

ARTICLE 6: SUB-CONTRACTING²

[Not applicable]

[Or]

- 6.1** In conformity with Article II.10 of the General Conditions of the FWC, the contractor has been permitted to subcontract.
- 6.2** Tasks stated in Annex A may be performed by the subcontractor *Name and address of subcontractor*, entirely at the risk of the contractor.
- 6.3** Without prejudice to the contracting authority's other rights under Article I.16 and II.18 of the FWC, if the contractor fails to meet his obligations, the specific contract with the Agency may be terminated in accordance with Article II.7 of the General Conditions of the FWC. This clause applies throughout the term of the specific contract.

ARTICLE 7: GUARANTEES

7.1 Performance guarantee

[Not applicable]

[Or]

[This contract is subject to a performance guarantee of *[complete]* % of the price of the contract *[excluding travel expenses]*]. The contractor (or leader in the case of a joint tender) must provide a performance guarantee in the form of a financial guarantee for EUR *[amount in figures and in words]* in accordance with the conditions laid down in Article II.21.5. The guarantee must be released *[30] [60] [90]* days after the final approval of the services.]

7.2 Retention Money Guarantee

[Retention money guarantee is not applicable to this specific contract.]

[This contract is subject to a retention money guarantee of *[complete]* % of the price of the contract *[excluding reimbursable expenses]*].

[Option 1: Retention money guarantee by deduction]

[The guarantee is constituted by deduction of this amount on payments. It will be withheld for up to *[30] [60] [90]* days after the final approval of the service.]

² Please check if the contractor is permitted or not to subcontract. In case the contractor is not permitted to subcontract use the option 'Not Applicable'. **Please note that the contractor has to be authorised to subcontract before concluding this specific contract – See Article II.10 of the FWC.**