# PARTIES

## Research Parties:

1. [name], Business ID XXXXX (hereinafter referred to as ”……………..”), acting as the Coordinator for the public research project defined in section 2.2 below and/or reporting to Business Finland on the implementation of cooperation in the joint action and whose principal investigator is [add name].
2. [name], Business ID XXXXX, whose principal investigator is [add name].

## Industry Parties:

(3) [name], Business ID XXXXX, whose principal investigator is [add name].

(4) [name], Business ID XXXXX whose principal investigator is [add name].

# hereinafter individually referred to as “party” or collectively as “parties”

# SCOPE AND PURPOSE OF AGREEMENT

## The subject matter of this Consortium Agreement are research and development projects co-funded by Innovaatiorahoituskeskus Business Finland (“Business Finland”) and described in more detail in section 2.2 and Appendix 1, and governed inter alia by the Business Finland Terms and Conditions (“Business Finland Funding Terms”).

## 

## The subject matter of this Consortium Agreement is the following joint action:

## [add name of the Joint Action] and abbreviation [add abbreviation] (the “Joint Action”)

## [add name of the Public research project(s)] and abbreviation(s) [add abbreviation(s)] (the “Public Research Project”)

## The Joint Action starts: [add date] and ends: [add date]

## The Public Research Project(s) starts: [add date(s)] and ends: [add date(s)]

## The Industry Parties or some of them have received their own Business Finland funding decisions and shall implement their own Business Finland funded projects in the Joint Action (the “Industry Project”). The Industry Projects shall start and end on the days given in the Industry Parties’ funding decisions.

## 

## The Joint Action consists of the above mentioned parallel Public Research Project(s) and Industry Projects.

## 

## The General Terms and Conditions (“Consortium Agreement Terms”) provided as Appendix 2 to this Consortium Agreement shall be applied to this Consortium Agreement.

## The Business Finland General Terms and Conditions for Public Research Funding (Appendix 1) govern the Research Parties’ funding decisions and shall be applied to this Consortium Agreement with respect to the Public Research Project only.

## The Business Finland Funding terms and conditions for companies’ R&D projects (Appendix 1) govern the Industry Parties’ funding decisions and shall be applied to this Consortium Agreement with respect to the Industry Projects only.

## In case of discrepancies between the text of this Consortium agreement and its Appendices, the order of priority shall be as follows:

1) The Business Finland funding decision(s) in force at the time and the Business Finland Funding Terms appended thereto, a cost estimate, the Joint Action plan and funding application with appendices in the order of priority set forth in the Business Finland Funding Terms

2) this agreement document

3) Consortium Agreement Terms

4) Other appendices to this Consortium Agreement in an ascending numerical order

## The total budget of the Public Research Project is [XXXX] euros. Business Finland, the Research Parties, and the Industry Parties set out in the table below shall participate in the funding of the Public Research Project as follows (excluding Value Added Tax):

|  |  |
| --- | --- |
|  | **Funding contributions (in euro)** |
| Business Finland |  |
| Research Party 1 |  |
| Research Party 2 |  |
| Industry Party |  |
| Industry Party |  |
| Industry Party |  |
| Industry Party |  |

## ………….. will charge the Industry Parties’ funding shares in the following instalments:

|  |  |  |
| --- | --- | --- |
|  | **Instalment (euros)** | **Date of billing** |
| Industry Party |  |  |
| Industry Party |  |  |
| Industry Party |  |  |
| Industry Party |  |  |
| Industry Party |  |  |
| Industry Party |  |  |
| Industry Party |  |  |

## .......................... will charge the Industry Parties’ funding shares in the following instalments:

|  |  |  |
| --- | --- | --- |
|  | **Instalment (euros)** | **Date of billing** |
| Industry Party |  |  |
| Industry Party |  |  |
| Industry Party |  |  |
| Industry Party |  |  |
| Industry Party |  |  |
| Industry Party |  |  |
| Industry Party |  |  |

## Any value added tax applicable is added to the sums

## The invoicing information of the Industry Parties are as follows:

# APPENDICES

**Appendix 1** The Joint Action plan in force

**Appendix 2** Consortium Agreement Terms

**Appendix 3** The Business Finland funding decision(s) and the applicable Business Finland Funding Terms.

**Appendix 4** Confidentiality undertaking of the expert member and/or the representative of the utilizing organisation (not a Party) of the steering group

This Consortium Agreement is executed in one (1) original kept by the Coordinator and the other Parties receive electronic copies of the original executed Consortium Agreement.

**SIGNATURES**

**[Party 1]**

Place and date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_.\_\_20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name in print

Position

**[Party 2]**

Place and date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_.\_\_20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name in print Name in print Position Position

**[Party 3]**

Place and date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_.\_\_20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name in print Name in print

Position Position

**[Party 4]**

Place and date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_.\_\_20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name in print Name in print

Position Position

## ACCESSION DOCUMENT [sample]

Upon its signature of this Accession Document [Name and business ID of new Party] becomes a Party of the Consortium Agreement made regarding the Joint Action [name of the Joint Action] signed on [date of signing Consortium Agreement]

Upon its signature of this Accession Document [name of new Party] agrees to the terms and conditions of the Consortium Agreement as of the accession date specified above and, if applicable, to finance the Public research project and to pay the funding for the Public research project in accordance with the following payment schedule:

To the [Name of the Beneficiary]

:

|  |  |
| --- | --- |
| **Instalment** | **Date of billing** |
|  |  |
|  |  |
|  |  |
|  |  |

To...........................................

|  |  |
| --- | --- |
| **Instalment** | **Date of billing** |
|  |  |
|  |  |
|  |  |
|  |  |

Any value-added tax applicable is added to the sums

This Accession Document has been made in two (2) copies of identical wording, one for each Party

**Signatures:**

[Name of new Party]

Place and date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_.\_\_20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name in print Name in print

Position Position

[Name of the Beneficiary]

Place and date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_.\_\_20\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name in print

Position