# 

# ANNEX V (a) - Agreement / Power of Attorney

**Model A – *AD HOC grouping***

**“Supporting Analysis of the NIS Market”**

**ENISA F-COD-20-T23**

(DESIGNATING ONE OF THE Economic operators OF THE GROUP AS LEADER

AND GIVING A MANDATE TO IT)

We the undersigned:

|  |  |
| --- | --- |
| **Signatory 1**  Group Leader (GL) |  |
| Name |  |
| Position |  |
| Economic operator’s name 1 |  |
| Registered address |  |
| VAT Number |  |

|  |  |
| --- | --- |
| **Signatory 2** |  |
| Name |  |
| Position |  |
| Economic operator’s name 2 |  |
| Registered address |  |
| VAT Number |  |

*(Please copy paste as many extra signatory boxes as needed)*

|  |  |
| --- | --- |
| **Signatory (N)** |  |
| Name |  |
| Position |  |
| Economic operator’s name N |  |
| Registered address |  |
| VAT Number |  |

Each having the legal capacity to act on behalf of his/her Economic operator,

HEREBY AGREE AS FOLLOWS:

In the case the European Union Agency for Cybersecurity (hereinafter referred to as "the Agency") awards the abovementioned contract to (« **the Group Members** »), based on the joint tender submitted by them on ……..(date) for the [supply / services / works] the subject of this contract.

1. As co-signatories of this Agreement, all the Group Members:
2. Shall be jointly and severally liable towards the Agency for the performance of the Contract.
3. Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies, Services and/or Works.
4. To this effect, the Group Members designate [name of Economic Operator] as Group Leader. *[N.B.: The Group Leader must be one of the Group Members]*
5. Payments by the Agency related to the Supplies, Services or Works shall be made through the Group Leader’s bank account.
6. The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Supplies, Services and/or Works. This mandate involves in particular the following tasks:
7. The Group Leader shall sign any contractual documents —including the Contract, Specific Agreements and Amendments thereto— and issue any invoices related to the Supplies, Services and/or Works on behalf of the Group Members.
8. The Group Leader shall act as single point of contact for the Agency in connection with the Supplies, Services and/or Works to be provided under the Contract. It shall co-ordinate the provision of the Supplies, Services and/or Works by the Group Members to the Agency, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the Agency’s express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the Agency in connection with the Supplies, Services and/or Works to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Agency’s consent.

|  |  |
| --- | --- |
| Name |  |
| Position |  |
| Economic operator’s name (GL) |  |
| Signature and Date |  |

|  |  |
| --- | --- |
| Name |  |
| Position |  |
| Economic operator’s name 1 |  |
| Signature and Date |  |

|  |  |
| --- | --- |
| Name |  |
| Position |  |
| Economic operator’s name 2 |  |
| Signature and Date |  |

*(Please copy paste as many extra signatory boxes as needed)*

|  |  |
| --- | --- |
| Name |  |
| Position |  |
| Economic operator’s name N |  |
| Signature and Date |  |

# ANNEX V (b) – Agreement / Power of Attorney

**Model B – *LEGALLY formed grouping***

**“Supporting Analysis of the NIS Market”**

**ENISA F-COD-20-T23**

**(CREATING THE GROUP AS SEPARATE LEGAL ENTITY, APPOINTING A GROUP**

**MANAGER AND GIVING A MANDATE TO HIM/HER)**

We the undersigned:

|  |  |
| --- | --- |
| **Signatory 1**  Group Manager (GM) |  |
| Name |  |
| Position |  |
| Economic operator’s name 1 |  |
| Registered address |  |
| VAT Number |  |

|  |  |
| --- | --- |
| **Signatory 2** |  |
| Name |  |
| Position |  |
| Economic operator’s name 2 |  |
| Registered address |  |
| VAT Number |  |

*(Please copy paste as many extra signatory boxes as needed)*

|  |  |
| --- | --- |
| **Signatory (N)** |  |
| Name |  |
| Position |  |
| Economic operator’s name N |  |
| Registered address |  |
| VAT Number |  |

Each having the legal capacity required to act on behalf of his/her Economic operator,

HEREBY AGREE AS FOLLOWS:

In the case the European Union Agency for Cybersecurity (hereinafter referred to as "the Agency") awards the abovementioned contract to (« **the Group Members** »), based on the joint tender submitted by them on ……..(date) for the [supply / services / works] the subject of this contract.

1. As co-signatories of this Agreement, all the Group Members:
2. Shall be jointly and severally liable towards the Agency for the performance of the Contract.
3. Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies, Services and/or Works.
4. To this effect, the Group Members have set up under the laws of …….. [country] the Group ……………………….. (« the Group »). The Group has the legal form of a .………....

[*Provide details of registration of the Group: VAT Number, Trade Register, etc.].*

1. Payments by the Agency related to the Supplies or the Services shall be made through the Group’s bank account.
2. The Group Members appoint Mr/Ms …………………..…. as **Group Manager**.
3. The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Supplies, Services and/or Works. This mandate involves in particular the following tasks:
4. The Group Manager shall sign any contractual documents —including the Contract, Specific Agreements and Amendments thereto— and issue any invoices related to the Supplies, Services and/or Works on behalf of the Group Members.
5. The Group Manager shall act as single point of contact for the Agency in connection with the Supplies, Services and/or Works to be provided under the Contract. He/she shall co-ordinate the provision of the Supplies, Services and/or Works by the Group Members to the Agency, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the Agency’s express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the Agency in connection with the Supplies, Services and/or Works to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Agency’s consent.

|  |  |
| --- | --- |
| Name |  |
| Position |  |
| Economic operator’s name (GM) |  |
| Signature and Date |  |

|  |  |
| --- | --- |
| Name |  |
| Position |  |
| Economic operator’s name 1 |  |
| Signature and Date |  |

|  |  |
| --- | --- |
| Name |  |
| Position |  |
| Economic operator’s name 2 |  |
| Signature and Date |  |

*(Please copy paste as many extra signatory boxes as needed)*

|  |  |
| --- | --- |
| Name |  |
| Position |  |
| Economic operator’s name N |  |
| Signature and Date |  |