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| --- | --- | --- |
| World Wide Fund for Nature  C/O WWF-Russia,  19-3, Nikoloyamskaya Street  Moscow 109240  Russia |  | Tel: +7 095 727 09 39  Fax: +7 095 727 09 38 russia@wwf.ru  http://[www.wwf.ru](http://www.wwf.ru/) |
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| --- | --- |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Organization head: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Grantee name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Grant number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Project title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

The World Wide Fund for Nature (formerly named the World Wildlife Fund) (hereinafter referred to as “WWF”), registered in accordance with the legislation of the Russian Federation, is happy to announce that pursuant to the causes of sustainable resource use and biodiversity conservation, WWF has offered to your organization (hereinafter referred to as the “Grantee”), a Grant [grant number] to be used for the project [project title] + with the budget not to exceed [budget sum]. The period of the project is from [date] until [date] unless otherwise modified or terminated in accordance with the agreement. All expenses must incur within the Grant Term. [Funding in support of this Agreement is made available from the Critical Ecosystem Partnership Fund (“CEPF”), a multi-donor fund consisting Conservation International Foundation (“CI”), International Bank for Reconstruction and Development ("IBRD"), the Global Environment Facility through CI as implementing agency (“GEF”), the Government of Japan through IBRD as trustee of grant funds provided by the Ministry of Finance  (“Japan”), Agence Française de Développement  (“AFD”), and the European Union (“EU”) --  hereafter together referred to as "the Funding Sources". CEPF is administered by CI.]

According to the current legislation of the Russian Federation, grants provided to publicly funded institutions or other non-profit organizations for the implementation of target programs related to fulfilling their institutional objectives are not subject to income tax (see Article 251 p. 14 of the Tax Code of the Russian Federation).

* **For the Republic of Kazakhstan**: according to the current legislation of the Republic of Kazakhstan, grant funding provided to non-commercial organizations is exempted from total annual income (see paragraph 2, article 289, chapter 29 of the Tax Code of the Republic of Kazakhstan). By decree #177 of the Government of the Republic of Kazakhstan dated April 9 2018, WWF is included in the list of international and national organizations, foreign and Kazakhstan NGOs, and foundations which provide grant funding.
* **For the Republic of Kyrgyzstan**: according to the current legislation of the republic of Kyrgyzstan, grant funding is not included in the annual income of non-commercial organizations, as long as such funding is used as mandated the Charter (see sub-paragraph b, paragraph 3, article 189, of the Tax Code of the Republic of Kyrgyzstan).
* **For the Republic of Tajikistan**: according to the current legislation of the Republic of Tajikistan, grant funding provided to non-commercial organizations and used for non-commercial purposes, is excluded from income tax, (see paragraph 2, article 110, chapter 17 of the Tax Code of the Republic of Tajikistan).
* **For the Turkmenistan**: according to the current legislation of the Republic of Turkmenistan, grant funding received by non-commercial organizations is not subject to income tax (see paragraph 3, article 149 of the Tax Code of Turkmenistan).
* **For the Republic of Uzbekistan:** according to the current legislation of the Republic of Uzbekistan, grant funding received by non-commercial organizations is not considered income (see paragraph 8, article 129, chapter 20 of the Tax Code of the Republic of Uzbekistan).

At the end of the reporting year, the Grantee must report on the amount of grant funding received and it’s spending to the local tax authority. If the grant funds are not used for their intended purpose, WWF has the right to apply to the court for the return of the received grant funds, as well as to inform the tax authorities of the Grantee's country to take tax response measures. **If the Grantee plans to use the grant funds to provide material incentives for your employees in cash or in kind, then the amounts paid are subject to taxation in the prescribed manner in accordance with the law.**

In accordance with the tax legislation of the Grantee’s country, all grant funds provided as part of this grant should be spent solely for the purposes indicated when the grant was issued. Therefore, the grant funds you are given must be spent according to the Project Description, goals and expected results of the project, as well as the Budget of project (Appendices I and II respectively) and cannot be used for any other purposes without preliminary written consent by WWF.

The grant funds will be disbursed by request, according to time periods and amounts agreed by Grantee with the Project curator and the focal point following the review and approval of financial and progress reports submitted in the format specified by WWF and in alignment with the reporting schedule specified in the Project description (Appendix I). The grant funds can be transferred directly to the Grantee’s bank account, or they can be used as payment of the Grantee’s bills or contracts, including multilateral contracts.

Notwithstanding the above, the head of the Grantee organization agrees to submit to WWF the full and complete reports on grant funds spending upon request. Format for such reports can be found in the Standard conditions (Attachments 1 and 2)

Use of funds shall be administered in accordance with Standard Conditions of Grant (Appendix IV). In case the grant funds were found to have been used improperly or the financial reports have been improperly filled out, WWF reserves the right to terminate the grant’s financing immediately and may choose to deny you the rights to obtain any grants of WWF in the future.

The Project curator of this grant in the WWF Central Asia Regional Programme is [name]. The focal point on your project is [name]. Please address all correspondence and reports related to this project to your project administrator:

|  |  |
| --- | --- |
| via post: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| via E-mail: | [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](mailto:russia@wwf.ru) |

We ask that you include the grant number in all correspondence: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If you are satisfied with the conditions of the grant as outlined herein, Grantee must sign two copies of this letter and initial every page, including the following documents: Legal addresses and bank details of the parties and the list of documents necessary for signing the Grant Letter, and for the transfer of funds (Appendix III), the Standard Conditions of WWF’s Grant (Appendix IV), which include the Grant Terms, the Reporting Instructions (Attachments 1 and 2), the Safeguard Policies (Attachment 3), and the Code of Ethics (Attachment 4). [It is also necessary to sign the Special Conditions of WWF’s Grant for this project (Appendix V), including Data Use Terms & Conditions, Credit and Logo Usage Policy and Procurement Policies]. Please provide one signed copy to the WWF Russia Office, and retain the other signed copy for your own records. Should you have any questions regarding the conditions and the aforementioned requirements of the grants, we shall be glad to discuss those with you. ]

I wish you the best of luck in working on this project.

Yours sincerely,

Mr. P. Gorbunenko

Managing Director

World Wide Fund for Nature (WWF) Russia

**Appendices:**

* Appendix I Project description
* Appendix II Budget
* Appendix III Legal addresses and bank details of the parties and the list of documents

necessary for signing the Grant Letter, and for the transfer of funds.

* Appendix IV Separate agreement - Standard Conditions of Grant (with Attachments)
* Appendix V Separate agreement – Special Conditions of Grant (with Attachments)

**I accept the requirements and conditions of the grant described above.**

[name of grantee] Date:

**Appendix I**

Date: [date] Grant number: [grant number]

**PROJECT DESCRIPTION**

1. **Description of Issue or Problem**

[]

1. **Goals**

[]

1. **Activities fulfilling the grant objectives**

[]

1. **Expected results**

[]

1. **Additional conditions**

[] Reporting Periods

**Appendix II**

Date: [date] Grant number: [grant number]

**BUDGET**

Project fulfilment period: from \_\_.\_\_.20\_\_ to \_\_.\_\_.20\_\_

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| №№ | Expense title | Price,  currency | Quantity | Amount, currency |
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**Appendix III**

Date: [date] Grant number: [grant number]

**Details of the parties and a set of documents required for signing the grant letter and transferring funds.**

|  |  |
| --- | --- |
| **FUND**  World Wide Fund for Nature (WWF) Russia  Registered office:  Bank details:  Bank account:  Correspondent account:  BIC  INN  КПП  ОГРН  ОКПО  ОКВЭД  Managing Director: | **GRANTEE**  Name of the organization:  Address:  Bank details:  Bank:  Account:  SWIFT:  Director: |

**Document checklist:**

1. The Organization Charter (a copy certified by the seal of the organization)
2. Certificate of tax registration (a copy certified by the seal of the organization)
3. Entity Registration Certificate (a copy certified by the seal of the organization)
4. Bank certificate of current account (original, valid for no more than 1 month)
5. The order on the appointment of the head (copy, certified by the seal of the organization)
6. The correspondent bank details of the Grantee's Bank

**Appendix IV**

Date: [date] Grant number: [grant number]

STANDARD CONDITIONS OF GRANT

Organization head: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Grantee name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**General provisions**

1. Changes to the points and conditions of the grant, except those permitted by these Standard Conditions, must be agreed in advance in writing with WWF.
2. In case of violation of important conditions of WWF’s grant, WWF reserves the right to suspend payments under the grant until clarification of the circumstances and making the necessary changes to the Grant Letter. WWF reserves the right to notify the grantee tax inspectorate about the unfair performance of grant obligations.
3. The grant is carried out in the framework of the current legislation of the Grantee’s country.
4. The Grantee undertakes to comply with WWF’s Safeguard Policies that are attached to WWF’s Standard Conditions of Grant.
5. When accepting the financial report, WWF reserves the right not to accept budget expenses whose appropriateness is in doubt.

**Resources**

1. Resources (including financial) provided under the grant by WWF may be used for the purposes specified in the description of the grant and its budget only.
2. The grantee has the right to change the specified budgetary points within 5% of the total amount, with the exception of salaries and compensation, which can’t deviate at all from the approved budget, provided the total expenses do not exceed the approved total budget amount. Changes above this limit require prior written approval by WWF. WWF does not reimburse expenses incurred in excess of the total budget.
3. The Grantee is obliged to spend the funds allocated by WWF in full and on time. The Grantee is obliged to inform WWF about the possible non-use of budget funds two (2) months before the end of the grant period.

**Trips and Field Missions**

1. Air travel related to the implementation of the grant can be reimbursed only for economy class, except in cases specifically agreed with WWF should another class be necessary. In cases where rail transport is used, the travel is reimbursed either for first class or second class (regular compartment and luxury sleeping compartment), excluding those cases where the cost of a railway ticket exceeds the cost of an economy class air ticket to the destination.
2. The per diems associated with the implementation of the grant are paid within the limits established by the approved Grant Budget (Appendix II), and if not specified in the Grant budget, then according to the legislation of the Grantee’s country.

**Main equipment and other resources**

1. All changes in the ownership and use of equipment provided by WWF must be stipulated in writing in advance in an agreement between WWF and the Grantee.
2. All costs associated with the normal operation of all equipment donated or acquired with funds provided by WWF, including all insurances (provided by the Grantee) and taxes, must be paid by the Grantee unless otherwise provided by the budget of the grant. The Grantee also agrees to maintain the equipment in good working condition for at least 5 (five) years from the date of its delivery.
3. All equipment purchased with the grant funds may prominently display stickers with the WWF Panda logo, which can be provided to the Grantee upon a separate request. An exception to this rule applies to equipment used by the inspection staff during operational work, in which case the placement of the WWF Panda logo on the equipment is not allowed.

**Technical support**

1. A technical consultation on the implementation of the grant is provided to the Grantee by WWF.

**Reports**

1. The Project Reports guidance and templates are provided in Attachment 1 and 2 to the Standard Conditions of Grant. WWF reserves the right to require the submission of any reporting materials that are necessary to confirm successful fulfilment of the grant.

**Anti-corruption activities**

1. The Parties will cooperate in the prevention of fraud and corruption, and require that personnel involved, as well as consultants, suppliers, contractors, etc., financed under the grant, refrain from offering to third parties, or accepting or promising on behalf of third parties, for themselves or for any other party, any gifts, remuneration, compensation or benefits of any kind that may be construed as illegal or corrupt practices.
2. The Parties shall immediately inform each other of any cases or suspicions of fraud and corruption referred to in this article and the measures taken, as described in the following paragraph.
3. Each party must take urgent measures to terminate, investigate and, if necessary, apply procedures for prosecution and/or sanctions in accordance with applicable laws and policies, against any person suspected of resource abuse, fraud, or corruption in connection with the Project.
4. Each Grantee agrees to the Code of Ethics, which is Attachment 4 to the Standard Conditions of Grant.

**Confidentiality**

1. Information on the grant usually lies within the public domain and is made freely accessible. However, in some special circumstances, confidentially may be required. In that case, materials and all information regarding the grant, excluding its general description, it can be characterized as confidential by the Grantee himself, and will be used accordingly as long as WWF considers such an attitude necessary.

Attachments: Attachment 1 Reporting Instructions

Attachment 2 Financial report template

Attachment 3 Safeguard Policies

Attachment 4 Code of Ethics (it requires to be signed)

I agree to the Standard Conditions of Grant and implementation of the grant set out above.

[signature of grantee] Date:

**Attachment 1** Acceptance of the Standard Conditions of Grant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: [date] Grant number: [grant number]

**REPORTING INSTRUCTIONS**

WWF generates funds from public donors and, accordingly, is held responsible for their appropriate use. These reports play a very important role in allowing WWF to monitor its conservation activities and associated expenditures; they are also very useful for WWF’s fundraising and information activities.

With a view to standardize and simplify the report making procedure, the following format is to be adhered to:

1. **Progress report on the grant**

These are technical reports which will be appraised by WWF technical employees and, if and when necessary, by other specialists. These reports will also be used to update WWF’s database. These reports should be brief, factual, and not exceed 1500 words. All relevant information must be presented in the following manner:

1. The grant number and title;
2. The timeframe encompassed by the report;
3. The Grantee organization’s name and address;
4. A brief summary of the report (no longer than 1 page) to be used in WWF’s data bank, pertaining to the grants;
5. Introduction: a brief description of the subject, problem specification, or requirements that led to the start of the grant;
6. Purposes and targets.
7. Progress in the grant activities. This section should familiarize WWF with the stage of work on the grant, especially in relation to achieving its goals. Prospects for achieving the goals should be highlighted, as well as obstacles to grant implementation should be described.
8. Evaluation of methodology: the methods that have been developed for the grant must be fully evaluated;
9. Planned activities for the next reporting timeframe;
10. Conclusion.
11. **Final report on the grant**

A final report that must not exceed 3000 words has to be submitted in the same format as above, but replacing paragraph 9 with the following:

1. Conclusion and recommendations. The conclusion must consider the grant’s results in terms of its objective, the resources used and an acceptable methodology. Recommendations for future activities, if necessary, should be as specific as possible and should identify the organization necessary for their implementation. If feasible, the requirements to personnel, costs, equipment, budget, and terms of achievements of such activities should be defined in detail.
2. Equipment status report: limit yourself to describing the vehicles and main equipment, as defined by National laws, that has been obtained on the basis of the grant’s funds:
3. Equipment status, i.e. whether spare parts should be replaced, mileage of the transport vehicles, etc.
4. Appraisal of the equipment as per the grant;
5. Recommendation for future use of equipment if it is not stipulated by the grant; for instance, transferals to federal organizations, usage for a new grant.
6. **The financial report**

The financial report confirms the intended use of grant funds. It must correspond to the project description, objectives and expected results, budget and deadlines. If the grantee is unable to meet the specified deadlines, the Grantee is obliged to request permission from WWF to extend the project in writing.

The costs of the grant must **strictly** comply with the project budget. Grant funds may not be used for any other purposes without prior written consent of WWF.

**Instructions for writing and submitting a financial report to WWF:**

All financial reports are compiled by the Grantee. The grant report must be prepared taking into account the following requirements:

* You are obligated to accurately report all expenditures, and keep copies of all receipts and all reports you send to the WWF.
* Each report sheet must be marked with the number and name of the grant (project), as well as the name of the Grantee;
* All expenses incurred under the grant must be verified by certified copies of documents. The original documents attached to the report must be kept by the Grantee. The copies are certified with a seal and personal signature of the Director and/or the Chief Accountant of the Grantee, with the full titles, full names, and positions. If the report contains a large number of pages, a one-time certification of all pages of the report is allowed, provided that all pages are connected to each other. On the back of the report, attach a sheet of paper with the inscription: "Stapled, numbered and sealed, [number] of certified copies." Stamp the seal and signatures of the Director and Chief Accountant of the Grantee’s organization, with full names and positions;
* All report pages should be numbered. Page numbering is placed in the upper right corner of the page;
* Reports should be prepared in Russian. Documents prepared in other languages ​​must have a Russian translation certified by the Grantee;
* Any documents confirming the fact of spending funds should clearly identify Grantee. Documents confirming payment by another legal or physical entity are not admissible in the financial statements.
* Copies of all primary documents must be of good quality. It is not admissible to use photocopies of stapled documents (for example, a sales receipt and a cash register attached to it), it is forbidden to cut documents (for example, if a receipt paper is longer than one sheet, it is better to split the paper into several receipts);
* Documents in the financial statements confirming grant fund spending on dates other than those specified in the Grant Letter will not be admissible;
* Specific deadlines for financial statements submission are agreed with the project manager, manager or administrator of the project or are described in the Project Description (Appendix I to the Grant Letter).
* When receiving funds in one currency, and spending in another, documents confirming currency exchange fact during the grant period of expenditure of funds are required. Such documents may be certificates, exchange point receipts (for individuals), or bank statements (for legal entities) only.

Before purchasing goods and services in an amount equal to or greater than 5 000 (five thousand) USD, you must inform WWF Russia of these plans, and we will provide you with additional instructions.

It could happen that receipts to be provided with your financial report might contain items that should not be included in the financial report. In such cases, you should highlight the amount included in the report.

For example:

* the receipt contains several amounts, of which one needs to be included in the report;
* the total sum in a payment order contains an amount that needs be included in the report;
* a phone bill which includes several phone conversations, only some of which pertain to the project and need to be calculated and included in the report.

In such cases, a copy of the receipt must be accompanied by a statement made by the Grantee’s designated financial report writer, written as follows: “Please accept receipt # \_\_\_\_\_\_\_\_ for the financial report for grant number\_\_\_\_\_\_\_\_ in the amount of \_\_\_\_\_\_\_\_\_\_.”

**ATTENTION! DO NOT** cross out items not pertaining to the financial report.

**Supporting documents:**

The dates of all supporting documents must correspond in time to the period for which the grant is allocated. Supporting documents whose dates of issue (clearance) are outside of the grant dates are not allowed to include in the report. **The standard requirements for documents and their contents are listed below, but the requirements can be adjusted by the Grantee depending on the requirements of the legislation of the Grantee's country**.

You must have the following types of documents:

For payments for services:

1. A payment order to the address of the service provider or cash receipt from the service provider or cashier’s check.

**Attention!** You must make copies of the cash receipts timely. Faded and unreadable cash receipts are not accepted for the grant report!

**The cash receipt** must meet the requirements of national legislation.

1. Contract, invoice and / or invoice of the service provider or receipt (postal services, communication services);
2. The act of providing services (with the exception of postal and communication services), the act of acceptance and transfer of work performed.

For payments for goods:

1. Payment order to the address of the supplier of the goods or a cash receipt from the supplier of the goods or a cash voucher
2. The invoice and/or invoice of the supplier of the goods (when paying with payment orders or through receipt cash orders);
3. Invoice from the supplier or a sales receipt (when paying through the cash register).
4. Advance report on business expenses (with cash payment)
5. A cash order for the payment of accountable amounts

**The sales receipt** is issued at the time of payment for the goods (work, services) and must contain the following information:

* Title of the document;
* The serial number of the document, the date of its issuance;
* Name for the organization (surname, name, patronymic - for the individual entrepreneur);
* Taxpayer identification number assigned to the organization (individual entrepreneur) issued the document;
* Name and quantity of paid purchased goods (completed works, rendered services);
* The amount of payment made in cash and (or) using a payment card;
* Position, surname and initials of the person who issued the document, and his personal signature.

For Travel Payments:

1. Ticket and receipt of payment for any additional services (bed linen in railway transport)
2. A travel order, official assignment
3. An advance receipt for travel expenses
4. An order for payment of travel expenses

Staff Payments (for legal entities):

1. Expenditure orders or payment orders and payroll.

For Fuel Payments:

1. Cash receipts for fuel, travel sheets
2. An advance report on business expenses
3. A cash order for the payment of accountable amounts

The report signed by the Grantee is submitted to the project coordinator for approval and confirmation of the appropriateness of costs.

If the Grantee wishes additional advice on grant accounting and financial statements should contact their assigned curator.

1. **The public relations report**

Press releases, illustrated articles, and regular WWF’s publications connect WWF’s projects and the general public. The quality of such publications depends on the regularity of information flow on the grant. The types of information required for this activity are listed below:

1. PR reports must be written in an easy to read language without technical terminology. The PR report must explain the goals of the project as well as its organizational structure. How does it fit in the local conservation landscape, and what purpose does it serve? Such reports can include interesting stories, jokes, or accounts relating to difficult moments in the field and funny situations. You may also find it useful to describe typical everyday situations or work experience with the local participants and volunteers.
2. Photographs are very important. Photographs may be included into the report, but must also be emailed as separate files simultaneously with the PR report. Photos must be “action shots”, i.e. animals must be doing something interesting; people must be shown in action, preferably out in the field. All photos of transport must clearly show the Panda logo. When possible, show local people working in the area covered by the grant.
3. It is desirable to include the statements of the local authorities about the importance of the grant, its progress, achievements and problems. It is particularly useful to cite high-ranking governmental officials.
4. It is important to quote local and national politicians in regards to conservation work, its achievements and relevance of the grant.
5. Please place information regarding WWF support on all printed materials, publications, and notices. Please also include WWF logos on these materials. Image layouts can be sent to the Grantee upon request.
6. When including WWF logos, the WWF corporate style must be observed. Technical characteristics of the image can be sent to the Grantee upon request.
7. WWF Public Relations Department will request such reports from time to time. We will also welcome additional information on a voluntary basis.

**Attachment 2** Acceptance of the Standard Conditions of Grant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: [date] Grant number: [grant number]

**TITLE PAGE**

**Financial report template**

Project name

Grant number

Grantee name

Reporting period

Amount of financing under the Agreement:

|  |  |
| --- | --- |
|  | Total amount (currency) |
| Total financing received |  |
| 1st payment (No., date) |  |
| 2nd payment -(No., date) |  |
| 3rd payment (No. , date) |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Approved budget category** | **Budget (currency)** | **Expenses of the previous period (currency)** | **Expenses for the reporting period  (currency)** | **Total expenses (currency** | **Remainder/Overrun (currency)** |
|  |  | 1 | 2 | 3 | 4 = 2 + 3 | 5 = 1 - 4 |
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|  | **TOTAL:** | **0,00** | **0,00** | **0,00** | **0,00** | **0,00** |

CEO [signature]

Chief accountant [signature] [seal]

Date: [date]

|  |  |
| --- | --- |
| **COST DESCRIPTION FOR THE FINANCIAL REPORT** | |
| Grant number:  Project title: |  |
| Grant recipient: |  |
| Total amount: |  |

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| --- | --- | --- | --- | --- | --- | --- |
| **Budget category** | ***Exchange rate*** | ***Date*** | ***Sum/USD*** | ***Sum/Local currency*** | ***№ page in the Report*** | ***Documents*** |
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| Итого |  |  |  |  |  |  |

CEO [signature]

Chief accountant [signature] [seal]

Date: [date]

**Attachment 3** Acceptance of the Standard Conditions of Grant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: [date] Grant number: [grant number]

**SAFEGUARD POLICIES**

As the Grantee, you agree to comply with the safeguard policies of WWF, and comply with the safeguard measures described in this Attachment. If your project triggers any of the items listed in the safeguard policy and could potentially carry negative consequences, you are requested to immediately notify the curator of your grant. Informing the curator and triggering a safeguard does not mean that you will not be able to complete your project. In most cases, you will simply need to submit an additional safeguard document, which will help you think through the project's potential consequences, and establish a grievance mechanism. We can advise you on any specific requirements needed for compliance. You will be responsible for timely information, monitoring and implementing any needed measures.

**Summaries of Safeguard Policies:**

ENVIRONMENTAL ASSESSMENT

The project should not cause, nor facilitate, any significant loss or degradation of forests or other natural habitats. Any activity funded by WWF should be consistent with existing PAs (Protected Areas) management plans or other resource management strategies applicable to local situations.

INVOLUNTARY RESETTLEMENT

Activities involving resettlement of local people or land acquisition are not allowed under WWF funding program. Particular attention is given to mitigating foreseen and unforeseen impacts of involuntary restrictions on access to natural resources, such as may arise through establishment or strengthening of PAs (Protected Areas).

INDIGENOUS PEOPLES

Many of the world’s remaining areas of high biodiversity overlap with lands occupied and used by indigenous peoples. WWF encourages proposals that support indigenous peoples and other local communities in community-based conservation and activities that enhance local tenure and sustainable resource management. All Fund’s projects working in areas with indigenous people must follow the principle of free, prior and informed consent.

PEST MANAGEMENT

WWF may support projects related to agriculture extension services or invasive species management. These projects may include the procurement, handling, storage and use of pesticides. No pesticides that are unlawful under national or international law will be supported under the project.

BEST PRACTICES IN STAKEHOLDER ENGAGEMENT

Organizations applying for WWF’s grants are expected to identify the range of stakeholders that may be interested in their actions and consider how external communications might facilitate a dialogue with all stakeholders during design and, later, implementation of the project. Stakeholders, in particular local and indigenous communities, should be informed and provided with information regarding project activities.

HEALTH AND SAFETY PLAN

For projects that may involve activities that might require attention to health and safety issues, such as handling of dangerous animals or construction, grantees may be requested to complete a health and safety plan.​ Potential consequences to communities’ health and safety are addressed through the plan, including consequences of engagement with employees of conservation agencies and organizations.

PHYSICAL CULTURAL RESOURCES

WWF will not fund any activity that involves the removal or alteration of any physical cultural resources (defined as movable or immovable objects, sites, structures, and natural features and landscapes that have archaeological, paleontological, historical, architectural, religious, aesthetic, or other cultural significance). These may, however, be present in project areas and measures should be put in place to ensure that they are identified and adverse effects avoided.

**We do not support the following activities:**

I. Weapons and munitions. The restriction does not apply to field knives, bush knives, machetes and other essential field or safety gear provided to employees of conservation agencies and organizations. Equipment needed for research or translocation of wildlife is also permitted.

II. Military activities. Use of rangers, eco-guards, participation in the project of employees of conservation agencies and organizations, or similar personnel is not considered a military purpose as long as such persons are subject to the authority of civil administrative bodies, including those run by legitimate political in fragile situations as defined by the World Bank. “Legitimate” here means political organizations that are not banned by national governments nor on any international banned lists issued by foreign governments and the UN.

III. Activities involving harmful or exploitative forms of forced labor/harmful child labor, except for volunteer labor.

IV. The procurement or use of formulated products that are in World Health Organization (WHO) Classes IA and IB, or formulations of products in Class II, unless there are restrictions that are likely to deny use or access by lay personnel and others without training or proper equipment. WHO Class IA denotes Extremely Hazardous Products, Class IB denotes Highly Hazardous Products, and Class II denotes Moderately Hazardous Products.

V. Not allow the procurement or use in its projects pesticides and other chemicals specified as persistent organic pollutants identified under the Stockholm Convention;

VI. Conversion or degradation of critical natural habitats, especially those that are legally protected, officially proposed for protection, or identified as having high conservation value;

VII. Introduction of, or increased competitiveness of, species known to be invasive into new environments.

[signature of grantee] Date:

**Attachment 4** Acceptance of the Standard Conditions of Grant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: [date] Grant number: [grant number]

**CODE OF ETHICS:**

1. Scope of Applicability

The following ethics standards apply to all recipients of grant funds. These entities are responsible for the deposit or transfer of, or take or influence decisions regarding the use of Grant funds received from WWF. Grant recipients are employees, agents, sub-contractors and sub-recipients of the Grantee.

1. Ethics Standards

Grantee organizations are expected to observe the highest standards of professional and personal ethics in the implementation of projects funded by WWF.

**Any violations of the Code of Ethics should be reported to the WWF Hotline at** [**info@wwf.ru**](mailto:info@wwf.ru)**.**

The Grantee shall communicate and advertise the below ethics standards and inform all Grantee organizations of the availability of the **WWF Hotline** for complaints related to the Project.

Grantees organizations are required to implement monitor and enforce compliance with the Code of Ethics that substantially reflects the following ethics standards:

Integrity:

* Act in good faith, responsibly, with due care, competence and diligence and maintain the highest professional standards at all times.
* Comply with Funding Terms and Conditions, internal policies of the Donee as well as all applicable laws, rules and regulations, domestic and international, in every country where the Donee does business and where Project related activities are carried out.
* Reflect actual expenses or work performed in expense reports, time sheets, and other records.
* Never engage in any of the following acts: falsification of business documents, theft, embezzlement, diversion of funds, bribery, or fraud.

Transparency:

* Perform duties, exercise authority and use Grant funds and assets procured with Grant funds for Project purposes and never for personal benefit.
* Avoid conflicts of interest and not allow independent judgment to be compromised.
* Not accept gifts or favors from Project vendors/suppliers, sub-recipients or sub-contractors in excess of token gifts.

Accountability:

* Disclose to WWF, at the earliest opportunity, any information they have or become aware of, that may result in a real or perceived conflict of interest or impropriety.
* Exercise responsible stewardship over Donation funds and assets procured with Donation funds; spend funds wisely, in furtherance of the project.
* Manage programs, activities, staff and operations in a professionally sound manner, with knowledge and wisdom, and with the goal of a successful project outcome.

Confidentiality:

* Not disclose confidential or sensitive information (capable of causing financial and reputational damage) obtained during the course of the project.

Mutual Respect and Collaboration:

* Assist WWF, Project partners and beneficiaries in building the necessary capacity to carry out the Project efficiently and effectively and to manage Funds in a fiscally and operationally prudent manner.

**I hereby acknowledge receipt of the Code of Ethics and certify agreement and compliance therewith.**

[signature of grantee] Date:

**Appendix V**

Date: [date] Grant number: [grant number]

SPECIAL CONDITIONS OF THE GRANT

within the framework of the Project

"Conservation of key areas of biodiversity in the Mountains of Central Asian”

Date: [date] Grant number: [grant number]

Grantee name [name]

Grantee Address:

These special conditions relate to grants allocated by the World Wide Fund for Nature (WWF) within the framework of the project "Conservation of key areas of biodiversity in the Mountains of Central Asian".

Funding in support of this Agreement is made available from the Critical Ecosystem Partnership Fund (“CEPF”), a multi-donor fund consisting Conservation International Foundation (“CI”), International Bank for Reconstruction and Development ("IBRD"), the Global Environment Facility through CI as implementing agency (“GEF”), the Government of Japan through IBRD as trustee of grant funds provided by the Ministry of Finance  (“Japan”), Agence Française de Développement  (“AFD”), and the European Union (“EU”) --  hereafter together referred to as "the Funding Sources". CEPF is administered by CI.

The Grantee shall inform WWF of any decision or event which might affect the organization, completion or operation of the Project.

1. USE OF FUNDS AND RESOURCES.
   1. This is a Cost Reimbursement Grant under which the World Wide Fund for Nature agrees to reimburse the Grantee for actual costs incurred in the performance of approved Project activities up to the total amount specified in the Grant. Accountability is based on technical progress, financial accounting and fiscal reporting. All funds (including any interest thereon), equipment, property and/or any other thing of value provided under this Grant, any credits or refunds received from sub-recipients, sub-contractors, vendors/suppliers under the Project shall be used solely for Project activities. Only expenditures for reasonable, approved, and documented costs as identified in Appendix I and Appendix II (Project Proposal and Project Budget, respectively) are allowable. All expenses, including salary costs, funded by the Project must be supported by adequate documentation. Grantee hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement.
   2. The Grantee is responsible for the implementation and monitoring of any required safeguard instrument or other required measures to address Safeguard Policies, as described at https://www.cepf.net/sites/default/files/cepf-environmental-and-social-management\_framework-june-2017.pdf. Grantee hereby expressly binds itself to include this provision in all sub-contracts and sub-awards issued under this Agreement.
   3. Grantee may allocate up to 5% of the total Grant between direct cost line items, not to exceed the approved total. Grantee shall request and receive written approval from World Wide Fund for Nature prior to making any changes to the indirect costs line item, other changes to the budget or to the objectives, target areas, methodology, or timeline of the Project. Grantee hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement.
   4. Any funds (including any interest thereon) remaining with Grantee at the termination or expiration of the Grant term shall be returned to World Wide Fund for Nature and Grantee shall reimburse World Wide Fund for Nature for any disallowed expenditures. Grantee hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement.
   5. All funds provided under this Grant in U.S. Dollars that are exchanged to local currency must be exchanged at the best available rate through the channels authorized by applicable laws and regulations. Transactions must be verified through bank receipts or other documents or publications sufficient to demonstrate the legality of such transactions. Grantee hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement.
   6. Grant funds (including any interest thereon) shall not be expended to carry on propaganda or otherwise attempt to influence legislation or any public election. Funds may only be used to engage in activities that are for charitable, scientific, literary or educational purposes. Grantee hereby expressly binds itself to include this provision in all sub-contracts and sub-awards issued under this Agreement.
   7. Grant funds shall not be expended for land acquisition, and no expenditures shall be made for activities resulting in the physical relocation of people. Grantee hereby expressly binds itself to include this provision in all sub-contracts and sub-awards issued under this Agreement.
   8. Grant funds shall not be expended (i) for any payment to persons or entities listed on any financial sanction list maintained by the United Nations, European Union, France and the United States of America or other jurisdiction where Project activities are carried out, (ii) for any payment to purchase, supply, finance any supplies, services or sectors which are subject to an embargo by the United Nations, the European Union, France, United States or other jurisdiction where Project activities are carried out, or (iii) for penalties on late payments imposed by suppliers except if such penalties were incurred in connection with a disputed payment which was under arbitration or litigation. The Grantee hereby expressly binds itself to include this provision in all sub-contracts and sub-awards issued under this Agreement
   9. Grant funds (including any interest thereon) shall not be expended for payments that are, or give the appearance of, a conflict of interest. A conflict of interest exists when the impartial and objective exercise of the functions of any person implementing the Agreement is compromised and includes transactions in which an individual’s personal or financial interests conflict or appear to conflict with his/her official responsibility. Examples include, but are not limited to, such transactions as payments to the business partner(s) of the project director, co-project director, or members of their immediate families for salaries, expense reimbursement, or any other type of compensation, or payments to organizations in which the project director, co-project director, or member(s) of their immediate families have a financial interest. The Grantee hereby expressly binds itself to include this provision in all sub-contracts and sub-awards issued under this Agreement.
   10. Grantee hereby certifies that no assistance, payments, or anything of value (monetary or non-monetary), shall be made, promised, offered to or accepted by any government employee or official (1) in contravention of any U.S. law (including the U.S. Foreign Corrupt Practices Act) or other applicable law or regulation in the jurisdiction of Grantee’s incorporation or the jurisdiction of any country where Project activities are carried out; (2) without the express consent of the government for which the employee or official works; and (3) that is not reasonable, bona fide, and directly related to the activities funded under this Grant. It is Grantee's responsibility to ensure compliance with this clause, and to maintain, and provide at CI or World Wide Fund for Nature, request, documentation demonstrating such compliance. Grantee hereby certifies that no payments or other form of assistance shall be accepted by or made to any government employee or official, including Grantee, (a) to influence any official government act or decision, (b) to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty, or (c) to obtain or retain business for, or direct business to any individual or entity. If Grantee is a government official or employee, Grantee shall recuse himself or herself from any governmental act or decision affecting CI or World Wide Fund for Nature and shall not influence any governmental act or decision affecting CI. Under no circumstances shall any payments or anything of value be made, promised, or offered to any U.S. Federal, State or local employee or official. Grantee hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement.
   11. The Grantee shall use its best efforts to minimize the financing of any taxes on goods and services, or the importation, manufacture, procurement or supply thereof. If the Grantee is eligible to apply for refunds on taxes paid, the Grantee shall do so. All such reimbursements received by the Grantee for taxes paid under this Grant shall be used for Project purposes. The Grantee hereby expressly binds itself to include this provision in all sub-contracts and sub-awards issued under this Agreement.
2. PROJECT MONITORING.
   1. Record Keeping and Required Documentation. Grantee shall segregate funds received and expenses incurred under this Grant from other sources of funding, including other World Wide Fund for Nature grants. Grantee shall keep all pertinent records, both financial and technical, relating to this Grant in its original form (electronic as the case may be) for a period of 7 (seven) years following the termination or expiration of this Grant. CI and World Wide Fund for Nature,its representatives, assignees, and representatives from each of the Funding Sources reserve the right to inspect, review or audit any and all records relating to this Grant.

All reported expenditures and financial transactions must reflect actual costs incurred. Accounting records shall trace back to and be documented by source documentation (e.g., cancelled checks, paid bills, cancelled invoices, packing slips, payroll documents, time and attendance records, and sub-grants/sub-contract agreements). Documentation shall demonstrate that costs are (i) reasonable, allocable, and allowable, (ii) incurred in accordance with all Funding Terms and Conditions, (iii) treated consistently, (iv) and determined in accordance with International Accounting Standards (IAS).

* 1. Desk Reviews and Site Visits. CI and World Wide Fund for Nature regards monitoring of project activities as essential to effective grant making. CI and World Wide Fund for Nature, its representatives and assignees, and representatives from each of the Funding Sources, may conduct desk reviews and/or site visits to review project progress and results. Grantee will provide proof of asset acquisition as requested by World Wide Fund for Nature. To the extent possible, World Wide Fund for Natureshall advise Grantee of any site visit in reasonable advance.
  2. Grantee hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement.

1. ACTS OF CORRUPTION, FRAUD OR ANTI-COMPETITIVE PRACTICE; FUND FROM ILLICIT ORGIN.
   1. Act of Corruption means any of the following:
      1. the act of promising, offering or giving, directly or indirectly, to a Public Official or to any person who directs or works, in any capacity, for a private sector entity, an undue advantage of any nature, for the relevant person himself or herself or for another person or entity, in order that this person acts or refrains from acting in breach of his or her legal, contractual or professional obligations and, having for effect to influence his or her own actions or those of another person or entity; a “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
      2. the act of a Public Official or any person who directs or works, in any capacity, for a private sector entity, soliciting or accepting, directly or indirectly, an undue advantage of any nature, for the relevant person himself or herself or for another person or entity, in order that this person acts or refrains from acting in breach of his or her legal, contractual or professional obligations and, having for effect to influence his or her own actions or those of another person or entity
   2. Anti-Competitive Practice means:
      1. any concerted or implicit action having as its object and/or as its effects to impede, restrict or distort fair competition in a market, including without limitation when it tends to: (i) limit market access or the free exercise of competition by other companies; (ii) prevent price setting by the free play of markets by artificially favoring the increase or decrease of such prices; (iii) limit or control any production, markets, investment or technical progress; or (iv) share out markets or sources of supply;
      2. any abuse by a company or group of companies of a dominant position within a domestic market or in a substantial part thereof; or
      3. any bid or predatory pricing having as its object and/or its effect to eliminate from a market, or to prevent a company or one of its products from accessing the market.
   3. Fraud means any unfair practice (acts or omissions) deliberately intended to mislead others, to intentionally conceal elements there from, or to betray or vitiate his/her consent, to circumvent any legal or regulatory requirements and/or to violate internal rules and procedures of the Beneficiary or a third party in order to obtain an illegitimate benefit.
   4. Fraud against the Financial Interests of the European Community means: any intentional act or omission intended to damage the European Union budget and involving (i) the use or presentation of false, inaccurate or incomplete statements or documents, which has as it effect the misappropriation or wrongful retention of funds or in any illegal reduction in resources of the general budget of the European Union; (ii) the non-disclosure of information with the same effect; and (iii) misappropriation of such funds for purposes other than those for which such funds were originally granted.
   5. Illicit Origin means funds obtained through:
      1. the commission of any designated categories of offences under FATF 40 (<https://www.fatf-gafi.org/media/fatf/documents/FATF%20Standards%20-%2040%20Recommendations%20rc.pdf>)
      2. Any Act of Corruption; or
      3. Any Fraud against the Financial Interests of the European Community, if or when applicable
   6. The Grantee shall (i) use its best efforts ensure that its assets and all third-party funds invested in the Project will not come from Illicit Origin the Project, (ii) ensure that the Project (in particular during the negotiation, entry into and performance of any sub-donations or sub-contracts financed by the Donation) shall not give rise to any Act of Corruption, Fraud or Anti-Competitive Practice, (iii) inform CI and WWF immediately upon becoming aware of or suspecting any Act of Corruption, Fraud or Anti-Competitive Practice, (iv) take all necessary measures to remedy the situation in a manner satisfactory to WWF, CI and the Funding Sources and within the time period determined by WWF, CI and/or the Funding Sources, and notify CI immediately of any information which leads to suspect the Illicit Origin of funds invested in the Project. The Grantee hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement
   7. If WWF and CI determine that the Grantee has engaged in an Act of Corruption, Fraud or Anti-Competitive Practice in competing for or in executing this Agreement, then WWF and CI may suspend payments and terminate this Agreement for cause in accordance with Paragraph 2 of the General Provisions of the “STANDARD CONDITIONS OF GRANT” of this Agreement.
   8. Further, if WWF and CI determines that the Grantee has engaged in Act of Corruption, Fraud or Anti-Competitive Practice in competing for or in executing this Agreement, the Grantee shall reimburse WWF for the amount of the Donation with respect to which an Act of Corruption, Fraud of Anti-Competitive Practice has occurred.
   9. The Grantee hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement
2. INSTRUCTIONS, INSPECTIONS AND AUDITS.

The Grantee shall permit each of the Funding Sources to inspect the site and/or the accounts and records of the Grantee relating to the performance of the Grant, and to have such accounts and records audited by auditors appointed by the World Bank or any of the other Funding Sources, if requested by the World Bank or any other Funding Source. Grantee hereby expressly binds itself to include this provision in all sub-contracts and sub-awards issued under this Agreement.

1. PROCUREMENT OF GOODS AND SERVICES.

a.The Grantee shall comply with the Procurement Policies and Procedures, Attachment 3 of Special conditions. All procurement processes shall be undertaken with transparency, fairness, economy and efficiency. Procurement records shall be made available to CI, World Wide Fund for Nature, its representatives and assignees, upon request for a period of 10 years. Notwithstanding the foregoing, the Grantee is authorized to purchase goods and services with a total cost equal to or in excess of US$5,000 only with the specific, prior, written approval of World Wide Fund for Nature**.** The Grantee must submit a written request to WWF, describing the proposed item, its cost, and the programmatic justification for such purchase. No purchases with total cost in excess of US$5,000 are authorized without written approval from the curator of this grant.

b. Title to any equipment and other property purchased with Grant funds (including any interest thereon) shall be in the name of Grantee until World Wide Fund for Nature provides permanent disposition instructions at the expiration or other termination of this Grant. Grantee agrees to provide adequate insurance for motorized vehicles and for all equipment with a unit cost equal to or greater than five thousand U.S. Dollars (US$5,000) purchased with Grant funds. Grantee shall notify World Wide Fund for Nature prior to purchasing any such vehicles or equipment if adequate insurance cannot be procured. In addition, Grantee agrees to properly maintain all equipment and other property purchased with Grant funds.

c. Unless otherwise agreed in writing by World Wide Fund for Nature, goods and services shall be dedicated solely to achieve the objectives contemplated by the parties hereunder.

d. Grantee undertakes to require from all bidders and selected suppliers or contractors the duly signed Statement of Integrity as required in Appendix 1 of Attachment 3 of these Special Conditions.

e. Ex-post publication of information on contractors:

(1) The Grantee shall publish, on an annual basis, on its internet site or other public forum, the following information on procurement contracts exceeding fifteen thousand United States Dollars (USD 15,000): title of the contract/project, nature and purpose of the contract/project, name and locality of the contractor and amount of the contract/project. The term “locality” shall mean the address for legal persons and the subnational region for natural persons. This information shall not be published for scholarships paid to natural persons and other direct support paid to natural persons in most need. This information shall be published with due observance of the requirements of confidentiality, security, and in particular the protection of personal data.

(2) The Grantee shall provide to World Wide Fund for Nature the address of the internet site where the aforementioned information is published and authorizes the publication of such address on the internet sites of CI and the Funding Sources.

1. OWNERSHIP OF INTELLECTUAL PROPERTY.
   1. The Parties agree that any non-sensitive results data collected, procured or otherwise developed under this Grant may be made publicly available by CI and World Wide Fund for Nature, in accordance with its Data Terms and Conditions as Attachment 1 of Special Conditions or terms compatible and substantially the same as Date Use Terms and Conditions.
2. Any information gathered by Grantee, and creative work developed by Grantee under this Grant, including without limitation any data, datasets, research, knowledge and all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media (the ‘Work’), shall remain the intellectual property of Grantee, provided however that Grantee hereby irrevocably grants to CI, and each of the Funding Sources and all members of the World Bank Group, if applicable, a perpetual, royalty free, non-exclusive right to copy, distribute, publish, use, and prepare derivative works from the Work for any purpose, in any media, and in any territory for non-commercial use.
3. COMPLIANCE
   1. The Grantee represents and warrants compliance today and throughout the Donation Term, with all U.S. export, trade control, and sanctions laws, antiterrorism laws, and anti-money laundering laws, including but not limited to the USA PATRIOT Act, the laws administered by the United States Treasury Department’s Office of Foreign Asset Control, Executive Order 13224 as if such aforementioned laws and regulations directly reached the activities of the Grantee.
   2. The Grantee represents and warrants compliance today and throughout the Donation Term with any laws that apply in the jurisdiction in which the Grantee is operating or carrying out Project related activities, including, but not limited to, anti-bribery laws, safety, labor and employment laws (including conventions of the International Labour Organization), tax laws, laws that pertain to the publication of information encouraging tax transparency, data protection and privacy laws, laws pertaining to ethics, protection of indigenous peoples and human subject data research, and environmental protection, and international environmental conventions with respect to environmental protection which are not conflicting with applicable law and commits to include in the competitive bid documentation and procurement contracts a clause whereby each contractor undertakes and procures that its sub-contractors (if any) undertake, to comply with such international standards in accordance with the applicable laws and regulations of the country in which the Project is being implemented
   3. Grantee represents and warrants that it is legally registered, authorized to do business and/or has procured any necessary permits or licenses required to carry out Project related activities in the jurisdiction of Project implementation and to grant CI the rights described in Section 6.
   4. Grantee hereby expressly binds itself to include language substantially reflecting the terms of this provision in any competitive bid documentation as well as sub-contracts and sub-awards issued under this Agreement.
4. ACKNOWLEDGEMENTS/PUBLICATIONS AND LOGO.
   1. Publications. Grantee agrees to provide CI with at least 5 copies of any article, report, media interview or other publication or broadcast relating to activities covered under this Grant. An electronic copy shall be provided, where available, and can be substituted for the 5 hard copies.
   2. Acknowledgements and Logos. Grantee agrees to acknowledge WWF and CEPF as detailed in the full Credit and Logo Policy incorporated herein as Attachment 2 of Special Conditions, in all publications, reports and publicity arising from activities carried out under a CEPF grant. In text credits the full name Critical Ecosystem Partnership Fund shall be used. Use of the CEPF logo must be approved in advance in writing by CEPF. Any use of CEPF donor logos is expressly prohibited.
5. COMPLAINT MECHANISM.

The Grantee shall be encouraged to contact the WWF staff or CEPF Grant Director (Daniel Rothberg [drothberg@cepf.net](mailto:drothberg@cepf.net)) if they have additional questions about WWF’s decisions made about this Donation. If the Recipient is not satisfied with the response, a grievance may be submitted to the CEPF Executive Director at cepfexecutive@conservation.org.

If the Grantee wishes to file another complaint related to the administration of the Project or Donation Funds, a complaint may be submitted to the CI Ethics Hotline at www.ci.ethicspoint.com or via phone to a local dial-in number displayed at www.ciethicspoint.com. All complaints will be treated as confidential to the extent possible, with the understanding that confidentiality may not be maintained where identification is required by law.

The Grantee must inform its sub-contractors, as well as all persons who may be affected by the project, of the possibility to complain about the Grantee's actions during the project implementation at the same addresses and in the same manner as indicated in the previous two paragraphs.

Attachments: Attachment 1 Data Use Terms & Conditions

Attachment 2 Credit and Logo Usage Policy

Attachment 3 Procurement policies

**Attachment 1**

**Data Use Terms & Conditions**

Data sets may be reproduced, distributed, or used to produce and distribute derivative works, provided, however, that:

1. the data sets are appropriately attributed to the data set creator/owner as indicated in the metadata,
2. when used in a publication, the publication includes a citation in the format indicated in the metadata,
3. the user informs WWF and CEPF via email at the email address indicated in the meta data about any use of the data sets in a publication or derived work,
4. any digital object identifier (“DOI”) included in the data set remains intact,
5. any modification of the original data set is clearly marked as a modification,
6. works substantially derived from the data sets may be reproduced, distributed, or used to produce and distribute derivative works under terms not less restrictive than these data use terms, and
7. any distribution of data sets includes the following disclaimer of warranty: “These data sets are provided “as is” and without any warranty of any kind, either express or implied, whether of title, of accuracy, of non-infringement, of the absence of errors, of fitness for purpose, or otherwise.”

**Attachment 2**

**Critical Ecosystem Partnership Fund Credit and Logo Usage Policy**

All publications, reports and publicity materials produced with the grant of the Foundation and its donor – the Critical Ecosystem Partnership Fund (CEPF) must contain a reference to WWF and CEPF.

All Web sites created with WWF’s support or publicizing lists of donors (including CEPF funding sources) or materials arising from WWF’s Donation shall also include a link to the CEPF Web site, www.cepf.net.

In text credits and references, the full name shall be used, rather than the acronym.

When the name Critical Ecosystem Partnership Fund is translated, it shall be translated as follows:

* Bahasa: Dana Kemitraan Ekosistem Kritis
* Chinese: 关键生态系统合作基金
* French: Fonds de partenariat pour les écosystèmes critiques
* Portuguese: Fundo de Parceria para Ecossistemas Críticos
* Russian: Фонд сотрудничества для сохранения важнейших экосистем, находящихся в уязвимом состоянии
* Spanish: Fondo de Alianzas para los Ecosistemas Críticos

The following description shall also be used: "The Critical Ecosystem Partnership Fund is a joint initiative of l’Agence Française de Développement, Conservation International, the European Union, the Global Environment Facility, the Government of Japan and the World Bank. A fundamental goal is to ensure civil society is engaged in biodiversity conservation.”

When the description is translated, it shall be translated as follows:

* French: "Le Fonds de partenariat pour les écosystèmes critiques est une initiative conjointe de l’Agence Française de Développement, Conservation International, l’ Union européenne, du Fonds pour l’Environnement Mondial, du gouvernement du Japon et de la Banque Mondiale. Un objectif fondamental est de garantir que la société civile est engagée dans la conservation de la biodiversité."
* Portuguese: “O Fundo de Parceria para Ecossistemas Críticos é uma iniciativa conjunta da Agência Francesa de Desenvolvimento, da Conservação Internacional, União Europeia, da Gestão Ambiental

I agree with the Special conditions of the grant of the World Wide Fund for Nature of Russia set out above.

[signature of grantee] Date:

**Attachment 3 Procurement Policies**

Procurement Guidelines for AFD-Financed Contracts in Foreign Countries

Agence Française de Développement

OCTOBER 2019

FOREWORD

As a public entity, Agence Française de Développement (AFD) is required to ensure that the funding it provides for its activities in foreign countries is used for the intended purpose. This specifically involves verifying that funds are properly allocated and that the principles of economy and efficiency are complied with, in line with International Good Practices, when, works, plants, goods, consulting services or non-consulting services are procured by the Beneficiaries of AFD's financing.

The purpose of the present Guidelines is to specify AFD's requirements for procurement, to render them binding upon the Beneficiary and to specify the scope of reviews that AFD undertakes on AFD-financed procurement.

These Guidelines comprise two sections:

* Common provisions applicable to all AFD-financed procurement;
* Provisions applicable to Beneficiaries that are not subject to Public Procurement Regulations.

TABLE OF CONTENTS

DEFINITIONS

1 COMMON PROVISIONS APPLICABLE TO ALL AFD-FINANCED PROCUREMENT

1.1 Scope of application of the Guidelines

1.1.1 Persons subject to the Guidelines

1.1.2 Procurement subject to the Guidelines

1.1.3 Specific cases

1.2 General principles governing procurement

1.2.1 Compliance with law applicable to the Beneficiary

1.2.2 Compliance with International Good Practices

1.2.3 Statement of Integrity

1.2.4 Direct Contracting

1.2.5 Responsibility for Procurement and Contract Performance

1.2.6 Advertising

1.3 Eligibility Criteria

1.3.1 Rules of nationality and of origin

1.3.2 Grounds for exclusion

1.3.3 Conflict of interest

1.3.4 Embargos

1.4 Corruption and Fraud

1.5 Environmental, Social, Health and Safety (ESHS) Responsibility, and Security

1.5.1 Environmental, Social, Health and Safety (ESHS) Responsibility

1.5.2 Security

1.6 Reviews by AFD

1.6.1 Procurement Plan

1.6.2 No Objection Letter – Prior Review

1.6.3 Post reviews

1.6.4 Retroactive financing

1.6.5 Sanction for misprocurement

2 CONTRACTS AWARDED BY BENEFICIARIES NOT SUBJECT TO PUBLIC PROCUREMENT REGULATIONS

2.1 General framework applicable to all Beneficiaries

2.2 Beneficiaries having their own internal procurement procedures

2.3 Beneficiaries having no internal procurement procedures

2.3.1 Rules common to all procurement procedures

2.3.2 Rules applicable to consulting services

2.3.3 Rules applicable to the procurement of goods

2.3.4 Rules applicable to the procurement of works and plants

2.3.5 Other contract types

2.4 Specific case of concessions granted by public authorities

APPENDIX 1 - Statement of Integrity, Eligibility and Environmental and Social Responsibility

APPENDIX 2 - Statement for Contracts to be refinanced

DEFINITIONS

Capitalized terms used in the following Guidelines shall have the meaning ascribed to them in this Section.

Unless otherwise defined therein, all the capitalized terms in the present Guidelines shall have the meaning ascribed to them in the Financing Agreement.

Act of Corruption

Means any act of Corruption of a Public Officer or Corruption of a Private Person, it being understood that corruption can be active (act of promising or giving an advantage to somebody) or passive (act of receiving an advantage).

AFD Website

Means the internet website of AFD https://www.afd.fr/en or any other website which should replace it.

Anti-Competitive Practices

Means:

* Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other Persons, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
* Any abuse by one Person or a group of Person which hold a dominant position on an internal market or on a substantial part of it;
* Any practice whereby prices are quoted unreasonably low, the object of which is to eliminate a Person or any of its products from a market or to prevent it from entering the market.

Applicant

Means any entity that prepares and / or submits an Application as part of a Request for Expressions of Interest or Prequalification.

Application

Means all the documents submitted by an Applicant in response to a Request for Expressions of Interest or a Prequalification process.

Beneficiary

Means any direct or indirect recipient of AFD financing, acting as a Contracting Authority, regardless of whether it received or will receive a loan or a grant under a Financing Agreement.

Bid

Means all the documents submitted by a Bidder in response to an International or National Procurement Competition, for the procurement of works, plants, goods, or non-consulting services.

Bidder

Means any entity that prepares and / or submits a Bid, or a Quotation, in the framework of an International or National Procurement Competition, or a Request for Quotations respectively, for the procurement of works, plants, goods or non-consulting services.

Consultant

Means any entity that prepares and / or submits a Proposal or a Quotation, as part of a Request for Proposals or Quotations respectively, for consulting services.

Contracting Authority

Means any Beneficiary who, under AFD’s financing, procures works, plants, goods, consulting services or non-consulting services.

Corruption of a Private Person

Means:

* The act of promising, offering or giving to any Private Person, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
* The act by which any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.

Corruption of a Public Officer

Means:

* The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity; or
* The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity

Direct Contracting

Means a procedure for awarding a contract to a Person without a prior competitive procedure.

Final Beneficiary

Means any Person in charge of implementing the project on its own account as the owner of the investments (in part or in whole) financed by the funds of the AFD's grant or loan, which are on-lent or on-granted by the Beneficiary.

Financing Agreement

Means a contract between a Beneficiary and AFD documenting funding granted by AFD to the Beneficiary, regardless of whether it takes the form of a loan or of a grant.

Fraud

Means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

Implementing Agency (or Delegated Contracting Authority)

Means any Person who - by virtue of a mandate or any other empowerment of such effect - is entrusted by the Contracting Authority for the procurement of works, plants, goods, consulting services or non-consulting services financed by AFD.

International Good Practices

Means the principles of open, fair, transparent and efficient (best quality/price ratio and compliance with deadlines) competition in procurement, as well as the verification that adequate capacity to perform the contract is evidenced by the Applicants, Bidders, or Consultants.

International Procurement Competition

Means a competitive selection procedure for awarding a contract as specified in Article 2.1.2 of the present Guidelines, with the purpose of attracting foreign Bidders or Consultants to the procurement process.

Invitation for Bids

Means a public notice published by the Beneficiary, inviting any provider of works, plants goods or non-consulting services that meet the eligibility and qualification criteria of the Bidding Documents, to submit a Bid.

National Procurement Competition

Means a competitive selection procedure for awarding a contract as specified in Article 2.1.3 of the present Guidelines, with the purpose of attracting mainly national Bidders or Consultants, without excluding foreign Bidders or Consultants. This procedure may be used provided that the local supply market is adequate, qualified and competitive, making it unlikely that entities that are not established locally will participate.

No Objection Letter

Means a no objection letter issued by AFD in the context of its review of the procurement process, as described in Article 1.6.2 of the present Guidelines.

Person

Means any person, firm, company, corporation, government, state or state agency, as well as any association or group of several of the foregoing, whether or not having separate legal status.

Prequalification

Means an initial competitive stage (which is optional) for the procurement of works or plants, through a public and open invitation (invitation for Prequalification) intended to select, as specified in Article 2.2.1 of the present Guidelines, the qualified Applicants that will subsequently be invited to submit a Bid.

Private Person

Means any natural Person other than a Public Officer.

Procurement Documents

Means all the documents associated with a procurement process analysed by AFD and include Procurement Plans, Invitations for Bids, Requests for Expressions of Interest, Prequalification documents, Requests for Quotations, Bidding Documents, Requests for Proposals, evaluation reports and forms of contracts issued by the Beneficiary.

Procurement Guidelines

Means the present procurement provisions for AFD-financed contracts in foreign countries (hereinafter "Guidelines"), copy of which has been given to the Beneficiary.

Procurement Plan

Means the document defined in Article 1.6.1 of the present Guidelines and set up by the Beneficiary listing all procurement that are to take place or have taken place (in the case of retroactive financing) for contracts financed by AFD including key information related to those procurements.

Proposal

Means all the documents submitted by a Consultant in response to a Request for Proposals for the provision of consulting services.

Public Officer

A "Public Officer" shall be construed as meaning:

* Any natural Person who holds a legislative, executive, administrative or judicial mandate (within the State of the Beneficiary) regardless of whether that natural Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the natural Person occupies;
* Any other natural Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
* Any other natural Person defined as a Public Officer by the national laws of the country of the Beneficiary.

Public Procurement Regulations

Means any laws or legal regulations established by the state of the Beneficiary applicable to the procurement and execution of public contracts.

Quotation

Means all the documents submitted by a Bidder or Consultant in response to a Request for Quotations.

Request for Expressions of Interest

Means an initial competitive stage for the procurement of consulting services, through a public and open invitation, requesting interested Applicants to submit an Application.

Request for Proposals (RFP)

Means all the documents, information and forms as listed in Article 2.3.2 of the present Guidelines and prepared by the Beneficiary which set the rules to be followed when submitting a Proposal in an International or National Procurement Competition for the procurement of consulting services.

Request for Quotations

Means a competitive selection procedure for awarding a contract without prior advertising, intended to potentially interested parties identified by the Beneficiary. This type of procedure is used for the procurement of standard contracts of limited value where the Beneficiary is familiar with the existing qualified Bidders or Consultants. By extension, also means all the documents prepared by the Beneficiary as part of this procedure.

Shortlist

Means a short list of Consultants prepared by the Beneficiary who have been selected to submit Proposals for consulting services after reviewing the Applications submitted in response to the Request for Expressions of Interest. The Shortlist shall include not more than six (6) or less than four (4) Consultants (provided that a sufficient number of qualified Applications is received).

Statement of Integrity

Means a statement of integrity, eligibility and social and environmental responsibility in the form attached to the present Guidelines. Such a statement is to be provided by any Applicant, Bidder or Consultant as defined in Article 1.2.3 of the present Guidelines.

1 COMMON PROVISIONS APPLICABLE TO ALL AFD-FINANCED PROCUREMENT

1.1 Scope of application of the Guidelines

1.1.1 Persons subject to the Guidelines

All Beneficiaries are subject to the provisions of the present Guidelines for the procurement and execution of contracts financed in whole or in part by AFD.

In case of an on-lending or on-granting to a Final Beneficiary, or in case of a recourse to an Implementing Agency, for the implementation, in part or in full, of an AFD financing (be it a loan or a grant), the Beneficiary, as a signatory to the Financing Agreement, guarantees that the Final Beneficiary or the Implementing Agency shall comply with the present Guidelines.

The provisions of the present Guidelines shall bind such Final Beneficiary or Implementing Agency to the same extent as they are binding for the Beneficiary, acting as Contracting Authority. Similarly, any contractual obligation related to procurement set out in the Financing Agreement entered between the Beneficiary and AFD shall apply to such Final Beneficiary or Implementing Agency.

1.1.2 Procurement subject to the Guidelines

The provisions of the present Guidelines apply to all AFD-financed procurement and contract performance, the term "contract" being understood to mean any agreement concluded for pecuniary interest by the Beneficiary with one or several providers, to meet its needs, regardless of the contract price.

The present Guidelines also apply, in the context of AFD's refinancing activities, to contracts that have already been awarded by a Beneficiary concerning projects which have been accomplished or which are being implemented.

Co-financing:

The present Guidelines are intended to apply in case of a procurement process or a project being co-financed by one or several other development partners. However, in such an event, a prior arrangement between the different co-financiers may determine (i) the applicable rules of eligibility, (ii) the procurement procedures to be followed and (iii) the applicable reviews and their modalities (In particular, AFD is party to a partnership agreement with the European Investment Bank and with the KfW Entwicklungsbank (Germany), in the context of the Mutual Reliance Initiative (MRI). In addition, AFD signed a Partnership Agreement respectively with the World Bank, the Asian Development Bank, the African Development Bank and the Inter-American Development Bank.). Within such a framework, the present Guidelines may be, in all or in part, replaced by rules set out jointly with other development partners. Specific provisions regarding the Statement of Integrity advertising in the event of co-financing are provided in Articles 1.2.3 and 1.2.6.

The present Guidelines do not apply to AFD's procurement for its own account, which comes under specific regulatory framework and procedures and set of regulations. Nor do they apply to AFD's activities in French overseas territories.

1.1.3 Specific cases

* Financial Intermediation

When AFD allocates financing through an intermediary (bank or financial institution), the contracts financed by such reallocated AFD funds shall exclusively be allocated to the clients of the intermediary for the purposes of the project defined in the Financing Agreement, in compliance with the relevant regulations to which they are subject. In this case, the provisions of the present Guidelines do not apply, unless otherwise required by AFD (in particular if AFD's financing is allocated to one or more identified contracts, or if the clients of the intermediary are subject to Public Procurement Regulations).

* Budget Support

Budget support to a State or a local authority is among the various aid modalities implemented by AFD. The Organisation for Economic Cooperation and Development (OECD) definition outlined in recent

Development Assistance Committee (DAC) guidelines defines budget support "as a method of financing a partner's country budget through a transfer of resources from an external financing agency to the partner government's national treasury". The funds thus transferred are managed in accordance with the recipient's budgetary procedures, provided that such procedures, subject to prior review, in particular procurement rules, are acceptable to AFD. The provisions of the present Guidelines do not apply when no identified contract is earmarked under AFD’s financing.

* Contracts not subject to Public Procurement Regulations

Subject to AFD’s prior approval, the Guidelines do not apply to the types of contracts that do not fall into the scope of Public Procurement Regulations (direct grant or further to a call for projects, public-public cooperation Agreement, cost-free contract, etc.) whenever the local laws and regulations so specify.

Except in case of the award of a grant to a Final Beneficiary, the Beneficiary undertakes, depending on whether the contract is to be concluded or has already been concluded, respectively to require from the contract's signatory the duly signed Statement of Integrity (form supplied as Appendix 1 to the present Guidelines) or, as the case may be, the duly signed form for retroactive financing (form supplied as Appendix 2 to the present Guidelines).

AFD is entitled to declare misprocurement and to exercise its rights under the Financing Agreement should it determine that its approval was issued on the basis of incomplete, inaccurate or misleading information provided by the Beneficiary or by the provider

1.2 General principles governing procurement

1.2.1 Compliance with law applicable to the Beneficiary

The present Guidelines shall apply to the Beneficiary without prejudice to relevant applicable laws and regulations. In other words, compliance with the Guidelines should not result in the Beneficiary's violation of laws and regulations insofar as they apply to it. Nevertheless, if the provisions of Guidelines are more restrictive than applicable laws and regulations, the Beneficiary should abide by the Guidelines. In case of a conflict between the laws and regulations applicable to the Beneficiary and the Guidelines, the Beneficiary undertakes to inform AFD of these, prior to any contract award. Provisions that best preserve the International Good Practices shall be applied.

The Beneficiary is fully responsible for the implementation of AFD-financed projects in compliance with relevant applicable laws and regulations, in particular concerning all aspects of the procurement procedure (i.e. drafting of Procurement Documents, award, administration and performance of the contracts). AFD shall only intervene to verify that the terms and conditions of its financing are fully met.

1.2.2 Compliance with International Good Practices

The Beneficiary undertakes to ensure that AFD-financed contracts are awarded and performed in accordance with International Good Practices, in compliance with the relevant internationally recognised practices, particularly those recommended by the Organisation for Economic Cooperation and Development (OECD), specifically those practices pertaining to the information provided to potential providers, their pre-selection, the content and publication of Procurement Documents, the evaluation of Applications, Bids or Proposals and the award of contracts.

AFD makes standard procurement documents available to Beneficiaries on its Website for the procurement of works, plants (For example, water treatment units, hydropower facilities, pumping stations, telecommunication switchboards, etc.

), goods and consulting services based on the best international practices. The Beneficiary is encouraged to use these documents, it being understood that it is ultimately the Beneficiary's responsibility to ensure that these documents comply with the laws and regulations that are applicable to it. In case of unavailability of the aforementioned documents on its Website, AFD shall transmit a copy of such documents to the Beneficiary, upon its request.

1.2.3 Statement of Integrity

The Beneficiary must require that Applicants, Bidders and Consultants provide a duly signed Statement of Integrity which covers the criteria and requirements set out in Articles 1.2 to 1.5. The Beneficiary undertakes to require the submission of a signed Statement of Integrity (the template of which is

appended to the Guidelines) at any Prequalification, Request for Expressions of Interest, Invitation for Bids (regardless of the type, International or National), Request for Proposals, Request for Quotations, and Direct Contracting, which shall form part of the contract. In the case of a project financed within the MRI, the Statement of Integrity shall be replaced by an equivalent and specific Statement approved by the development partners of the MRI (See Article 1.1.2.). In the case of other co-financings, the Statement of Integrity may be replaced by a specific statement which would have received prior approval from all co-financiers.

Should the Statement of Integrity not be provided or should one of the commitments included therein not be complied with, AFD is entitled to apply sanctions in accordance with Articles 1.4 and 1.6.5.

1.2.4 Direct Contracting

The Beneficiary can only be exempted from the requirement for competition in procurement processes financed by AFD when AFD’s prior approval is obtained and when the following cumulative conditions are met:

(i)the Direct Contracting complies with the provisions of the laws and regulations applicable to the Beneficiary if any;

(ii)the absence of competition is based on sound justification for one of the reasons listed below;

(iii)the contract is proposed to be awarded to a qualified and experienced contractor, supplier or consultant; and

(iv)the contract price is consistent with initial estimates and usual market prices and that the terms and conditions of the contract are fair and reasonable.

The absence of a competitive procurement procedure must be based on one of the following reasons:

a)cases of extreme emergency resulting from unstoppable events that could not have been foreseen and that are in no way attributable to the Beneficiary, which require the implementation of the contract within a timeframe that is not compatible with the deadlines required by the bidding procedures as described below; or

b)the provision of the works, plants, goods, consulting or non-consulting services may only been trusted to a particular Bidder or Consultant for technical reasons, for reasons related to the protection of exclusive rights, or due to the Bidder's or Consultant's recognised unique expertise; or

c)the contract amount does not exceed €15,000.

1.2.5 Responsibility for Procurement and Contract Performance

AFD provides financing pursuant to the terms and conditions set out in the Financing Agreement. No contractual relationship shall be deemed to exist between AFD and any Person other than the Beneficiary.

Any communications which may be exchanged between any Person other than the Beneficiary and AFD in the context of a project do not constitute, and shall not be interpreted as constituting any undertaking or a stipulation by AFD in favour of such Person or any third party.

The Beneficiary remains entirely responsible for the preparation and implementation of the procurement process and the subsequent administration and performance of the contracts. Accordingly, the Beneficiary is solely responsible for (i) the content of the Procurement Documents, (ii) the evaluation of the documents submitted by Applicants, Bidders or Consultants in response to National or International Procurement Competitions, or in the context of a Direct Contracting procedure or a Request for Quotations, (iii) the content of the contract it concluded with the awarded Bidder or Consultant, and (iv)the content of any change made to the Contract.

Consequently, the relationships between the Beneficiary and an Applicant, Bidder or Consultant are exclusively governed (i) by the Procurement Documents issued by the Beneficiary, and (ii) by the contract signed between the Beneficiary and the Bidder or Consultant.

AFD may suspend or definitively terminate its financing to a Beneficiary. As this relates to the relationship between AFD and its Beneficiary exclusively, the providers of works, plants, goods, consulting services or non-consulting services in contractual relation with this Beneficiary within the framework of a project financed by AFD will not necessarily be informed beforehand of such a suspension or termination of this financing, and will not be entitled to claim from AFD any direct right to the amounts which, as the case may be, originate from such financing. These providers shall assume all possible liabilities for any unpaid amount and dispute which may arise in the context of their relationship with the Beneficiary.

The Beneficiary undertakes to retain and to make available to AFD (or an entity mandated by AFD) for a period of at least ten (10) years from the date of deadline for drawdown set out in the Financing Agreement, the documentation relative to the procurement and performance of contracts, namely documents subject to the No Objection Letter in accordance with Article 1.6.2 hereunder.

The Beneficiary shall ensure that a skilled Bid (or Proposal) evaluation committee is set up as early as possible (at the latest when the Procurement Documents are submitted to AFD for approval). It shall comprise a minimum of three technically qualified members and not subordinated to one another. It may be necessary to hire external technical assistance to enhance the technical skills of the committee.

Information relating to the evaluation of Applications, Bids, Proposals or Quotations, and recommendations of contract award is confidential and, unless otherwise required by the laws applicable to the Beneficiary, should not be disclosed to Applicants, Bidders, Consultants or to any other Person not officially involved in the procurement process until the publication of the award of contract.

1.2.6 Advertising

Pursuant to the principles of open competition and transparency, the procurement of AFD-financed contracts shall, except in duly justified cases or retroactive financing (see Article 1.6.4), be subject to wide advertising by the Beneficiary which shall set out how to obtain the Procurement Documents, the deadline for submission of the expected documents and contact details of the Beneficiary in charge of the procurement process. The corresponding notices shall be published sufficiently in advance, in widely available paper or electronic media, to allow Applicants or Bidders to prepare high quality Bids. In the case of funds delegated by the European Union to AFD, for contracts amounting to €15,000 or more and subject to advertising, the publication of the notification of award in the same media is compulsory. In the case of a project financed within the MRI (See Article 1.1.2), the publication of procurement notices in the Official Journal of the European Union is compulsory.

In case of procurement subject to international competition, the Beneficiary must publish, at a minimum, the Request for Expressions of Interest, the invitation for Prequalification or the Invitation for Bids as the case may be, on the website http://afd.dgmarket.com.

1.3 Eligibility Criteria

1.3.1 Rules of nationality and of origin

Financing allocated by AFD has been entirely untied since 1st January 2002. All procurement of works, plants, goods, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the providers, contractors or consultants (including subcontractors, subconsultants and suppliers), except where an international embargo applies . This decision not only concerns the "Least Developed Countries" (LDCs), pursuant to the Organisation for Economic Cooperation and Development (OECD)/Development Assistance Committee (DAC) Recommendation of 20th April 2001 on untying aid, but also all the other foreign countries where AFD operates.

1.3.2 Grounds for exclusion

A Person cannot be awarded, or be the subcontractor of an entity to be awarded, an AFD-financed contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at the time of contract award, it:

(1) is bankrupt, being wound up or ceasing its activities, is having its activities administered by the courts, has entered into receivership, or is in any analogous situation arising from any similar procedure;

(2) has been:

a) convicted within the past five years by a court decision, which has the force of res judicata in the country where the contract is implemented, of fraud or corruption or any other offence committed during the procurement process or performance of a contract, unless that Person provides supporting information together with its Statement of Integrity which shows that this conviction is not relevant in the context of this AFD financed contract;

b) subject to an administrative sanction within the past five years by the European Union or the competent authorities of the country where the Person is constituted, for fraud or corruption or for any other offence committed during a procurement process or performance of a contract, unless the Person provides supporting information together with its Statement of Integrity which shows that this conviction is not relevant in the context of this AFD financed contract;

c) convicted within the past five years by court decision, which has the force of res judicata, of fraud or corruption or of any other offence committed in the context of an AFD-financed procurement process or performance of a contract;

(3) is listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight against terrorist financing or threat to international peace and security;

(4) has been subject within the last five years to a contract termination fully settled against it for significant or persistent failure to comply with its contractual obligations during contract performance, unless (i) this termination was challenged and (ii) dispute resolution is still pending or has not confirmed a full settlement against it;

(5) has not fulfilled its fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where the Person is constituted or the Beneficiary's country;

(6) is subject to an exclusion decision of the World Bank and is listed on the website http://www.worldbank.org/debarr, unless the Person provides supporting information together with its Statement of Integrity which shows that the exclusion is not relevant in the context of this AFD-financed project;

(7) has created false documents or has committed misrepresentation in documentation requested by the Beneficiary as part of the procurement process of this contract.

The exclusion criteria above shall be included in the Procurement Documents as early as possible in the procurement process.

1.3.3 Conflict of interest

A Person cannot be awarded, or be the subcontractor of an entity to be awarded, an AFD-financed contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at the time of contract award, it:

(1) is an affiliate controlled by the Beneficiary or a shareholder controlling the Beneficiary, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

(2) has a business or a family relationship with a Beneficiary's staff involved in the procurement process or the supervision of the resulting contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

(3) is controlled by or controls another Applicant, Bidder or Consultant or is under common control with another Applicant, Bidder or Consultant, receives from or grants subsidies directly or indirectly to another Applicant, Bidder or Consultant, has the same legal representative as another Applicant, Bidder or Consultant, maintains direct or indirect contacts with another Applicant, Bidder or Consultant which allows it to have or give access to information contained in the respective Applications, Bids or Proposals, to influence it or influence the decisions of the Beneficiary;

(4) is engaged in a consulting services activity which, by its nature, may be in conflict with the assignments that it would carry out for the Beneficiary;

(5) Has prepared or has been associated with a Consultant who prepared specifications, drawings, calculations, terms of reference and other documentation for the procurement process; In the case of a procurement procedure for works, plants or goods, has been recruited or is proposed to be recruited, including any of its affiliates, to carry out works supervision or inspection for this contract.

(6) is state-owned entity, which is not able to provide evidence that (i) it is legally and financially autonomous and/or (ii) it does operate under commercial law.

1.3.4 Embargos

The Beneficiary undertakes not to acquire or provide any good, nor to operate in any sector which is subject to an embargo by the United Nations, the European Union or France.

1.4 Corruption and Fraud

The Beneficiary and the Applicants, Bidders or Consultants must observe the highest standard of ethics during the procurement process and contract execution.

In the procurement process of contracts financed in part or in whole by AFD, the Beneficiary undertakes to:

* Insert clauses in all Procurement Documents and in the contracts related thereto, whereby any Applicant, Bidder or Consultant shall declare that (i) it did not engage in any practice likely to influence the procurement process and corresponding contract award to the Beneficiary's detriment, and that it did not and will not get involved in any Anti-Competitive Practice, and that (ii) the negotiation, the procurement process and the performance of the contract did not and shall not give rise to any Act of Corruption or Fraud;
* Include in all Procurement Documents and in the contracts related thereto, a provision requiring that any Applicant, Bidder or Consultant shall permit AFD to inspect their accounts and records relating to the procurement process and performance of the contract, and to have them audited by auditors appointed by AFD.

Should the duly signed Statement of Integrity be part of the contract as required under Article 1.2.3, those undertakings shall be met.

AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

* Reject a proposal for a contract award if it is established that the Bidder or Consultant that is recommended for the award has been convicted of an Act of Corruption, directly or by means of an agent, or has engaged in Fraud or Anti-Competitive Practices for the purpose of being awarded the contract;
* Declare misprocurement and exercise its rights on the ground of the Financing Agreement's provisions relating to early repayment or termination, where appropriate, when it is established that, at any time, the Beneficiary or its representatives have engaged in Acts of Corruption, Fraud or Anti-Competitive Practices during the procurement process or execution of the contract without the Beneficiary having taken appropriate action in due time satisfactory to AFD (unless otherwise provided for in the Financing Agreement) to remedy the situation, including by failing to inform AFD at the time they knew of such practices.

1.5 Environmental, Social, Health and Safety (ESHS) Responsibility, and Security

1.5.1 Environmental, Social, Health and Safety (ESHS) Responsibility

In order to promote sustainable development, AFD seeks to ensure that internationally recognised ESHS standards are complied with and the Beneficiary undertakes that Applicants, Bidders and Consultants in AFD-financed contracts shall commit themselves to:

Comply with and ensure that all their subcontractors comply with international ESHS standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties; and

Implement any ESHS risk mitigation measures, when defined in the Environmental and Social Commitment Plan annexed to the Financing Agreement, and the environmental and social management plan.

For works and plants contracts for which high ESHS impacts have been identified, the Beneficiary must include in the Procurement Documents ESHS requirements related to worksite management. For this purpose, for International Procurement Competition, ESHS requirements are included in the standard Bidding Documents for the procurement of works made available by AFD, in accordance with Article 1.2.2 above

1.5.2 Security

In accordance with Article 1.2.5 above, the security of the persons and property mobilized to carry out the project are the sole responsibility of the Beneficiary.

If the contract to be performed is located in an area labelled as orange or red by the French Ministry of European and Foreign Affairs (Or any other French Ministry responsible for the ranking of foreign countries' security conditions, if applicable.), the Beneficiary shall include in the Procurement Documents requirements relating to security. Such requirements shall, among others, take into account the possibility that security conditions deteriorate during the performance of the contract.

To this end, for International Procurement Competitions, the minimum security requirements contained in the standard procurement documents are made available by AFD in accordance with Article 1.2.2 above. The Beneficiary shall be solely responsible for adding more stringent provisions if it deems so required depending on the context.

1.6 Reviews by AFD

In accordance with Article 1.2.5 above, the procurement process ultimately remains the sole responsibility of the Beneficiary. Nevertheless, AFD shall verify that procurement processes take place under the required conditions of transparency, fairness, economy and efficiency.

1.6.1 Procurement Plan

The Beneficiary is required to establish a Procurement Plan as part of the project preparation procedure, which identifies the procurement processes for contracts to be carried out under the AFD-financed project. This plan must be created at a minimum for the first 18 months and thereafter updated as and when required. It specifies for each contract: the contract name, the estimated contract amount, the type of contract, the type of competition, the procurement procedure, the selection method, the type of review required by AFD, the estimated dates of the main stages of the procurement process and contract implementation. A template of the Procurement Plan can be found on AFD's Website.

In accordance with provisions of Article 1.6.2 below, this document, which is essential for the upstream organisation and planning of the procurement activities, must be subject to AFD's prior No Objection Letter and each updated version shall also be subject to a No Objection Letter.

The Beneficiary undertakes to implement the Procurement Plan as approved by AFD in the No Objection Letter.

In the case of a major project comprising several large contracts to be awarded, the Beneficiary should publish the information set out in the Procurement Plan approved by AFD through a general procurement notice. Such a publication contributes to more transparency and allows potential Applicants, Bidders or Consultants to prepare themselves for when a specific procurement notice is published. Publication shall be done in accordance with the provisions of Article 1.2.6.

Moreover, unless otherwise specified in the Financial Agreement, the Beneficiary shall permit AFD to provide third parties with information contained in the Procurement Plan in relation to contracts that are required to be advertised, particularly under AFD's obligations to notify ex-ante the Organisation for Economic Cooperation and Development (OECD)/Development Assistance Committee (DAC) of any financing that qualifies as Official Development Assistance.

1.6.2 No Objection Letter – Prior Review

Unless otherwise notified by AFD to the Beneficiary, AFD shall carry out prior reviews of the procurement processes financed by AFD and issue No Objection Letters when it is satisfied that the Beneficiary has complied with these Guidelines.

Consequently, prior to any advertising or notification to third parties, and unless otherwise required by the law applicable to the Beneficiary before any communication for approval to a national regulatory or supervisory public procurement entity, the Beneficiary is required to submit to AFD, for its prior review (issuance of a No Objection Letter):

a) The Procurement Plan;

b) The Request for Expressions of Interest, when applicable, in order to establish the Shortlist of Consultants;

c) The invitation for Prequalification, the Prequalification documents, when a Prequalification stage is organised;

d) The evaluation report of the Applications received (in case of Prequalification or Request of Expressions of Interest), and the list of Bidders or Consultants proposed to be invited to participate in the following stage of the relevant Bidding process or Request for Proposals, or Request for Quotations;

e) The Bidding Documents, Request for Proposals Documents or Request for Quotations;

f) The detailed report on the evaluation and comparison of Bids, Proposals or Quotations received, including recommendations for contract award. In the case of a two-stage evaluation process, whereby Bids or Proposals are submitted in two separate envelopes (one for the technical proposal, and the other one for the financial proposals), AFD's No Objection Letter shall be requested twice: first, on the result of the evaluation of the technical proposals, and, second, after the opening and evaluation of the financial proposals, on the recommendation for contract award. A copy of the Bid; Proposal or Quotation of the Bidder or Consultant recommended for award (including the signed Statement of Integrity), will be communicated to AFD. In addition, AFD reserves its right to obtain disclosure of all the Bids, Proposals or Quotations from the Beneficiary;

g) Where applicable, the decision to cancel the bidding process and to declare it unsuccessful;

h) Prior to their signature, the contract draft and the letters to place an order (including the signed Statement of Integrity);

i) If applicable, any subsequent contract amendments; and

j) If applicable, any change or amendment to any of the documents mentioned in a) to i) above shall be approved by a No Objection Letter.

The Beneficiary shall inform AFD of any claim or complaint received and prior to starting a contract termination procedure.

Provisional No Objection Letter:

When a procurement process is initiated prior to the signature of the corresponding Financing Agreement, AFD may, at the request of the Beneficiary, issue provisional No Objection Letters which shall become effective if and when AFD's financing becomes effective. Such letters may under no circumstances constitute a commitment on the part of AFD to finance the contract, which remains strictly conditional upon the signing of the Financing Agreement.

1.6.3 Post reviews

Should it deem appropriate, notably when the project covers numerous small standard procurement of limited impact, AFD may agree, particularly at the time of issuing its No Objection Letter on the Procurement Plan, that in lieu of prior reviews of procurement processes as described in Article 1.6.2 here above, it will exercise post reviews using modalities to be specified by AFD.

Upon the Beneficiary's request, AFD may provide it with an assistance with the procurement of certain contracts, free of charge. This service may include the recruitment of the initial technical assistance on the project. The respective roles and responsibilities of AFD and the Beneficiary shall be stated in a specific agreement signed by the parties. The corresponding contracts will be subject to post reviews.

1.6.4 Retroactive financing

When AFD's financing becomes effective after the procurement process has already started or even got accomplished or when AFD refinances a contract that has already been awarded or is in the process of being awarded or is partly or entirely performed it shall ensure that the corresponding works, plants, goods, consulting services or non-consulting services have been procured in compliance with International Good Practices.

AFD shall systematically check that the competitive selection procedure is deemed effective (or, where applicable, that the provisions of Article 1.2.4 above were applicable when the contract was signed). AFD shall systematically ensure that the refinanced contracts are economical, fair and reasonable.

A prerequisite for refinancing of contracts that have already been awarded or are in the process of being awarded or are being performed, is to obtain a formal statement from the Beneficiary on the absence of any kind of claim or complaint, on the absence of any corrupt or fraudulent practices during procurement or performance of the contract to be refinanced, and on the eligibility of the awarded bidder or consultant. For that purpose, the Beneficiary shall sign the specific form supplied as Appendix 2 to the present Guidelines, failing which AFD may refuse its financing. In the event that claims or complaints have been formulated, the Beneficiary shall provide AFD with all answers and investigations carried out. AFD's financing shall only be granted if claims and complaints have been settled in a manner deemed acceptable to AFD.

1.6.5 Sanction for misprocurement

Without prejudice to sanctions set out in Article 1.4 here above in case of Act of Corruption and Fraud, should the reviews conducted by AFD, whether prior or post, reveal that provisions of the present Guidelines are not complied with by the Beneficiary, AFD is entitled to declare misprocurement and to exercise its rights under the Financing Agreement, where appropriate:

a) To cancel the part of the funds allocated to works, plants, goods, consulting services or non-consulting services which have not been procured in compliance with these provisions;

b) In the case of a grant, to request reimbursement in full or in part of the disbursed funds;

c) In the case of a loan, to demand early repayment in full or in part of the amount of the loan.

Even where a contract is awarded following a No Objection Letter, AFD may still declare misprocurement should it determine that the No Objection Letter was issued on the basis of incomplete, inaccurate or misleading information provided by the Beneficiary or that the terms and conditions of the contract were modified without AFD's agreement.

2 CONTRACTS AWARDED BY BENEFICIARIES NOT SUBJECT TO PUBLIC PROCUREMENT REGULATIONS

2.1 General framework applicable to all Beneficiaries

AFD's financing is subject to the condition, among others, that Beneficiaries observe all provisions set out in Article 1 of the present Guidelines for contracts to be considered as eligible expenses. In particular, provisions for eligibility, fraud and corruption, Direct Contracting, advertising on the website http://afd.dgmarket.com, the establishment of a procurement plan, reviews by AFD and requirement of a Statement of Integrity shall apply to all Beneficiaries (be them subject, or not subject to Public Procurement Regulations).

Whether they have public or private status, Beneficiaries that are not subject to the Public Procurement Regulations of their country will have to conduct their procurement of works, plants, goods, consulting services and non-consulting services according to pre-established practices, guided by the need for economy and efficiency.

AFD shall ensure that the procurement methods of the Beneficiaries not subject to Public Procurement Regulations are fair and transparent and that they guarantee that the most economically advantageous Bid or Proposal is selected, i.e. the Bid or Proposal with the best price / quality ratio on the basis of an appropriate implementation schedule. In this context, AFD shall verify that, except in the authorized cases of Direct Contracting as mentioned in Article 1.2.4 of the present Guidelines, to the extent possible, at least three (3) qualified Bidders or Consultants have been consulted and that the corresponding Bids or Proposals have been evaluated by a committee set up by the Beneficiary. The contracts shall be awarded on an impartial (arm's length) basis and in a manner that best serves the interests of the project. AFD shall also ensure that there is no discrimination in terms of the nationality of Applicants, Bidders or Consultants, with the exception of any provisions for support to local economy or eligibility (lists of exclusion especially), the acceptability of which shall be confirmed on a case-by-case basis by AFD.

AFD may request that the Beneficiary apply provisions, with, at least, prior publication of a notice on the website http://afd.dgmarket.com. Precautionary measures to preserve, in the procurement process, the legitimately confidential nature of certain data concerning the Beneficiary or the other contracting parties must be taken by the Beneficiary.

Unless otherwise approved by AFD, the evaluation of the Bids or Proposals will be carried out excluding taxes applicable to the contract in the country of implementation. Specific taxes to be excluded from the evaluation will be specified in the Procurement Documents. These must indicate the terms of payment of each of these taxes (exemption or payment by one of the parties, to be specified).

2.2 Beneficiaries having their own internal procurement procedures

Beneficiaries that are not subject to Public Procurement Regulations and which have internal procurement procedures shall submit them to AFD which will verify their compliance with International Good Practices. They will also have to apply the provisions of Article 2.1 above.

A No Objection Letter from AFD will be required on the adopted procedures.

2.3 Beneficiaries having no internal procurement procedures

Beneficiaries that are not subject to Public Procurement Regulations and do which not have internal procurement procedures shall apply, in addition to the provisions of Article 3.1 above, the procedures set out in the present Article 3.3. Alternatively, they shall be required to submit a document for AFD's prior approval presenting the procedures that they intend to use to procure the works, plants, goods, consulting services or non-consulting services to be financed by AFD.

11 Pursuant Article 1.2.4, after AFD's prior approval, a Person that, either directly or indirectly, has a relationship as a subsidiary or as a majority shareholder with the Beneficiary, may be awarded an AFD-financed contract without prior competitive bidding. Before accepting such procedure of Direct Contracting, AFD must verify (i) the nature of the relationship between the Beneficiary and the controlled Person, (ii) the consistency of the negotiated amount with the initial estimate and usual market prices, and (iii) fair and reasonable contractual terms and conditions.

2.3.1 Rules common to all procurement procedures

The Procurement Documents shall be prepared in accordance with International Good Practices. Where they do not have their own documents, Beneficiaries are invited to use the standard Procurement Documents made available by AFD on its Website.

The time allocated for the preparation of Applications, Bids, Proposals or Quotations shall be sufficient to grant interested parties reasonable and appropriate time to seek information, prepare and submit high-quality Applications, Bids, Proposals or Quotations.

All Applications, Bids, Proposals or Quotations shall be evaluated by an evaluation committee, established in advance, on the basis of the exclusion, qualification and award criteria indicated in the Procurement Documents. This committee shall comprise at least three members, having all the technical and administrative capacities required to carry out a sound evaluation of the Applications, Bids, Proposals or Quotations.

2.3.2 Rules applicable to consulting services

Consulting services contracts with a value more than €15,000 may be awarded by means of a Request for Quotations, without prior publication, in which the Beneficiary must invite at least three (3) Consultants of its choice to submit Proposals and negotiate the terms of the contract with the best-ranked Consultant. Quality of Proposals shall outweigh price in the selection.

For consulting services contracts with a value of less than €15,000, the Beneficiary may dispense with a competition and directly contract on the basis of a single Proposal, after having verified that the Consultant is capable of providing the services and that the offered price is reasonable and in line with current market prices.

2.3.3 Rules applicable to the procurement of goods

Procurement of goods with a value more than €15,000 may be awarded by means of a Request for Quotations, without prior publication, in which the Beneficiary must invite at least three (3) Bidders of its choice to submit a Bid and select the lowest priced technically compliant Bid.

For goods contracts with a value less than €15,000, the Beneficiary may dispense with a competition and directly contract on the basis of a single Bid, after having verified that the potential Bidder is capable of meeting the requirements and that the offered price is reasonable and in line with current market prices.

2.3.4 Rules applicable to the procurement of works and plants

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Works or plants contracts with a value of more than €15,000 may be awarded by means of a Request for Quotations without prior publication in which the Beneficiary must invite at least three (3) Bidders of its choice to submit a Bid and select the lowest priced technically compliant Bid.

For works contracts with a value of less than €15,000, the Beneficiary may dispense with a competition and directly contract on the basis of a single Bid, after having verified that the proposed Bidder is capable of meeting the requirements and that the offered price is reasonable and in line with current market prices.

2.3.5 Other contract types

For contracts other than those referred to in Articles 2.3.2, 2.3.3 and 2.3.4 above, the Beneficiary, when preparing the Procurement Documents, must act in accordance with the current best international practices to the best extent possible, in consultation with AFD.

2.4 Specific case of concessions granted by public authorities

In cases where AFD finances a project implemented under a public concession, the Beneficiary shall apply one of the following procurement procedures:

* If the concessionaire has been selected following a competitive procedure AFD deems to be acceptable pursuant to the provisions of Article 1.6.4 of the present Guidelines and has been expressly entrusted with the procurement of works, plants, goods, consulting services or non-consulting services covered by AFD financing under its concession, said concessionaire may freely carry out such procurement using its own procedures;
* If the concessionaire has not been selected following a competitive procedure, the works, plants, goods, consulting services or non-consulting services to be financed by AFD shall be considered by AFD as public sector operations and should be procured in compliance with the provisions of the present Guidelines.

APPENDIX 1 - Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference name of the bid or proposal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Contract")

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Contracting Authority")

1. We recognise and accept that Agence Française de Développement ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:

2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;

2.2 Having been:

a) convicted, within the past five years by a court decision, which has the force of res judicata in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);

b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);

c) convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6 Being subject to an exclusion decision of the World Bank and being listed on the website http://www.worldbank.org/debarr (in the event of such exclusion, you may attach to this

Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:

3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5 In the case of procurement of goods, works or plants:

a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;

b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.

4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.

6. In the context of the procurement process and performance of the corresponding contract:

6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority’s country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7.We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ In the capacity of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly empowered to sign in the name and on behalf of1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1 In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

APPENDIX 2 - Statement for Contracts to be refinanced

Reference name of the contract(s) to be refinanced by AFD: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Contract")

To Agence Française de Développement ("AFD")

We, as the Beneficiary, with regards to the Contract for which we have requested AFD's financing, hereby certify that:

(1)The negotiation, procurement and performance of the Contract did not give rise to any corrupt practices as defined in the United Nations Convention dated 31st of October 2003;

(2)No claim or complaint has been formulated, whether addressed to us directly or indirectly(grievance mechanism, press article, other stakeholder's initiative…) regarding the procurement process and performance of the Contract. In the event that claims or complaints were formulated, we undertake to attach to this Statement all documents related to the investigations and their settlement;

(3)The awarded bidder or consultant, each member of a joint venture, and each subcontractor, are not listed for financial sanctions by the United Nations, the European Union, and/or France for the purposes of the fight against terrorist financing or threat to international peace and security;

(4)The awarded bidder or consultant, each member of a joint venture, and each subcontractor, have not acquired or supplied any good and have not operated in any sector subject to an embargo by the United Nations, the European Union or France.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ In the capacity of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_