**LETTER FOR PERFORMANCE FIRST DEMAND GUARANTEE**

Financial institution/Bank (Letterhead)

[Place/Date]

European Agency for the operational management

of the large-scale IT systems  
in the area of freedom, security and justice (eu-LISA)

EU House

Rävala pst 4

10143 Tallinn, Estonia

**Reference: Contract N° and exact title: […]**

**Article 1 – Declaration on guarantee, amount and purpose**

We, the undersigned [name and address of the financial institution or bank] (hereinafter referred to as "the Guarantor") hereby confirm that we give the European Union, represented by theEuropean Agency for the operational management of large-scale IT systems in the area of freedom, security and justice(hereinafter referred to as "the contracting authority" or "eu-LISA")an unconditional, irrevocable and independent first-demand guarantee consisting in the undertaking to pay to eu-LISA a sum equivalent to the amount of:

EUR [in figures: …] (in words: … EUR)

upon simple demand, for the good performance of the contract concluded between eu-LISA and [name and address], (hereinafter referred to as “the Contractor”), as given in the contract (N°/exact title, hereinafter referred to as "the contract").

**Article 2 – Execution of Guarantee**

If eu-LISA gives notice that the Contractor has for any reason failed to fulfil his obligations under the contract by the due date, we, acting by order and for account of the Contractor, shall undertake to immediately pay up to the above amount, in EUR, without exception or objection, into a bank account designated by eu-LISA, on receipt of the first written request from eu-LISA sent by registered letter or by courier with acknowledgement of receipt. We shall inform eu-LISA 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 eu-LISA 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 eu-LISA with the Contractor which may concern his obligations under the contract.

3. We shall undertake to immediately inform eu-LISA in writing, by registered letter or by courier with acknowledgement of receipt, 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 eu-LISA’s written consent.

2. This guarantee shall expire on return of this original document by eu-LISA to our offices by registered letter or by courier with acknowledgement of receipt.

3. This must occur at the latest one month after the payment of the balance under the contract has been made or three months after the issuance of the corresponding recovery order

4. After expiry, this guarantee shall become automatically null and void and no claim relating thereto shall be receivable for any reason whatsoever.

**Article 6 – Applicable Law and Competent Jurisdiction**

1. This guarantee shall be governed by and construed in accordance with the law applicable to the contract.

2. The courts having jurisdiction for matters relating to the contract shall have sole jurisdiction in respect of matters relating to this guarantee.

**Article 7 - Assignment**

The rights arising from this guarantee may not be assigned *without our written consent*.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

[Signature/ [Signature/

Function at the Financial Institution/Bank] Function at the Financial Institution/Bank]