



FORM OF EXPORTER'S CERTIFICATE  
(Co-financing Transactions)

OMB 3048-0052  
Expires: PENDING 2019

(Please type or print legibly)

Name and U.S. Street Address of Exporter:

RE: EXIM Bank Credit/Guarantee/Insurance Number:  
Follower ECA Name and Follower ECA Country: ,  
Purchaser:

Supply Contract/Purchase Order No.(s)<sup>1</sup>

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(The purchaser or buyer identified in the Supply Contract/Purchase Order identified above is referred to hereafter in this Exporter's Certificate as the "Purchaser")  
(Follower ECA Name identified above is referred to hereafter in this Exporter's Certificate as the "Follower ECA")  
(Follower ECA Country identified above is referred to hereafter in this Exporter's Certificate as the "Follower ECA Country")

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Check one: Initial Exporter's Certificate  
Amended Exporter's Certificate. The following has changed:

We understand that the Export-Import Bank of the United States ("EXIM Bank") provides credit support to promote U.S. export sales, and that, subject to the terms of the EXIM Bank Credit/Guarantee/Insurance applicable to the transaction, EXIM Bank will determine the scope of its support for your sale to the Purchaser based on the information provided below.

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<sup>1</sup> Note: Medium-term (non-limited recourse project finance) transactions: if any Local Costs for which Ex-Im Bank support is sought are not included in the Exporter's supply contract(s)/purchase order(s), any such other contracts containing eligible Local Costs must also be included in this list and will be covered by the certifications made by the Exporter in this Exporter's Certificate. For more information: <http://www.exim.gov/policies/local-cost>.



## FORM OF EXPORTER'S CERTIFICATE (Co-financing Transactions)

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To aid in this determination, we, the Exporter, hereby certify:

**PART A: CONTENT**

1. **Content.** This information is based on our reasonable best efforts to assess the value of the goods ("Goods") and services ("Services") to be provided under the above-referenced supply contract(s) or signed purchase order(s) with the Purchaser (the "Supply Contract(s)/Purchase Order(s)"). Content changes may need to be reported via an amended Exporter's Certificate (see Part C below). Check one:

The Goods and Services contain only U.S. Content: the U.S. Content Percentage is 100% (i.e., no Foreign Content, Local Costs, or Excluded Goods and Services (defined below)). Please do not complete the chart if this box is checked.

The Goods and Services contain less than 100% U.S. Content. Please complete the chart if this box is checked.

		Definition	USD
A.	Supply Contract/ Purchase Order(s)	The aggregate price of <u>all</u> Goods and Services in the Supply Contract/ Purchase Order(s).	
B.	Follower ECA-Covered Goods and Services and Excluded	The aggregate price of all Goods and Services that are eligible for EXIM Bank support as Follower ECA-Covered Goods and Services  The aggregate price of all Goods and Services that are <u>not</u> eligible for (or excluded from) EXIM Bank support (e.g., goods not shipped from the U.S.)	Follower ECA-covered:  Excluded:  Total:
C.	Contract Price	A minus B	
D.	Local Costs	The aggregate price of all Goods originated/manufactured in the Purchaser's country and all Services provided by residents of the Purchaser's country.	
E.	Net Contract Price	C minus D	
F.	Foreign Content	The aggregate cost to the Exporter of any Goods (or components thereof) that were produced or manufactured outside the U.S., Services provided by personnel without I-9 Forms, and foreign freight costs and foreign insurance included in the Net Contract Price for Goods exported from the U.S. (Such amount shall not include any Local Costs.)	
G.	U.S. Content	E minus F	
H.	U.S. Content Percentage	G divided by E, expressed as a percentage.	%
I.	Disbursement Percentage	Initial Exporter's Certificate: input the lower of (i) 85% and (ii) the percentage in H. Amended Exporter's Certificate: input the percentage obtained from the Disbursement Percentage Calculator page (if any).	%

**PART B: DOWN PAYMENT**

In connection with the Supply Contract(s)/Purchaser Order(s) referenced above:

1. For any and all provision of Goods and/or Services to date, we have a) received payment in an amount equal to at least fifteen percent (15%) of (i) the portion of the Net Contract Price related to such provision of Goods and/or Services and (ii) the value of the Follower ECA-covered Goods and Services, or b) we have financed such amount pursuant to documents executed by us and the Purchaser, providing for such financing at market rates of interest; and,
2. For any and all provision of Goods and/or Services, we will receive payment in an amount equal to at least fifteen percent (15%) of (i) the portion of the Net Contract Price related to such future shipments or deliveries or future transportation of Goods or provision of Services and (ii) the value of such future provision of Follower ECA-covered Goods and Services: a) at or about the time of such provision of Goods and/or Services, or, b) pursuant to documents executed or to be executed by us and the Purchaser, providing for such financing at market rates of interest.

(For transactions involving 100% U.S. Goods and Services, "Net Contract Price" means the aggregate price of such Goods and Services. For transactions involving less than 100% U.S. Goods and Services, "Net Contract Price" means the amount calculated in row "E" of the chart on page 2 of this Exporter's Certificate.)

We have submitted (or will submit) evidence of payment of our invoices issued in connection with the Supply Contract(s)/Purchase Order(s) listed above.

**PART C: CERTIFICATIONS, CHANGES AND EXIM BANK RELIANCE**

1. Changes to Content. With respect to Part A, "Content", above we will promptly complete and submit an Amended Exporter's Certificate if there has been a "material change" in the U.S. Content Percentage (together with a copy of the completed "Disbursement Percentage Calculator" found at <http://www.exim.gov/tools-for-exporters/credit-administration-and-operations/disbursement-calculator>) prior to any further presentation of invoices for payment. A "material change" in the U.S. Content Percentage occurs if (i) the U.S. Content Percentage has decreased by more than 5% (as compared to the U.S. Content Percentage reported in the initial Exporter's Certificate) and (ii) aggregate foreign content is over 20% (i.e., the new U.S. Content Percentage is less than 80%).

With respect to Part B, we will promptly complete and submit an Amended Exporter's Certificate if there has been any change regarding, or if we have obtained new information or documentation in connection with, the Down Payment.

With respect to Part C, if any of the certifications made therein become untrue, we will promptly submit an amended Exporter's Certificate, noting the changes and with any required attachments, prior to any further presentation of invoices for payment.

2. Changes in Follower ECA-Covered Goods and Services. To the best of our knowledge and belief, we certify that \$\_\_\_\_\_ in Goods and Services to be provided under the Supply Contract/Purchase Orders(s) (as set forth in Part A.1.B of this Certificate) are from the Follower ECA Country or otherwise eligible for Follower ECA support ("Follower ECA-covered Goods and Services"). We will promptly complete and submit an amended Exporter's Certificate if there has been a "material change" in the amount of the Follower ECA-covered Goods and Services prior to any further presentation of invoices for payment. A "material change" in the amount of Follower ECA-covered Goods and Services is defined as a **more than** 5% change in value of the Follower ECA-covered Goods and Services as represented in Part A.1.B.

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3. EXIM Bank Reliance. The undersigned authorized officer, on our behalf, further certifies that the representations made and the facts stated in this Exporter's Certificate are true to the best of our knowledge and belief, and we have not misrepresented or omitted any material facts. We understand that EXIM Bank will rely on the certifications and representations made in this Exporter's Certificate; we agree we are liable for any damages suffered by EXIM Bank's reliance. We also understand that these certifications are subject to penalties for fraud and for providing false documentation, including, but not limited to, those penalties provided for in Article 18 United States Code, Section 1001. **We agree that presentation of invoices to a guaranteed/insured lender or EXIM Bank for payment, under the EXIM Bank Credit/Guarantee/Insurance, is a confirmation and re-certification by us of the information and certifications made herein.** We agree to provide additional information with respect to any of the matters covered in this Exporter's Certificate upon EXIM Bank's reasonable written request.

## CERTIFICATIONS AND SIGNATURE

Please refer to the “Standard Certifications and Covenants for EXIM Applications” set forth in Form [EIB 18-CN](#), posted on the EXIM website at <https://www.exim.gov/tools-for-exporters/applications-forms/complete-list> (the “Standard Certifications”). **THE STANDARD CERTIFICATIONS ARE INCORPORATED INTO THIS APPLICATION AS IF FULLY AND DIRECTLY SET FORTH HEREIN.** When signing this application in the space provided below, the undersigned authorized officer signing on the applicant's behalf certifies and represents that he or she is fully authorized to sign on the applicant's behalf, and that **HE OR SHE HAS READ** the Standard Certifications referenced above **AND IS CERTIFYING AND COVENANTING**, as appropriate, to all of the certifications, acknowledgments and covenants set forth in the Standard Certifications.

Applicant further certifies that the representations made and the facts stated in this application and its attachments **are true and Applicant has not misrepresented or omitted any material facts.** Applicant further covenants that if any statement set forth in this application or in the Standard Certifications, becomes untrue, or is discovered to have been untrue when made, Applicant will promptly inform EXIM of all such changes or discoveries. Applicant further understands that in accepting or approving this application, EXIM is relying upon Applicant's statements set forth in the application and in the Standard Certifications, and all statements and certifications to EXIM are subject to the penalties for false or misleading statements to the U.S. Government (18 USC § 1001, et. seq.).

I, \_\_\_\_\_, do hereby certify that I am the duly appointed and qualified \_\_\_\_\_  
(Title)  
of \_\_\_\_\_ and that as such I am authorized to execute this application  
(Name of Applicant)  
on behalf of \_\_\_\_\_.  
(Name of Applicant)

In witness whereof, I have hereunto signed my name this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

### **INSTRUCTIONS TO EXPORTERS:**

#### **Links and Additional Information**

For information regarding the Exporter's Certificate (and other helpful facts), go to <https://www.exim.gov.gov>. Should you have any further questions about the Exporter's Certificate, please call EXIM Bank's Customer Contact Center at 1 800 565 EXIM/202 565 EXIM. For insurance transactions, please contact your insurance broker or appropriate EXIM Bank regional office.

### **NOTICES**

The applicant is hereby notified that information requested by this application is done so under authority of the Export-Import Bank Act of 1945, as amended (12 USC 635 et. seq.); provision of this information is mandatory and failure to provide the requested information may result in EXIM being unable to determine eligibility for support. If any of the information provided in this application changes in any material way or if any of the certifications made herein become untrue, the applicant must promptly inform EXIM of such changes. The information provided will be reviewed to determine the participants' ability to perform and pay under the transaction referenced in this application. EXIM may not require the information and applicants are not required to provide information requested in this application unless a currently valid OMB control number is displayed on this form (see upper right of each page). EXIM reserves the right to decline to process or to discontinue processing of an application.

**Paperwork Reduction Act Statement:** We estimate that it will take you about 30 minutes to complete this form. This includes the time it will take to read the instructions, gather the necessary facts and fill out the form. However, you are not required to provide information requested unless a valid OMB control number is displayed on the form. If you have comments or suggestions regarding the above estimate or ways to simplify this form, forward correspondence to EXIM and the Office of Management and Budget, Paperwork Reduction Project, OMB# 3048-0019 Washington, D.C. 20503.