

Grant Implementation Agreement

Project Number:

BETWEEN:

1. The NGO DEVELOPMENT CENTER, a Palestinian NGO registered at the Palestinian Ministry of Interior under number QR-286-B, represented by Mr. Ghassan Kasabreh, in his capacity of Director, who is duly authorized to sign this **Agreement**,

AND

2. -----, a Palestinian CSO registered at the -----
----- under number -----, represented by Mr/s. -----, in his/her capacity
of -----, who is duly authorized to sign this Agreement,

(the “**Recipient**”);

Grant Information:

Project Name:	
Source of Fund:	
NDC share of the project:	EUR
Recipient share of the project:	EUR
Total project cost:	EUR
Agreement signing date:	
Activities completion date:	
Audit clearance and project closing date:	

I. Incorporation of the Preamble and Annexes in the Agreement

- 1.1 The above preamble shall be deemed to constitute an integral part of this Agreement.
- 1.2 The Annexes attached to the end of this Agreement are an integral part of this Agreement.

- Annex A: Definitions
- Annex B: Special Bank Account Details
- Annex C: Project Main Budget Items
- Annex D: Detailed Project Budget

- Annex E: Payment Schedule
- Annex F: Board of Directors Members
- Annex G: Procurement Manual
- Annex H: Covenant of integrity
- Annex I: Special Provisions

II. Definitions

Capitalised words and expressions used in this Agreement (including those appearing in the preamble above) shall have the meaning given to them in Annex A- (Definitions), except as otherwise provided in this Agreement.

III. Purpose

1. The purpose of this Agreement is to finance the implementation of the project: **XXXXXXXXX**. The amount of the grant specified in this Agreement will be utilized fully and solely to cover the costs of the project, the approved work plan, approved detailed budget as received and agreed upon in the *Letter of Approval*, and in accordance with the provisions of this Agreement and attached annexes which are considered part of the Agreement.
2. The Recipient shall ensure that the funds received under this Agreement are expended solely and entirely for the purpose(s) for which they were granted and shall be ready at all times - including after completion of the project - to provide the necessary documentation.

IV. General Conditions:

1. The Recipient recognises and understands that full funds are not available for this Agreement at the time of the signature. NDC's obligation under this Agreement is contingent upon the availability of appropriated funds from AFD from which payment for Agreement purposes can be made. No legal liability on the part of the NDC for any payment may arise until funds are made available to NDC for this Agreement by AFD and until NDC receives notice of such availability. In case that the appropriated funds are transferred in part by AFD to NDC, NDC reserves the right to decrease payments to the Recipient for the percentage of funds that are not transferred by AFD.

V. Commencement and Duration of the Agreement

This Agreement shall become effective on the date of signature by the two parties on _____, the activities shall end no later than _____ and the project will be closed upon submission of a completion and financial reports, issuance of audit clearance and closure of the project file no later than _____.

VI. Obligations and Responsibilities of the Recipient

1. Implementation of the project

- a) The project financed by this grant may not be altered without prior approval of NDC during the period of implementation. If changes in the Recipient's priorities should occur after NDC approves the grant, the Recipient must seek the specific written consent of NDC before any change in the allocation of funds can be carried out. This will necessitate that a modification of the Agreement is issued.
- b) If the Recipient obtains contributions from third parties (in relation to this project after signing the Agreement), the Recipient shall inform NDC in writing of any such contributions as soon as possible, and in any event before submission of the next financial report and request for payment, and shall submit a revised version of the budget to NDC.
- c) The Recipient shall facilitate site visits for NDC, AFD or other designated staff/consultants or external auditors by NDC or AFD to the Recipient premises or project sites as needed, and ensure availability of records for review, and inspection at all times as part of the monitoring and evaluation process.
- d) The Recipient shall ensure that AFD and NDC contributions to the project will be acknowledged publicly whenever appropriate, provided that the communication or visibility activity is approved by NDC beforehand.
- e) The Recipient shall retain the documentary evidence and other documents in connection with the project account and utilisation of funds for a period of ten (10) years from December 1, 2027.
- f) The Recipient shall collaborate and provide any necessary support to NDC to carry out an in-depth assessment of capacity building and training needs of the Recipient, The identified training and technical assistance will either be provided by NDC staff, or contracted out by NDC to service providers and consultants to be selected by NDC in accordance with the procedures established for NDC.
- g) The Recipient and NDC shall work together and agree on the project's indicators and deliverables as per the objectives of the project.
- h) In the case that a new election of the Board Members occurs during the project implementation period, the Recipient undertakes the responsibility of informing NDC of the new elections, by filling in "Annex F" again and sending it to NDC within two weeks from the date of the new election.
- i) During the Project's implementation and operation, the Recipient shall:
 - a. provide NDC with its annual financial or budgetary documents after their approval as well as any details that NDC may reasonably require in relation to its financial situation;
 - b. send to NDC, upon request, the minutes of meetings, resolutions and reports of its corporate organs together with its annual audited financial statements or any report in relation to the audit of its financial statements, as the case may be;
 - c. inform NDC of any transaction which would result in a change of ownership of five per cent. (5%) or more of their share capital.

2. Compliance with local laws and regulations

- a) The Recipient shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect any Authorization required under any applicable law or regulation to enable them to perform their obligations under this agreement and to ensure the legality, validity, enforceability and admissibility in evidence of any financing document or any project documents.
- b) The Recipient is responsible for obtaining all necessary permits from competent authority(ies) for the implementation of the project. Permits should be valid at the date of signing this agreement and shall remain valid throughout the implementation period of the project.
- c) The Recipient shall comply, in all aspects, with all laws and regulations to which they are and/or the project is subject, particularly in relation to publication of information encouraging tax transparency, as well as all applicable environmental protection, safety and labour laws including conventions of the International Labour Organization (ILO) and the international environmental conventions with respect to environmental protection which are not conflicting with applicable local law.
- d) The Recipient shall 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 international environmental and social standards in accordance with the applicable laws and regulations.

3. Preservation of the project and insurances

- a) The Recipient shall implement and maintain the project in accordance with generally accepted principles of care and commercial practice and in accordance with technical standards in force.
- b) The Recipient shall at all times operate and maintain, or cause to be operated and maintained, any facilities relevant to the project, and promptly as needed, make or cause to be made all necessary repairs and renewals thereof.
- c) All fixed assets acquired under this Agreement shall be the exclusive property of the project and/or the institution funded by this grant and may not be disposed of, liquidated or transferred without the explicit agreement of NDC.
- d) In the case of liquidation of the project carried out by the Recipient and funded by NDC, whether liquidation has occurred prior to the termination of the project or thereafter, NDC has the right to transfer all non-expendable fixed assets acquired throughout the project to another recipient.
- e) The Recipient shall take out insurance policies to cover the financed assets against the primary construction and operational risks. The Recipient (and as part of the agreement between the Recipient and the awarded contractor) shall include AFD in the insurance policies as sole beneficiary of any insurance proceeds and assign to AFD the benefit of the contractor's guarantees.

4. Adherence to procurement procedures

- a) All goods and services procured under this Agreement for the project will adhere to AFD procurement guidelines, policies and procedures as set out in the Procurement Manual (Annex G), and in particular, its covenant of integrity (Annex H).

- b) The Recipient shall provide NDC with all necessary information such as relevant documents, decisions and actions taken, including details and copies of awarded contracts. NDC may at any time conduct at its own cost special and post-procurement audits.

5. Anti-corruption and prevention of irregularities

a) The Recipient undertakes:

- i. to ensure that its equity and the funds invested in the Project will not come from Illicit Origin;
- ii. to ensure that the project (in particular during the negotiation, entry into and performance of the contracts financed by the grant) shall not give rise to any Act of Corruption, Fraud or Anti-Competitive Practices. If such a case shall occur, then the Recipient undertakes to:
 - a. inform NDC with no delay as soon as it becomes aware of or suspects any Act of Corruption, Fraud or Anti-Competitive Practice.
 - b. take all necessary measures to remedy the situation in a manner satisfactory to NDC and within the time period determined by NDC.
 - c. notify NDC without delay if it is aware of information which leads to suspect the Illicit Origin of funds invested in the project.

- b) The Recipient acknowledges that AFD cannot finance any persons, groups or entities participating in the implementation of the project, which would be nominatively listed on any Financial Sanctions List and that none of these persons, groups or entities shall be eligible to its financing.

c) In compliance with AFD undertakings, the Recipient shall not:

- i. purchase, supply, and finance any supplies, services or sectors which are subject to an Embargo by the United Nations, the European Union or France.
- ii. provide, directly or indirectly, any material support nor any other resource to any person or entity who undertakes, attempts to undertake, advocates, facilitates or takes part in Acts of Terrorism, or has otherwise undertaken, attempted to undertake, advocated, facilitated or taken part in such acts. The Recipient shall undertake to take all appropriate measures in order to prevent the risk of terrorism financing.

- d) By signing this GIA, the Recipient does not necessarily agree with any of the sanctions lists, nor acknowledge that any Palestinian individual or organization included in any list is a terrorist or terrorist entity.

VII. Budget, Project Account and Payment Modalities

- 1. In consideration of the present Agreement, the approved project work-plan, and detailed budget, NDC grants the Recipient a maximum total amount of **EUR (-----)**
- 2. The Recipient undertakes to contribute a total of **EUR (.....)** equivalent towards the cost of the project. (As shown in Annex C - Project Main Budget Items).

3. The Recipient shall open a special bank account in New Israeli Shekels (ILS) for the grant received under the NDC project. For the purpose of this project, at least two signatures will be required on the designated bank account for any withdrawals or transfers from the project account.
4. The Recipient agrees that all funds disbursed shall be used in full to finance eligible expenses no later than October 1, 2027.
5. Funds transferred to the Recipient by NDC, and not used for their agreed purposes, shall be accounted for and repaid to NDC.
6. If the Recipient cannot provide supporting documentation for any expense, then the amount allocated to this item will be returned to NDC.
7. The first payment shall be made following the signature of the Agreement.
8. Subsequent payments shall be made in accordance with the payment schedule in Annex E. Prior to each payment, the Recipient shall submit the following:
 - i. A Financial Report according to the format provided by NDC.
 - ii. A bank statement showing the cash movement during the reporting period for the account designated for the project fund.
 - iii. All supporting documents for all expenditures executed, including invoices. Original invoices will be needed.
 - iv. In case of procurement, meeting minutes of the bidding committee shall be attached, in addition to all other relevant supporting documents.
9. The final payment will only be disbursed when the Recipient can verify that all project components have been implemented, and that the project has been completed and all conditions in the Agreement met, and the final report received and approved by NDC and upon receiving a clearance letter from the assigned external auditor.
10. Payments will be transferred from NDC to the Recipient in ILS according to the exchange rate determined on the date when NDC converts the funds received from AFD to ILS.
11. All payments will be transferred into the Recipient's bank account, details of which are provided in Annex B.
12. Reallocation between main budget items are subject to NDC written approval. Reallocation of up to 15% as a maximum among the approved sub-items of the main budget lines is allowed. NDC's written approval is required for reallocations of more than 15% among the approved sub-items of the main budget lines
13. The Recipient shall facilitate the work of the **external auditor** assigned by NDC to audit the funded project during the implementation of the project and at the end of the project. The external audit will be carried out within 60 days of the completion of the project activities. This payment shall be paid directly by NDC to the assigned external auditor.

VIII. Reporting: Progress and Financial

1. The Recipient undertakes to provide NDC with regular consolidated progress and financial reports in accordance with the approved work-plan. The Recipient shall provide the following reports to NDC during the grant period:
 - a. Update on the project work plan.
 - b. Semi-annual reports (progress and financial) to be submitted no later than 30 days after the end of the reporting period.
 - c. Completion report (narrative and financial) to be submitted no later than 30 days after the completion of the project activities.
2. All reports mentioned above shall be drafted in English and are subject to NDC's written approval unless otherwise agreed by the Parties.
3. All reports mentioned above will be submitted to NDC at the following address:

NGO Development Center – NDC Abu Sbeih Building – AlRam Tel. # 02-234 7771, Fax # 02-234 7776

4. NDC has the right to reject any report which it deems inappropriate or incomplete, and request the Recipient to revise it. NDC could also raise or address questions to the Recipient or other relevant parties and investigate any piece of information included in these reports.

IX. Legal effect

The Schedules annexed hereto form part of this Agreement and have the same legal effect as the other terms of this Agreement.

X. Modification of Agreement

Modification of the Agreement: the terms and conditions of this Agreement, including the Annexes, may be modified in writing by mutual agreement of both parties, provided that such modification is deemed inevitable, and thus conducive to the implementation of the project.

XI. Termination of Agreement

1. Termination of this Agreement may only be by a written notice from NDC or the Recipient. Notice will come into effect five (5) working days after certification that the NDC/Recipient has received this notice. The termination will come into effect 30 (thirty) days after certification that the NDC or Recipient has received this notice. In such a case, the balance of grant funds recorded in the Agreement and not disbursed will be returned to NDC, and all other obligations and liabilities born in the present Agreement by NDC and/or the Recipient will cease by termination of the present Agreement.
2. The Termination Notice will be sent to the following addresses:

For NDC:

Attention: Ghassan Kasabreh – Director
Address: Abu Sbeih Building – Al Ram
Tel: # 02-2347771

Fax: # 02-2347776

For the CSO:
Attention:
Address:
Tel:
Fax:

3. The Agreement can be terminated under, but not limited to, the following conditions:
 - a) If within a maximum period of six months from signature of this Agreement, the Recipient has not taken substantial steps in the direction of implementation, as per the work plan presented prior to the disbursement of the first installment, and without any justification acceptable to NDC.
 - b) If the Recipient is dissolved, and thus lose any recognized legal status.
 - c) If internal disputes or problems arise within the Recipient organization(s), that may block the implementation of the project in the opinion of NDC.
 - d) If NDC determines, based on established evidence, that there has been any corrupt or fraudulent management of project funds. NDC shall have the right to pursue full remedy of the situation by all legal means.
 - e) If the Recipient is taken to court by any other party or donor and mismanagement or misallocation of fund is established by court.
 - f) If NDC's Agreement with the AFD is terminated. Under this condition alone, the Recipient shall be reimbursed for non-cancelable obligations properly incurred prior to the date of the official notice of termination.
 - g) If the recipient uses funds received from this grant for any other purposes than the intended purposes established for the grant.
 - h) If the recipient fails to submit consolidated narrative and/or financial reports to NDC within the established deadlines. Such failure may result in holding or delaying the disbursement of funds, and may consequently result in the cancellation of disbursement of any remaining funds owed by NDC.
 - i) If the Recipient shall offer to, seek, or accept from, or be promised by third parties, for themselves or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, which could be interpreted as an illegal or corrupt practice. Such practices may provide grounds for the dissolution and/or termination of the present Agreement or part thereof.
4. Under all these conditions, the unspent balances outstanding in the Recipient's bank account for the purpose of this project and any budget amount that has been disbursed on the project without providing appropriate documentation and evidence to NDC will be returned immediately to NDC.

XII. Special Provisions

Special Provisions that apply to your specific project are outlined in Annex I.

XIII. Confidentiality – Disclosure of information

- a) The Recipient shall not disclose the content of the Agreement and any project related information to any third party without prior consent from NDC, except to any person to whom the Recipient has a disclosure obligation under any applicable law, regulation or judicial ruling.

- b) Notwithstanding any existing confidentiality agreement, NDC may disclose any information or documents in relation to the project to its auditors, experts, rating agencies, legal advisors or supervisory bodies, and any person or entity for the purpose of taking any protective measures or preserving the rights of NDC under this Agreement.

- c) Furthermore, the Recipient hereby expressly authorizes NDC to communicate and disclose on its website information relating to the project and its financing.

XIV. Applicable Law and Dispute Settlement

- a) The Agreement shall be governed by the Palestinian Law.

- b) Any, dispute, controversy or claim, arising out of / or in connection with the Agreement, that cannot be settled amicably shall be referred to the courts of Ramallah.

XV. Entry Into Force:

This agreement comes into force and effect upon signature by both parties.

This Agreement is issued in ALRAM On -----, and bound by the following signatures:

For NDC:

Ghassan Kasabreh
NDC Director

For the Recipient:

(Name of Organization)

Name(s) and signature(s) of
Authorized representative(s)

(Sig.)

Annex A
Definitions

- “Act of Corruption”** means any of the following:
- (a) 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; or
 - (b) 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.
- “Act of Terrorism”** Means any of the following:
- (a) Any act prohibited by Conventions and Protocols of the United Nations Organization related to the fight against terrorism (which may be consulted on the following website: <https://legal.un.org/ola/Default.aspx>); or
 - (b) Any offence referred to be articles 3 to 10 of Directive (EU) 2017/541 of the European Parliament of 15 March 2017 on combating terrorism; or
 - (c) Any other action done with the object of killing or severely injuring a civilian or any other person who does not participate in hostilities in a situation of armed conflict, which, by its nature or context, aims to intimidate a population or to unduly compel a government or an international organization to perform or abstain from performing any act.
- “Anti-Competitive Practices”** means:
- (a) 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 favouring 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;
 - (b) any abuse by a company or group of companies of a dominant position within a domestic market or in a substantial part thereof; or
 - (c) 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.
- “Agreement”** means this Grant Implementation Agreement and all documents and Annexes, forming part of this Agreement.
- “Authorization(s)”** means any Authorization, consent, approval, resolution, permit, licence, exemption, filing, notarization or registration, or any exemptions in respect

thereof, obtained from or provided by an Authority, whether granted by means of an act or omission within a defined time limit.

“Embargo” means any sanction of a commercial nature which is intended to prohibit any import or export (any supply, sale or transfer) of one or several types of goods, products or services going to and/or coming from any country for a given period and as published and amended by the United Nations, the European Union or France.

“Financial Sanctions List” means the list(s) of specially appointed persons, groups or entities which are subject to financial sanctions by the United Nations, the European Union and France.

For information purposes only and for the convenience of the Beneficiary, who may not rely on them, the following references or website addresses are provided:

For the lists maintained by the United Nations, the following website may be consulted:

<https://www.un.org/securitycouncil/fr/content/un-sc-consolidated-list>

For the lists maintained by the European Union, the following website may be consulted:

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_fr

For the lists maintained by France, the following website may be consulted:

<https://www.tresor.economie.gouv.fr/services-aux-entreprises/sanctions-economiques/dispositif-national-de-gel-des-avoirs>

“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.

“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 its 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.

“Illicit Origin” means funds obtained through:

the commission of any predicate offence as designated in the FATF 40 recommendations Glossary under "*catégories désignées d'infractions*" (http://www.fatf-gafi.org/media/fatf/documents/recommendations/Recommandations_GAFI.pdf):

- any Act of Corruption; or
- any Fraud against the Financial Interests of the European Community, if or when applicable.

“Recipient”

means the Civil Society Organization entering into agreement as party to this Agreement.

“Currency”

means EURO, and will be the official currency used for preparation of payments outlined in this Agreement.

Annex B
Special Bank Account Details

1- Project Number and Title

Title of Project :
Project Location :
Project No. :

2- Bank Account Details:

2.1 Account Holder Name :
2.2 Account Number :
2.3 Account Currency :
2.4 Name of Bank :
2.5 Branch Name and Number :
2.6 IBAN Number :
2.7 Bank Address :
2.8 NGO registration Number :

3- Name of Authorized Signatories:

Full Name

- 1. Mr./Mrs
.....
- 2. Mr./Mrs
.....
- 3. Mr./Mrs
.....

Annex C
Project Main Budget Items

- NDC Contribution : EUR _____
- Recipient CSO / Other contribution : EUR _____
- **Total** : EUR _____

The detailed items will be listed in the table below:

Budget Line	Total Cost (EUR)	NDC Contribution (EUR)	Recipient CSO / Other Contribution (EUR)
1.			
2.			
3.			
4.			
Totals			
Percentage	100%		

Annex D
Detailed Project Budget

Annex E
Payment Schedule

Payments Number and Payment %	Amount in Euro	Conditions
1. 1 st Payment (--%)		Upon signing the GIA and NDC approval of the project Procurement Plan (PP).
2. 2 nd payment (--%)		Upon disbursing at least 70% of the previous payment.
3. 3 rd payment (--%)		Upon disbursing at least 70% of the previous payment and 100% of the penultimate payment.
4. 4 th payment (--%)		Upon disbursing at least 70% of the previous payment and 100% of the penultimate payment.
5. 5 th payment (--%)		Upon disbursing 100% of the committed fund and approval of the audited and progress reports, no later than 60 days from the completion of the project.
TOTAL		

Annex F
Members of the Board of Directors

◆ **Date of last election:** _____

Name	Position Title
1)	
2)	
3)	
4)	
5)	
6)	
7)	
8)	
9)	

Annex G
Procurement Manual

Annex H
Covenant integrity

Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the bid or proposal : Large Investments for Education & Culture(the "**Contract**")

To: NDC _____ (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.

Annex I
Special Provisions

The special conditions, outlined in the Annex, constitute the special provision for this Agreement, and are an integral part of this Agreement