

ANNEX 1

To: The European Organization for Nuclear Research  
 CH-1211 Geneva 23  
 Switzerland

We, [name] \_\_\_\_\_ of [address and fax number] \_\_\_\_\_, have been informed by our clients, [name] \_\_\_\_\_ ("the contractor"), that they have entered into contract [contract reference] \_\_\_\_\_ ("the contract") of [date of conclusion of contract] \_\_\_\_\_ with the European Organization for Nuclear Research ("CERN"). Pursuant to the contract, the contractor is required to deliver a bank guarantee to CERN to guarantee the proper performance by the contractor of his obligations under the contract.

We, \_\_\_\_\_, hereby guarantee irrevocably and unconditionally, as primary obligor and not merely as a surety, to pay to CERN upon its first written demand the amount stipulated by CERN, up to a maximum amount of [maximum amount] \_\_\_\_\_

We undertake to make this payment without any deduction, withholding, counterclaim, interpleader, limitation, condition, set-off or any right of objection on our part. We agree that there shall be no obligation on CERN to prove that the contractor is in breach or that CERN has suffered any loss or damage, to show reasons for its demand, or first to make demand on or take any proceedings against the contractor.

We agree that our liability under this guarantee shall not be discharged in whole or in part or otherwise affected by any reason whatsoever, except by our payment to CERN of the maximum amount stated above or by the expiry of this guarantee in accordance with that stated hereunder.

This guarantee shall remain valid and in full force and effect from the date hereof until/inclusive 30 days from [date] \_\_\_\_\_, whereupon it shall cease to have effect, save in respect of any demand notified to us prior to the expiry of the said period of 30 days.

We confirm that our obligations under this guarantee are enforceable against us under the laws of the courts that have jurisdiction over our place of establishment. Where they are not enforceable under such laws, we hereby accept the application of Swiss law by such courts.

We agree that we shall not assign, charge or transfer this guarantee to any person under any circumstances.

Any notice or other communication under this guarantee shall be made by fax or by registered letter to the respective addresses and fax numbers set out above.

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

Signatures of authorized officer(s): \_\_\_\_\_