

**Acknowledgement for Contracting Authorities not representing a participating Member State of the European Defence Agency wishing to Make Use of the European Third Party Logistic Support (TPLS) Platform**

---

1. I acknowledge the “Purpose and Functioning of the European Third Party Logistic Support (TPLS) Platform” document.
2. I understand that the use of the Platform is subject to the fulfilment of specific criteria as set out in the “Purpose and Functioning of the European Third Party Logistic Support (TPLS) Platform” document, that this fulfilment will be verified by the Administrative Cell of the Platform and that requests for further information can be made, either to me or to appropriate national authorities.
3. Every effort will be made to ensure that the data I am requested to provide to populate the databases of the Platform will be correct, comprehensive, recent and accurate.
4. When making use of the Platform’s business opportunities advertising service, I will undertake to post the advertisement in English language as a minimum and to ensure that the advertisement contains the necessary information on where and how to obtain the official documentation of the respective business opportunity. Furthermore, I undertake to provide the Administrative Cell with the necessary information on the contract award to allow the Platform to link this information to my initial advertisement.
5. Upon request, I undertake to provide the Administrative Cell with appropriate data to populate the database of model clauses, provided that such are readily available.
6. Upon request, I undertake to provide the Administrative Cell with appropriate data to populate the database of models for technical specifications, provided that such are readily available.
7. I will undertake to nominate representatives for lists of nominees for the Advisory Group. I understand that representatives in the Advisory Group will have to act fully impartially and will have to ensure the absence of any facts or circumstances which might result in a conflict of interest. I understand that in case it becomes apparent, before or during the course of duties as a representative in the Advisory Group, that such impartiality is brought into question or a conflict of interest might arise, the respective representative in the Advisory Group will have to request its withdrawal.
8. I understand that all classified information exchanged via the Platform will be handled in accordance with the respective national, international and European law applicable to the specific case.

9. I will treat all Commercially Sensitive Information, subject to respective national, international and European law, in trust and confidence and will transfer, use and store such information on a need to know basis only.

10. I understand that the European Defence Agency will not accept any liability whatsoever with regard to the Platform or material on the Platform. Such material is:

- information as provided by the various Platform users and may not necessarily be comprehensive, complete, accurate or up to date;
- sometimes linked to external sites over which the European Defence Agency services have no control and for which the European Defence Agency assumes no responsibility;
- not professional or legal advice (if specific advice is needed, a suitably qualified professional should be consulted).

11. I understand that it cannot be guaranteed that a document available on-line exactly reproduces an officially adopted text. Only information contained in original site can be deemed authentic.

12. I understand that it is intended to minimise disruption of the Platform use caused by technical errors. However some data or information may have been created or structured in files or formats which are not error-free and hence it cannot be guaranteed that the service will not be interrupted or otherwise affected by such problems. I understand that the European Defence Agency will not accept any responsibility with regard to such problems.

13. I understand that nothing relating to the Platform shall be interpreted as a limitation or a waiver of the privileges and immunities of the European Defence Agency and any Contracting Authority, which are specifically reserved.

14. I understand that the European Defence Agency will not accept any liability with regard to the use or possible misuse of the Platform by Contracting Authorities or Economic Operator.

15. I understand that the European Defence Agency will not accept any liability with regard to those contracts deriving from or connected to the use of the Platform and the performance of the respective contractual partners in relation to such contracts.

16. I understand that any disputes regarding the use of the Platform will be resolved through consultations only, and will not be referred to any national court, international tribunal or to any other person or entity for settlement.

17. I understand that the use of the Platform will not alter nor supersede any legal obligation or political commitment I might have to observe; in particular, such use will not alter or supersede obligations or commitments related to public procurement.