

EXIM CO-FINANCING CERTIFICATE

To: Export-Import Bank of the United States

From: [Name and U.S. Street Address of Exporter]

Date: \_\_\_\_\_, 20\_\_

RE: EXIM Transaction No.: \_\_\_\_\_  
Lead ECA Transaction No.: \_\_\_\_\_  
Supply Contract/Purchase Order No.(s):1 \_\_\_\_\_  
Name/Country of Purchaser: \_\_\_\_\_  
Name/Country of Main Contractor: \_\_\_\_\_  
Name/Country of Lead Export Credit Agency: \_\_\_\_\_

Check one:  Initial Co-financing Certificate  
 Amended Co-financing Certificate - The following has changed: [specify]

We understand that the Main Contractor has requested export credit support from the Lead Export Credit Agency ("Lead ECA"), and that the Lead ECA has asked the Export-Import Bank of the United States ("EXIM") to provide a co-financing/reinsurance commitment in support of the goods and services listed in EXIM's letter to us dated [\_\_\_\_\_, 20\_\_] to be provided under the above-referenced supply contract(s) or signed purchase order(s) with the Main Contractor and/or the Purchaser ("Supply Contract/Purchase Order(s)"). To aid EXIM's determination of its ability to issue such commitment to the Lead ECA, and the scope thereof, we hereby certify as follows:

PART A: CONTENT

1. Content. This information is based on our best efforts to assess the value of the goods and services ("Goods" and "Services") to be provided under the Supply Contract/Purchase Order(s), including any local cost goods and services for which EXIM support is requested. Content changes may need to be reported via an amended Co-financing Certificate (see Part D 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 table if this box is checked.
- The Goods and Services contain less than 100% U.S. Content. Please complete the

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1 Note: Medium-term (non-limited recourse project finance) transactions: if any Local Costs for which EXIM 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 Co-financing Certificate. For more information: <http://www.exim.gov/policies/local-cost>.

table 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.	Excluded Goods and Services	The aggregate price of all Goods and Services that are <u>not</u> eligible for (or excluded from) EXIM support (e.g., goods not shipped from the U.S.)	
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 third country-resident personnel, 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.	%

PART B: SHIPPING

2. Shipping Requirements. The Goods have been / will be shipped to:

- Purchaser
- Main Contractor
- Other [please explain]

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If this transaction qualifies as a PR-17 eligible transaction as noted in EXIM's letter to us dated

[\_\_\_\_\_, 20\_\_], we certify that:

- i. Goods that are originated/manufactured in the U.S. and transported by ocean vessel have been and/or will be shipped in vessels of U.S. registry, unless a certification or determination of this requirement has been approved by the Maritime Administration (MARAD), a branch of the U.S. Department of Transportation; and
- ii. We will promptly submit an ocean shipping report (referencing the relevant EXIM Transaction Number and including a description identifying such Goods shipped thereunder) attaching copies of ocean bills of lading and any MARAD waivers (if applicable), to the Credit Administration and Claims Processing Division of EXIM by email at [credit.administration@exim.gov](mailto:credit.administration@exim.gov), following each shipment of such Goods.

#### PART C: CERTIFICATIONS, CHANGES AND EXIM RELIANCE

1. Changes to Content. With respect to Part A: Content, above we will promptly complete and submit an Amended Co-financing 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 Co-financing 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: Cash Payment, we will promptly complete and submit an Amended Co-financing Certificate if there has been any change regarding, or if we have obtained new information or documentation in connection with the Cash Payment.

With respect to Part C: Certifications, Changes and EXIM Reliance, if any of the certifications made therein become untrue, we will promptly submit an amended Co-financing Certificate, noting the changes and with any required attachments, prior to any further presentation of invoices for payment.

2. EXIM Reliance. The undersigned authorized representative, on our behalf, further certifies that the representations made and the facts stated in this Co-financing 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 will rely on the certifications and representations made in this Co-financing Certificate; we agree we are liable for any damages suffered by

EXIM'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 for payment, under the EXIM 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 Co-financing Certificate upon EXIM's reasonable written request.

3. Consent to Disclosure. We consent to the disclosure of EXIM of information obtained from us to the Lead Export Credit Agency.

4. Certifications and Signature

Please refer to the Certifications and Covenants for Direct Loan and Medium Term/Long Term Exporter's Certificates (Part D: Additional Certifications) posted on EXIM's website as document [EIB 15-05](#). **THE CERTIFICATIONS AND COVENANTS FOR EXPORTER'S CERTIFICATES ARE INCORPORATED INTO THIS CO-FINANCING CERTIFICATE AS IF FULLY SET FORTH HEREIN.** When signing this Co-financing Certificate in the space provided below, the undersigned authorized representative signing on our behalf certifies and represents that the undersigned is fully authorized to sign on our behalf, and that THE UNDERSIGNED HAS READ the Certifications and Covenants for Direct Loan and Medium Term/Long Term Exporter's Certificates (Part D: Additional Certifications) referenced above AND IS CERTIFYING AND COVENANTING, as appropriate, to all of the certifications, acknowledgements and covenants set forth in that document.

I, \_\_\_\_\_, do hereby certify that I am the duly appointed and qualified \_\_\_\_\_ of \_\_\_\_\_ and that as such I am authorized to execute this Co-financing Certificate on behalf of \_\_\_\_\_.

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

Name of Exporter:

\_\_\_\_\_

By: \_\_\_\_\_ (Authorized Representative)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Tel. #: \_\_\_\_\_

Email: \_\_\_\_\_

**INSTRUCTIONS TO EXPORTERS:****General:**

Please note that the “Purchaser” refers to the ultimate buyer outside both the U.S. and the Lead ECA’s country. For example, if the exporter is performing under a subcontract to a Main Contractor based in the Lead ECA’s country, the purchaser under the Main Contractor’s export contract is considered the “Purchaser.”

**Part A: Content**

The information provided in Part A will be used to determine the total amount of the EXIM co-financing/reinsurance commitment to the Lead ECA for this transaction. Please refer to EXIM’s Fact Sheets on Foreign Content, Local Costs, and Ancillary Services at <http://www.exim.gov/policies/> for a further explanation of EXIM’s content and cover policies.

**Part B: Shipping**

For a further explanation of EXIM’s shipping requirements, please refer to [www.marad.dot.gov](http://www.marad.dot.gov) and EXIM’s Fact Sheet on Shipping Requirements at <http://www.exim.gov/policies/us-flag-shipping-requirements>. EXIM has indicated in its cover letter whether PR 17/Part B is applicable to this transaction. If you have any questions, please contact the EXIM loan officer.

**Part C: Certifications**

The certifications in Part C cover all Goods and Services (both sourced from the U.S. and from the Purchaser’s country (i.e., local costs), if any) to be supported by EXIM under its co-financing/reinsurance commitment to the Lead Export Credit Agency. If local costs are to be included in the scope of its support, EXIM Bank will list such local cost Goods and Services in its cover letter requesting this certificate. If you have any further questions about the Goods and Services (including local cost Goods and Services) covered by this certificate or are unable to make the necessary certifications as to local costs, please contact your EXIM loan officer.

**Initial Co-financing Certificate**

The Certificate must be completed by the U.S. Exporter and presented to EXIM prior to EXIM’s final approval of its commitment to the Lead Export Credit Agency. Co-financing Certificates are also to be completed by providers of ancillary services (such as banking, financial advisor, technical consultant, and legal) if EXIM support for such services has been requested.

**Amended Co-financing Certificates**

If an amended Certificate is required pursuant to Part C. 1. of the Certificate, the U.S. Exporter should check the “Amended Co-financing Certificate” box at the top of the Certificate and note the change being reflected in the amended Certificate.

Amended Certificates are to be emailed directly to EXIM's Credit Administration and Claims Processing Division at [credit.administration@exim.gov](mailto:credit.administration@exim.gov).

### **Links and Additional Information**

For information regarding the Co-financing Certificate (and other helpful facts regarding Co-financing), go to <http://www.exim.gov/policies/co-financing>. Should you have any further questions regarding the Co-financing Exporter's Certificate, please call the Credit Administration and Claims Processing Division at (202) 565-3612 or email [credit.administration@exim.gov](mailto:credit.administration@exim.gov).

**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 # #####-#### Washington, D.C. 20503.