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| **Annex 3a: MODEL PROGRESS REPORT** |

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| **Project number: …………………………**  **Project title: …………………………**  **Contractor: …………………………**  **Planned project duration: ………….. - …………..** |

# *Instructions:*

* *This report presents a brief summary of the progress of the project and the result(s) achieved so far.*
* *All Progress Reports and attached documents must be in English.*
* *Send one (1) hard copy to the postal address of the Netherlands Enterprise Agency / PSI (hereafter: the Agency / PSI) and one (1) copy by e-mail to* [*PSI@rvo.nl*](mailto:PSI@rvo.nl)*.*
* *The Agency / PSI should receive a Progress Report within one (1) month after achievement of a result or else six (6) months after the last Progress Report in case the time between two (2) results is longer than six (6) months.*
* *The Progress Report should be signed by both Contractor and Recipient (not being the Contractor).*

|  |  |  |  |
| --- | --- | --- | --- |
| **A. General** | | | |
| Result number  Six month period | ….  …. - …. | | |
| Name and address of Joint Venture/Joint project (when already available) | *Name company: Street, City: Tel: E-mail: Website: Other links with information about the project (e.g. video on YouTube):* | | |
| Summary | *Please summarise the progress of the project.* | | |
| **B. Progress of project and result(s) achieved** | | | |
| Progress in project | *Please describe the activities carried out so far to realise the result or project period. Please describe the cooperation between the project partners.* | | |
| Results and sub-results | *Please describe the project results and sub-results achieved for this period with reference to MoVs.* | | |
| Changes in relation to the project (contract) | *Please describe all changes in the project in relation to the contract.* | | |
| **C. Update work plan and project duration** | | | |
| Update work plan | *Please describe the progress (or changes) in the work plan in order to achieve the project results.* | | |
| Changes in relation to the original project period | *Please indicate if the completion date has to be changed. In case of change please give detailed motivation.….etc …* | | |
| **D. External factors, investment climate and economic sustainability** | | | |
| External factors and problems | *Please describe any external factors and problems affecting the project, and how these problems have been or will be resolved.* | | |
| Investment climate | *Please report on problems and risks (including with local government, customs etc) that interfere with doing business in the PSOM country and would hamper a successful continuation of the project. Please describe these problems and add names of responsible bodies.* | | |
| Follow-up financing | *Please describe prospects for external follow-up financing after implementation of the project, and discussions with banks or other financial institutions on this subject. If no discussions took place, why not?* | | |
| **E. Development/transition effects** | | | |
|  | | According to agreement | Realised already (if applicable) |
| Sales volume (EUR)  Joint venture/project: | | ……… | ……… |
| Follow-up investments (EUR)  - Contractor:  - Recipient:  - Other project partners: | | ………  ………  ……… | ………  ………  ……… |
| Direct employment created total (fte) | | ……… | ……… |
| Direct employment created at Contractor (man-years / fte) | | ……… | ……… |
| Direct employment created for women (man-years / fte) | | ……… | ……… |
| Indirect employment (man-years / fte) e.g. outgrowers | | ……… | ……… |
| Knowledge transfer (number of people trained) | | ……… | (with reference to training logbook)  ……… |
| Income effects | | *What effect has the project on the income of the personnel employed in the project (compared to their prior income)?*  *What effect has the project on the income position of outgrowers involved in the project (if applicable)?* | |
| Working conditions | | *Please describe the working conditions and benefits which are being offered to the personnel of the PSI project (think of free transport, free meals, safety measures, housing, health insurance, education, child care).* | |
| Environment | | *Please state what you have done to improve the environmental impact of the project.* | |
| Local economy / chain effects | | *Please state how many local companies and other parties (e.g. outgrowers) have been or are being contracted as subcontractors and clients and what the impact on income and employment is.* | |
| **F. List of Appendices** | | | |
| 1 …… | | | |
| *2 …...* | | | |
| *Etc.* | | | |

**For Contractor For Recipient/JV partner,**

**(not being the Contractor)**

**Name: … … … … … … … Name: … … … … … … …**

**Position: … … … … … … … Position: … … … … … … …**

**Signature: … … … … … … … Signature: … … … … … … …**

**Date: ... … … … … … … Date: … … … … … … …**

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| **Annex 3b: MODEL FINAL REPORT** |

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| **Project number: …………………………**  **Project title: …………………………**  **Contractor: …………………………**  **Planned project duration: ………….. - …………..**  **Actual project duration: ………….. - …………..**  **Achievement date final result: …………………………** |

***Instructions:***

* *The Final Report and all accompanying documents must be in English.*
* *Send one (1) hard copy to the postal address of the Netherlands Enterprise Agency / PSI (hereafter: the Agency / PSI) and one (1) copy by e-mail to* [*PSI@rvo.nl*](mailto:PSI@rvo.nl)*.*
* *The Agency / PSI should receive the Final Report within six (6) weeks after achievement of the last result.*
* *The Final Report should be signed by both Contractor and Recipient.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **A. General** | | | | |
| Result number  Six month period | ….  …. - …. | | | |
| Name and address of Joint Venture/Joint project | *Name company: Street, City: Telnr: E-mail: Website: Other links with information about the project (e.g. video on YouTube):* | | | |
| Summary | *Please summarise the progress of the project in general.* | | | |
| **B. Progress of project and result(s) achieved** | | | | |
| Activities and project organisation | *Please describe the activities carried out to realise the results. How was the cooperation between the project partners?* | | | |
| Results and sub-results | *Please describe the project results and sub-results achieved with reference to MoVs.* | | | |
| Final result | *Please describe the final results achieved in more detail, including as annexes the means of verification.* | | | |
| Changes in relation to the project (contract) | *Please describe all changes in the project in relation to the contract.* | | | |
| Future prospects | *Please describe your view on the future of the project.* | | | |
| **C. External factors, investment climate and economic sustainability** | | | | |
| External factors and problems | *Please describe any external factors and problems affecting the project, and how the problems have been or will be resolved.* | | | |
| Investment climate | | *Please report on problems and risks (including with local government, customs etc) that interfered with doing business in the PSOM country and hampered a successful continuation of the project. Please describe these problems, how these were overcome and add names of responsible bodies.* | | |
| Follow-up financing | | *Please describe prospects for external follow-up financing after implementation of the project, and discussions with banks or other financial institutions on this subject. If no discussions took place, why not?* | | |
| **D. Development/transition effects** | | | | |
|  | | According to agreement | Realised already (if applicable) | Expected (2 years after end of project) |
| Sales volume (EUR)  Joint venture/project: | | ……… | ……… | ……… |
| Follow-up investments (EUR)  - Contractor:  - Recipient:  - Other project partners: | | ………  ………  ……… | ………  ………  ……… | ………  ………  ……… |
| Employment created total (fte) | | ……… | ……… | ……… |
| Employment created at Contractor (man-years / fte) | | ……… | ……… | ……… |
| Employment created for women (man-years / fte) | | ……… | ……… | ……… |
| Indirect employment (man years / fte) e.g. outgrowers | | ……….. | ……… | ……… |
| Knowledge transfer (number of people trained) | | ……… | ……… | (with reference to training logbook)  ……… |
| Income effects | | *What effect has the project on the income of the personnel employed in the project (compared to their prior income)?*  *What effect has the project on the income position of outgrowers involved in the project (if applicable)?* | | |
| Working conditions | | *Please describe the working conditions and benefits which are being offered to the personnel of the PSI project (think of free transport, free meals, safety measures, housing, health insurance, education, child care).* | | |
| Environment | | *Please state what you have done with regard to the environment.* | | |
| Local economy / chain effects | | *Please state how many local companies and other parties (e.g. outgrowers) have been or are being contracted as subcontractors and clients and what the impact on income and employment is.* | | |
|  | |  | | |
| **E. List of Appendices** | | | | |
| 1 …… | | | | |
| *2 …...* | | | | |
| *Etc.* | | | | |

**For Contractor For Recipient/JV partner,**

**(not being the Contractor)**

**Name: … … … … … … … Name: … … … … … … …**

**Position: … … … … … … … Position: … … … … … … …**

**Signature: … … … … … … … Signature: … … … … … … …**

**Date: ... … … … … … … Date: … … … … … … …**

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| **Annex 3c: MODEL SPIN-OFF RESULTS REPORT** |

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| **Project number: …………………………**  **Project title: …………………………**  **Contractor: …………………………**  **Spin-off period: ………………………… (*Starting and ending Date)*** |

# *Instructions:*

* *Spin-off Results Report and accompanying documents must be in English.*
* *Please send one (1) hard copy to the postal address of the Netherlands Enterprise Agency / PSI (hereafter: the Agency / PSI) and one (1) copy by e-mail to* [*PSI@rvo.nl*](mailto:PSI@rvo.nl)*.*
* *The Agency / PSI should receive the spin-off results report two (2) months after the two year spin-off period at the end of the project.*

**Contractor herewith states that**

* he has achieved the following spin-off results as a result of the project during the spin-off period.
* these results are based upon the official records of the Recipient / Joint Venture, himself and his project partners and he has attached sufficient proof for verification.

###### Recipient states that

* he endorses this statement by Contractor.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **A. General** | | | | |
| Spin-off period | …. - …. | | | |
| Name and address of Joint Venture/Joint project | *Name company: Street, City: Telnr: E-mail: Website: Other links with information about the project (e.g. video on YouTube) when available:* | | | |
| Activities and results two years after the project | *Please describe what activities were undertaken in the two years after the PSOM project. What results have been achieved so far? How is the cooperation between the partners at this moment?* | | | |
| Changes after the project | *What changes have been made after the project, regarding the size, the products, the cooperation between the partners etc?* | | | |
| **B. External factors, investment climate and economic sustainability** | | | | |
| External factors and problems | *Please describe any external factors and problems affecting the follow-up of the project, together with the way in which the problems were handled.* | | | |
| Investment climate | | *Please report on problems and risks (including with local government, customs etc )that interfered with doing business in the PSOM country and hampered a successful continuation in the two years after the project. Please describe these problems and add names of responsible bodies.* | | |
| Follow-up financing | | *Please describe how follow-up investments have been financed and if external financing from banks or other financial institutions have been used.* | | |
| **C. Spin-off and development/transition effects** | | | | |
|  | | According to business plan | Realised in the two years after end of the projects | Difference |
| Sales volume (EUR)  Joint venture/project: | | ……… | ……… | ……… |
| Follow-up investments (EUR)  - Contractor:  - Recipient:  - Other project partners: | | ………  ………  ……… | ………  ………  ……… | ………  ………  ……… |
| Employment created locally (fte) | | ……… | ……… | ……… |
| Employment created at Contractor (man-years / fte) | | ……… | ……… | ……… |
| Employment created for women (man-years / fte) | | ……… | ……… | ……… |
| Indirect employment (man years / fte) e.g. outgrowers | | ………. | …….. | ……… |
| Knowledge transfer (number of people trained) | | ……… | ……… | ……… |
| Income effects | | *What effect has the project on the income of the personnel employed in the project (compared to their prior income)?*  *What effect has the project on the income position of outgrowers involved in the project (if applicable)?* | | |
| Working conditions | | *Please describe the working conditions and benefits which are being offered to the personnel of the PSI project (think of free transport, free meals, safety measures, housing, health insurance, education, child care).* | | |
| Environment | | *Please describe your achievements with regard to the environment.* | | |
| Local economy/ chain effects | | *Please state which local companies and other parties (e.g. outgrowers) have been or are being contracted as subcontractors and clients.* | | |
| Deviations | | *Please elaborate on reasons for any deviation between prognosed figures and realised figures.* | | |
| **D. List of Appendices** | | | | |
| 1 …… | | | | |
| *2 …...* | | | | |
| *Etc.* | | | | |

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| **Annex 3d: MODEL BANK GUARANTEE – ENGLISH (not obligatory)** |

The Undersigned, ……………, having its registered office in ………………, hereinafter referred to as: ‘the Bank’, being a Dutch bank.

Whereas an agreement has been entered into between the Netherlands Enterprise Agency / PSI, P.O. Box 93144, 2509 AC, The Hague, hereinafter referred to as: ‘the Principal’,

and

The ….. company with ……… liability named: ……………, having its registered office in ………………, hereinafter referred to as: ‘the Contractor’,

which agreement was entered into for …….. [project title] in …….. [country/region/town], in accordance with the Netherlands Enterprise Agency / PSI project number PSOM/……….;

that the Principal is prepared to make an advance payment to the Contractor of EUR ………… (in words …….. euro) against submission of an unconditional bank guarantee;

that the Undersigned is prepared to make available said unconditional bank guarantee;

the Undersigned hereby stands surety vis-à-vis the Principal for:

1. an amount not exceeding EUR ………. (in words ……… euro);
2. for the timely compliance by the Contractor vis-à-vis the Principal by virtue of the agreement in question, …….. [project title], within the period of time indicated in the agreement in question.

the Undersigned enters into the obligation to pay to the Principal all that owed in the matter by the Contractor according to the Principal’s statement, at the Principal’s first written request and at the mere communication that the Contractor is in default of compliance with the obligations referred to above.

This unconditional bank guarantee comes into effect on ……… and will remain in effect until ….

The Undersigned is not required to make payment under this advance payment guarantee in the event that the written claim from the Principal is not accompanied by a statement by the Principal, bearing a legally valid signature, indicating that the Principal has served the Contractor notice of default, and that the Contractor then failed, in the Principal’s opinion, to meet its contractual obligation(s) within 14 calendar days of the date on which notice of default was served, no later than …. [end date of project].

A notice of default, as described above, is not required in the following cases:

1. the Contractor is in a state of bankruptcy,
2. the Contractor is granted protection from its creditors, or
3. the Contractor dissolves its company.

This guarantee is subject to the law of The Netherlands.

Thus signed and drawn up in ……… on ……….

[Stamp + legally valid signature by the Bank]

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| **Annex 3d: MODEL BANK GUARANTEE – DUTCH (not obligatory)** |

De ondergetekende, ............., gevestigd te ....................., hierna te noemen: "Bank", zijnde een Nederlandse bank.

In aanmerking nemende dat tussen de Rijksdienst voor Ondernemend Nederland, Postbus 93144, 2509 AC, Den Haag, hierna te noemen: "opdrachtgever",

en

De ..... vennootschap met .......... aansprakelijkheid genaamd: ..........., gevestigd te ................, hierna te noemen: "Opdrachtnemer",

een overeenkomst is gesloten voor ........ [project titel] in ...... [land/streek/plaats], volgens opdrachtgever projectnummer PSOM/..........;

dat opdrachtgever bereid is aan Opdrachtnemer een voorschot te verstrekken ad EUR ............ (zegge ........) tegen overlegging van een onvoorwaardelijke en onherroepelijke bankgarantie;

dat ondergetekende bereid is deze onvoorwaardelijke en onherroepelijke bankgarantie te stellen;

dat ondergetekende zich hierbij jegens de opdrachtgever garant stelt voor een bedrag van maximaal EUR ........ (zegge ........ euro);

verbindt ondergetekende zich mitsdien op eerste schriftelijke verzoek en op de enkele mededeling van opdrachtgever dat Opdrachtnemer met de nakoming van zijn hiervoor bedoelde verplichtingen geheel of gedeeltelijk in verzuim is aan opdrachtgever te zullen voldoen al hetgeen Opdrachtnemer volgens opgave van opdrachtgever terzake als vermeld verschuldigd is.

Deze onvoorwaardelijke bankgarantie wordt van kracht op ....... en is geldig tot zes (6) weken na het eind van de implementatiefase / projectperiode, zijnde [dd-mm-jjjj].

De ondergetekende is niet gehouden tot uitbetaling onder deze bankgarantie indien de schriftelijke claim van opdrachtgever niet wordt vergezeld van een door opdrachtgever rechtsgeldig getekende verklaring, inhoudende dat opdrachtgever Opdrachtnemer in gebreke heeft gesteld, en dat deze vervolgens naar de mening van opdrachtgever heeft verzuimd (een) contractuele verplichting(en) alsnog binnen 14 kalenderdagen na de datum van ingebrekestelling, uiterlijk .... [einddatum project] na te komen.

Een ingebrekestelling zoals hierboven omschreven is niet vereist indien:

1. Opdrachtnemer in staat van faillissement verkeert of
2. Opdrachtnemer surseance van betaling heeft aangevraagd of aan hem surseance van betaling is of wordt verleend of
3. Opdrachtnemer in al dan niet vrijwillige liquidatie verkeert.

Op deze bankgarantie is het Nederlandse recht van toepassing.

Aldus ondertekend en opgemaakt te ……………..... d.d. ………….........

[Stempel + rechtsgeldige ondertekening door de Bank]

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| **Annex 3e: MODEL REQUEST TO PURCHASE GOODS AND SERVICES (RPGS)** |

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| --- |
| **Project number: …………………………**  **Project title: …………………………**  **Contractor: …………………………**  **Contact person and direct dial: …………………………**  **Request-number (1, 2, 3): …………………………**  **Reference to item(s) project budget: …………………………** |

***Instructions:***

*Per project no more than three (3) requests to purchase goods and services are allowed. For all goods and directly related services with a value of more than EUR 25,000, the Netherlands Enterprise Agency / PSI (hereafter: the Agency / PSI) will check the market conformity through an independent evaluation organisation. The market conformity of second hand goods will always be checked by a valuation organisation, independent of their value. In some cases the market conformity of services not directly related to goods will be checked (this will be agreed upon in the contract).*

Contractor, acting in conformity with the agreement mentioned and having taken notice of the PSOM General Terms and Conditions 2006, 2007 or 2008 herewith requests the permission of the Agency / PSI to purchase, or obtain internally, the following goods and services.

Contractor declares to supply together with this request sufficiently specified information on the goods and services, such as photocopies of suppliers' offers or otherwise, to enable a thorough and prompt evaluation on market conformity.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Quantity** | **Price**  **(EUR)** | **Supplier** | **Description** | **Amount EUR** |
| …….. | …….. | ……. | …….. | …….. | …….. |
| …….. | …….. | ……. | …….. | …….. | …….. |
| …….. | …….. | ……. | …….. | …….. | …….. |
| …….. | …….. | ……. | …….. | …….. | …….. |
| …….. | …….. | ……. | …….. | …….. | …….. |
| …….. | …….. | ……. | …….. | …….. | …….. |
| …….. | …….. | ……. | …….. | …….. | …….. |
| …….. | …….. | ……. | …….. | …….. | …….. |
|  |  |  |  | **Total EUR** | …….. |
|  |  |  |  | **Maximum budget for this order EUR** | …….. |

**For Contractor**

**Name: … … … … … … …**

**Position: … … … … … … …**

**Signature: … … … … … … …**

**Date: … … … … … … …**

|  |
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| **Annex 3f: MODEL (ADVANCE) PAYMENT REQUEST (no longer obligatory)** |

|  |
| --- |
| **Project number: …………………………**  **Project title: …………………………**  **Contractor: …………………………**  **Bank account number: …………………………**  **Requested amount**  **- technical assistance: EUR …………………..**  **- hardware EUR …………………..**  **Total: EUR …………………..**  **(Advance) payment has reference to**  **- Result no.: …………………………**  **- Request to Purchase of Goods and Services no. (1,2,3): …………………………**  **- Bank Guarantee yes/no**  **I request the Advance Payment mentioned above in conformity with our agreement regarding the implementation of the project.** |

**For Contractor**

**Name: … … … … … … …**

**Position: … … … … … … …**

**Signature: … … … … … … …**

**Date: … … … … … … …**

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| **Annex 3g: MODEL PROTOCOL OF RECEIPT** |

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| **Project number: …………………………**  **Project title: …………………………**  **Contractor: …………………………**  **Recipient: …………………………**  **Bill of Lading number: …………………………**  **Packing list: …………………………**  **Date of this Protocol: …………………………** |

**Recipient herewith states to:**

* have received at his premises the following goods asspecified below; delivered in the framework of the Programme for Cooperation with Emerging Markets (PSOM).
* have checked these goods upon delivery against the Bill of Lading and all goods mentioned therein have been delivered.
* have received goods which appeared to be in good order.
* accept full responsibility, as owner, for these goods and to be liable for their secure storage and maintenance.
* to use the goods exclusively and solely for the implementation of the project and for the project’s objectives.

**Contractor states to:**

* have delivered the following goods at the premises of the Recipient.
* ensure their correct installation and taking into operation.
* have arranged guarantees, which at least comply with accepted standard practices, and to have informed Recipient about all details concerning these guarantees.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Unit** | **Quantity** | **Supplier** | **Description** |
| …….. | …….. | …….. | …….. | …….. |
| …….. | …….. | …….. | …….. | …….. |
| …….. | …….. | …….. | …….. | …….. |

**For Contractor For Recipient/JV partner,**

**(not being the Contractor)**

**Name: … … … … … … … Name: … … … … … … …**

**Position: … … … … … … … Position: … … … … … … …**

**Signature: … … … … … … … Signature: … … … … … … …**

**Date: ... … … … … … … Date: … … … … … … …**

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| **Annex 3h: MODEL PROTROCOL OF PRODUCTION** |

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| --- |
| **Project number: …………………………**  **Project title: …………………………**  **Contractor: …………………………**  **Recipient: …………………………**  **Date of Protocol of Receipt: …………………………**  **Date of this Protocol: …………………………** |

**Contractor herewith states that:**

* the following production and/or sales volume and/or amount have been realised in the period between **[day month year]** and **[day month year] as a result of the project,** and as compared with the envisaged production and/or sales volumes as agreed upon when signing the Agreement.
* these results can be verified by **[description document]** which has been signed by Recipient and Contractor and of which a copy is enclosed.
* that this volume and/or amount is accepted as starting point to measure the sales increase during the Spin-off period.

**Recipient states that:**

* he endorses these results and this statement.

**Production and sales realised**

|  |  |  |
| --- | --- | --- |
| **Product description** | **Agreed production/sales** | **Realised production/sales** |
| …….. | …….. | …….. |
| …….. | …….. | …….. |
| …….. | …….. | …….. |
| **Total** | …….. | …….. |

**For Contractor For Recipient/JV partner,**

**(not being the Contractor)**

**Name: … … … … … … … Name: … … … … … … …**

**Position: … … … … … … … Position: … … … … … … …**

**Signature: … … … … … … … Signature: … … … … … … …**

**Date: ... … … … … … … Date: … … … … … … …**

**JV partner 3 (optional) JV partner 4 (optional)**

**(not being the Contractor) (not being the Contractor)**

**Name: … … … … … … … Name: … … … … … … …**

**Position: … … … … … … … Position: … … … … … … …**

**Signature: … … … … … … … Signature: … … … … … … …**

**Date: ... … … … … … … Date: … … … … … … …**

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| **Annex 3i: INTERNATIONAL PAYMENT FORM FOR BENEFICIARIES** |

Please fill out the blue fields below to enable the Netherlands Enterprise Agency / PSI (hereafter: the Agency / PSI) to execute direct international payments to the Beneficiary. Also, take notice of the conditions for international payments at the bottom of the page.

|  |  |
| --- | --- |
| **Beneficiary information** | |
| Company name |  |
| Contact person |  |
| Address |  |
|  |
| City |  |
| Country |  |

|  |  |
| --- | --- |
| **Intermediary Bank information (optional)** | |
| Name Bank |  |
| Address |  |
|  |
| City |  |
| Country |  |
| Bank account number |  |
| IBAN |  |
| SWIFT / BIC code |  |
| Bank code |  |

|  |  |
| --- | --- |
| **Beneficiary Bank information** | |
| Name Bank |  |
| Address |  |
|  |
| City |  |
| Country |  |
| Bank account number |  |
| IBAN |  |
| SWIFT / BIC code |  |
| Bank code |  |

**Please take notice of the following:**

1. Before the Agency / PSI can execute international payments in accordance with the Administrative Decision, the project partners are obliged to inform the Agency / PSI in writing, signed by all project partners, on the bank account number and bank details;
2. Project partners must submit this form to the Agency / PSI, along with a letter from the Beneficiary’s bank, containing the relevant bank account details;
3. The Dutch central government as well as the Agency / PSI and his administrator will be discharged of its financial commitments as soon as the Agency / PSI has made the transfer of the amount due to the project partner(s) to the bank account number specified by the project partner(s);
4. The project partner(s) are held responsible for the provision of correct information.

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| **Annex 3j: CONTACT DETAILS NETHERLANDS ENTERPRISE AGENCY** |

The Private Sector Investment Programme (PSI) is funded by the Ministry of Foreign Affairs and executed by the Netherlands Enterprise Agency / PSI.

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