Association-Clause



Page 1/2 1. The members of the Association (Details of the members of the Assocation - including precise name of the company) for the project hereby undertake to contribute their full entrepreneurial capacity in promotion of the purpose of the Association and in performance of this present contract, and to provide each other with mutual support. The members of the Association shall be jointly and severally liable for performance of the project. 2. The members of the Association hereby declare the following: Registered seat of the Association: Post code of the Association: The bank account of the Association has the designation: **Designation:** Account no.: by: Bank code: IBAN: SWIFT: The Client shall effect all payments resulting from this agreement irrespective of existing regulations regarding power of attorney with the effect of a discharge vis à vis the Association to the above account. The written agreement of all parties affected must be obtained before any deviation can be made from this rule. 3. The company

shall be entrusted with the task of general coordination of the Association.

Association-Clause



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It shall be the sole representative of the Association vis à vis the Client and third parties. Any restrictions to this power of attorney resulting from the Contract of Association entered into by the participating companies shall be invalid vis à vis the Client and third parties.

- 4. The power of attorney may only be revoked or withdrawn, and the Association terminated, for important reason.
 - Important reasons shall include above all the intentional or grossly negligent violation of major obligations under the terms of the Contract of Association, the impossibility of performance of an obligation of this sort and serious breaches of trust.
- 5. Legally binding declarations with effect for and against the Association shall be made to the member of the Association responsible for general coordination.

Should the power of attorney be revoked or withdrawn, or should there be uncertainty as to the continued power of attorney, these declarations shall be sent to the postal address of the Association quoted; they shall then be deemed to have been received by the Association.

The Client shall only consider the revocation or withdrawal of the power of attorney as proven, if, in the case the Association has more than two members, the written Association's decision is submitted to it or, in the case that the Association has two members, evidence is provided that the written revocation or the written declaration of withdrawal has been received by the member affected.

- 6. The obligation to perform this present contract shall not be affected by the dissolution of the Association. The members originally participating in the Association shall jointly and severally be liable for the performance of these obligations; the same shall apply should they withdraw from the Association. Legally significant facts and events shall have an effect for and against all members of the Association.
- 7. Should the Association be dissolved or should one member of the Association inform the Client that it has withdrawn from the Association or that the Association has been terminated, this shall entitle the Client to terminate this present contract pursuant to § 1.21 General terms and conditions of contract ('Terms and Conditions') for supplying services and work on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, 2014.

In the case outlined above the Association shall be deemed to be responsible for the reason for termination.

(date, signature, firm stamp)
(date, signature, firm stamp)