

## Annex VIII to Invitation to Tender

GSA/OP/06/12

“Supply and installation of security equipment and related services for the GSA”

### Power of Attorney Model Form

POWER OF ATTORNEY – MODEL 1

## Agreement / Power of Attorney

(DESIGNATING ONE OF THE COMPANIES OF THE GROUP AS LEADER AND GIVING A MANDATE TO IT)

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
- .....
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

In case the Agency awards Contract .... (« the Contract ») to Company 1, Company 2, ..., Company N (« the Group Members »), based on the joint tender submitted by them on ... ..... for the supply of ..... and/or the provision of services for ... (« the Supplies and/or the Services »).

(1) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the European GNSS Agency for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(2) To this effect, the Group Members designate Company X as Group Leader. [N.B.: The Group Leader has to be one of the Group Members]

(3) Payments by the European GNSS Agency related to the Supplies or the Services shall be made through the Group Leader's bank account. [Provide details on bank, address, account number, etc.].

- (4) The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:
- (a) The Group Leader shall sign any contractual documents—including the Contract and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
  - (b) The Group Leader shall act as single point of contact for the European GNSS Agency in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European GNSS 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 and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Agency's consent.

Signed in ..... on .....  
Name  
Function  
Company

Name  
Function  
Company

Name  
Function  
Company

Name  
Function  
Company

## POWER OF ATTORNEY – MODEL 2

# Agreement / Power of Attorney

(CREATING THE GROUP AS SEPARATE ENTITY, APPOINTING A GROUP  
MANAGER AND GIVING A MANDATE TO HIM/HER)

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
- .....
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

In case the European GNSS Agency awards Contract .... (« the Contract ») to Company 1, Company 2, ..., Company N (« the Group Members »), based on the joint tender submitted by them on ... ..... for the supply of ..... and/or the provision of services for ... (« the Supplies and/or the Services »).

(1) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the European GNSS Agency for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(2) To this effect, the Group Members have set up under the laws of ..... the Group ..... (« the Group »). The Group has the legal form of a ..... [Provide details on registration of the Group: VAT Number, Trade Register, etc.].

(3) Payments by the European GNSS Agency related to the Supplies or the Services shall be made through the Group's bank account . [Provide details on bank, address, account number, etc.].

(4) The Group Members appoint Mr/Ms ..... as Group Manager.

(5) The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:

- (a) The Group Manager shall sign any contractual documents—including the Contract, and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Manager shall act as single point of contact for the European GNSS Agency in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of

the Supplies and/or the Services by the Group Members to the European GNSS 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 European GNSS Agency's express approval.

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

Signed in ..... on ..... ..

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company