



## ECGD BUYER CREDIT GUARANTEE APPLICATION SCHEDULE

### IMPORTANT INFORMATION CONCERNING THIS SCHEDULE

*All relevant questions in this Schedule must be answered fully and truthfully to the best of your knowledge and belief. If the space provided is insufficient, please continue answers on your headed notepaper and attach it to this form.*

*Sections 5.b.v, 5.b.vi and 5.e of this form contain questions in respect of the potential environmental and social impacts relating to the goods and/or services to be supplied and/or rendered under the supply contract and their destination. Prior to completing these sections you should read the "Impact analysis - Customers' guidance notes", which are available from ECGD and can also be found on ECGD's website at [www.ecgd.gov.uk](http://www.ecgd.gov.uk). Please note that you do not need to complete the questions in sections 5.b.v, 5.b.vi and 5.e.ii if this Schedule is in respect of:*

- (i) defence business that requires an export licence or is subject to the 680 clearance procedure; or*
- (ii) aerospace business, which meets International Civil Aviation Organisation standards.*

**CODE OF CONDUCT**

*(Please complete)*

Has your company got a code of conduct and procedures in place to discourage and prevent Corrupt Activity (as defined in paragraph 4.6 of this Application)?

Yes  No

If Yes:

Is a copy of your latest code attached?

Yes  Previously Supplied  
*(If not previously supplied, you must attach a copy)*

and

Has it been and will it be applied to obtaining and performing the contract?

No  
 Yes  
 Yes, but only from the date on which it came into force, namely \_\_\_\_\_  
*(specify date)*

\_\_\_\_\_ and

\_\_\_\_\_ Has the code been applied to all business partners involved in the obtaining and performance of the contract including agents, subcontractors, and joint venture partners?

\_\_\_\_\_  Yes  
\_\_\_\_\_  No

\_\_\_\_\_ If No, please give an explanation.

<p>1. a. SUPPLIER <i>(Name, Address and Company Registration Number)</i></p> <p>b. SUPPLIER'S ULTIMATE HOLDING COMPANY <i>(Name, Address and Company Registration Number)</i></p>	
<p>2. BUYER <i>(Name and Address)</i></p>	
<p>3. a. BORROWER <i>(Name and Address)</i></p>	

<p>b. GUARANTOR (Name and Address)</p>	
<p>4. STAGE OF NEGOTIATIONS REACHED</p>	
<p>5. a. i. Description of the overall project including elements of non-UK contractual responsibility</p> <p>ii. Total basic price</p> <p>iii. Estimated final price</p> <p>b. i. Description of goods and/or services for which the Supplier has contractual responsibility <i>(please indicate if any of the goods are second hand)</i></p> <p>ii. Basic price of elements described at b.i</p> <p>iii. Estimated final price of elements described at b.i</p> <p>iv. Give details of the procedure (e.g. open tender, negotiated contract) used or to be used for awarding the supply contract.</p> <p><b><i>Please see note on Important Information at the beginning of this Schedule prior to completing, if appropriate, sections 5.b.v and 5.b.vi</i></b></p> <p>v. Will the goods and/or services have actual or potential direct environmental, health and safety,</p>	<p><u>Beneficial Impacts</u>  <input type="checkbox"/> Please specify:</p>

or social impacts in any of the following areas? *(Please tick all relevant boxes and, where possible, under Additional Information quantify the impacts.)*

**Adverse Impacts**

- Water pollution or extraction
- Local air quality
- Climate change (Kyoto Protocol)
- Acid deposition
- Ozone depletion (Montreal Protocol)
- Use of hazardous substances
- Production of damaging or toxic waste
- Noise pollution
- Degradation of land (e.g. soil contamination, erosion or salinisation)
- Other adverse impacts, please specify:

**Additional Information:**

vi. Could the goods and/or services that are being supplied be sold in the UK without any modification? (i.e. do the goods and/or services meet all relevant UK standards?)

Yes

No

*(If No, please provide an explanation)*

c. i. Extent of Supplier's contractual responsibilities (eg supply (fob/cif)/ installation/erection/construction/ commissioning)

ii. Are you performing the Supply Contract as a:

a. main contractor?

Yes

No

b. sub contractor?

Yes

No

*(If Yes, please provide details of the main contractor and outline the payment arrangements)*

c. member of a joint venture or consortium?

Yes

No

*(If Yes, please give full details on a separate sheet, including the name and address of each of the other parties involved)*

d. Description of those elements of the project for which the Buyer has contractual responsibility (eg provision and/or preparation of site)

e. Destination of goods and/or services:

i. Give the exact geographical

location at which the goods will be used and/or the services will be performed (*If possible, please provide a map*)

***Please see note on Important Information at the beginning of this Schedule prior to completing, if appropriate, section 5.e.ii***

- ii. Describe the activities carried out at the location where the goods will be used and/or the services will be performed
  - a. Current activities
  - b. Proposed future activities if different from the current activities

6. DETAILS OF SUPPLIER'S CONTRACTUAL RESPONSIBILITY	DESCRIPTION	PRICE IN CURRENCY OF CONTRACT
<p>a. UK ELEMENT</p> <p>    i. Goods</p> <p>    ii. Services</p>		<p>.....</p> <p>.....</p> <p>Sub-total .....</p>
<p>b. OTHER EU ELEMENT</p> <p>    i. Goods</p> <p>    ii. Services</p>		<p>.....</p> <p>.....</p> <p>Sub-total .....</p>
<p>c. OTHER FOREIGN ELEMENT</p> <p>    i. Goods</p> <p>    ii. Services</p>		<p>.....</p> <p>.....</p> <p>Sub-total .....</p>
<p>d. BUYER'S COUNTRY ELEMENT</p> <p>    i. Local labour and basic building materials (eg sand, cement, gravel)</p> <p>    ii. Locally-manufactured goods</p> <p>    iii. Services (other than labour)</p>		<p>.....</p> <p>.....</p> <p>.....</p> <p>Sub-total .....</p>
<p>e. OVERSEAS AGENT'S COMMISSION (<i>See section 7</i>)</p>		<p>Sub-total .....</p> <p><b>TOTAL PRICE _____</b></p>

7. AGENTS

~~7.1 Has any agent or other intermediary been, or will any agent or other intermediary be, involved by you or any of our Affiliates directly or indirectly in the process leading to the Supply Contract being awarded to you or in connection with any subsequent matters relating to the Supply Contract or any related agreement, undertaking, consent, authorisation or arrangement of any kind? Is all or any part of any commission payable to any agent or other intermediary, engaged by you or any Controlled Company and involved, directly or indirectly, in the process leading to the Supply Contract being awarded to you or in any subsequent matters relating to the Supply Contract or any related agreement, undertaking, consent, authorisation or arrangement of any kind, intended to be covered in any way by ECGD support?~~

Yes  No

~~(If Yes, please complete the following sections, sections 7.3 to 7.7 below, if no go to section 7.2. If more than one agent or intermediary is involved please provide separate answers in respect of each party)~~

~~7.2 If your answer to the question in section 7.1 above is "no" and you are using an agent or intermediary whose commission relating specifically to this contract exceeds or will exceed 5% of the contract price then please complete sections 7.3 and 7.5 to 7.7 below, otherwise answer "not applicable". (If more than one agent or intermediary is involved please provide separate answers in respect of each party)~~

~~7.3 Name and address of agent or intermediary (If you are unable to provide this information, please give your reason(s) for not being able to do so):~~

~~7.4 7.4 Please specify the country or countries where the commission is payable (If payment is to be made outside the Purchaser's country, please give an explanation.)~~

~~7.5 Please specify at what stage of the contract process the commission payment is to be made.~~

~~7.6 Please specify whether the commission is payable to the agent or intermediary directly or to a third party. (If payment is to be made to a party other than the agent or intermediary, please give an explanation.)~~

~~7.567 Is the agent or intermediary acting for the Purchaser or does, to the best of your knowledge and belief, any improper relationship exist between the agent or intermediary and the Buyer named in section 2 of this Schedule?~~

Yes  No

~~If Yes, please provide any information you may have regarding the relationship between the Purchaser and the agent or intermediary:~~

~~7.678 Please give details of the services which the agent or intermediary has provided or is providing:~~

~~7.79 Please specify the amount (or, if in the form of payments in kind, the value) of the commission relating specifically to this contract that is payable to the agent or intermediary.~~

8.0 Please specify any other payments or incentives given to any third party (including party political donations) with respect to the obtaining or performance of the Supply Contract or any related agreement, detailing the amount, purpose and recipient of the payments or incentives.

9.0 Please provide a copy of all agency agreements made in connection with the Supply Contract or any related agreement.

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<p>8. DETAILS OF NON-UK GOODS AND OTHER NON-UK EXPENDITURE  <i>(Details, if known, of the credit terms obtainable by the Supplier from the foreign source should also be given)</i></p>	DESCRIPTION	COUNTRY OF ORIGIN	PRICE IN CURRENCY OF CONTRACT	REASON FOR ITS INCLUSION

<p>9. PROPOSED CONTRACTUAL TERMS OF PAYMENT <i>(Separate details are required if the terms for any element - UK, other EU, other foreign or Buyer's country - differ from the others)</i></p>	FROM BUYER DIRECT	
	On/within .....	days of contract ..... %
	Within .....	months of date of contract ..... %
	On shipment/delivery/completion/commissioning	..... %
	Other	..... %
	FROM LOAN <i>(subject to its continued availability)</i>	
	Progress payments between .....	and ..... months from date of contract ..... %
	On shipment/delivery/performance of services	..... %
	On completion/commissioning	..... %
	Other	..... %

<p>10. SUPPLIER'S CONTRACTUAL PROGRAMME (A separate programme should be provided for each part of the project for which the Supplier is responsible)</p>	(Expressed in months from date of contract)	
	COMMENCE	COMPLETE
	Shipment/delivery	.....
	Installation/Erection/Provision of Services	.....
	Preliminary Testing	.....
Commissioning	.....	

<p>11. PROPOSED TERMS OF REPAYMENT OF LOAN</p>	<p>By ..... equal half-yearly instalments, the first due 6 months after .....</p>
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