* The footnotes and options in blue are instructions only and must be read and **deleted** before the guarantee letter is sent out.
* Comments [*in grey italics in square brackets*] must be deleted or replaced by appropriate data.

**TEMPLATE FOR**

**LETTER FOR PRE-FINANCING FIRST DEMAND GUARANTEE**

[*Insert name and address of the third party (Letterhead)*]

[*Insert* *place and date*]

The European Health and Digital Executive Agency (HaDEA)

Unit C.1

COV2

1049 Brussels

BELGIUM

**Reference: Grant agreement [*Insert number for the action code and exact title of the action* ]**

# Article 1 – Declaration on guarantee, amount and purpose

We, the undersigned [*insert name and address of the third party*] (‘the Guarantor’) hereby confirm that we give the European Health and Digital Executive Agency (hereinafter referred to as "the Agency"), an unconditional, irrevocable and independent first-demand guarantee, which is joint and several, consisting in the undertaking to pay to the Agency 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 grant agreement [*insert number and exact title*], (‘the grant agreement’) signed between the Agency and[*insert name and address*] [[1]](#footnote-1)*,*[(‘the Coordinator/Beneficiary’)][[2]](#footnote-2).

# Article 2 – Execution of Guarantee

If the Agency gives notice that the [Coordinator/Beneficiary] has for any reason failed to reimburse pre-financings paid by the Agency, we, acting for account of the [Coordinator/Beneficiary] shall pay immediately up to the above amount, in EUR, without exception or objection, into a bank account designated by the Agency, on receipt of the first written request from the Agency. We shall inform the Agency, 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 [Coordinator/Beneficiary], 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 [Coordinator/Beneficiary] may have against the Agency, under the grant agreement 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 Agency, with the [Coordinator/Beneficiary] which may concern its obligations under the grant agreement.

3. We shall inform immediately the Agency, 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 [Coordinator/Beneficiary], this guarantee shall enter into force on the date on which the [Coordinator/Beneficiary] receives the pre-financing.

# Article 5 – End Date and Conditions of Release

1. We may be released from this guarantee only with the Agency’s written consent.

2. This guarantee shall expire on return of this original document by the Agency, to our offices.

3. This must occur at the latest 30 days after the pre-financing under the grant agreement has been cleared through interim payment[s] or the payment of the balance or, if the pre-financing is not totally cleared, four months after the repayment of the debit note issued by the Agency.

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

[*Option 1:* Any dispute concerning this guarantee shall be governed by and construed in accordance with the Belgian law and shall fall within the sole competence of the Belgian Courts.]

[*Option 2*: Any dispute concerning this guarantee shall be governed by and construed in accordance with the law of [*insert country of establishment of the Coordinator /Beneficiary or third party*] and shall fall within the sole competence of the [*insert the corresponding national*] Courts.

# Article 7 - Assignment

The rights arising from this guarantee may not be assigned.

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

|  |  |
| --- | --- |
| [*Signature*]  [*Function at the third party*] | [*Signature*]  [*Function at the third party*] |

1. *In case of multi-beneficiaries grant agreements, please refer to the name and address of the Coordinator if a Coordinator has been designated with a power of attorney and is mandated to be the recipient of payments (see: Annex IV of the Grant Agreement): the Coordinator is thus solely responsible for repayment to the Agency at the time of payment of the balance (see e.g. article II.26.1 of the model grant agreement with multiple beneficiaries).*  [↑](#footnote-ref-1)
2. *Please insert the correct wording either "Beneficiary" or "Co-ordinator". "Co-ordinator or Beneficiary" means the legal entity designated as such in the grant agreement.* [↑](#footnote-ref-2)