

Signature _____ Date _____

ATTACHMENT A – WORK PLAN