



# ANNEX 12

## Association Agreement

## ASSOCIATION AGREEMENT

### to participate in the procedure for award of procurement contract

*JMR Infotech Middle East FZC*

We, the signatory parties (economic agents):

a) Mr. Naman Jain

Addresses, telephone, fax of the partner offices (signatory parties):

a) P.O. Box 120894 Q3-219, SAIF Zone – Sharjah, UAE, +91 9916756108,  
naman.jain@jmrinfotech.com

b) \_\_\_\_\_

associate to jointly execute the procurement contract for the purchase Implementation services of IT solutions for banking operations and enterprise resource management (licenses, implementation services, and warranty services), of the National Bank of Moldova. – **Not Applicable as JMR Infotech is bidding independently.**

Information regarding the association: **Not Applicable**

Date of conclusion of the association agreement **Not Applicable**

Place and date of registration of the association **Not Applicable**

Contractual activities that will be carried out jointly: **Not Applicable**

1. \_\_\_\_\_

*To mention for each member of the association the activities that each member of them will provide.*

**1. Conditions of management and leadership of the association: Not Applicable**

Leader of the association \_\_\_\_\_ undertakes the responsibility and receives instructions on behalf of the members of the association.

*Upon undertaking the responsibility, the leader of the association shall present to the contracting authority the ways in which it intends to assume the responsibility of the activity to be carried out jointly. The way in which the joint tender will be carried out with the contribution of each member of the association shall be presented to the contracting authority.*

The members of the association will be jointly and severally liable to the Beneficiary for the implementation of the project, for the actions, inactions of the Leader or of each of the members of the association.

The leader shall ensure the management and implementation of the project in accordance with the contract provisions, local legislation and in accordance with the NBM instructions, with maxim professionalism, efficiency and applying the best practices in the field.

The leader shall have the final responsibility for the implementation of the project.

**2. Methods to share the results of carried out economic activities: Not Applicable**

according to the share of participation of each party to the performance of the tasks agreed to be carried out jointly.

**3. Reasons for termination of the association and the share-out of liquidation results: *Not Applicable***

- termination of the association in case of denunciation of the association agreement by a member of the association. The denunciation of the association agreement made unilaterally by one of the partners may not be opposed to the Beneficiary and does not disengage the denouncer from its obligations undertaken in the tender. The denouncer shall remain committed and responsible to the Beneficiary until the assumed obligations are achieved effectively and in good faith.
- the results of liquidation shall be shared according to the participation share of each Party until the termination date of the association.

**4. Physical, value and percentage share-out of procurement contract undertaken by each member of association for the implementation of the objective subject to tender: *Not Applicable***

\_\_\_\_\_ % \_\_\_\_\_  
\_\_\_\_\_ % \_\_\_\_\_

The members of the association guarantee to the Beneficiary that the disputes that may arise in connection with the obligations they have undertaken jointly through a joint tender will not affect in any way the execution in good faith of the obligations assumed.

Leader of the association: ***Not Applicable***

Other provisions: ***Not Applicable***

The leader of the association shall present to the Beneficiary the express and authentic authority under which it acts on behalf and for the members of the association.

*The authority shall include explicitly the powers that have been entrusted by the members of the association and shall include all specific responsibilities undertaken by the leader on behalf of the association to the contracting authority. In case of failure to present this authority, the association will not be able to prove the way in which it understands to act in order to carry out the joint tender, which shall be signed by each member of the association and properly undertaken.*

Date: 17 – 09 – 2025

Signatory Authority:

*Naman*

JMR INFOTECH MIDDLE EAST (FZC)  
LICENSE NO. 02-04-04605  
P.O. BOX 120894  
SAIFZ, SHARJAH - U.A.E

Name: Naman Jain

Position within the company: EVP & Head – Global Sales and Business Development

Company name: JMR Infotech Middle East FZC

*This agreement of association is a reference model and shall be filled out according to the specific requirements of the object of the contract(s). The association shall maintain validity for a period at least equal to the time required to conduct the procurement contract subject to this procedure.*