**Appendix 2: Declaration of integrity, eligibility and environmental and social commitment**

Title of the invitation to tender :…………………………………………………….. (the "Contract")

To:………………………………………………………………. (the "Owner")

1. We acknowledge and accept that the Agence Française de Développement (the "AFD") only finances the project owner's projects on its own terms, which are determined by the Financing Agreement between the AFD and the project owner. Consequently, there can be no legal link between the AFD and our company, our consortium or our subcontractors. The project owner retains sole responsibility for the preparation and implementation of the procurement process and its subsequent execution.

2. We certify that we are not, and that none of the members of our group and our subcontractors are, in one of the following cases:

2.1) be in a state of, or have been the subject of, bankruptcy, liquidation, judicial settlement, safeguard or cessation of activity proceedings, or be in any similar situation resulting from proceedings of the same nature;

2.2) have been convicted for less than five years by a judgment which has the force of res judicata in the country where the Project is carried out for one of the acts referred to in Articles 6.1 to 6.4 below or for any offence committed in the context of the award or performance of a contract 1

1 1 In the event of such a conviction, you may attach to this Declaration of Integrity any additional information that will enable you to consider that the conviction is not relevant in the context of the contract financed by AFD. ;

2.3) appear on the Financial Sanctions Lists adopted by the United Nations, the European Union and/or France, in particular to combat the financing of terrorism and breaches of international peace and security;

2.4) in professional matters, have been guilty of serious misconduct in the past five years in connection with the award or performance of a contract;

2.5) not having fulfilled our obligations relating to the payment of social security contributions or our obligations relating to the payment of taxes in accordance with the legal provisions of the country in which we are established or those of the country of the project owner;

2.6) have been convicted within the last five years by a judgment that has the force of res judicata for one of the acts referred to in Articles 6.1 to 6.4 below or for any offence committed in connection with the award or performance of a contract financed by AFD;

2.7) be subject to an exclusion order issued by the World Bank, as of 30 May 2012, and as such be on the list published at http://www.worldbank.org/debarr2

2 In the event of such a decision to exclude, you may attach to this Declaration of Integrity any additional information that will enable you to consider that this exclusion decision is not relevant in the context of the contract financed by AFD. ; Ghana Agroforestry for Impact Project Financial audit – Terms of Reference

2.8) is guilty of misrepresentation in providing any information required as part of the Contract award process.

3. We certify that we are not, and that none of the members of our group and our subcontractors are, in one of the following situations of conflict of interest:

3.1) shareholder controlling the project owner or subsidiary controlled by the project owner, unless the resulting conflict has been brought to the AFD's attention and resolved to its satisfaction.

3.2) have a business or family relationship with a member of the project owner's staff involved in the selection process or control of the resulting contract, unless the resulting conflict has been brought to the attention of AFD and resolved to its satisfaction;

3.3) control or be controlled by another tenderer, be placed under the control of the same company as another tenderer, receive subsidies directly or indirectly from another tenderer or award subsidies directly or indirectly to another tenderer, have the same legal representative as another tenderer, have direct or indirect contacts with another tenderer enabling us to have and give access to information contained in our respective tenders, to influence them, or to influence the project owner's decisions;

3.4) be engaged for a consultancy assignment which, by its nature, is likely to prove incompatible with our assignments on behalf of the project owner;

3.5) in the case of a procedure for the award of a works or supply contract:

ii. to have prepared ourselves or to have been associated with a consultant who has prepared specifications, plans, calculations and other documents used as part of the competitive tendering process in question;

iii. be ourselves, or one of the firms with which we are affiliated, engaged, or to be engaged, by the Employer to carry out supervision or control of the works under the Contract.

4. If we are a public establishment or a public company, we certify that we have legal and financial autonomy and that we are managed in accordance with the rules of commercial law3

3 Article to be deleted where appropriate in the event of a contract concluded with a publiccompany without competitive tendering. .

5. We undertake to inform the project owner without delay, who will inform the AFD, of any change in the situation with regard to points 2 to 4 above.

6. In connection with the award and performance of the Contract:

6.1) We have not committed and will not commit any unfair manoeuvre (act or omission) intended to deliberately deceive another person, intentionally conceal information from them, surprise or vitiate their consent or make them circumvent legal or regulatory obligations and/or violate their internal rules in order to obtain an illegitimate benefit.

6.2) We have not committed and will not commit any unfair manoeuvre (action or omission) contrary to our legal or regulatory obligations and/or our internal rules in order to obtain an illegitimate benefit. Ghana Agroforestry for Impact Project Financial audit – Terms of Reference

6.3) We have not promised, offered or granted, and we will not promise, offer or grant, directly or indirectly, to (i) any person holding a legislative, executive, administrative or judicial office within the State of the Employer, whether appointed or elected, on a permanent basis or not, whether remunerated or not and whatever their hierarchical level, (ii) any other person who performs a public function, including for a public body or a public company, or who provides a public service, or (iii) any other person defined as a public official in the State of the project owner, an undue advantage of any kind, for himself or for another person or entity, in order for him to perform or refrain from performing an act in the exercise of his official duties.

6.4) We have not promised, offered or granted, and we will not promise, offer or grant, directly or indirectly, to any person who directs or works for a private sector entity, in any capacity whatsoever, any undue advantage of any kind, for themselves or for any other person or entity, in order that they perform or refrain from performing any act in breach of their legal, contractual or professional obligations.

6.5) We have not committed and will not commit any act likely to influence the process of awarding the Contract to the detriment of the Employer and, in particular, any Anti-competitive Practice the object or effect of which is to prevent, restrict or distort competition, in particular by tending to limit access to the Contract or the free exercise of competition by other companies.

6.6) We, or one of the members of our consortium, or one of the subcontractors will not acquire or supply equipment and will not operate in sectors under United Nations, European Union or French Embargo.

6.7) We undertake to respect and to ensure that all our subcontractors respect the environmental and social standards recognised by the international community, including the fundamental conventions of the International Labour Organisation (ILO) and the international conventions for the protection of the environment, in accordance with the laws and regulations applicable in the country where the Contract is carried out. We also undertake to implement the environmental and social risk mitigation measures defined in the environmental and social management plan or, where applicable, in the environmental and social impact notice provided by the project owner.

7. We, the members of our consortium and our subcontractors authorize AFD to examine the documents and accounting records relating to the award and performance of the Contract and to submit them for verification to auditors appointed by AFD.

Name : As :

Signature :

Duly authorised to sign the tender for and on behalf of4

4 4 In the case of a joint venture, enter the name of the joint venture. The person signing the tender on behalf of the Tenderer shall attach to the Tender the Power of Attorney granted by the Tenderer

As of : day of :