

ASSOCIATION AGREEMENT
in order to participate to the public procurement contract awarding procedure

1. Parties of the agreement :

_____, represented by....., as.....
(business operator name, headquarters, telephone)

and

_____ represented by....., as.....
(business operator name, headquarters, telephone)

2. Scope of the agreement:

2.1 The associates have agreed to jointly carry out the following activities:

- a) participation to the public procurement procedure organized by (name of the contracting authority) for the awarding of the agreement/framework agreement (scope of the agreement/framework agreement)
- b) joint development of the public procurement agreement in the event of the joint tender being designated as the winning tender.

2.2 Activities to be carried out by each member of the association separately:

1.

2.

...

2.3 The financial/technical/professional contribution of each associate to the development of the public procurement agreement is:

1. % S.C.

2. % S.C.

2.4 The distribution of benefits or losses resulting from the joint activities carried out by the partners will be carried out proportionally to the participation share of each associate, respectively:

1. % S.C.

2. % S.C.

3. Association duration

3.1 The duration of the association established under this agreement is equal to the period of the awarding procedure and is extended accordingly with the period of developing the agreement (in the event of the association being designated as the winner of the procurement procedure).

4. Conditions for the administration and management of the association:

4.1 SC..... is empowered, having the position of leader of the association to prepare the joint tender, to sign and submit it on behalf of and for the association established by this agreement.

4.2 SC..... is empowered, having the position of leader of the association to sign the public procurement agreement on behalf of and for the association established by this agreement, in the event of the association being designated as the winner of the procurement procedure).

4.3 The Parties shall be individually and jointly liable towards the Beneficiary with regard to all responsibilities and obligations arising from or in connection with this agreement.

5. Termination of the association agreement

5.1 The association shall cease its activity as a result of the following causes:

- a) expiry of the duration for which the agreement was concluded;
- b) failure to perform or improper performance of the activities provided by art. 2 of the agreement;
- c) other causes provided by the law.

6 Communications

6.1 Any communication between the parties shall be validly fulfilled if it is made in writing and sent to the address(es)

....., provided by art.....

6.2 By mutual consent, the associates may establish other means of communication.

7 Disputes

7.1 Disputes between the parties shall be settled amicably, and in case of failure to settle them, they shall be settled by the competent court.

8. Other clauses:

This agreement was concluded in a number of.....copies, one for each party, today..... (date of signing)

Association leader:

(name)

ASSOCIATE 1,

ASSOCIATE 2,

***Note!:** This association agreement represents a guiding model and will be completed according to the specific requirements of the scope of the contract/contracts.*

