**ANNEX 09**

**Third Party Undertaking Form**

**(Technical)**

*[Instructions:*

* *Please, remember to insert the number of the procedure in the header;*
* *Text in yellow means that text needs to be entered;*
* *Text between [ ] and in yellow means that there are options of which one shall be chosen;*
* *Text between [ ], in italics and in green are instructions/clarifications.*

*Ensure that all instructions and optional text which is not applicable is deleted before issuing the document.]*

**Third Party Undertaking Form**

**(Technical)**

Official name of the third party and address of registered office, (the “Third Party”), represented for the purpose of signature of this undertaking by name, surname and position within the economic operator’s organisation, duly authorised to represent and act on behalf of the Third Party.

Recognises that the selection by Fusion for Energy of official name of the tenderer, (the “Tenderer”, and once the contract is signed, the “Contractor”) for procurement procedure F4E-XXX-0000 relies on the technical capacities of the Third Party.

Therefore the Third Party shall put at the disposal of the Contractor, in case of signature of the contract resulting from procurement procedure F4E-XXX-0000 (the “Contract”), the following technical resources:

*[include here a description of the technical resources made available to the Tenderer]*

This undertaking shall become effective upon the date the Contract between the Contractor and Fusion for Energy enters into force and shall remain in full force and effect until the end of the warranty period as defined in the Contract. If the Contract does not come into full force and effect within a year of the date of signature of this undertaking, or if Fusion for Energy does not enter into a contract with the Tenderer, this undertaking shall be void and ineffective.

The commitments entered into by the Third Party through signature of this undertaking are firm, irrevocable and unconditional for the same period of time.

The Third Party commits to provide Fusion for Energy with the evidence of the conditions for participation laid down in the contract notice and the *invitation*[[1]](#footnote-2).

This undertaking is governed by the law governing the Contract. Any dispute that may arise between Fusion for Energy and the Third Party under this undertaking shall be dealt with in accordance with the provisions for settlement of disputes of the Contract and the courts having jurisdiction for matters relating to the Contract shall have sole jurisdiction in respect of matters relating to this undertaking.

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| Name and position .……….……………….…………………………………………………  Duly authorised to represent and act on behalf of the Third Party:  Name of the company/organisation .……….……………….…………………………………………………  Date and signature .……….………………… .……….……………….………………………………………………… |

1. “*Invitation”* is to be understood as:

   the invitation to participate, the first step of the restricted procedure, the competitive procedure with negotiation and the competitive dialogue (selection phase), or,

   the invitation to tender, in case of a call for tender. [↑](#footnote-ref-2)