Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_201[]

(1) **[INSERT NAME]**

(2) **[INSERT NAME]**

(3) **[INSERT NAME]**

(4) **[INSERT NAME]**

(5) **[INSERT NAME]**

**MODEL**

**VARIATION AGREEMENT FOR CONSORTIUM AGREEMENTS**

**THIS AGREEMENT** dated […………………………………..] 201[] is made **BETWEEN:**

1. **[INSERT NAME]**, whose administrative offices are at [insert address] (**AAA**)
2. **[INSERT NAME]**, whose administrative offices are at [insert address] (**BBB**)
3. **[INSERT NAME] [LIMITED] OR [PLC]**, [a company registered in [England] under company number [insert number], whose registered office is at [insert address of registered office] **OR** [insert status of the Collaborator, e.g. NHS Trust] of [insert address of principal office] (**XXX**)
4. **[INSERT NAME] [LIMITED] OR [PLC]**, [a company registered in [England] under company number [insert number], whose registered office is at [insert address of registered office] **OR** [insert status of the Collaborator, e.g. NHS Trust] of [insert address of principal office] (**ZZZ**)

**(5) [INSERT NAME] [LIMITED] OR [PLC]**, [a company registered in [England] under company number [insert number], whose registered office is at [insert address of registered office] **OR** [insert status of the Collaborator, e.g. NHS Trust] of [insert address of principal office] **OR [INSERT NAME]** whose administrative offices are at [insert address] (**the New Party**)

**BACKGROUND**

1. The Existing Parties are collaborating on a research project entitled "[insert name of project]" under a Consortium Agreement dated [insert date] (**the Consortium Agreement**).
2. The New Party wishes to participate in the Project and it and the Existing Parties have agreed that it will do so on the terms of the Consortium Agreement as amended by this Agreement.

1. DEFINITIONS AND INTERPRETATION
	1. In this Agreement the following expressions have the meaning set opposite:

**the Existing Parties:** AAA, BBB, XXX and ZZZ; and

**the Start Date:** [insert the date on which the New Party will start to participate in the Project].

* 1. Words and phrases defined in the Consortium Agreement and not defined in this Agreement have the meaning given to them in the Consortium Agreement when they are used in this Agreement.
	2. The rules of interpretation set out in the Consortium Agreement will apply to this Agreement as if those rules were set out in full in this Agreement.
	3. If there is any conflict between the terms of this Agreement and the terms of the Consortium Agreement, the terms of this Agreement will prevail to the extent necessary to resolve that conflict or inconsistency.
	4. [If there is any conflict between the terms of this Agreement and the Funding Conditions, the terms of this Agreement will prevail in relation to the arrangements as between the Parties, but it will not affect the Parties' respective obligations to the Funding Body under the Funding Conditions.]
	5. As from the Start Date references to the Parties or a Party in the Consortium Agreement will include the New Party.
1. THE PROJECT
	1. In consideration of each of the Existing Parties agreeing to pay the New Party the sum of £1, the New Party agrees to participate in the Project on the terms of the Consortium Agreement as amended by this Agreement.
	2. The New Party’s participation in the Project will begin on the Start Date. As from that date the New Party will comply with the terms of the Consortium Agreement (as varied by this Agreement) [and the Funding Conditions] and will have the benefit of the Consortium Agreement (as varied by this Agreement) as if it had been a party to the Consortium Agreement from the Commencement Date.
	3. As from the Start Date, Schedule 2 attached to this Agreement will be Schedule 2 for the purposes of the Consortium Agreement.
	4. The New Party’s Key Personnel are [insert details] and [insert details].

2.5 [Insert any changes which need to be made to clause 2 of the Consortium Agreement]

1. **FINANCIAL CONTRIBUTION[, EXTERNAL FUNDING] [AND PAYMENT PLAN]**

3.1 As from the Start Date, the Financial Contribution of each of the Existing Parties and of the New Party will be as set out in Schedule 1 to this Agreement.

3.2 [As from the Start Date, Schedule 10 attached to this Agreement will be the Payment Plan for the purposes of the Consortium Agreement.]

3.3 [As from the Start Date, Schedule 8 attached to this Agreement will be the Exploitation Plan for the purposes of the Consortium Agreement.]

3.4 [Insert any other changes which need to be made to clause 3 of the Consortium Agreement]

**4.** **USE AND EXPLOITATION OF INTELLECTUAL PROPERTY RIGHTS**

 4.1 Clause 4 of the Consortium Agreement will apply to the New Party as though it were [an Academic] OR [Commercial] Party.

4.2 [Insert any other changes which need to be made to clause 4 of the Consortium Agreement]

**5.** **ACADEMIC PUBLICATION AND IMPACT**

5.1 Clause 5 of the Consortium Agreement will apply to the New Party as though it were an Academic Party.

OR

Clause 5 of the Consortium Agreement will not apply to the New Party.

5.2 [Insert any changes which need to be made to clause 5 of the Consortium Agreement]

**6.** **CONFIDENTIALITY**

6.1 Clause 6 of the Consortium Agreement will apply to the New Party as though it were an Academic Party.

OR

Clause 6 of the Consortium Agreement will apply to the New Party as though it were a Commercial Party.

6.2 [Insert any changes which need to be made to clause 6 of the Consortium Agreement]

**7.** **LIMITATION OF** **LIABILITY**

[Insert any changes which need to be made to clause 7 of the Consortium Agreement]

**8.** **FORCE MAJEURE**

[Insert any changes which need to be made to clause 8 of the Consortium Agreement]

**9.** **TERMINATION, WITHDRAWAL AND NEW PARTIES**

[Insert any changes which need to be made to clause 9 of the Consortium Agreement]

**10.** **GENERAL**

10.1The New Party’s representative for the receipt of notices is, until changed by notice given in accordance with clause 10.1 of the Consortium Agreement, as follows:

|  |
| --- |
| Name: |
| Address: |

10.2 The officer of the New Party for the purposes of clause 10.11 of the Consortium Agreement is [insert officer].

10.3[Insert any other changes which need to be made to clause 10 of the Consortium Agreement]

10.4 The Consortium Agreement, as varied by this Agreement, will remain in full force and effect.

10.5 This Agreement may be executed in any number of counterparts. Once it has been executed and each Party has executed at least one counterpart, each counterpart will constitute a duplicate original copy of this Agreement. All the counterparts together will constitute a single agreement. The transmission of an executed counterpart of this Agreement (but not just a signature page) by e-mail (such as in PDF or JPEG) will take effect as the delivery of an executed original counterpart of this Agreement. [If that method of delivery is used, each Party will provide the other Party with the original of the executed counterpart as soon as possible.]

|  |  |
| --- | --- |
| **SIGNED** on behalf of **AAA**:Name: ………………………………………Position: ………………………………………Signature: ……………………………………… | **SIGNED** on behalf of **BBB**:Name: ………………………………………Position: ………………………………………Signature: ……………………………………… |
| **SIGNED** on behalf of **XXX**:Name: ………………………………………Position: ………………………………………Signature: ……………………………………… | **SIGNED** on behalf of **ZZZ**:Name: ………………………………………Position: ………………………………………Signature: ……………………………………… |
| **SIGNED** on behalf of **the New Party**:Name: ………………………………………Position: ………………………………………Signature: ……………………………………… |  |

[Attach:

Schedule 1 – Financial Contributions

New Schedule 2 – the Project Plan

New Schedule 8 – the Exploitation Strategy

New Schedule 10– the Payment Plan]