**Please read the instructions below carefully**

**Instructions**

1. This agreement must be submitted if the tender is submitted by a consortium of economic operators.
2. This agreement shall not be submitted if the tender is submitted by a single Tenderer proposing subcontracting of tasks.
3. The agreement may not be modified other then where so indicated.
4. Any person signing this agreement must be identified as a representative authorized to sign on behalf of the economic operator in the identification form for that economic operator submitted as part of the tender.

**Agreement**

**We the undersigned:**

*Name* *Economic operator*

|  |  |  |
| --- | --- | --- |
|  | acting on behalf of |  |
|  | acting on behalf of |  |
|  | acting on behalf of |  |
|  | acting on behalf of |  |

*[add or delete rows as required]*

**together hereinafter referred to as the “consortium members”, hereby agree as follows:**

1. The following economic operator is designated by the consortium members as consortium leader:

|  |
| --- |
| *[Insert name of economic operator. Has to be one of the economic operators stated above]* |

1. The consortium members have decided to jointly submit a tender in the EFI procurement process 12-15.2-2021-FLEGT ASIA. The consortium members grant to the consortium leader all the necessary powers to act on their behalf in connection with the submission of tender and any subsequent action prior to award of a contract or cancellation of the procurement process by the European Forest Institute.
2. In case the European Forest Institute awards the contract under the EFI procurement process 12-15.2-2021-FLEGT ASIA (the “Contract”) to the consortium members based on the tender jointly submitted by them for the provision of services under the Contract, as co-signatories of the Contract,
3. the consortium members shall be jointly and severally liable towards the European Forest Institute for the performance of the Contract;
4. the consortium members shall comply with the terms and conditions of the Contract and ensure the proper execution of the Contract;
5. the consortium members agree that all payments by the European Forest Institute related to the Contract shall be made to the consortium leader;
6. the consortium members grant to the consortium leader all the necessary powers to act on their behalf in connection with the Contract. This mandate involves in particular the following tasks:

* the consortium leader shall sign any contractual documents —including the Contract and amendments thereto— and issue any invoices related to the Contract on behalf of all consortium members.
* the consortium leader shall act as single point of contact for the European Forest Institute in connection with the Contract. It shall co-ordinate performance under the contract, and shall see to a proper administration of the contract.

1. Any modification or termination to the present agreement shall be subject to the express approval of the European Forest Institute.

Signature

Date

|  |  |
| --- | --- |
| Name |  |
| Function |  |
| Economic operator |  |

Signature

Date

|  |  |
| --- | --- |
| Name |  |
| Function |  |
| Economic operator |  |

Signature

Date

|  |  |
| --- | --- |
| Name |  |
| Function |  |
| Economic operator |  |

Signature

Date

|  |  |
| --- | --- |
| Name |  |
| Function |  |
| Economic operator |  |

*[add or delete signature boxes as needed]*