



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 **B**est of your **K**nowledge and **B**elief. 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. 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)

1. a. SUPPLIER
(Name, Address and Company Registration Number)

b. SUPPLIER'S ULTIMATE HOLDING COMPANY
(Name, Address and Company Registration Number)

<p>2. BUYER <i>(Name and Address)</i></p>	
<p>3. a. BORROWER <i>(Name and Address)</i></p> <p>b. GUARANTOR <i>(Name and Address)</i></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>d. Description of those elements of the project for which the Buyer has contractual responsibility (eg provision and/or preparation of site)</p> <p>e. Destination of goods and/or services:</p> <p>i. Give the exact geographical location at which the goods will be used and/or the services will be performed (<i>If possible, please provide a map</i>)</p> <p><i>Please see note on Important Information at the beginning of this Schedule prior to completing, if appropriate, section 5.e.ii</i></p> <p>ii. Describe the activities carried out at the location where the goods will be used and/or the services will be performed</p> <p>a. Current activities</p> <p>b. Proposed future activities if different from the current activities</p>	
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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 (See section 7)</p>		<p>Sub-total</p> <p>TOTAL PRICE _____</p>

7. AGENTS

Agents can be used, knowingly or unknowingly, as conduits for bribe payments. The following questions are designed to assist both the Supplier and ECGD to ascertain whether such a risk could exist in this case.

~~7.1 Has any Agent been, or will any Agent be, involved by you or by any Controlled Company or Associate directly or indirectly in any matters relating to the award or performance of the Supply Contract or any Related Agreement 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, you must complete the following sections. If more than one Agent is involved you must provide separate answers in respect of each Agent.) please complete 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)~~

~~7.23 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 Please specify the country or countries where the commission is payable:~~

~~7.35 Does, to the Best of your Knowledge and Belief, any direct or indirect improper relationship exist between the Agent or intermediary and the Buyer named in section 2 of this Schedule, or any Senior Executive of the Buyer?~~

~~Yes No~~

~~If yes, please supply details.~~

~~7.4 Does, to the Best of your Knowledge and Belief, any direct or indirect relationship exist between the Agent and any public official who may have influence in relation to the award or performance of the Supply Contract or any Related Agreement?~~

~~Yes No~~

~~If yes, please supply details.~~

7.56 Please give details of the services which the Agent or intermediary has provided or is providing:

7.6 Please specify the amount (or, if in the form of payments in kind, the value) of the commission relating specifically to the Supply is eContract or any Related Agreement that is payable to the Agent or intermediary:

7.7 Please specify the country or countries where the commission is payable.

7.8 Please specify the currency in which the commission is payable.

7.9 Is the commission to be paid into a numbered bank account, or to a third party?

Yes No

If yes, please supply details.

7.10 To the Best of your Knowledge and Belief, are the services provided or to be provided by the Agent in compliance with both the laws of the country in which the Supply Contract is to be carried out, and with the Relevant Acts?

Yes No

If no, please supply details.

7.11 To the Best of your Knowledge and Belief, is the amount of the commission payable to the Agent a reasonable amount for the services in question?

Yes No

If no, please supply details.

7.12 What steps have you taken to ascertain the reasonableness of the commission?

7.13 What steps have you taken, or will you take, to ascertain whether the Agent has previously been involved in any Corrupt Activity?

7.14 What steps have you taken, or will you take, so as to be reasonably sure that the Agent will not undertake any Corrupt Activity in relation to the Supply Contract or any Related Agreement?

<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> <p>Shipment/delivery</p> <p>Installation/Erection/Provision of Services</p> <p>Preliminary Testing</p> <p>Commissioning</p>	(Expressed in months from date of contract)	
	COMMENCE	COMPLETE

<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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