



EUROPEAN COMMISSION
JOINT RESEARCH CENTRE
Directorate R – Support Services
R.I.4 Infrastructure

WORKS CONTRACT no.

Retrofit JRC-Ispra trigeneration plant

ANNEX VIII

Models of guarantees

- A. Letter for Performance First Demand Guarantee
- B. Letter for Retention Money First Demand Guarantee
- C. Letter for Pre-Financing First Demand Guarantee

LETTER FOR PERFORMANCE FIRST DEMAND GUARANTEE

[Insert name and address of financial institution or bank (Letterhead)]

[Insert place and date]

European Union
Represented by the European Commission
Joint Research Centre
Directorate R - Support Services
I-21027 Ispra (VA)-Italy

Reference: Contract *[Insert number and exact title]*

ARTICLE 1 – DECLARATION ON GUARANTEE, AMOUNT AND PURPOSE

We, the undersigned *[insert name and address of the financial institution or bank]* ('the Guarantor') hereby confirm that we give the European Union, represented by the European Commission ('the Commission') an unconditional, irrevocable and independent first-demand guarantee consisting in the undertaking to pay to the Commission a sum equivalent to the amount of:

EUR *[insert amount in figures and in words]*

upon simple demand, for guarantee of the compliance with substantial contractual obligations under the contract *[insert number and exact title]* ('the contract') concluded between the Commission and *[insert name and address]*, ('the Contractor').

ARTICLE 2 – EXECUTION OF GUARANTEE

If the Accounting Officer of the Commission gives notice that the Contractor has for any reason failed to comply with substantial contractual obligations under the contract by the due date, we, acting for account of the Contractor, shall pay immediately up to the above amount, in EUR, without exception or objection, into a bank account designated by the Commission, on receipt of the first written request from the Commission. We shall inform the Commission in writing as soon as the payment has been made.

ARTICLE 3 – OBLIGATIONS OF THE GUARANTOR

1. We waive the right to require exhaustion of remedies against the Contractor, any right to withhold performance, any right of retention, any right of avoidance, any right to offset, and the right to assert any other claims which the Contractor may have against the Commission under the contract or in connection with it or on any other grounds.
2. Our obligations under this guarantee shall not be affected by any arrangements or agreements made by the Commission with the Contractor which may concern its obligations under the contract.
3. We shall inform immediately the Commission in writing, by registered letter or by courier with written receipt or equivalent, in the event of a change of our legal status, ownership or address.

ARTICLE 4 – DATE OF ENTRY INTO FORCE

This guarantee shall come into force upon its signature.

ARTICLE 5 – END DATE AND CONDITIONS OF RELEASE

1. We may be released from this guarantee only with the Commission's written consent.
2. This guarantee shall expire on return of this original document by the Commission to our offices.
3. This must occur at the latest 30 days after the payment of the balance under the contract has been made or four months after the notification of the corresponding debit note.
4. After expiry, this guarantee shall become automatically null and no claim relating thereto shall be receivable for any reason whatsoever.

ARTICLE 6 – APPLICABLE LAW AND COMPETENT JURISDICTION

Any dispute concerning this guarantee shall be governed by and construed in accordance with the law of Italy and shall fall within the sole competence of the Courts of Varese.

ARTICLE 7 - ASSIGNMENT

The rights arising from this guarantee may not be assigned.

Done at *[insert place]*, on *[insert date]*

[Signature]

[Signature]

[Function at the Financial Institution/Bank]/

[Function at the Financial Institution/Bank]

LETTER FOR RETENTION MONEY FIRST DEMAND GUARANTEE

[Insert name and address of financial institution or bank (Letterhead)]

[Insert place and date]

European Union
Represented by the European Commission
Joint Research Centre
Directorate R - Support Services
I-21027 Ispra (VA)-Italy

Reference: Contract *[Insert number and exact title]*

ARTICLE 1 – DECLARATION ON GUARANTEE, AMOUNT AND PURPOSE

We, the undersigned *[insert name and address of the financial institution or bank]* ('the Guarantor') hereby confirm that we give the European Union, represented by the European Commission ('the Commission') an unconditional, irrevocable and independent first-demand guarantee consisting in the undertaking to pay to the Commission a sum equivalent to the amount of:

EUR *[insert amount in figures and in words]*

upon simple demand, for guarantee of the remedy of defects during the contract liability period under the contract *[insert number and exact title]* ('the contract') concluded between the Commission and *[insert name and address]*, ('the Contractor').

ARTICLE 2 – EXECUTION OF GUARANTEE

If the Accounting Officer of the Commission gives notice that the Contractor has for any reason failed to remedy defects during the contract liability period under the contract by the due date, we, acting for account of the Contractor, shall pay immediately up to the above amount, in EUR, without exception or objection, into a bank account designated by the Commission, on receipt of the first written request from the Commission. We shall inform the Commission in writing as soon as the payment has been made.

ARTICLE 3 – OBLIGATIONS OF THE GUARANTOR

1. We waive the right to require exhaustion of remedies against the Contractor, any right to withhold performance, any right of retention, any right of avoidance, any right to offset, and the right to assert any other claims which the Contractor may have against the Commission under the contract or in connection with it or on any other grounds.
2. Our obligations under this guarantee shall not be affected by any arrangements or agreements made by the Commission with the Contractor which may concern its obligations under the contract.
3. We shall inform immediately the Commission in writing, by registered letter or by courier with written receipt or equivalent, in the event of a change of our legal status, ownership or address.

ARTICLE 4 – DATE OF ENTRY INTO FORCE

This guarantee shall come into force upon its signature.

ARTICLE 5 – END DATE AND CONDITIONS OF RELEASE

1. We may be released from this guarantee only with the Commission's written consent.
2. This guarantee shall expire on return of this original document by the Commission to our offices.
3. This must occur at the latest 30 days after final approval of the deliverables linked to the performance of the contract or four months after the notification of the corresponding debit note.
4. After expiry, this guarantee shall become automatically null and no claim relating thereto shall be receivable for any reason whatsoever.

ARTICLE 6 – APPLICABLE LAW AND COMPETENT JURISDICTION

Any dispute concerning this guarantee shall be governed by and construed in accordance with the law of Italy and shall fall within the sole competence of the Courts of Varese.

ARTICLE 7 - ASSIGNMENT

The rights arising from this guarantee may not be assigned.

Done at *[insert place]*, on *[insert date]*

[Signature]

[Signature]

[Function at the Financial Institution/Bank]/

[Function at the Financial Institution/Bank]

LETTER FOR PRE-FINANCING FIRST DEMAND GUARANTEE

[Insert name and address of financial institution or bank (Letterhead)]

[Insert place and date]

European Union
Represented by the European Commission
Joint Research Centre
Directorate R - Support Services
I-21027 Ispra (VA)-Italy

Reference: *Contract [Insert number and exact title]*

ARTICLE 1 – DECLARATION ON GUARANTEE, AMOUNT AND PURPOSE

We, the undersigned [*insert name and address of the financial institution or bank*] ('the Guarantor') hereby confirm that we give the European Union, represented by the European Commission ('the Commission'), an unconditional, irrevocable and independent first-demand guarantee consisting in the undertaking to pay to the Commission a sum equivalent to the amount of:

EUR [*insert amount in figures and in words*]

upon simple demand, for guarantee of the pre-financing(s) stipulated in the contract [*insert number and exact title*], ('the contract') concluded between the Commission and [*insert name and address*], ('the Contractor').

ARTICLE 2 – EXECUTION OF GUARANTEE

If the Accounting Officer of the Commission gives notice that the Contractor has for any reason failed to reimburse pre-financings paid by the Commission, we, acting for account of the [Contractor], shall pay immediately up to the above amount, in EUR, without exception or objection, into a bank account designated by the Commission, on receipt of the first written request from the Commission. We shall inform the Commission in writing as soon as the payment has been made.

ARTICLE 3 – OBLIGATIONS OF THE GUARANTOR

1. We waive the right to require exhaustion of remedies against the Contractor, any right to withhold performance, any right of retention, any right of avoidance, any right to offset, and the right to assert any other claims which the Contractor may have against the Commission under the contract or in connection with it or on any other grounds.
2. Our obligations under this guarantee shall not be affected by any arrangements or agreements made by the Commission with the Contractor which may concern its obligations under the contract.
3. We shall inform immediately the Commission in writing, by registered letter or by courier with written receipt or equivalent, in the event of a change of our legal status, ownership or address.

ARTICLE 4 – DATE OF ENTRY INTO FORCE

This guarantee shall come into force upon its signature. If, on the date of its signature, the pre-financing has not been paid to the Contractor, this guarantee shall enter into force on the date on which the Contractor receives the pre-financing.

ARTICLE 5 – END DATE AND CONDITIONS OF RELEASE

1. We may be released from this guarantee only with the Commission's written consent.
2. This guarantee shall expire on return of this original document by the Commission to our offices.
3. This must occur at the latest 30 days after the payment of the balance under the contract or four months after the notification of the corresponding debit note.]
4. After expiry, this guarantee shall become automatically null and no claim relating thereto shall be receivable for any reason whatsoever.

ARTICLE 6 – APPLICABLE LAW AND COMPETENT JURISDICTION

Any dispute concerning this guarantee shall be governed by and construed in accordance with the law of Italy and shall fall within the sole competence of the Courts of Varese

ARTICLE 7 - ASSIGNMENT

The rights arising from this guarantee may not be assigned.

Done at *[insert place]*, on *[insert date]*

[Signature]

[Signature]

[Function at the Financial Institution/Bank]

[Function at the Financial Institution/Bank]