Informal Agreement (IA)

for the ENTRANCE Purchase Aggregation

|  |  |  |
| --- | --- | --- |
| **1. Parties** | **A.** | 1. **ORGANISATION X**, having its main office in \_\_\_\_\_\_\_, at the address \_\_\_\_\_\_
2. **ORGANISATION Y**, having its main office in \_\_\_\_\_\_\_, at the address \_\_\_\_\_\_
3. **ORGANISATION Z**, having its main office in \_\_\_\_\_\_\_, at the address \_\_\_\_\_\_
4. …

Hereinafter individually referred to as “Buyer” and the “**Buyer Community**”.  |
|  | **B.**  | **ORGANISATION A,** having its main office in \_\_\_\_\_\_\_, at the address \_\_\_\_\_\_hereinafter referred to as “**Neutral Trustee**”. |
|  |
| **2. Recitals**  | **A.**  | ENTRANCE offers a common and legitimate European Matchmaking Platform and complementary off-line services designed to mobilize financial resources to accelerate the market access and scale up of “first of a kind” sustainable transport solutions, thereby reducing the European CO2 emissions and pollutants caused by the transport and mobility sector. The overall concept focus of the ENTRANCE project lies in the “supply-demand-finance” triangle that is envisaged for all transport and mobility modes and all relevant stakeholders.  |
| **B.** | The ENTRANCE Purchase Aggregation is aimed at grouping the buyers with a common interest in a particular (type of) solution or with a common problem or need. The ENTRANCE Purchase Aggregation acts as a Neutral Trustee of the Buyer Community to ensure a fair negotiation of the risk-, cost-, and gain-sharing mechanisms between the Buyers of the Buyer Community.  |
| **C.** | Each Buyer of the Buyer Community has confirmed its interest in the topic as described in article 3.B by having signed a Letter of Intent (LoI). |
| **D.**  | This Informal Agreement (IA) for the ENTRANCE Purchase Aggregation is aimed at formalizing (1) the common intention of the Buyer Community and (2) the alignment of the expectations of the buyers in the process of a joint purchase initiative within the scope of the ENTRANCE platform. This stepwise process is guided by the Neutral Trustee. |
|  |
| **3. Topic** | **A.** | The Buyer confirms its interest in a Subject of the Taxonomy of the ENTRANCE Platform.  |
| **B.** | ***Description of the topic*** |
|  |
| **4. Process steps** | **A.** | The process leading to a Purchase Aggregation contains 7 stepsStep 1: MatchmakingStep 2: Common needs assessmentStep 3: Alignment on expectationsStep 4: Requirements & Conditions & Critical Success FactorsStep 5: Joint Business CaseStep 6: PreparationStep 7: Implementation |
| **B.** | This Informal Agreement (IA) for the ENTRANCE Purchase Aggregation engages the parties for steps 2 and 3 of the process as described in Article 4.A. This stepwise process is guided by the Neutral Trustee. |
| **C.** | The setup of a Purchase Aggregation in the framework of the ENTRANCE will be free of charge for each member of the Buyer Community, as long as it is performed under the ENTRANCE project. This project has received funding from the European Union’s Horizon 2020 research and innovation program under Grant Agreement N°101006681. |
|  |
| **5. Agreement** | **A.** | Each Buyer of the Buyer Community engages for an individual needs assessment related to the topic described in Article 3.B, guided by the Neutral Trustee.  |
| **B.** | The Neutral Trustee will reconcile the individual needs to common needs.  |
| **C.**  | Based on the common needs, the Neutral Trustee will align the expectations of the Buyers of the Buyer Community. This alignment is mandatory for a joint purchase initiative.  |
| **D.**  | After alignment of the needs and expectations, the Neutral Trustee will define the requirements and develop the joint business case.  |
| **E.** | The Neutral Trustee will do its utmost to achieve the necessary alignment among the Buyers of the Buyer Community. As the Neutral Trustee engages in an obligation of means and not in an obligation of results, achieving alignment among all actors is not guaranteed.  |

|  |  |  |
| --- | --- | --- |
| **On behalf of the Buyer:** | **On behalf of the Buyer:** | **On behalf of the Buyer:** |
| **Represented by:**  | **Represented by:**  | **Represented by:**  |
| **Capacity:** **Date:** **Place:** **Signature:** | **Capacity:** **Date:** **Place:** **Signature:** | **Capacity:** **Date:** **Place:** **Signature:** |

|  |
| --- |
| **On behalf of Neutral Trustee:** |
| **Represented by:**  |
| **Capacity:** **Date:** **Place:** **Signature:** |