Name of the tenderer/Legal name of the Partners in Association: *[insert the full name]*

**Tender Form**

Date: *[insert the day, month, year]*

Participation call: *[insert the number of the participation call]*

Object of the contract: *[insert the object of the contract from the participation call]*

**To: Contracting Authority** *[insert the name]*

After examining the Assigning Documentation, the undersigned, we undertake to sign the Contract resulting from this procedure and to commence, carry out and complete the activities specified in the Contract in accordance with the Assigning Documentation and our Technical and Financial Proposal.

Consistent with our Technical and Financial Proposal and based on the information provided by the Contracting Authority until the time of submission of the Tender:

We offer the total price of \_\_\_\_\_\_ *[the Contracting Authority shall fill in the currency of the procedure] [insert the amount in numbers and letters from the Financial Proposal],* without VAT, to which adds the VAT of \_\_\_\_\_\_ *[insert the amount in numbers and letters],*

The undersigned, by signing this Tender, declare that:

* 1. we have examined the content of the Assigning Documentation, including amendment (s) No \_\_\_\_\_ *[insert details]*, communicated by the date of submission of the Tenders for *[insert the number of the assigning procedure]* and the replies to requests for clarifications published by the Contracting Authority representing the procurement documents communicated by the Contracting Authority in relation to the procedure to which we submit the Tender;
  2. we have carefully examined, understood and accepted through this Tender the provisions of the public procurement law applicable to this procedure, as communicated through the procurement documents, especially but not limited to Law no. 98/2016, Law no. 101/2016 and GD no. 395/2016;
  3. We have a complete understanding of the communicated procurement documents, we accept them in full, without any reservation or restriction, we understand and accept requirements regarding the form, content, instructions, provisions and conditions included in the participation call and the procurement documents;
  4. Having carefully examined the procurement documents and having a full understanding of them, we are satisfied with the quality, quantity and degree of detail of these documents;
  5. The procurement documents were sufficient and appropriate for the preparation of an accurate Tender and our Tender was prepared taking all this into account;
  6. we understand that we had the obligation to identify and notify to the Contracting Authority, during the preparation of the Tender, until the deadline for its submission, any omissions, inconsistencies in relation to and for the performance of activities under the contract;
  7. we agree and fully accept the technical and commercial responsibility associated with the procurement documents and accept the same responsibility towards the Contracting Authority regarding these documents as if we had prepared these documents ourselves;
  8. We have read, fully understood, accept and agree to the application of the performance indicators included in the Contract as the basis for issuing the ascertaining documents, completing the activities and transmitting the results.

We agree that our Tender will remain valid for a period of \_\_\_\_\_\_\_\_\_\_\_ *[insert number]* days from the date of submission of the Tenders and that the submission of this Tender will hold us liable. We agree that it can be accepted at any time before the expiry of the said period.

We, the undersigned, as the representative of the Tenderer *[insert full name]* in this procedure, declare that:

1. We have not made and will not make any attempts to mislead other economic operators so they submit or not submit a Tender in order to distort competition.
2. We, together with our subcontractors and supporting third parties, are not in any situation of conflict of interest, as described in Law no. 98/2016 and we undertake to notify immediately the Contracting Authority about the occurrence of such a situation, both during the evaluation of the Tenders and during the term of the Contract.
3. We, together with the proposed subcontractors *[insert, if applicable, the full name of subcontractors whose capabilities have been used to meet the qualification criteria]* and whose resources have been used in the qualification process, we understand that we need to make available, if the Contracting Authority so requests, at the stage of evaluation of the submitted Tenders, either after the application of the assigning criterion or at any time during the course of the procedure, all supporting documents required by the Contracting Authority to demonstrate our statements in the ESPD.
4. We, together with the supporting third party/third parties *[insert, if applicable, the names of the supporting third party whose capabilities have been used to meet the qualification criteria]* we understand that we must make available, if the Contracting Authority so requests, the following, at the stage of evaluation of the submitted Tenders, either after the application of the assigning criterion or at any time during the procedure, all the supporting documents required by the Contracting Authority, for the demonstration of our statements in the ESPD, as we have been instructed by the procurement documents.
5. We have read and fully understood the content of the Contract Model in the Assigning Documentation, including but not limited to the articles on cases of unilateral termination of the contract and we expressly accept their content and their legal effects.
6. Until the conclusion and signing of the public service procurement contract, this Tender, together with the communication sent by the Contracting Authority *[insert the name of the Contracting Authority]*, whereby our Tender is established as a winner, will be a firm commitment from us.
7. We specify that:

* We submit an Alternative Tender, the details of which are presented in a separate Tender form, clearly marked “Alternative Tender”;
* We do not submit an Alternative Tender.

*[The correct option will be checked.]*

*[The Contracting Authority shall remove point vii if the Purchase Data Sheet does not provide for the possibility to submit Alternative Tenders]*

1. We understand that the Contracting Authority
   1. is not obliged to continue this assigning procedure and reserves the right to cancel the tendering procedure opened at any time as a result of meeting the conditions set out in art. 212 And 213 of the Law no. 98/2016.
   2. is not required to accept the lowest-priced Tender or any other Tender that it may receive.
   3. under no circumstances will be liable for any damage caused by the above situations and we guarantee that we will not hold the Contracting Authority liable in such a situation.
2. If our Tender is accepted, we undertake to ensure a good execution guarantee of \_\_\_\_ *[insert the percentage set in the Purchase Data Sheet]* from the Contract price.
3. We confirm that we do not participate in this procedure for the award of the Contract for which we submit this Tender in any other form (individually, as a member in an association, as a subcontractor).
4. Seeing the provisions of art. 57, par. (1), art. 217, par. (5) and par. (6) of Law no. 98/2016, art. 123, par. (1) of GD no. 395/2016 and art. 19, paragraph (1) and paragraph (3) of Law no. 101/2016, we specify that the parties/the information in the Technical Proposal and the Financial Proposal presented below is confidential in order not to prejudice our legitimate interests in respect of trade secret and intellectual property right:

|  |  |
| --- | --- |
| No. Crt. | Reference from the Technical Proposal or Financial Proposal  *[insert the number of the page, from paragraph no. ... to paragraph no. ..]* |
| 1. | .... *[insert the information]* |
| 2. | .... *[insert the information]* |

Also, by virtue of Article 123 (1) of GD no. 395/2016, we specify that the reasons for which the parties/the above-mentioned information in the Technical Proposal and the Financial Proposal is confidential:

|  |  |
| --- | --- |
| No. Crt. | The reasons why the above-mentioned parties/information in the Technical Proposal and the Financial Proposal are confidential |
| 1. | .... *[present the reason]* |
| 2. | .... *[present the reason]* |

|  |  |
| --- | --- |
| Signature (extended electronic, based on qualified certificate, issued by an accredited certification service provider under the law) of the representative of the Tenderer, | ...................................................................... |
| Name of the signing person, | ...................................................................... |
| Capacity/quality of the person signing the Tender | ...................................................................... |

Economic operator

...............................

(name)

DECLARATION ON OWN RESPONSIBILITY

REGARDING THE COMPLIANCE WITH RELEVANT OBLIGATIONS IN THE

ENVIRONMENT, SOCIAL AND WORKING RELATIONSHIPS AREAS

Title of the project: ………………………………………………………………………………………………………………..……

The undersigned …………………….. (family name and given name of the authorized person), representing ……………………….. (name of the tenderer on own behalf / leader of the association), I declare on my own responsibility that I undertake to provide the services, during the performance of the contract, in accordance with the mandatory rules regarding the labor conditions and labor protection, which are in force in Romania.

I also declare on my own responsibility that when drafting the tender, I took into account the obligations regarding the environmental conditions, labor conditions and labor protection, and I included in the tender the cost of fulfilling these obligations, as well as that I will comply with them throughout the performance of the public procurement contract.

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

...................................................., in my quality of ....................................... legally authorized to

(family name, given name, signature and stamp), L.S.

sign the tender for and on behalf of ................................................................................

(name of the economic operator)

**Declaration on own responsibility regarding the conflict of interests as defined by**

**art. 59 and art. 60 of LAW No. 98/2016 on public procurement**

**To,**

**Universitatea Politehnica Timisoara**

The undersigned …..............................................(name of the legal representative), on behalf of the economic operator …........................................................................... (name of the economic operator), participating in the quality of …................................................. (tenderer / associate / subcontractor/ supporting third party) to the simplified procedure, having as object: ………………… ………………………………………………………………………………

I declare on my own responsibility, under the sanction of exclusion from the public procurement procedure and under the sanctions applicable to the act of forgery in public acts, that I am not in the situation provided in art. 60 Of Law no. 98/2016, respectively, that I do not have as members of the board of administration/management or supervisory body and/or have shareholders or associates persons who are my husband/wife, or, relative or affine up to the second degree inclusively or in commercial relations, as provided for in Article 60 of Law no. 98/2016 on public procurement, or with persons holding decision-making positions within the contracting authority.

List of persons holding decision-making positions in the contracting authority on the organization, conduct and completion of the assigning procedure:

|  |  |  |
| --- | --- | --- |
| 1 | Assoc.prof.dr.eng. Florin Dragan | Rector |
| 2 | Assoc.prof.dr.eng. Liviu-Ioan Cadariu-Brăiloiu | President of the Senate |
| 3 | Prof.dr.eng. Gabriela-Alina Dumitrel | Vicerector |
| 4 | Prof.dr.eng. Larisa Ivascu | Vicerector |
| 5 | Prof.dr.eng. Sorin Musuroi | Vicerector |
| 6 | Prof.dr.eng. Liviu Marsavina | Vicerector |
| 7 | Assoc.prof.dr.eng. Simon Pescari | Vicerector |
| 8 | Eng. Dan Diaconu | General Administrative Director |
| 9 | Ec. Nelu-Sorin Homeag | Deputy General Administrative Director |
| 10 | Eng. Vasile Chivu | Technical Director |
| 11 | Ec. Florian Miclea | Financial – Accounting Director |
| 12 | Eng. Dana Suba | Director – Direction for Public Procurement and Investments |
| 13 | Eng. Agnes Stepanian | Director – Social Direction |
| 14 | Ec. Isabella Nicoleta Macarie | Head of the Financial Service |
| 15 | Jur. Constantin Alecsa | Legal advisor – Legal and Contentious Service |
| 16 | Eng. Maria Violeta Sumalan | Patrimony Administrator – Works and Services Procurement Bureau |
| 17 | Ec. Nada Daniela Karamucic | Financial Administrator - Works and Services Procurement Bureau |
| 18 | Ec. Ioana Ramona Magda | Financial Administrator – Investments Monitoring Bureau |
| 19 | Jur. Raluca Pacioaga | Legal advisor – Legal and Contentious Service |
| 20 | Traian - Sorin Covesan | Patrimony Adminisitrator - Works and Services Procurement Bureau |

2. I, the undersigned, declare that the information provided is complete and correct in every detail and understand that the contracting authority has the right to request, for the purpose of verifying and confirming the statements, situations and documents accompanying the offer, any additional information regarding our eligibility, as well as the experience, competence and resources we have.

3. I understand that if this statement does not comply with the reality, I am liable to violate the provisions of the criminal law regarding the forgery in declarations.

Tenderer: *(clearly written name of the legal representative)*

Authorized signature and stamp: .....................

Date of the signing:………………..

**FORM REGARDING THE APPLICATION OF THE DNSH PRINCIPLE**

(„Do no significant harm”) to the project implementation

The undersigned:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_holder of the identity card series \_\_\_\_\_\_\_\_\_\_\_. no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_., issued by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personal numerical code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acting as legal representative / empowered person for / on behalf of *(insert the name of the tenderer)*, declare on my own responsibility that:

**1)** I am aware that this statement is an integral part of the tender.

**2)** Each activity included in the project complies with the obligations provided for the implementation of the DNSH principle of (Do No Significant Harm”), as provided in art. 17 of Regulation No. 852/2020 establishing a framework facilitating sustainable investment and amending Regulation (EU) 2019/2088 and Regulation No 241/2021 for the establishment of the Recovery and Resilience Mechanism.

For the purposes of Article 17 of Regulation 852/2020 establishing a framework to facilitate sustainable investment and amending Regulation (EU) 2019/2088, taking into account the life cycle of products and services provided by an economic activity, including evidence from existing life cycle assessments, it is considered that that economic activity is significantly prejudicial to:

**(a)**  attenuation of climate change, if that activity generates significant greenhouse gas emissions;

**(b)**  adaptation to climate change, if that activity leads to an increase in the negative effect of the current climate and the expected future climate on the activity itself or on individuals, on the nature or on the assets;

**(c)**  the sustainable use and protection of water and marine resources, if that activity is harmful to:

**(i)**  the good condition or good ecological potential of water bodies, including surface and groundwater; or

**(ii)**  the good ecological status of marine waters;

**(d)**  circular economy, including waste prevention and recycling, if:

**(i)**  the activity leads to significant inefficiencies in the use of materials or in the direct or indirect use of natural resources, such as energy from non-renewable sources, raw materials, water and soil, etc, at one or more stages of the product life cycle, including the durability or potential of products to be repaired, upgraded, reused or recycled;

**(ii)**  the activity leads to a significant increase in the generation, incineration or disposal of waste, except for the incineration of non-recyclable hazardous waste; or

**(iii)**  long-term disposal of waste can cause significant and long-term damage to the environment;

**(e)**  air pollution prevention and control, where the activity in question leads to a significant increase in pollutant emissions to air, water or soil compared to the situation before the start of the activity; or

**(f)**  the protection and restoration of biodiversity and ecosystems, where the activity is:

**(i)**  significantly detrimental to the good condition and resilience of ecosystems; or

**(ii)**  harmful to the conservation status of habitats and species, including those of Union interest.

When assessing an economic activity on the basis of the criteria set out above, account shall be taken both of the effect of the activity itself on the environment and of the environmental effect of the products and services provided by the activity during their entire life cycle, in particular taking into account the production, use and decommissioning of those products and services.

**Regarding environmental objective 1** *Attenuation of climate change-* the investment comprises:

A system of energy production using photovoltaic panels. The proposed investment brings an improvement to the existing energy production system at this time, reducing electricity consumption. Thus, there is no significant impact on this environmental objective.

**Regarding the environmental objective 2** Adaptation to climate change - The proposed investment, which is primarily procedural, is without prejudice to climate change objectives. The investment will consist of the development and implementation of two funding programmes for the cultural sector.

**Regarding environmental objective 3** Sustainable use and protection of water and marine resources – The investment has no implications on the water or marine resources.

**Regarding environmental objective 4** Circular economy, including waste prevention and recycling - The activities proposed under this intervention have a favourable expected impact on this environmental objective, taking into account direct and indirect life-cycle effects. Facilities for waste management and recycling are installed within the scope of activities.

**Regarding environmental objective 5** Air, water, soil pollution prevention and control - The activities proposed under this intervention have an insignificant expected impact on this environmental objective, given the direct and indirect life cycle effects. The investment does not highlight risks related to the connection to the wastewater treatment plants that manage the water cleaning and recirculation process. Appropriate administrative measures will be taken to eliminate potential risks of air, water and soil pollution.

**Regarding environmental objective 6** Protection and restoration of biodiversity and ecosystems - The activities proposed under this intervention have an insignificant expected impact on this environmental objective, given the direct and indirect life cycle effects.

In this respect, I attach to this declaration the self-assessment of the project activities in terms of compliance with the DNSH principle.

Date (mandatory):

Complete name (mandatory):

Signature of the legal representative of the applicant/authorized person (mandatory):

Economic operator (name)

**DECLARATION ON OWN RESPONSIBILITY**

**REGARDING THE REAL BENEFICIARY**

The undersigned .............. holder of the identity card series .... no. ............ , issued by .........., personal numerical code / passport no. ............ , issued by ............., as a legal representative/authorized person of *insert the name of the applicant*, contractor to *insert the title of the project*, knowing that the improper declaration of truth, including by omission, constitutes an offense and is punished by the criminal law, I declare on my own responsibility in accordance with the provisions of Article 56 of Law no. 129/2019 that:

**1)** I am aware that this statement is an integral part of the tender.

**2)** The real beneficiary/beneficiaries of the legal entity, as well as the way of exercising control are[[1]](#footnote-1):

|  |  |
| --- | --- |
| a) **Name**: .......................................................................................................................................................................... Date of birth…………………………place of birth locality)..................................(county/sector/country)........................................... personal numerical code..........................……………………identity document .................... series ……......... no. ............... citizenship…................................ ☐ domicile / ☐ residence: country………………………………….. locality ..................................................................................... Str.………..................................... no. ............ building........... entrance............ floor........ apartment......... county/sector..........................................  b) **Name**: .......................................................................................................................................................................... Date of birth…………………………place of birth locality)..................................(county/sector/country)........................................... personal numerical code..........................……………………identity document .................... series ……......... no. ............... citizenship…................................ ☐ domicile / ☐ residence: country………………………………….. locality ..................................................................................... Str.………..................................... no. ............ building........... entrance............ floor........ apartment......... county/sector..........................................   |  | | --- | | ***The way in which the control over the company/legal person is exercised:***  ☐ according to the provisions of art. 4 par. (2) letter a), point 1 from Law no. 129/2019;  ☐ according to the provisions of art. 4 par. (2) letter a), point 2 from Law no. 129/2019;  ☐ according to the provisions of art. 4 par. (2) letter d), point 1 from Law no. 129/2019;  ☐ according to the provisions of art. 4 par. (2) letter d), point 2 from Law no. 129/2019;  ☐ according to the provisions of art. 4 par. (2) letter d), point 3 from Law no. 129/2019;  ☐ according to the provisions of art. 4 par. (2) letter d), point 4 from Law no.129/2019;  Description: ........................................................................................................................................................................................ | |

**3)** I have been informed of my obligation to provide data and information on the beneficial owners of the funds allocated from PNRR, in accordance with Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No. 648/2012 of the European Parliament and of the Council and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC, both in the submission phase of the financing applications, as well as in the implementation phase of the projects or before the signing of the public procurement contracts and commercial contracts.

**4)** I am aware of the provisions of Articles 56 and 57 of Law no. 129 of July 11, 2019 for the prevention and combating of money laundering and terrorist financing modified and completed by Law 315/2021, in particular, the obligation to update the information whenever there is a change in it, subject to the application of contravention sanctions and the dissolution of the company.

**5)** I am aware of the provisions of Articles 34^4 and 34^5 of Government Ordinance no. 26/2000 on associations and foundations, in particular, the obligation to update the information on an annual basis or whenever there is a change in the identification data of the beneficial owner with a view to recording the update of the records on the beneficial owners of associations and foundations, subject to the application of contravention sanctions and the dissolution of the association or foundation;

**6)** I know and assume that if the successful tenderer has in the shareholder structure foreign legal entities, the declaration on beneficial owners must contain the data of those individuals (at least name, surname, date of birth), in accordance with Law 129/2019, with subsequent additions and modifications. At the same time, I know and I assume that a declaration will be completed on my own responsibility according to the provisions of Article 326 of the Criminal Code regarding the fake in the declarations that will contain the data on the real beneficiaries (at least name, surname and date of birth). This declaration will be required by the Contracting Authority before the signing of the procurement contracts. In the case of subcontractors, I know and assume that I need to collect information on their names, paying attention to the changing the number of subcontractors and the need to update this information throughout the project implementation period.

**7)** I am aware that the provision of data and information on the real beneficiaries of the final recipients of the funds/contractors is carried out by the latter by sending this information to the Trade Register.

**8)** I am aware that the final recipients/contractors have the obligation to inform both the reform coordinator and the Trade Register whenever there is a change in the information on the beneficial owner, during the legal commitments concluded within the PNRR.

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ legally authorised to

*(name, signature and stamp), L.S.*

I hereby sign the tender for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(name of the economic operator)*

**TENDERER**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(in the case of an Association***, insert the full name of the entire Association***)

**DOCUMENTS CONFIRMING THE ACCEPTANCE BY THE TENDERER OF THE CONTRACTUAL CLAUSES**

**The undersigned** (name) ............................................................................, address …………………………………………… (*domicile*), identified with identity document (*Identity Card / passport*), series ……, no. ………, issued by...................., on …………….., personal numerical code …………………., acting as legally authorized representative of the **Tenderer** ……………………………… (in the case of an Association, insert ***the full name of the entire Association***) in the tender procedure open for the assignment of the contract: **………………………………………………………………………………………………**

organized by POLITEHNICA UNIVERSITY TIMISOARA, I confirm that we accept the contractual clauses as they were provided in the assigning documentation.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Legally authorized representative of the Tenderer**

(name of the Tenderer – in case of an Association, all the Association; and name of the authorized representative)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature)

1. #### Art. 4 from Law 129/2019:

   **(1)**  For the purposes of this law, the beneficial owner means any natural person who ultimately owns or controls the client and/or the natural person on behalf of or in the interest of which is carried out, directly or indirectly, a transaction, operation or activity.

   **(2)**  The concept of real beneficiary shall include at least:

   **a)**  in the case of companies subject to registration in the trade register and foreign corporate entities:

   **1.** the natural person or natural persons who ultimately own or control the company subject to registration in the trade register by directly or indirectly exercising ownership over a sufficient percentage of the number of shares either by voting rights or by participating in the equity of the company concerned, including holding bearer shares, or by exercising control by other means, other than a company listed on a regulated market that is subject to disclosure requirements in accordance with European Union law or equivalent international standards that ensure proper transparency of information on exercising the right of ownership. Owning 25% plus one share or participating in the capital of a company in a percentage of more than 25% by a natural person is an indication of the direct exercise of ownership. Owning 25% plus one shares or participating in the capital of a company in a percentage of more than 25% by a foreign corporate entity, which is under the control of a natural person, or by several foreign corporate entities, which are under the control of the same natural person, is an indication of indirect ownership;

   **2.** if, after the submission of all due diligence and provided that there are no grounds for suspicion, no person shall be identified in accordance with point 1 or if there is any doubt that the identified person is the real beneficiary, the natural person occupying a senior management position, namely: administrator/administrators, board members/supervisory, directors with delegated powers from the administrator/management board, members of the directorate. The reporting entities shall keep records of the measures taken to identify the beneficial owners in accordance with point 1 and this point, as well as the difficulties encountered in the verification of the identity of the beneficial owner;

   **b)**  in the case of trusts or similar legal arrangements - all of the following persons:

   **1.**  the constituent/constituents, as well as the persons designated to represent the interests thereof in accordance with the law;

   **2.** the trustee/s;

   **3.** the beneficiary/beneficiaries or, if their identity is not identified, the category of persons in whose main interest the fiducia or the similar legal construction is created or functions;

   **4.** any other natural person exercising ultimate control over the trust or similar legal construction in foreign law by direct or indirect exercise of the right of ownership or by other means;

   **c)** in the case of non-profit legal persons:

   **1.** associates or founders;

   **2.** members in the managing board;

   **3.** persons with executive functions empowered by the board of directors to perform its duties;

   **4.** in the case of associations, the category of natural persons or, as the case may be, the natural persons in whose main interest they were constituted, respectively, in the case of foundations, or the category of natural persons in whose main interest they were constituted;

   **5.** any other natural person exercising ultimate control, by any means, over the non-profit legal person;

   **d)** in the case of legal persons other than those referred to in points a) to c) and entities managing and distributing funds:

   **1.** the beneficiary natural person of at least 25% of the assets, namely the shares of a legal person or entity without legal personality, where future beneficiaries have already been identified;

   **2.** the group of persons in whose main interest a legal person or entity without legal personality is established or operates, where natural persons benefiting from the legal person or legal entity have not yet been identified;

   **3.** the person or natural persons exercising control over at least 25% of the assets of a legal person or entity without legal personality, including by exercising the power to appoint or revoke a majority of the members of the administrative, management or supervisory bodies of that entity;

   **4.**  the natural person/s providing management of the legal entity, if, after the submission of all due diligence and provided that there are no grounds for suspicion, no natural person shall be identified in accordance with points 1 to 3 if there is any doubt that the identified person is the real beneficiary, case in which the reporting entity is required to keep records of the measures applied for the purpose of identifying the beneficial owner in accordance with points 1 to 3 and this paragraph. [↑](#footnote-ref-1)