Declaration and signature of the applicant(s)

The signatory/ies declare(s):

* That the information provided is correct and presents a full picture of the transaction as it is known to him/them at the time of submitting the application,
* That he/they will inform Delcredere | Ducroire as soon as possible of any modification and/or additional information,
* That both the investor and the intervening bank have knowledge of the act of 9th June 1999 relating to the approbation of the Convention on controlling corruption on the part of foreign civil servants in international commercial transactions, entered into on 17 December 1997 in Paris.

The investor and intervening bank pledge to conform to this legislation, knowing that any breach exposes the party concerned to sanctions varying from the nullification of the insurance contract to the exclusion of any future concessionary aid.

* The title deeds are not burdened by possible sureties (e.g. pledge on share) (in case of equity participation).
* He will observe the environmental principles as described in the OECD guidelines (website: www.oecd.org) for multinationals. Moreover, the investor commits himself to remit an environmental impact assessment when the project finds itself in a sensible zone (see annex for further information) or has an initially negative impact on the environment.

|  |  |  |
| --- | --- | --- |
| Done in | , on dd/mm/20xx | |
| Write your name in full and precede your signature by “Read and approved”. | | |
|  | | |
| THE INVESTOR | | FOR THE INTERVENING BANK (if applicable) |
| Name | | Name |
|  | |  |
| Signature | | Signature |

1. Investor

|  |  |  |
| --- | --- | --- |
|  | Company |  |
|  | Name: |  |
|  | Address: |  |
|  | Website: |  |
|  | Legal form: |  |
|  | Date of establishment: |  |
|  | | |
|  | Contact |  |
|  | Name: |  |
|  | Function: |  |
|  | Telephone: |  |
|  | Fax: |  |
|  | E**-**mail: |  |
|  | | |
|  | Main activities (products, sectors).  Is the investor a holding company?  Yes  No |  |
|  | | |
|  | Shareholders: |  |
|  |  |  |
|  | Indirect investment: if the investment is made through an intermediate company/subsidiary, please comment. |  |

1. Foreign Enterprise

|  |  |  |
| --- | --- | --- |
|  | Company |  |
|  | Name: |  |
|  | Address: |  |
|  | Website: |  |
|  | Legal form: |  |
|  | Date of establishment: |  |
|  | | |

|  |  |  |
| --- | --- | --- |
|  | Business activity (present and future activities of the company) |  |
|  |  |  |
|  | Shareholding structure |  |
|  | Before investing: |  |
|  | After investing: |  |
|  |  |  |
|  | Investor’s power of decision in the management of the Foreign Enterprise |  |
|  |  |  |
|  | Relations with possible other investors/shareholders in the Foreign Enterprise (i.e. shareholder agreements) |  |

1. Investment

|  |  |  |
| --- | --- | --- |
|  | Describe the activities (or the extension of existing activities) the investment is to develop |  |
|  |  |  |
|  | Cost price of the investment (land and buildings, machinery, etc.) |  |
|  |  |  |
|  | Overview of total financing of the investment (including capital/loans from other parties, if any) |  |

1. Type of Investment

|  |  |
| --- | --- |
|  | When the investment only relates to a **(quasi) equity[[1]](#footnote-1) participation**, only complete **part A**. |
|  | |
|  | When the investment relates to a **structured** **loan[[2]](#footnote-2)** (with or without a security), only complete  **part B**. |

Part A: Equity participation

|  |  |  |
| --- | --- | --- |
|  | Nature of participation + amount | |
|  | * + cash contribution: | EUR |
|  | * + contribution in kind (goods, services, licences...): | EUR |
|  | **Total** | EUR |
|  |  |  |
|  | When the contribution is made in another currency, please state the amount in that currency and the exchange rate applied. |  |
|  |  |  |
|  | When the contribution is made in kind, please state the nature of the goods/services as well as its valuation and its origin. |  |
|  |  |  |
|  | Investment title (shares or others) |  |
|  | * + nature: |  |
|  | * + amount: |  |
|  | * + nominal value: |  |
|  |  |  |
|  | Are existing shares taken over or are new shares issued? |  |
|  |  |  |
|  | Time frame |  |
|  | |  | | --- | | * + Date(s) of investment | | * + Duration of the investment   (for quasi-equity: expected repayment date of the  Investment) | |  |
|  |  |  |
|  | Expected earnings |  |
|  | * + nature of the earnings:   + expected return on equity ratio |  |
|  | * + expected yearly amount of earnings: |  |

Part B: Structured loan

|  |  |  |
| --- | --- | --- |
|  | Structure | |
|  | * + nature of the loan (forward loan, convertible loan...): |  |
|  | * + lender: |  |
|  | * + securities (if any): |  |
|  |  |  |
|  | Amount |  |
|  |  |  |
|  | (Expected) date of Loan Agreement  Interest |  |
|  | * + interest rate: |  |
|  | * + estimated total interest amount: |  |
|  |  |  |
|  | Drawing schedule: |  |
|  |  |  |
|  | Repayment schedule: |  |

1. Importance / implications of the investment

|  |  |  |
| --- | --- | --- |
|  | What is the importance of the transaction within the framework of the investor’s strategy? |  |
|  | | |
|  | What are the implications of the investment to the Belgian economy (employment, supplying goods / services, know**-**how...)? |  |

1. Relations with local authorities

|  |  |  |
| --- | --- | --- |
|  | Which terms/conditions (approvals, licences, specific terms...) did the local authorities impose within the framework of the investment? |  |

|  |  |  |
| --- | --- | --- |
|  | | |
|  | Were all licenses, approvals, etc obtained?  If not, have the necessary procedures been initiated and what is still required from the investor? |  |
|  |  |  |
|  | Which commitments did the local authorities make in the framework of the investment? Has the investor entered into commitments? |  |
|  |  |  |
|  | Did the investor and the local authorities enter into a contract within the framework of the investment? If so, please enclose a copy. |  |

1. Environment

Questions to be answered (if and in so far as relevant)

|  |  |  |
| --- | --- | --- |
|  | What is the current use of the site of the foreign enterprise? |  |
|  |  |  |
|  | Brief description of the impact of the activity on the environment and the local population: |  |
|  |  |  |
|  | What environmental norms do apply and/or what licences have been obtained in this regard? |  |
|  |  |  |
|  | What measures are taken in order to reduce any possible negative impact? |  |

Questions only to be answered for investments directly linked to projects exceeding EUR 10 million or transactions located in sensible zones (see [annex](#Annex)).

|  |  |  |
| --- | --- | --- |
|  | Does the project benefit from other (national or multilateral) financing sources? | yes  If so, mention the name of the institution and the country of origin:  No |
|  | Has a study been carried out on the environmental impact? | yes   * Author of the study: * Status :   being drafted  pending approval  approved by       on  Please enclose a non**-**technical summary of the study  and enclose the full study with the document sent to  Delcredere | Ducroire.  No |
|  |  |  |
|  | The projects must at least respect the norms of the host country and the general or sectorial standards of the World Bank/IFC.  If other standards are respected, please mention which ones. |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | State the measures to limit the negative impact on the environment. Are these measures set out in an environmental counselling programme? |  |
|  |  |  |

1. Insurance requested

|  |  |  |
| --- | --- | --- |
|  | Risks to insure | Expropriation (art. III.1 G.T)  Embargo (art. III.6 G.T.)  (optional with Expropriation)  Political Violence (art. III.2. G.T.)  Business Interruption (art. III.3 G.T.)  (optional with Political Violence)  Currency Inconvertibility and Transfer Restriction (art.  III.4 G.T.)  Award Default (art. III.5 G.T.) |
|  | | |
|  | Maximum Limit of Liability (= amount (to be) invested)  Amount of stand**-**by cover (if applicable - for amounts to be invested at a later stage) |  |
|  |  |  |
|  | Requested Policy Term:  Capital participation entails a minimum duration of 3 years.  A structured loan is covered for the full duration of the credit. |  |

1. “Quasi equity” refers to a (shareholder) loan without predetermined repayment schedule. [↑](#footnote-ref-1)
2. “Structured loan” refers to a loan with a fixed repayment schedule. [↑](#footnote-ref-2)