Agreement on International Consortium

*(Example)*

This agreement (hereinafter referred to as “this Agreement”) is made and executed to establish an International Consortium (hereinafter referred to as “this Consortium”) and utilize the Financing Programme for the Demonstration project for application of new decarbonizing technology.

Title of the project: ＿＿＿＿＿＿＿ (hereinafter referred to as “the Project”)

Article 1 (Appellation)

The International Consortium established based on this Agreement shall be named ＿＿＿＿＿＿＿ project consortium.

Article 2 (Locations and names of participants)

This Consortium shall be consisted of a Japanese participant(s), and foreign participant(s) as follows.

1. Participant name
Address (Japan)
2. Participant name
Address (Partner Country)
3. Participant name
Address (Partner Country)

Article 3 (Representative participant and partner participant(s))

The representative of this Consortium shall be a Japanese participant, and \_\_\_\_\_\_\_\_\_\_\_ is hereby appointed. The other participants shall be partner participant(s).

Article 4 (Liabilities and authorities of the Representative participant)

The Representative participant of this Consortium shall apply for the Project. Regarding implementation of the Project, the Representative participant shall be liable for all the operational management, including, but not limited to accounting, final examination of completion of the Project. The Representative participant shall apply and receive the financial support facilitated by the Japanese government and administer the property belonging to this Consortium.

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Article 5 (Joint liabilities of participants)

1. Each participant of this Consortium shall strive for progress in its assignments and is jointly liable for implementation of the Project.

2. Each participant of this Consortium is also jointly liable for the following obligations listed as below:

(1) To cooperate with the Representative participant in effective implementation of the project and diffusion of the achievements through the Project.

 (2) To manage the facilities and equipment introduced by the Project (hereinafter referred to as “Facilities”) with due care as a vigilant manager within their legal durable years as stipulated by the Japanese law in order to realize their efficient operation in accordance with the purpose of the financial support even after the completion of the Project.

(3) To provide information about operating status and management of Facilities, effects of the Facilities in reduction of CO2 emission and other information that are necessary to verify project results, when requested by Ministry of Environment, Japan (hereinafter referred to as “MOEJ“) (including private entities which is consigned by MOEJ) or Global Environment Centre Foundation (hereinafter referred to as “GEC”).

(4) To obtain approval of GEC as to a replacement of a constituent member and to make such replacing member to fulfill the above obligations from (1) to (3),

Article 6 (Implementation organization of this Consortium)

Implementation organization based on this Agreement shall be as referred to in the Appendix.

Article 7 (Effective period of this Agreement)

1. This Agreement comes into effect on ●● of \_\_, 20YY and expires at the end of Japanese fiscal year (March) during which the longest legal durable years of the Facilities, as stipulated in the Japanese law, have elapsed.

2. The effective period of this Agreement set forth in the preceding paragraph can be extended based on an agreement between the Representative participant and the partner participant(s).

Article 8 (Management committee)

This Consortium shall organize management committee consisting of all the participants to manage the Project.

Article 9 (Project supervisor)

In this Consortium, the Representative participant shall serve as the project supervisor and as the authority overseeing and supervising the Project.

Article 10 (Persons in charge and engaged persons)

Representatives of the participants of this Consortium shall appoint a responsible person and/or persons in charge to engage in the Project under the Representative Participant.

Article 11 (Liability of participant)

In the event that a participant of this Consortium causes damage to the other participants or a third party due to their fault related to implementation of the participant’s scope of the Project, the participant who caused the damage is liable.

Article 12 (Restriction of transferring rights and obligations)

All or part of the rights and obligations of this Agreement shall not be transferred or succeeded to a third party.

Article 13 (Confidentiality)

This Agreement is based on mutual consent among the participants of the Project and shall not be disclosed to any third parties.

Article 14 (Measures for bankruptcy and dissolution of participant during the Project)

If any of the participants goes bankrupt or is dissolved, the remaining participant shall jointly complete the scope originally assigned to the participant that goes bankrupt or is dissolved.

Article 15 (Defect liability after dissolution)

Even if any defect is found in the Project after the dissolution of this Consortium, each participant of this Consortium shall be jointly liable for the defect.

Article 16 (Matters not provided for in this Agreement)

Matters not provided for in this Agreement shall be determined by the Management Committee.

Article 17 (Ways to settle dispute and/or doubt)

If there is any dispute and/or doubt in the interpretation of this Agreement, the Representative Participant and the partner participant(s) shall consult with each other and attempt to settle the matter amicably.

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In witness whereof, this Agreement has been made in \_\_\_\_\_\_ (\_) originals and one copy and each participant shall place its signature and seal respectively thereon and retain the original. The copy shall be submitted to GEC together with the Financing Programme application form.

Date ●● of , 20YY

Representative participant:

 (Signature)

Name:

Title:

(Name of the Representative participant)

Partner participant(s):

 (Signature)

Name:

Title:

(Name of the Partner participant)

 (Signature)

Name:

Title:

(Name of the Partner participant)

Appendix: Implementation organization

**Representative Participant (Company A)**

**Japanese Company**

**Responsible Manager：Head of \*\* department**

**Role：Project Administration**

**Report to GEC/MOEJ**

**(Company C)**

**Equipment Supplier**

**International Consortium**

**Order**

**Construction**

**Partner Participant (Company B)**

**Responsible Manager ：Head of \*\* department**

**Role : Facility Installation, Plant Operation,
Administration and Monitoring**

**Joint Implementation**

**Local Entity (Company D)**

**Contractor**

**Order**

**Supply**

**（E社）**

**施工会社**

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