bpifrance
ASSURANCE EXPORT

CREDIT INSURANCE

CREDIT INSURANCE APPLICATION FORM

DAC N°

(internally given number)

This document and its annexes are a translation into English language of the original document entitled **"Formulaire de demande d'assurance-crédit"** and is provided by Bpifrance Assurance Export for convenience only. Bpifrance Assurance Export has made its best effort to ensure that the information provided is as complete and correct as possible. Nevertheless, Bpifrance Assurance Export cannot be held responsible for any errors, mistakes, or discrepancies between this translated version and the original document and cannot be held liable for any loss or damage resulting out of reliance on this translation.

In the following document, some French legal concepts and terms are expressed in the English language. The concepts and terms used may not be identical to those described by the English legal terminology employed. Accordingly, those concepts and terms have the meanings ascribed to them under French law, irrespective of whether they are accompanied by their translations into French language.

For more information please contact **assurance-export@bpifrance.fr**

1. YOU

	Applicant	Exporter (if different from the applicant)
Company name:		
Address:		
Siret no. (14 digits) (identification number):		
Turnover (€ M):		

Contact person

Applicant		**Exporter** (if different from the applicant)	
Mr/Ms:		Mr/Ms:	
Tel:		Tel:	
Email:		Email:	

Bank (if known at the time the application is submitted):

Mr/Ms:		Mr/Ms:	
Tel:		Tel:	
Email:		Email:	

2. SUBSIDIARITY PRINCIPLE

The legal provisions ruling officially supported export credit insurance specify to act according to the subsidiarity principle with private insurance.

Have you contacted the private market? ❑ yes ❑ no

Comments (reason for submitting the application to **Bpifrance Assurance Export**):

3. YOUR EXPORT CONTRACT (*)

Main features

Purpose:

	Buyer	Borrower (if different from the buyer)
Company name:		
Status (public/private):		
Address: (head office)		
Registration no. / Tax identification no.:		
Website:		
Email:		
Tel:		

Country of buyer:

Country of end user (if different from country buyer's):

Contract value: Contract currency:

Exchange value in €: Conversion rate:

Payment currency:

Status of contract: ❑ Project ❑ Concluded - Date: ❑ Entry into force - Date:

Is your transaction paid in cash over a period of less than 24 months? ■ yes ■ no

If yes :
For contracts strictly below €1.5 M, only the National Content in percentage must be entered in the breakdown table.
For contracts between €1.5 M and €5 M, a simplified breakdown table must be completed.
For contracts above €5 M, the full breakdown table must be completed.

Are you applying for a French "crédit mixé"? ■ yes ■ no

If yes, do you authorize the transmission of the information provided as part of the credit insurance application review process to the Interministerial Project Aid Committee ("Comité Aide Projet Interministériel")? ■ yes ■ no

Fossil fuels**

Does your application for insurance relates to the export of goods or services for an operation directly linked to the exploration, production, transportation, storage, refining or distribution of coal or liquid or gaseous hydrocarbons, or the production of energy from coal?

❑ yes ❑ no

If yes, please answer the following question: Does your operation decrease the negative environmental impact, improve the safety of existing facilities or their impact on health without increasing their life span or production capacity, or does it aim at the dismantling or conversion of these facilities? ❑ yes ❑ no

Are exported goods and/or technologies for military use and/or dual-use covered by French regulations and/or any other equivalent applicable foreign regulations? ❑ yes ❑ no

Are components of the exported goods for military use and/or dual-use covered by French regulations and/or any other equivalent applicable foreign regulations? ❑ yes ❑ no

If you have answered yes to at least one of the two questions above, please fill in the **"Certification of goods appendix"** attached to this declaration.

Project in the renewable energy sector or green technologies ***

Do you apply for Environnemental Bonus? ❑ yes ❑ no

❑ Co-contracting ❑ Subcontracting ❑ Direct payments ❑ "If and when" payments

Incoterms : ❑ CIF ❑ FOB ❑ others (specify) :

* see explanatory notice
** see article L 432-1 of the French Insurance Code as amended by the 2023 Finance Law (loi de finances 2023)
*** see explanatory notice on the environmental bonus

Is the total amount of your contract above €10 M? ❑ yes ❑ no

Is your project located in or near one of the sensitive areas classified under national or international rules? ❑ yes ❑ no

If you have answered yes to at least one of the two questions above, please fill in the **"Global Impact, Environmental and Social appendix"** attached to the present application form.

Does your contract include a price revision clause? ❑ yes ❑ no

if yes: % of contract value:

Method of payment for price revisions: ❑ cash ❑ credit

Is the operation located in an orange or red area of the Ministry for Europe and Foreign Affairs security map available on: **http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/conseils-par-pays/**? ❑ yes ❑ no

Are you sending any staff to the location concerned? ❑ yes ❑ no

Can you specify the number of people, the length of their stay and any security measures planned or taken ?

For the purposes of this operation, is an agent acting on your behalf? ❑ yes ❑ no

Has a contract with this agent been concluded yet? ❑ yes ❑ no

Will a contract be concluded? ❑ yes ❑ no

Bpifrance Assurance Export reserves its right to request the agent's contract at any time.

Name and address of the agent acting on your behalf for the purposes of this operation:

Has any remuneration been paid to this agent? ❑ yes ❑ no

Will any remuneration be paid for the purposes of this operation? ❑ yes ❑ no

What is the purpose for paying this remuneration?

What are its amount and its modalities of payment?

Is the remuneration being paid in the agent's country? ❑ yes ❑ no

If not, in which country?

International call for tenders: ❑ yes ❑ no

Are you aware of any competition with one or more supplier(s)? ❑ yes ❑ no

If yes, which one(s) (name, nationality, terms of the tender, etc.):

Are you aware of any possible support from other credit insurers for this operation? ❑ yes ❑ no

If yes, which one(s), and under what terms and conditions?

Breakdown of the contract by currencies

	Accounting currency	Amount in accounting currency	Payment currency
National and foreign content			
Local content			

Breakdown of the contract by content [sale price for the French content (including margin), cost price for the foreign and local content)] and execution periods (counted in months reckoned from entry into force "m")*

If your application concerns a French exporting company with a turnover strictly under to € 300M over the 3 last consecutive years or a foreign company, please in addition attach to this application the content breackdown of contract table available at the following address : **"Breakdown table"**.

If your application concerns a French exporting company with a turnover greater or equal to € 300M over the 3 last consecutive years or a foreign company, please in addition attach to this application the content breackdown of contract table available at the following address : **"Breakdown table"**.

We kindly remind you that the table relating to the analysis of the French content is part of the present credit insurance application form. By signing the latter you hereby certify that all information you have provided in the table is exact and you shall inform Bpifrance Assurance Export of any change immediately upon becoming aware of it.

* see explanatory notice

Foreign content in purchase price? (*)

Nature	Country of origin	Amount in €

Incurred expenses

For the purpose of this operation, are there or will there be any contract expenses incurred before the contract enters into force: ❑ yes ❑ no

Date of start of expenses:

Nature of expenses (studies, purchases of supplies, etc.):

Amount of expenses:

Bonds

	Currency	Amount	% Contract value	Issuance	Release
❑ bid bond				m+	m+
❑ advance payment bond				m+	m+
❑ performance bond				m+	m+
❑ retention bond				m+	m+
❑ other (specify):				m+	m+

Payment terms

	National and foreign content	Local content
% at order		
% at deliveries		
% during execution		
% at performance end (final delivery, provisional acceptance)		
% upon final acceptance		
other (specify)		
TOTAL		

Payment / financing modalities

Your commercial contract:
❑ is payable in cash
❑ is being financed (supplier credit, buyer credit, documentary credit with deferred payments)

Is it a project finance? * ❑ yes ❑ no

If yes: File opening fees ("DOD") and renewal fees ("DR") apply. (Please refer to the amounts specified in the Explanatory Notice accompanying the Credit Insurance Application Form.).

❑ Based on statements payable at days ❑ Bank transfer

❑ Documentary credit Date of issue: Amount :
Issuing bank: Confirming bank:

* see explanatory notice

❑ Supplier credit

❑ Simple discounting of receivables

❑ Discounting of receivables without recourse Date of discounting / assignment agreement:

❑ Bank assignment Discounting / assignee bank:

❑ Buyer credit Lending bank:

❑ With progress payments Date of loan contract: Financing currency:

Characteristics of the credit to be covered

	National and foreign content	Local content
% of credit		
Credit period (years)		
Starting point of credit		

Repayments terms (Principal + Interest): ❑ Decreasing ❑ equal ❑ half-yearly ❑ quarterly ❑ other:

Rate Stabilization ("Stabilisation de taux")*: ❑ yes ❑ no

If yes which Interest make up rate ("Taux Stabilisé")?

The contract involves a SME which is not a subsidiary of a large group and with a turnover ≤ €150 M

❑ yes > **CIRR ("TICR")***

The amount of the contract is ≤ €500 M with an execution period ≤ 4 years and a repayment period ≤ 10 years

❑ yes > **CIRR ("TICR")***

The contract falls under the OECD Arrangement Appendices I to IV (ship, nuclear, civil aircraft, climate change) :

❑ yes > Adjusted Rate* ("Taux Adapté") communicated on request (contact our department: d.a.i@bpifrance.fr)*

The contract amount is > €500 M, or the execution period > 4 years, or the repayment period > 10 years.

❑ yes > **Adjusted Rate* ("Taux Adapté") communicated on request** (contact our department: d.a.i@bpifrance.fr)*

Locking and maintaining modalities of the requested Stabilized Rate:

Stabilized Contract Rate ("Taux Stabilisé au contrat commercial") * ❑ yes ❑ no

Holding period of Stabilized Rate: after the signing date of the commercial contract please notify us

Stabilized Offer Rate ("Taux à l'Offre") ❑ yes ❑ no

Holding period of Stabilized Rate: ❑ 6 months ❑ 12 months

Stabilized Rate at the signing date of the Financing Contract * ❑ yes ❑ no

Capitalisation of interest during execution period: ❑ yes ❑ no

Capitalisation of premium: ❑ yes ❑ no

* see explanatory notice

Credit(s) without official support

Will there be any other credit(s)? ❑ yes ❑ no

	Lender / Institution	Credit insurer	Amount in €
❑ International financing*			
❑ Other credits			

Security/securities*

Will any securities be set up? ❑ yes ❑ no

Payment guarantee(s): ❑ yes ❑ no

	Guarantor no.1	Guarantor no.2
Name / Company name		
Address (company head office)		
Registration no. / tax reference		
Website		
Ownership link with buyer / borrower		

Collateral / asset-based security/securities: ❑ yes ❑ no Specify:

Other security/securities: ❑ yes ❑ no Specify:

4. REQUESTED GUARANTEES / INSURANCES*

	Private debtor		Public or sovereign debtor
	Political risk*	Commercial risk*	

4.1 - Insurances to exporters

During the export contract execution period

❑ Contract interruption cover (*)	❑	❑	❑

Maximum (€) (**):

Incl. (€): Corresponding to the amount of the advance payment bond

Incl. (€): Corresponding to the amount of the performance bond (***)

Incl. (€): Corresponding to the amount of the retention bond (***)

Incl. (€): Corresponding to the amount of the other bonds (***)

(***) Only when the bonds can be called during the execution period

or (*)

❑ Receivables during the execution period (*)	❑	❑	❑

Covered amount (€):

❑ Cover of sum of receivables corresponding to deliveries payable during the execution period (*)

❑ Intangible property / assets cover (*)

❑ Services delivery cover (*)

At the end of and after the export contract execution period

❑ Debt following completion of contractual obligations cover (*)	❑	❑	❑

❑ Terms due at the end of the contractual obligations (final delivery, provisional acceptance) (*)

❑ Terms due upon final acceptance (*)

❑ Supplier credit (*)

Bond commitment cover

❑ Bond commitment cover (*)	❑	❑	❑

❑ Bid bond

❑ Advance payment bond

❑ Performance bond

❑ Retention bond

❑ Other bond (specify):

❑ Cover of expenses incurred before the contract enters into force (*)	❑	❑	❑

Amount (€):

4.2 - Guarantees to credit institutions

❑ Buyer credit cover	❑	❑	❑
❑ Unconditional guarantee (*)	❑	❑	❑
❑ Discounting of supplier credit without recourse cover	❑	❑	❑
❑ Bank assignment of supplier credit cover	❑	❑	❑
❑ Documentary credit confirmation cover	❑	❑	❑

5. OTHER PUBLIC GUARANTEES REQUESTED OR ENVISAGED

	If request for cover already made	
❑ Market Prospection Repayable Advance	contract no:	
❑ Export Bond Insurance (exporter risk)	requirement no:	
❑ Working Capital Insurance (exporter risk)	requirement no:	
❑ Investment insurance	reference no:	
❑ Exchange risk insurance	reference no:	

* see explanatory notice

** With regard to public works contracts or contracts with a significant local content, you can refer to the documents available under this link to help you determine the peak risk of the contract by constructing your risk curve and thus evaluate the amount of the maximum guaranteed limit requested.

6. SUBJECTION TO THE SAPIN 2 LAW

Is your structure subject to[1] the obligation to comply with Article 17 of Law n°2016-1691 dated 9 December 2016 relating to transparency, the fight against bribery and the modernisation of economic life, known as "Sapin 2"?

❏ Yes – please fill in the questionnaire "Sapin 2" in the appendix to this declaration

❏ No

7. LIST OF DOCUMENTS TO BE PROVIDED WITH THE CREDIT INSURANCE APPLICATION FORM

Know your customer (KYC) / anti-money laundering and combating the financing of terrorism (AML/CFT)

Pursuant to current regulations concerning efforts to tackle money laundering and financing of terrorism *(Ordinance no. 2009-104 of 30 January 2009, Decree no. 2009-1087 of 2 September 2009 and current orders)* and the obligations of vigilance that arise out of them, **the applicant is imperatively required to enclose copies of the following documents with the signed credit insurance application form:**

- copy of the signatory's valid official identity documents, and his/her letters of authority if (s)he is not the company's statutory representative (*)
- valid official identity documents of the statutory representative[2] and beneficial owners[3] of the exporter
- capitalization table or detailed capital structure of the exporter's entire shareholding chain, dated and signed by the company's statutory representative or authorized person and issued by the exporter

Environmental and Social Impact Assessment

The assessment of the environmental and social impacts of the projects[4] is an integral part of the underwriting process.

This assessment is part of the OECD recommendation of the council on common approaches for officially supported export credits and environmental and social due diligence (the "common approaches")

The Common Approaches apply to all types of officially supported export credits that are intended for exports of capital goods and / or services (with the exception of exports of military or aeronautical or space equipment or agricultural products) and which have a repayment period of two years or more. The assessment is systematic for projects over €10 M and / or located in environmentally and socially sensitive areas.

Host country standards and relevant international standards, especially those of the World Bank Group, must be respected. These standards concern in particular the protection of the environment in the broad sense (protection of biodiversity, climate, cultural heritage, control of liquid effluents and atmospheric emissions, etc.), as well as the consideration of social / societal impacts (protection of workers, population displacement, human rights, etc.).

If the export project meets at least one of the eligibility criteria (contract more than €10 M or located in a sensitive area), a thorough environmental and social assessment must be conducted by **Bpifrance Assurance Export**. The information in the appendix is filled in by ticking the appropriate boxes, if necessary, answering the questions asked. The answer provided will be used as the input data for a preliminary screening of the environmental and social risk of the projects.

At the end of this evaluation, the projects are classified in three categories (A, B, C) according to the importance of their potential impacts. Each category has an environmental and social risk management process and specific requirements. Depending on the risk, environmental and social conditions may be covenanted into the guarantee.

For further information, you may consult the Environmental and Social section on the **Bpifrance Assurance Export** website:
https://www.bpifrance.com/products/environmental-and-social-assessment/

The application for credit insurance cannot be processed without these documents.

It is pointed out that copies of the articles of incorporation and the company registration certificate are not mandatory if the applicant is a credit institution, a publicly-listed company or one of its subsidiaries owned in a proportion of 75% or more.

[1] Structures subject to the law are "[.] a company employing at least five hundred employees or belonging to a group of companies whose parent company has its registered office in France and whose workforce includes at least five hundred employees, and whose turnover or consolidated turnover is greater than €100 M [...]. Publicly-owned industrial and commercial establishment (EPIC) [employing at least 500 employees or belonging to a public group with at least 500 employees and a turnover or consolidated turnover exceeding €100 M." Only credit institutions and exporters are concerned; this item does not concern other applicants.

[2] Not necessary for :

- listed companies or at least 75% owned by a listed company
- public institutions and public organizations

[3] For a company, the beneficiaries are individuals who ultimately directly hold or own 25% of the capital or voting rights. In case absence of such an individual having a percentage of ownership ≥ 25%, it is necessary to identify the individual(s) who exercise effective power of control of the company.

[4] Sensitive areas are national parks and other areas protected under national or international law, or other sensitive sites of regional importance, national or international such as marshes, remarkable coastal areas, forests with high biodiversity, areas of landscape, archaeological, etc. importance or cultural and areas of importance to indigenous peoples or other vulnerable groups.

* See explanatory notice.

Bpifrance Assurance Export
Acting on behalf, on the account and under the supervision of the State
An SAS (simplified joint-stock company) with capital of 30,000,000 euros – Créteil Trade and Companies Register (RCS), Reg. No. 815 276 308 –
VAT No. FR 29 815 276 308
Registered office: 27-31, avenue du Général Leclerc - 94710 Maisons-Alfort Cedex - Tél. : +33 1 41 79 80 00 - **bpifrance.fr**

8. APPENDICES TO BE FILLED IN

Details of the request	Appendices to be submitted duly filled in
❑ In all cases, mandatory for every new application for cover	❑ Applicant's/exporter's anti-bribery and personal data protection declaration (*) (to be filled in by the applicant and by each exporter for each operation)
❑ One or more credit institution(s) is/are requesting a guarantee	❑ Credit institution's anti-bribery and personal data protection declaration (*) (to be filled in by each credit institution for each operation)
❑ In case of the export contract meets one of the environmental and social assessment eligibility criteria mentioned in part 3 of the application for covers (*)	❑ Social and environmental assessments Appendix
❑ In case of building and public works contract or a contract including a local content > 25% of the contract value	❑ Public Works Appendix
❑ Your establishment is subject to the obligation to comply with Article 17 of Law n°2016-1691 dated 9 December 2016 relating to transparency, the fight against bribery and the modernisation of economic life, known as "Sapin 2" (only credit institutions and exporters are concerned; this item does not concern other applicants)	❑ Appendix "Sapin 2" – Questionnaire relating to the existence of specific procedures of identification and prevention of bribery risks under the Sapin 2 Law (This appendix must be fill in by the credit institution even if the credit institution has not signed the application for cover, this appendix must be completed. It does not concern the applicant if different from the credit institution or the exporter)
❑ Your project seems to meet the eligibility criteria for the Environmental Bonus as described in the notice relating to the appendix Environmental Bonus and you are applying for it	❑ Environmental Bonus Appendix
❑ The exported goods and/or technologies are military and/or dual-use goods and/or technologies covered by French regulations and/or any other equivalent applicable foreign regulations ❑ Components of the exported goods are military and/or dual-use components covered by French regulations and/or any other equivalent applicable foreign regulations	❑ Certification of goods Appendix

Date of the application:

Name and capacity of the duly authorised signatory:

Signature and seal of the company / institution making the application:

* see explanatory notice

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APPLICANT'S / EXPORTER'S ANTI-BRIBERY AND PERSONAL DATA PROTECTION DECLARATION APPENDIX

Following the adoption on 17 December 1997 of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the law amending the French Criminal Code and the French Code of Criminal Procedure for the purposes of implementing these provisions was passed on 30 June 2000 and amended by the law of 13 November 2007 (this law can be viewed at ***www.legifrance.gouv.fr****). In addition, on 13 March 2019, the OECD Council adopted a Recommendation aimed at discouraging bribery in international transactions financed with officially supported export credits. In accordance with these legislative provisions,* ***this document must imperatively be filled in, dated and signed by the applicant and by each exporter who holds the export contract.***

Company name:

Address:

SIRET no. /identification number:

ANTI BRIBERY REQUIREMENTS

1. Is the applicant/exporter as well as the natural or legal person acting on its behalf in connection with the transaction, listed on the publicly-available debarment lists of the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development or the Inter-American Development Bank?

❑ yes ❑ no

2. Is the applicant/exporter or any natural or legal person acting on its behalf in connection with the transaction referred to in section 3 of this application for cover currently under charge in any court or is, to the best of his knowledge, formally under investigation by public prosecutors for violation of laws against bribery of any country?

❑ yes ❑ no

3. Within a five-year period preceding this application, has the applicant/exporter or any natural or legal person acting on its behalf in connection with the transaction referred to in section 3 of this application for cover been convicted in any court for violation of laws against bribery of any country, been subject to equivalent measures, or been found as part of a publicly-available arbitral award to have engaged in bribery ?

❑ yes ❑ no

If so, evidence of the preventive and corrective measures taken by the exporter must be provided to **Bpifrance Assurance Export.**

4. The applicant/exporter confirms that, to the extent that agents, intermediaries or any other natural or legal person acting on its behalf in connection with the relevant transaction are or have been involved in the negotiation or conclusion of the commercial contract, the fees and commissions paid or agreed to be paid to them have been or will be paid for legitimate services only.

❑ yes ❑ no ❑ N/A*

* No agent or any intermediary is acting in connection with this transaction

UNDERTAKINGS / AUTHORISATIONS

1. **We undertake to keep Bpifrance Assurance Export** informed of any changes in relation to this information.
2. **We authorise Bpifrance Assurance Export** to communicate with regard to the project to which this application for cover relates, when the contract has entered into force, and to mention the name of our Company, the covered amount, the country and name of the project, and, when necessary, actions pursued relating to the environmental and social issues.
3. **We acknowledge that Bpifrance Assurance Export**, acting as a body commissioned by the French State to manage and issue in its name, on its behalf and under its control the public export guarantees referred to in article L. 432-1 of the French Insurance Code, may communicate to competent state authorities and multilateral authorities any information or, in general, anything that is made known to it in connection with this application for cover or with the credit insurance policy that may be issued.
4. **We declare that** we have taken note of the OECD Guidelines for Multinational Enterprises operating in or from countries adhering to these Guidelines, which recommend that they should comply with the rules of good conduct in their international commercial activities.
5. **We also declare that** we have taken note of the OECD Convention on Combating Bribery of Foreign Public Officials, the Recommendation of 13 March 2019 on Bribery and Officialy Supported Export Credits and articles 435-3 et seq. of the French Criminal Code in relation to combating bribery.
6. **We declare that** our Company or any person acting on our behalf has/have not committed, in relation to the aforementioned export operation, any acts of bribery prohibited by articles 435-3 et seq. of the French Criminal Code and will not commit such acts in connection with the aforementioned operation.
7. **We undertake to provide,** at the request of **Bpifrance Assurance Export**, any information regarding the identity of persons acting on our behalf in connection with the operation to which this application relates, and in relation to the amount and purpose of fees and/or remunerations that have been or are to be paid to them.

PROTECTION OF PERSONAL DATA

We acknowledge that:

Within the framework of the application for cover Bpifrance Assurance Export, acting as a data controller, collect personal data.

In accordance with the applicable regulations, in particular the European Regulation 2016/679, known as the General Data Protection Regulation (GDPR) and the French provisions concerning data processing, files and freedoms ("Loi Informatique et Libertés"), and subject to the conditions provided for by the latter, the individuals concerned are granted a right to access, correct, object, limit the processing and delete their collected personal data, and as well as a right for their portability.

The process of personal data treatment carried out by **Bpifrance Assurance Export** is available in the Bpifrance Assurance Export Data Protection Policy accessible via this link.

This policy may be changed and updated periodically to reflect legislative or regulatory changes or to meet the **Bpifrance Assurance Export**'s disclosure requirements under the rules applicable to the personal data protection. Bpifrance Assurance Export invites any persons concerned to consult it regularly on the Bpifrance website.

Confidentiality and disclosure of information:

We explicitly acknowledge, agree and authorise **Bpifrance Assurance Export** to disclose confidential information:

- to the State of the French Republic;
- to any French or European administrative, judicial, arbitral or supervisory authority should they need it to know it for the purposes of administrative, judicial or arbitration proceedings;
- to entities which are directly or indirectly provided that they have been informed of the confidential nature of the information disclosed involved for the purposes of this application in reinsurance or joint insurance agreements;
- to other entities within the **Bpifrance** group, where such disclosure is necessary to enable these entities to fulfil their legal or regulatory obligations provided that they have been informed of the confidential nature of the information disclosed.

Such intra-group disclosure of information shall not, under any circumstances, release entities within the **Bpifrance** group from confidentiality obligations of legal, regulatory or contractual origin (including rules established by agreement with the State) which apply to them in relation to third parties.

Signed in _____, on _____

Name and capacity of duly authorised signatory*:

Signature and seal of company

* Attach copies of the signatory's valid national identity card or passport, and his/her letters of authority if (s)he is not the company's statutory representative.

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Company name:

Address:

SIRET no. /identification number:

ANTI-BRIBERY REQUIREMENTS

1. Is your institution as well as the natural or legal person acting on its behalf in connection with the transaction, listed on the publicly-available debarment lists of the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development or the Inter-American Development Bank?

❑ yes ❑ no

2. Is your institution or any natural or legal person acting on its behalf in connection with the transaction referred to in section 3 of this application for cover currently under charge in any court or is, to the best of his knowledge, formally under investigation by public prosecutors for violation of laws against bribery of any country?

❑ yes ❑ no

3. Within a five-year period preceding this application, has your institution or any natural or legal person acting on its behalf in connection with the transaction referred to in section 3 of this application for cover been convicted in any court for violation of laws against bribery of any country, been subject to equivalent measures, or been found as part of a publicly-available arbitral award to have engaged in bribery?

❑ yes ❑ no

If so, evidence of the preventive and corrective measures taken by your institution must be provided to Bpifrance Assurance Export.

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VAT No. FR 29 815 276 308
Registered office: 27-31, avenue du Général Leclerc - 94710 Maisons-Alfort Cedex - Tél. : +33 1 41 79 80 00 - **bpifrance.fr**

UNDERTAKINGS / AUTHORISATIONS

1. **We undertake** to keep **Bpifrance Assurance Export** informed of any changes in relation to this information.
2. **We take note** that **Bpifrance Assurance Export** acting as a body commissioned by the French State to manage and issue in his name, on behalf and under his control, the public export guarantees referred to in article L. 432-1 of the French Insurance Code, may communicate to competent state authorities and multilateral authorities any information or, in general, anything that is made known to it in connection with this application for cover or with the credit insurance policy that may be issued.
3. **We declare** that we have taken note of the OECD Convention on Combating Bribery of Foreign Public Officials, the Recommendation dated 13 March 2019 on Bribery and Officially Supported Export Credits, and Articles 435-3 et seq. of the French Criminal Code in relation to combating bribery.
4. **We declare** that our Institution or any person acting on our behalf has/have not committed, in relation to the aforementioned export operation, any acts of bribery prohibited by i) articles 435-3 et seq. of the French Criminal Code or by (ii) similar legal provisions applicable in case of domiciliation in another country or by (iii) the OECD Convention dated 17 December 1997 on combating bribery of foreign public officials in international business transactions and will not commit such acts in connection with the aforementioned operation.
5. **We undertake to provide,** at the request of **Bpifrance Assurance Export**, any information with regard to the identity of persons acting on our behalf in connection with the operation to which this application relates, and in relation to the amount and purpose of fees and/or remunerations that have been or are to be paid to them.

PROTECTION OF PERSONAL DATA

We take note that:

Bpifrance Assurance Export, acting as a data controller, may collect personal data via the non-disclosure agreement.

In accordance with the applicable regulations, in particular the European Regulation 2016/679, known as the General Data Protection Regulation (GDPR) and the French provisions concerning data processing, files and freedoms ("Loi Informatique et Libertés"), and subject to the conditions provided for by the latter, the individuals concerned are granted a right to access, correct, object and delete data about them, to limit processing and to ask for data portability.

The process of personal data carried out by **Bpifrance Assurance Export** is available in the Bpifrance Assurance Export Data Protection Policy accessible via this link.

This policy may be changed and updated periodically to reflect legislative or regulatory changes or to meet the **Bpifrance Assurance Export**'s disclosure requirements under the rules applicable to the personal data protection. Bpifrance Assurance Export invites any persons concerned to consult it regularly on the Bpifrance website.

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Confidentiality and disclosure of information:

We explicitly acknowledge, agree and authorise **Bpifrance Assurance Export** to disclose confidential information:

- to the State of the French Republic;
- to any French or European administrative, judicial, arbitral or supervisory authority which needs to know it for the purposes of administrative, judicial or arbitration proceedings;
- provided that it has informed them of the confidential nature of the information disclosed, to entities which are directly or indirectly involved for the purposes of this application in reinsurance or joint insurance agreements;
- in connection with this application;
- provided that it has informed them of the confidential nature of the information disclosed, to other entities within the **Bpifrance** group, where such disclosure is necessary to enable these entities to fulfil their legal or regulatory obligations.

Such intra-group disclosure of information shall not, under any circumstances, release entities within the **Bpifrance** group from confidentiality obligations of legal, regulatory or contractual origin (including rules established by agreement with the State) which apply to them in relation to third parties.

Signed in _____, on _____

Name and capacity of duly authorised signatory*:

Signature and seal of institution

* Attach copies of the signatory's valid national identity card or passport, and his/her letters of authority if (s)he is not the company's statutory representative.

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GLOBAL IMPACT, ENVIRONMENTAL AND SOCIAL APPENDIX

1. GENERAL INFORMATION ABOUT THE PROJECT

1. Description of the whole project, which the application for cover relates to:

2. Please specify any sensitive areas concerned:

- ❑ High-biodiversity areas which are protected by national law (national parks, nature reserves, etc.) or international law (IUCN Red List, Ramsar Convention, UNESCO biosphere reserves, Natura 2000 areas, etc.)
- ❑ Primary, tropical or subtropical forests
- ❑ Marine protected areas or remarkable coastal areas (coral reefs, marshes, mangroves, deltas, etc.)
- ❑ Areas of scenic, cultural, historical or archaeological interest (UNESCO World Heritage sites, etc.)
- ❑ Areas of interest for indigenous or vulnerable populations (nomadic peoples, ethnic minorities, etc.)

3. Detailed Geographic location of the project:

Please specify the GPS coordinates of the project:

Area, city :

Current use of land : ❑ Natural ❑ Agricultural ❑ Urban ❑ Industrial

4. Production capacity of the project:

Current :

Final :

5. Estimated technical calendar of the project:

Construction period: from to

Start-up period : from to

Operation/Exploitation period: from to

6. Sector of activity of the project:

- ❑ Water and Sanitation
- ❑ Agriculture, Forestry
- ❑ Food Industry
- ❑ Public Works and Infrastructures
- ❑ IT, Telecommunications
- ❑ Hydrocarbons and petrochemicals
  - ❑ Coal ❑ Oil ■ Gas
- ❑ Power generation, distribution and storage
- ❑ Mining and extractive industries
- ❑ Dams and hydropower facilities
- ■ Road, Sea, Train Transports

7. Environmental and Social Governance :

Exporters/Investors/Banks:

Will you apply a dedicated environmental and social policy to the project (Equator Principles, Sector Policy ...)?

❑ yes ❑ no

Please specify :

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2. GLOBAL IMPACTS OF THE PROJECT

1. Environmental and Social Contributions (Positive Impacts)

Will the project have a positive impact on:

- environment (biodiversity, land/water/air quality, renewable energies…)? ❑ yes ❑ no
- social/society (employment, health, safety…)? ❑ yes ❑ no

Please specify:

Will the project contribute positively to the UN Sustainable Development Goals (SDGs) and to the Paris Agreement on Climate Change?
[**www.un.org/sustainabledevelopment/sustainable-development-goals**] ❑ oui ❑ non

if yes, please specify which SDGs:

2. Environmental and Social Risks (Negative Impacts)

Has civil society or NGOs raised any challenges to the project? ❑ yes ❑ no

Is this project located in an area of ecological, cultural, and/or historical significance under international or national law (of the destination country)? ❑ yes ❑ no

Will the project lead to any displacement/resettlement of local populations? ❑ yes ❑ no

Please specify :

3. Assessment and monitoring of project impacts

1. Has an Environmental and Social Impact Assessment (ESIA) been developed?

❑ Approved ❑ Under development ❑ Not planned

Please attach the ESIA and related licenses if any (construction/exploitation/certificates…)

2. Will there be any environmental and social monitoring and reporting on the project?

❑ yes ❑ no

If yes, will the monitoring be undertaken by : ❑ your society
❑ your client/buyer
❑ independent consultants:

If yes, please specify the nature, frequency and duration of the monitoring (reports, management plans, E&S audits, etc.):

3. ANY COMMENTS

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PUBLIC WORKS APPENDIX

1. BREAKDOWN OF THE CONTRACT (PRINCIPAL AMOUNT AND IN €)

	National and foreign content		Local content	
	Amount	% of contract value	Amount	% of contract value
Studies				
Labour				
Purchases				
Construction site equipment (*)				
Overheads				
Other expenses				

including main subcontractors:

(*) specify, if applicable, the terms and conditions on which the equipment is being leased:

2. PRICE CALCULATION METHOD

❑ List of unit prices ❑ Fixed price ❑ Cost plus fees ❑ Audited expenditure

❑ Other :

This calculation method applies to:

❑ The whole contract ❑ The part of the contract that is made up of the civil engineering or assembly works

3. SPECIAL DEMANDS

Do you apply for the cover of these special demands (for the risk of non-payment)? ❑ yes ❑ no

If yes, for what percentage of the contract value (maximum 20%):

4. CONTRACTUAL CLAUSES AND CONDITIONS LAID DOWN BY THE SPECIFICATIONS

Do the general conditions of the contract comply with the "Conditions applicable to civil engineering contracts[1]"?

❑ yes ❑ no

Do the general conditions refer to any other applicable provisions (e.g. Administrative Conditions of Contract of the buyer's country, etc.)? ❑ yes ❑ no

Specify the significant special clauses of the contract:

What are the conditions regarding the entry into force of the contract?

Time-limit for approval and payment of statements:

[1] Drawn up jointly by the International Federation of Consulting Engineers (FIDIC) and the European Construction Industry Federation (FIEC). These documents, which include a specimen tender form and a specimen contract, are available from the following organisations: FIDIC **(www.fidic.org / fidic@fidic.org)**, FIEC **(http://www.fiec.org/ / info@fiec.com)** and FNTP (National Public Works Federation) **(www.fntp.fr / infos@fntp.fr)**.

Changes to the contract:

- Can the client project manager unilaterally make changes to the works as it sees fit for the purposes of the contract?
  ❑ yes ❑ no
- If the changes relate to just one part of the contract, specify which one:
- If changes are made to the volume of the works, will the exporter be entitled to payments resulting from the changes requested by the project manager? ❑ yes ❑ no
- Can the project manager extend the execution period? ❑ yes ❑ no
  If yes, state the formalities for this:
- In the event of a major change, can the project manager suspend the works or terminate the contract? ❑ yes ❑ no
  If yes, on what basis?
- If the contract is not paid for, can the exporter suspend the works or terminate the contract? ❑ yes ❑ no
  If yes, on what basis?

Legal clauses - Specify the main characteristics of the following clauses of the contract:

- Force majeure clause:
- Termination clause:
- Jurisdiction clause:
  - Arbitration clause:
  - Other jurisdiction clause:
- Applicable law:

5. CONSULTING ENGINEER

Name :

Address :

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APPENDIX - QUESTIONNAIRE PERTAINING TO THE SAPIN 2 LAW

QUESTIONNAIRE RELATING TO THE EXISTENCE OF SPECIFIC PROCEDURES OF IDENTIFICATION AND PREVENTION OF BRIBERY RISKS UNDER THE SAPIN 2 LAW

You have certified in section 4 above that you are subject to the compliance obligation of section 17 of the Sapin 2 Law. In this respect, please certify that your establishment has put in place measures and procedures that meet these obligations concerning the following points:

1. a code of conduct defining and illustrating the different types of behaviour to be proscribed as being likely to characterise acts of bribery or influence peddling. This code of conduct is incorporated into the company's internal rules and regulations and is therefore subject to the procedure for consulting employee representatives provided for in Article L. 1321-4 of the Labour Code;

❑ Yes, I certify ❑ No, I do not certify

2. an internal warning system designed to enable the collection of reports from employees concerning the existence of conducts or situations contrary to the company's code of conduct;

❑ Yes, I certify ❑ No, I do not certify

3. a risk mapping in the form of regularly updated documentation designed to identify, analyse and prioritise the risks of exposure of the company to external solicitations for the purpose of bribery, depending in particular on the business sectors and geographical areas in which the company operates;

❑ Yes, I certify ❑ No, I do not certify

4. procedures for assessing the situation of customers, first-tier suppliers and intermediaries with regard to risk mapping;

❑ Yes, I certify ❑ No, I do not certify

5. accounting audit procedures, whether internal or external, designed to ensure that books, records, and accounts are not used to conceal bribery or influence peddling. These controls may be carried out either by the company's own accounting and financial control departments or by using an external auditor when carrying out the account certification audits provided for in Article L. 823-9 of the French Commercial Code;

❑ Yes, I certify ❑ No, I do not certify

6. a training program for managers and staff most exposed to the risks of bribery and influence peddling;

❑ Yes, I certify ❑ No, I do not certify

7. a disciplinary system enabling the company's employees to be punished in the event of a breach of the company's code of conduct;

❑ Yes, I certify ❑ No, I do not certify

8. an internal control and evaluation system for the measures implemented.
Independently of the liability of the persons mentioned in Title I of Article 17 of Law n°2016-1691, the company is also liable as a legal entity in the event of failure to comply with the obligations provided for in Title II of Article 17 of Law n°2016-1691.

❑ Yes, I certify ❑ No, I do not certify

Signed in _____, on: _____

Name and capacity of duly authorised signatory*:

Signature and seal of the company

* Attach copies of the signatory's valid national identity card or passport, and his or her letters of authority (if she/he is not the companies statutory representative) if the signatory is not the legal representative of the company.

ENVIRONMENTAL BONUS APPENDIX

This appendix is optional and only need to be completed if benefice of the Environmental Bonus is applied for. In order to justify your eligibility for the Environmental Bonus, please answer the questions below.

Please also provide, together with this completed appendix, an additional note explaining your answers and specifying the assumptions and results of the environmental performance analysis (e.g. Life Cycle Assessment, Product Carbon Footprint (PCF) assessment, etc.) as well as any other element demonstrating its potential eligibility.

1. ELIGIBILITY ANALYSIS FOR ALL SECTORS (EXCEPT SHIPPING AND AERONAUTICS)

1.1. In accordance with the sectoral classification (NACE) used for the technical criteria of the Taxonomy, please specify the sector(s) of activity in which your project falls:

1.2. Which objective of the European Taxonomy does your project contribute to (Climate change mitigation, Climate change adaptation, Sustainable use and protection of water resources, Pollution prevention and reduction, Protection and restoration of biodiversity, Transition to a circular economy)?

1.3. How does your project contribute to one of the six objectives of the European Taxonomy (Climate change mitigation, Climate change adaptation, Sustainable use and protection of water resources, Pollution prevention and reduction, Protection and restoration of biodiversity, Transition to a circular economy)?

1.4. With regard to the technical criteria indicated in the Taxonomy for the sector of your project, what is the expected climate performance of your project (e.g. carbon intensity in tons of CO2 per kilowatt-hour, per kilometer, per passenger-kilometer, per ton of products,... energy consumption in Kilowatt-hours per ton of products, energy efficiency, other technical criteria,...) [1]:

Nota Bene: The assessment of eligibility for the environmental bonus does not replace the environmental and social assessment carried out by Bpifrance Assurance Export

[1] All carbon footprints and quantitative climate performance assessments shall comply with the recommendations of the GHG Protocol https://ghgprotocol.org/guidance-0 or ISO 14067 https://www.iso.org/fr/standard/71206.html

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CERTIFICATION OF GOODS APPENDIX

[Name of the company with full appearance] head office of which is located **[Address.....]**, certifies, within the framework of the project, **[Name of the project + references]**, to be aware of the following regulations relating to the import and/or export of military and/or dual-use goods:

- EU and French regulations on the export and import of military goods[1];
- EU and French regulations on the export of dual-use goods[2];
- U.S. regulations on the export and import of military goods or assimilated goods[3], if applicable;
- U.S. dual-use export regulations [4], if applicable;
- any other applicable foreign regulations on the export and import of military goods and/or the export of dual-use goods;

and, having considered these regulations, **[Name of the company]** confirms that it has carried out all the due diligences and checks on the goods - including their components - and/or technologies exported and/or imported and answers to the questions listed below.

1. Are the goods and/or technologies military goods and/or assimilated goods? ❑ yes ❑ no

2. Are all or some of the components of the exported goods military components? ❑ yes ❑ no

3. Are the goods and/or technologies dual-use goods and/or technologies? ❑ yes ❑ no

4. Are all or some of the components of the exported goods dual-use components? ❑ yes ❑ no

5. Insofar as one or more of the exported goods and/or components and/or technologies are military and/or dual-use, has prior authorization been obtained from the competent French authorities, i.e., the Interministerial Commission for the Study of War Materiel Exports (Commission interministérielle pour l'étude des exportations de matériels de guerre - CIEEMG) or the Dual-Use Goods Department in France (Service des biens à double usage en France - SBDU)?

❑ yes ❑ no

Comments:

6. Are the goods and/or all or some of their components and/or technologies exported of U.S. origin?

❑ yes ❑ no

If applicable, please provide us with a complete list of all U.S.-origin components and/or technologies and the percentages they represent in the total value of the good.

(1) The Defense Code (Title III of Book III of the second legislative part and Title III of Book III of the second regulatory part) which sets out the General Regime applicable to war materiel, arms and ammunition, Law n°2011-702 of June 22, 2011 on the control of imports and exports of war materiel and similar materials, the simplification of transfers of defense-related products in the European Union and defense and security markets, Decree n°2012-901 of July 20, 2012 on imports and exports outside the territory of the European Union of war materials, arms and ammunition and related materials and intra-Community transfers of defense-related products, Law n°2012-304 of March 6, 2012 on the establishment of a modern, simplified and preventive arms control and its implementing decree n°2013-700 of July 30, 2013 and the order of June 27, 2012 as amended relating to the list of war materials and related materials subject to a prior export authorization and defense-related products subject to a prior transfer authorization.

(2) European Union Regulation No. 428/2009 of the Council of 5 May 2009 consolidated, whose Annex 1 on the list of controlled goods is updated by Regulation (EU) No 2015/2420 of the Commission of 12 October 2015 supplemented by specific provisions sanctions relating to Iran (Regulation (EU) 2015/1861 of the Council of 18 October 2015 and Implementing Regulation (EU) 2016/1375 of the Commission of 29 July 2016 amending Regulation (EU) 267/2012 concerning the adoption of restrictive measures against Iran) Russia (Council Regulation (EU) No 833/2014 of 31 July 2014 as amended by Council Regulation (EU) No 960/2014 of 08 September 2014) and Syria (Council Regulation (EU) No 36/2012 of 18 January 2012 concerning restrictive measures in view of the situation in Syria) ; a Practical Guide for exporters of dual-use goods is available on the dual-use portal of the Directorate General for Enterprise.

(3) International Traffic Arms Regulations (ITAR) administered by the Directorate of Defense Trade Controls (DDTC) which regulates the export or import of military goods on the United States Munitions List (USML).

(4) Export Administration Regulation (EAR) administered by the Bureau of Industry and Security (BIS) which regulates the export or import of dual-use goods on the Commerce Control List (CCL).

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7. The exported goods and/or all or some of their components and/or technologies are of U.S. origin, does not their export violate U.S. export control and sanctions regulations[5]?

❑ yes ❑ no ❑ Not applicable

8. Insofar as one or more of the exported goods and/or components and/or technologies of U.S. origin are military and/or dual-use, has prior authorization from the competent U.S. authorities been obtained, i.e. the Directorate of Defense Trade Control (DDTC) and/or the Bureau of Industry and Security?

❑ yes ❑ no ❑ Not applicable

9. Have the exported goods and/or technology transited through the United States?

❑ yes ❑ no ❑ Not applicable

10. Insofar as the exported goods and/or technology have transited throughout the United States, does not their export violate U.S. export control and sanctions regulations?

❑ yes ❑ no ❑ Not applicable

11. Have the exported goods and/or all or some of their components and/or technology a foreign origin (non-French and non-US)?

❑ yes ❑ no

12. Insofar as the exported goods and/or all or some of their components and/or technology are of foreign (non-French and non-US) origin, does not their export violate applicable foreign export control and sanctions regulations?

❑ yes ❑ no ❑ Not applicable

13. Insofar as one or more of the exported goods and/or components and/or technologies of foreign (non-French and non-US) origin are military and/or dual-use, has prior authorization from the competent foreign authorities been obtained?

❑ yes ❑ no ❑ Not applicable

Signed in _____, on: _____

Name and capacity of duly authorised signatory*:

Signature and seal of the company

* Attach copies of the signatory's valid national identity card or passport, and his or her credentials if the signatory is not the legal representative of the company.

[5] The export of goods is subject to ITAR rules if they contain U.S. military components and/or technology, regardless of the proportion that these military components and/or technology ultimately represent in the exported goods.
The export of goods is subject to BIS rules if they contain U.S. components and/or technology (including dual-use) insofar as such components and/or technology exceed a certain threshold ("of minimis"). The threshold for the "of minimis rules" is set forth in the BIS guidelines: https://www.bis.doc.gov/index.php/documents/pdfs/1382-de-minimis-guidance/file
and https://www.bis.doc.gov/index.php/documents/regulations-docs/452-supplement-no-1-to-part-740-country-groups/file.

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EXPLANATORY NOTICE

You have an export project, you can send to Bpifrance Assurance Export us as soon as possible (in principle, before the export contract is signed):

- ✓ *The application form for credit insurance and the applicable documents and appendices, duly completed and signed.*
- ✓ *Any data useful for the analysis of the application for cover, i.g. financial statements (last 3 financial years) of the buyer, borrower or guarantor.*
- ✓ *By email :* ***assurance-export-clients@bpifrance.fr***

or

- ✓ *By post :* ***Bpifrance Assurance Export - Administration et suivi des risques***
  24, rue Drouot - 75009 Paris

To fill out the credit insurance application, please read the explanations below. Note that it is important to fill in the various sections as accurately as possible. In particular, the details of the buyer, borrower and/or guarantor (company name, address and tax registration number) are essential to begin analysing the application. In addition, having the contact details of the person in charge of the following-up of the export project will enable us to deal with it more efficiently.
We may also ask you to provide further information, and the contractual documents.

For any further information or to find out about other State guarantees, see our website ***www.bpifrance.com*** *or contact us at the following email address:* ***assurance-export@bpifrance.fr***

1 - YOUR EXPORT CONTRACT

Characteristics of the contract

- ***Scope:***
  - Nature of the supplies and services (studies, assembly, supervision, etc.)
  - Equipment to be delivered (number of units, power, capacity, etc.)
  - Location of the project
  - Extent of the exporter's responsibility (delivery, "turnkey", etc.)

- ***Conversion rate:*** the rate to be used is the rate of conversion into euros that is applicable on the day when the prices are given to the buyer or on the date on which the application is submitted if this is earlier than the time when the prices are given to the buyer.
- ***Co-contracting/subcontracting:*** only where this is done with foreign companies.

Analysis of the contract by content

The template of the credit insurance application must devide the commercial contract as a whole or, in the case of a consortium involving a French company to other French and/or foreign companies (in the same corporate group or independent), the batch for which cover is requested.

Exported Share: French content + foreign content.
The French Content is defined as the added value of the project carried out by a company on the French territory. It is defined based on French services and supplies. It includes services provided and/or supplies produced by the exporter itself, by its French subcontractors or carried out on French production sites. It includes industrial content, services, and financial content, as described in the User Guide.

The following are considered as French content:

- ***French Industrial content:***
  - components or supplies manufactured on industrial sites based in France;
  - Supplies purchased from distributors / traders / wholesalers when the French character of the fabrication and processing is precisely determined;
  - assembly performed by workers who hold an employment contract which is subject to French law (including for foreign subsidiaries).

- ***French services content:***
  - studies and services (engineering, R&D, training, after-sales service, etc.) carried out by staff, in France, of French companies or by subsidiaries of foreign companies which are located in France (in the case of R&D costs contributing to several projects, the share of the overall R&D may be allocated to the contract on the basis of sufficient supporting evidence. Local companies (e.g. subcontractors), even if they are subsidiaries of French companies, do not constitute a French content);
  - assembly performed by workers who hold an employment contract which subject to French law;
  - costs of transportation by sea where the shipowner who issues the bill of lading is headquartered in France or in an EU country and if the shipowner who provides the transportation is headquartered in France or an EU country;
  - Services provided by French central purchasing agencies on behalf of the exporter may be considered as French content.

(1) For more information on determining the French Share: **French Share User Guide - DG Treasury**

- ***French Financial content:***
  - The project's gross margin (excluding overhead and personnel costs, which are separate items), equal to the turnover minus project costs;
  - Internal structure overheads (excluding local subsidiaries' own overheads);
  - Insurance and financial costs if the services are provided by establishments registered in France.

The ex-ante analysis by the French Treasury or its external auditors ("Pôle audit de l'Inspection générale des Finances") of the French Part is compulsory in the following cases:
1. When the export contracts (or batch, in the case of a consortium) are worth €400m or more;
2. When companies have a turnover of at least €300m over the last three consecutive years and a declared French content of less than the Foreign content;
3. For any project that also benefits from a direct loan from the French Treasury.
For more information on determining the French Share: **French Share User Guide - DG Treasury**

Foreign content: goods or services which originate or come from a foreign country or which are subcontracted to a company from a foreign country other than the debtor's country; goods which are imported into France and released for consumption are regarded as foreign, except company equipment which is owned by the exporter or one of its subsidiaries and is used to perform the export contract and raw materials which are incorporated into the associated supplies.

Local content: goods purchased or services provided in the debtor's country by the exporter itself or subject to its responsibility
- subcontracts awarded to local companies for the purposes of procuring supplies or providing services;
- purchases or hire of equipment from local companies;
- wages paid to local workers;
- part payable in local currency of wages and subsistence allowances for French personnel, even if the latter obtains individual authorisations for the transfer of all or part of such wages and allowances;
- local administrative expenses;
- any other expense in payment for services provided in the buyer's country (financial costs, transportation, insurance, etc.);

Payment and financing modalities

- ***Project financing***

  Industrial or infrastructure project (energy, transportation, telecommunications, environment, mining, etc.) carried out by a project company subject to private law which is being incorporated (or was incorporated recently) and whose debt must be serviced by the revenues from the project itself, lenders only have recourse against the project company and/or limited recourse against its shareholders. For further information, please visit:
  https://assurance-export.bpifrance.fr/en/offre/assurance-financement-de-projet/

  File opening fees ("DOD") of €8,000, or renewal fees ("DR") of €4,000, are charged by Bpifrance Assurance Export for Project Finance transactions. Where financing rate stabilization is granted, additional DOD fees, on top of those mentioned above, amounting to €1,000 (or €500 in the case of a renewal "DR"), will also be charged.

- ***Financing rate stabilization ("stabilisation de taux"):*** Management of Natixis-DAI's rate stabilization activities has been transferred to Bpifrance Assurance Export as of January 1, 2023. They are now managed by Bpifrance Assurance Export's AI department. Option managed by Bpifrance Assurance Export on behalf of the French State which enables exporters and banks to offer the borrower financing at a fixed rate corresponding a choosen stabilized rate (CIRR) or adjusted rate.

The Stabilized Rate can take **2 possible values, *depending on the size of the exporting company, the value of the contract and the duration of the contract:***

- ***CIRR:***
  - If the contract involves a SME which is not a subsidiary of a large group and with a turnover ≤ €150 M
  - For other companies: if the contract value < €500m, the repayment period ≤ 10 years and the execution period ≤ 4 years, as well as (excluded operations following under the scope of Appendix I to IV of the OECD Arrangement: climate change, nuclear, civil aircraft, ship).

- ***Adjusted rate:***
  - If the total amount of the contract is > €500 M with a construction period > 4 years or with a repayment period of more than10 years
  - If the contract falls under the OECD Arrangement Appendices I to VII (ship, nuclear, civil aircraft, renewable energy, rail infrastructure, project finance)

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The commercial interest reference rate CIRR is the minimum fixed rate set monthly by the OECD.
It is published no later than the 10th of each month and is valid from the 15th of the month in which it is published to the 14th of the following month. It is available for several currencies, including the Euro and US Dollar.
https://www.bpifrance.fr/procedure-de-stabilisation-de-taux-dinteret

- ***The Adjusted Rate***

Adjusted Rate is quoted by Bpifrance Assurance Export and the French public authorities (French Treasury, Direction générale du Trésor) at the request of the exporter or the bank (Contact details: d.a.i@bpifrance.fr).

The request must be sent by email to d.a.i@bpifrance.fr and must state the following information:

- amount of the commercial contract,
- amount of the credit,
- the drawdown period,
- the repayment period,
- the starting point of credit,
- the interest capitalization (Yes/No),
- the premium capitalization (Yes/No),
- the Stabilized Offer Rate (Yes/No),
- the Stabilized Contract Rate (Yes/No),
- the 4-month additional lock-in period option (Yes/No),
- OECD Arrangement (Yes/No),
- OECD Sector Understandings (Yes/No – If yes, please specify)

TERMS AND CONDITIONS FOR SETTING AND MAINTAINING STABILIZED RATES

When the credit insurance application is submitted for a project, before signature of the commercial contract, the applicant may either request the:

(a) Offer Rate ("Taux Stabilisé à l'Offre") is equal to the sum of the Make up Interest Rate (CIRR or Adapted Rate as applicable) in force at the date of the offer of cover and a Reservation Margin.
The rate may be reserved for 6 months, with a Reservation Margin of 20 basis points, or for 12 months, with a Reservation Margin of 44 basis points. If the credit agreement has not been signed (1) by the end of this period, a new Make up Rate may be requested and will be established based on the Make up Rate in force on that date and a Reservation Margin, with the applicant having the option of choosing again between the Contract Rate and the Offer Rate. The new rate may not be lower than the rate previously fixed.

(b) Contract Rate ("Taux au Contrat »)
The Contract rate is equal to the Make up Rate in force at the date of signature of the commercial contract (1) and a Reservation Margin. When the commercial contract is signed, the rate may be reserved for a period of up to 12 months, in accordance with the following table:

At the date of signature of the commercial contract the margin can be reserved up to 12 months according to the following table:

Reservation period	Margin (in basis points)
Up to 6 months	20
7 month	23
8 month	26
9 month	30
10 month	34
11 month	39
12 month	44

(1) It should be noted that this date corresponds to the moment when the two parties sign the mutually binding documents, and at which point the buyer is no longer in a position to negotiate with other suppliers or solicit new offers.

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(c) the Financing contract rate (« Taux de Contrat de Financement »)

The Financing contract Rate is equal to the Make up Rate in force at the date of signature of the credit agreement. By definition, this Stabilised Rate is not subject to reservation.

- International financing: financing by an international or regional lender (World Bank, EBRD, AFD, Asian Development Bank, etc.).
- French crédit mixé : A loan is considered blended when the financing includes both a French direct Loan ("Prêt du Trésor") application and a bank loan guaranteed by Bpifrance Assurance Export.
  In the case of a French "crédit mixé" application, and subject to your consent provided in the credit insurance application form, the information submitted as part of the credit insurance application review process may be shared with the Interministerial Project Aid Committee ("Comité Aide Projet Interministériel").
  This allows you, where the credit insurance application is submitted before the Project Aid Committee review, to avoid having to provide certain documents required for the French direct Loan assessment, such as the Statement of Consideration Form ("PeC": "Prise en Considération") and part of the decision file (although the expert appraisal remains mandatory).
  The final decision regarding the French direct Loan will be provided by the French Treasury ("Direction générale du Trésor").

Securities

Specify the type of securities guaranteeing payment by the borrower and/or the transfer of the receivables/debt owed to you.

- Personal security: payment guarantee, etc.
- Collateral security: pledge, charge, mortgage, property reservation, etc.

4. REQUESTED GUARANTEES

Causes of loss covered according to the debtor's status and the type of risk

	Contract interruption risk	Risk of non-payment
Causes of loss in case of a public or sovereign debtor		
Default of the debtor	yes	yes
Political and catastrophic events, non-transfer	yes	yes
An action taken or a decision made by the French government or the European Union	yes	yes
Arbitrary termination by the debtor of the covered contract or arbitrary refusal by the debtor to take delivery of the goods or services ordered	yes	no
Political causes of loss in case of a private debtor		
Political and catastrophic events, non-transfer	yes	yes
An action taken or a decision made by the French government or the European Union	yes	yes
Commercial causes of loss in case of a private debtor		
Default of the debtor	on a case-by-case basis	yes
Insolvency of the debtor consisting in its inability to meet its commitments, as legally established or as observed by **Bpifrance Assurance Export**,		yes
Arbitrary termination by the debtor of the covered contract or arbitrary refusal by the debtor to take delivery of the goods or services ordered		no

Causes of loss are only covered if they are explicitly mentioned in the offer of cover (see the detailed list of causes of loss in the general conditions of credit insurance policies).

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During the execution period, the exporter can choose between one of the following two covers:

- ***Contract interruption cover :*** cover for the risk of the contract interruption, with a maximum limit according to your expenditures / revenues curve and including:
  - the amount of the advance payment bond;
  - the amount of the other bonds that are covered, only if they can be called during the execution contract period.

- ***Cover of a sum of receivables during the execution period of the commercial contract :*** cover for the risk of non-payment of approved invoices corresponding to:
- deliveries or service provision;
  - intangible property/assets under a contract granting a right of use which is payable in cash;
  - services payable in cash on the basis of statements.

At the end of the contract execution period:
The ***debt following completion of contractual obligations cover*** provides the exporter with a cover for payments due upon final delivery, provisional acceptance or final acceptance, and supplier credits.

Bonds :

- can be covered under the three products above. In this case, the bonds' cover is ticked, in addition to one or more other insurance product(s) in the exporters' section.
  or
- can be covered by an isolated insurance policy (except advance payment bond). In this case, only the bonds' section should be ticked, in the exporters' section.

- ***Cover for expenses incurred before the contract enters into force:***
  If requested, the risk of interruption of the contract for expenses incurred before the export contract enters into force can be covered on a case-by-case basis and up to a certain limit. Specify the amount and nature of the expenses for which you are requesting the cover.

- ***Unconditional guarantee:*** unconditional guarantee is solely for financing of export contracts of civil aircraft weighing more than ten tons upon take-off and civili helicopters weighing more than one ton upon take-off.

This document is provided for information purpose only. It does not constitute and should not be construed as a contractual offer from **Bpifrance Assurance Export**. **Bpifrance Assurance Export** does its best effort to ensure that the information contained in this document is kept up-to-date, but it reserves the right at any time and without further notice to modify its content and its form.

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EXPLANATORY NOTICE TO THE CREDIT INSURANCE APPLICATION ON THE "ENVIRONMENTAL BONUS" APPENDIX

The State and Bpifrance have introduced a "Environmental Bonus" to encourage export financing of projects essential to the protection of environment. Initially intended to support renewable energies and "green technologies" to mitigate climate change, the Climate Bonus became a Environmental Bonus since January 1, 2024.

In this sense, preferential financial conditions regarding the insured financed portion, the rate stabilization (shipping sector), and the advance on premium for "small" project finance transactions can be applied to eligible projects.

The eligibility of a project is assessed on potential contribution to :

- **(i) Climate change mitigation**
- **(ii) Climate change adaptation**
- **(iii) Protection of water and marine resources**
- **(iv) Transition to a circular economy**
- **(v) Pollution prevention and control or**
- **(vi) Protection and restoration of biodiversity and ecosystems**

In accordance with the criteria set out in the European Commission's Delegated Regulations on the European Taxonomy for sustainable investments.

The Delegated Acts for the six objectives are available following the links below :

For environmental objectives: **Règlement délégué (UE) 2023/2486 de la Commission du 27 juin 2023 complétant le règlement (UE) 2020/852**

For climate objectives : **EUR-Lex - C(2021)2800 - EN - EUR-Lex (europa.eu)**

For new climate objective activities (aeronautics, nuclear, etc.): **Publications Office (europa.eu)**

European Commission tool to simplify research on the European Taxonomy: **EU Taxonomy Compass (europa.eu)**

Nota bene: the assessment of eligibility for the environmental bonus does not replace the environmental and social assessment carried out by Bpifrance Assurance Export.

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