**Danida Sustainable Infrastructure Finance**

**EXPORTER’S DECLARATION to Danida Sustainable Infrastructure Finance (DSIF) concerning Interest Subsidy etc. for DSIF financing to Developing Countries**

Danida Sustainable Infrastructure Finance has issued a preliminary approval of interest subsidy etc. to *(insert name of bank)* in connection with the financing of the following export transaction:

Exporter (in the Contract called the Contractor): *(insert)*

Buyer (in the Contract called the Employer): *(insert)*

End User: *(insert if applicable, otherwise delete)*

Project title: *(insert)*

Contract amount and currency: *(insert)*

Contract date: *(insert)*

Lender: *(insert)*

Borrower: *(insert)*

Loan amount and currency: *(insert)*

The approval of DSIF support is subject to the following conditions:

1. That the information given to the Lender for his application for interest subsidy and export credit guarantee is correct and exhaustive, and that the Lender has been made and will continue to be made aware of any subsequent changes to the matters already disclosed.
2. That the time plan under the contract is feasible and allows for minor delays in the implementation of the project.
3. That the undersigned Exporter complies with the obligations under the commercial contract.
4. That the undersigned Exporter accepts Danida’s zero tolerance towards corrupt, facilitating, fraudulent, collusive and coercive practises and complies with the Ten Principles of UN Global Compact.

Further, the exporter shall have declarations from the sub-contractor(s) that the subcontractor(s) accept(s) Danida’s zero tolerance towards corrupt, facilitating, fraudulent, collusive and coercive practises and abide with the UN Global Compact principles as above in case the subcontractor(s) holds ten percent or more of the total value of the contract.

1. That DSIF may obtain documentation regarding the project at any time, including payment documents, supply contract, etc.
2. That during the implementation of the project the undersigned Exporter will file brief quarterly reports (January, April, July and October) within one month after the end of the quarter concerning:
* Project implementation in relation to contract time schedule and budget.
* Any other facts of material importance to project implementation.

However, this is not in any way to be interpreted as a renunciation by DSIF of the Exporter’s obligation to inform DSIF immediately and explicitly about any material changes or problems in connection with the implementation of the project (cf. below).
1. That DSIF be given written notice without delay of any contemplated material changes to the project or any substantial delays of supplies, more particularly of any delay of final taking over and the causes thereof.
2. That DSIF be given notice without delay of any problems/disagreements arising between the Buyer/End User and the undersigned Exporter during the implementation as well as during the Defects Notification Period.
3. That the undersigned Exporter accepts the terms of DSIF’s Rules for Procurement (March 2017), including
* The right of stoppage by DSIF.
* That variations and contractors claims will not be financed under the DSIF Loan unless otherwise agreed with DSIF.
1. That measures be taken to conduct the following verifications:

- Before issue of the Taking-over Certificate (after completion and commissioning) and

 - Before issue of the Performance Certificate (at the end of the Defects Notification Period)

 by the verification party named in DSIF’s approval. DSIF will pay for the verification.

1. That the following remaining conditions stipulated for the project implementation by DSIF are complied with:

.*(insert remaining conditions)*

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The undersigned Exporter **warrants** that the aforesaid conditions will be strictly complied with, and the undersigned Exporter further undertakes:

1. To stop the implementation of the contract and presentation of documents releasing disbursements under the loan, where so required by DSIF.
2. To reimburse DSIF for any interest subsidy etc. paid to the Lender in case of our non-compliance in whole or partially by or through the Exporter with respect to this declaration.

Moreover, the undersigned Exporter accepts that DSIF may revoke the interest subsidy approval and may in addition exclude the undersigned Exporter from any contracts financed under the Danish development assistance, where it is found that corrupt or otherwise illegal means have been used by the undersigned Exporter for the purpose of winning and/or performing the contract.

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.

The undersigned Exporter is aware of the terms of the Buyer/End User’s and Borrower’s Declarations issued to DSIF. In this connection the undersigned Exporter confirms that we do not intend to and are not entitled to raise claims against the Lender or DSIF if the performance of the contract and the presentation of documents releasing disbursements are stopped owing to the Buyer’s or the Borrower’s failure to comply with the terms of the Buyer/End User’s Declaration or the Borrower’s Declaration respectively.

This declaration is subject to Danish law, and any dispute shall be brought before the City Court of Copenhagen.

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Place, date Binding signature

**Notes of Guidance for Exporter’s Declarations concerning DSIF financing to Developing Countries.**

**Background**

An Exporter’s Declaration is issued in connection with the financing of a given export transaction being taken over by a bank and the interest subsidy etc. being duly paid to the financing bank. In that connection the Investment Fund for Developing Countries is required to ensure that the following conditions are met:

That the information given is correct and satisfactory.

That the Exporter is complying with his obligations.

That DSIF is capable of exercising the necessary control in respect of the approval and application of the interest subsidy and the achievement of its object.

That repayment of the interest subsidy etc. or any part thereof may be claimed in case of any non-compliance by or through the Exporter with the conditions subject to which the interest subsidy etc. was approved.

**Information to the lending bank and DSIF**

It is in the best interest of the Exporter that the lending bank and DSIF are given correct and satisfactory information of the export transaction until completion.

**Obtaining an Exporter’s Declaration**

The Exporter’s Declaration shall be obtained by the lending bank (recipient of the DSIF subsidy) and be submitted to DSIF.

The final approval of interest subsidy etc. is subject to the submission of a duly signed Exporter’s Declaration.