(Letterhead of the Buyer/End User)

To: Danida Sustainable Infrastructure Finance

 (Date and place of issue)

**Buyer/End User’s declaration regarding *(insert project title)***

Dear Sirs,

We refer to the Commercial Contract dated *(insert date)* and made between us (in the Contract called the Employer) and *(insert name of Exporter]* (in the Contract called the Contractor), hereinafter referred to as ‘the Exporter’ concerning the above project.

In relation to the Loan Agreement (to be) signed between *(insert name of the Borrower)* as Borrower and *(insert name of the Lender)* as Lender in order to finance the supply from the exporter under the said Commercial Contract, we hereby warrant:

1. That the complementary financing of the entire project investment is secured by firm commitment on the part of the other financiers.
2. That we intend to implement the project in accordance with the provisions of the Commercial Contract.
3. That the following issues are satisfactorily dealt with in connection with the execution of the project:
* ....*(insert as appropriate)*
* ....
* ....
1. That we accept Danida’s zero tolerance towards corrupt, facilitating, fraudulent, collusive and coercive practises and comply with the Ten Principles of UN Global Compact.
2. That we intend to report to DSIF the following outcome and impact indicators identified during appraisal of the project:
* ....*(insert as appropriate)*
* ....
* ....

 The information shall be collected and reported to DSIF on an annual basis for 5 (five) consecutive years starting one year after issue of the Taking-over Certificate of the project.

We further undertake:

1. To notify you promptly of any serious delay in the project implementation or any major change to the project, whether actual or proposed.
2. To allow you or your representatives, including the independent consultant mentioned below, to enter upon sites where deliveries included in the Commercial Contract are being or have been stored, installed or erected, subject to reasonable advance notice being given.
3. To allow you and assist you in conducting project impact evaluations during implementation and after commissioning of the project and during a period of 5 (five) years following the final Taking Over of the project.
4. To provide you or your representative, including the independent consultant mentioned below, with any such supplementary information regarding the use of the proceeds of the loan as may reasonably be requested.

We also confirm that we accept:

1. The terms of DSIF’s Rules for Procurement(March 2017), including:
	1. The right of stoppage by DSIF,
	2. That variations and contractor’s claims will not be financed under the DSIF Loan unless otherwise agreed with DSIF,
	3. That payment in connection with Employer’s claims shall be credited the balance of the DSIF Loan.
2. That any major change to the Commercial Contract or any major de facto change in the project, including change of project location and implementation plan, is to be submitted to DSIF for prior approval. Where any major changes are undertaken without DSIF’s approval and where DSIF at its sole discretion considers any such change to be material to the proper implementation of the project, DSIF may order the exporter to suspend shipments and work under the contract. DSIF shall in this situation instruct an independent consultant to review the project. If the said consultant confirms that the changes can be vital to the proper implementation of the project, the consultant and DSIF may recommend changes to the project. Where, following such recommendations DSIF and the parties to the Commercial Contract cannot agree on a revised project concept, DSIF may give notice to the Lender and the parties to the Commercial Contract that it is not bound by its commitment to further support the project.
3. That in this case the financial support already received from DSIF is to be repaid by us no later than one month after DSIF giving such notice, and the parties to the DSIF Loan will enter into negotiations in order to arrange a new basis for continuation of the loan on market conditions.
4. That DSIF may give notice to the Lender and the parties to the Commercial Contract that it is not bound by its commitment to further support the project and that the financial support already received from DSIF is to be repaid by us, if DSIF at its sole discretion determines that, with respect to the Danish funds, corrupt or fraudulent practices were engaged in by persons representing the Borrower or us during procurement or during the execution of the contract.
5. That in case of our breach in whole or partially of this declaration, DSIF may give notice to the Lender, and the parties to the Commercial Contract that it is not bound by its commitment to further support the project. Further, the financial support already received from DSIF is to be repaid by us no later than one month after DSIF giving such notice, and the parties to the DSIF Loan will enter into negotiations in order to arrange a new basis for continuation of the loan on market conditions.
6. That we have neither the power nor the will to raise any claim against DSIF or its representatives if DSIF withdraws its support due to our non-compliance with the stipulations contained in the present declaration.

We finally confirm:

1. That any dispute arising in connection with this declaration shall be brought before the City Court of Copenhagen and shall be governed by Danish law.

Yours sincerely,

(Buyer/End User)