**ANNEX IV: POWER OF ATTORNEY**

# 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:

1. The CEFTA Secretariat has awarded Framework Contract CEFTA 2022-05 (« **the Contract** ») to Company 1, Company 2, …, Company N (« **the Group Members** »), based on the joint offer submitted by them on …/…/… for the provision of services for … (« **the Services** »).

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

* 1. shall be jointly and severally liable towards the CEFTA Secretariat for the performance of the Contract.

* 1. shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Services.

1. 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]*

1. Payments by the CEFTA Secretariat related to the Services shall be made through the Group Leader’s bank account. [*Provide details on bank, address, account number, etc.*]

1. The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Services. This mandate involves in particular the following tasks:

* 1. The Group Leader shall sign any contractual documents — including the Framework Contract, Specific Agreements and Amendments thereto — and issue any invoices related to the Services on behalf of the Group Members.

* 1. The Group Leader shall act as single point of contact for the CEFTA Secretariat in connection with the Services to be provided under the Contract. It shall coordinate the provision of the Services by the Group Members to the CEFTA Secretariat and shall see to a proper administration of the Contract.

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

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

Signed in … on …/…/…

|  |  |  |
| --- | --- | --- |
| *Name*  *Function*  *Company* |  | *Name*  *Function*  *Company* |
| *Name*  *Function*  *Company* |  | *Name*  *Function*  *Company* |