

University of Geneva (UNIGE)

Necessary components of the consortium agreement

It will depend on what we wish to establish and the scope of the project. After the designation of the parties/members of the consortium, a possible presentation of the context in which the parties have decided to establish a consortium (preamble), it would undoubtedly be necessary to define: the purpose of the consortium, the effective date, the duration and grounds for termination of the contract, the contributions of each member, the possible financing or management of project financing, the management and governance within the consortium (decision-making), the jurisdiction and applicable law. If there is no research activity, the question of the distribution of any potential results and intellectual property rights does not arise. There will also be no publication rights to settle, nor any confidentiality obligations. A liability clause may be inserted if the occurrence of damage cannot be excluded in the performance of the contract.

Specific internal regulations

The UNIGE Directive 0069 (<https://memento.unige.ch/doc/0069>) applies to contract signing. (Note that this directive defers to UNIGE Directive 00283 regarding research collaboration agreements in particular).

In general, UNIGE wishes that the contracts it concludes be subject to Swiss law with jurisdiction in Geneva.

Timeline

The legal department can generally perform an initial review of the agreement within approximately 2 weeks. The time required to finalise a contract will depend on the number of exchanges with the partners. Please note that the legal department "only" performs a review of the contract projects submitted to them.