

Annex IV of the Contract model – Bank guarantee

<Bank (Letterhead)>

<Place/Date>

European Community
Represented by the European Commission
Education and Culture Directorate-General
Unit Audiovisual policy
Rue de la Loi 200
B – 1049 Belgium

Guarantee for pre-financing Contract] no

Surveillance /monitoring of the application of the rules in the TVWF Directive concerning television advertising, sponsorship and teleshopping in the Member states

We hereby confirm that we give the European Community an unconditional and irrevocable joint and several guarantee for an unlimited period to the value of

EUR <>

(in words: <> euro)

for performance of the above contract] no. <> (hereinafter “the contract”) concluded between the European Community and
<Firm/Name/Address – as given in the contract> (hereinafter “the Contractor”).

If the Commission gives notice that the Contractor has for any reason failed to fulfil his obligations under the contract by the due date, the Bank, acting on behalf of the Contractor, undertakes to pay up to the above amount into a bank account designated by the Commission immediately on receipt of a first written request from the Commission (sent by registered post, with acknowledgement of receipt).

The Bank waives the right to require exhaustion of remedies against the principal, 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.

The Bank may be released from this guarantee only with the Commission’s written consent and does not have the right of deposit without its consent.

The Bank’s obligations under this guarantee are not affected by any arrangements or agreements made by the Commission with the Contractor which may concern his obligations under the contract.

This guarantee shall take immediate effect. It shall expire on return of this document, which must occur within 30 days after the final payment under the contract has been made.

This guarantee is governed by the law applicable to the contract.

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

[Place/Date]

[Signature/Function]