



Operating Bases Rules and Conditions Supplier Development DESCUBRE Program

II EDITION 2022





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1. OBJECTIVE

The Descubre Supplier Development Program identifies market opportunities for agricultural and agro-industrial products that allow diversifying the country's exportable agricultural and agro-industrial offerings, promoting innovation in agriculture, and linking productive processes.

The Descubre Supplier Development Program selected, under technical criteria, 'leading' companies with experience in exporting Descubre products so that, together with PROCOMER, they work on the development of suppliers and agricultural productive chains.

This document presents the Operational Bases, Norms, and Conditions of the program's second call for small and medium enterprises and micro, small or medium agricultural producers to access non-reimbursable funds and technical assistance that enable them to carry out productive transformations and export chains with these companies.

The Program is framed within a partnership between the Foreign Trade Promoter (PROCOMER) and the Development Banking System (SBD).

2. DEFINITIONS

For the purposes of this call, the following definitions apply:

- i. **Seed Capital:** non-reimbursable funds aimed at the execution of innovative projects or productive transformation.
- ii. **Leading Company:** agricultural or agro-industrial company with demonstrated experience in exporting that leads the production and export of the fresh or processed product selected within the framework of the Descubre Supplier Development Program.

- iii. **Beneficiary Subject:** microenterprise, SME, micro, small, and medium agricultural producer, some business associative model, all of the above, according to the definitions of article 6 of law 8634 Development Banking System Law, which, through productive chains, complement the production of the product selected within the framework of the Descubre Supplier Development Program, and seek to supply the leading company.
- iv. **Related Companies:** Companies that are part of a group, in which one of them has economic control over the other, or are subject to common control, or their legal representation corresponds to the same person.

3. BENEFICIARIES

Up to 20 beneficiary subjects from the agricultural and agro-industrial sector, exporters or with export potential through chains, who have land dedicated or that can be dedicated to the production of Pococí papaya or organic or transitioning to organic turmeric, and who present projects of productive transformation according to the guidelines determined in these Operational Bases.

Medium producers or companies qualified as medium-sized may not exceed 40% of the total beneficiaries.

The following will not be beneficiaries of this contest:

- i. The winning companies or companies -of the same business line- related ¹ to winning companies of other PROCOMER non-reimbursable funds programs, namely: Alivio, Descubre, Descubre Supplier Development Program First Edition, The BluePrint, or Green Growth.

¹ According to the definition in section 2.



- ii. A company that has won other non-reimbursable fund programs executed with seed capital from the Development Banking System in the last two years.
- iii. Two related companies simultaneously.
- iv. A company related to any of the leading companies selected from the Descubre Supplier Development Program Second Edition.

4. ELIGIBILITY REQUIREMENTS

- i. Must have a legal identification (be a company duly registered in the National Registry) or a physical identification.
- ii. Be a micro, small, or medium enterprise, micro, small or medium agricultural producer, business associative model, all of the above, exporters or with export potential through productive chains, according to the definitions of Article 6 of Law 8634 Development Banking System Law.
- iii. Be registered as an employer (if having employees) or as an independent worker (if not having employees) in the Costa Rican Social Security Fund, and be up-to-date with the corresponding payments.
- iv. Have the economic activity subject to support registered with the Ministry of Finance and be up-to-date with the corresponding payments.
- v. Have the operating permits from the Ministry of Health if applicable, or any other necessary permit for operation or development of the project.
- vi. Have available area for the production of Pococí papaya or organic turmeric or transitioning to organic and comply with:
 - a. For papaya, must have at least 2 years of verifiable experience in papaya production. For turmeric, must have at least 2 years of verifiable experience in agricultural production.
 - b. An extension of at least 1 hectare dedicated or that can be dedicated to either of these crops.

- c. Own or rented land with a formal contract of a minimum of 3 years for either of the two crops.
- vii. Have been diagnosed with the “PROCOMER Unique Diagnosis”. If not having this diagnosis, it will be applied in the evaluation period, provided the submission of the application is completed and complies with the other admissibility requirements indicated in this section.

5. SEED CAPITAL AMOUNTS AND TECHNICAL ADVICE

The maximum amount of non-reimbursable funds to be granted is detailed below:

Table 1. Maximum financing amount

Maximum amount granted by PROCOMER (máximo 80%)	Minimum amount contributed by the company (mínimo 20%)	Total project amount (100%)
CRC 6.750.000,00	CRC 1.687.500,00	CRC 8.437.500,00

For all projects, and according to the above amounts, PROCOMER will grant up to 80% of the total budget formulated in the project, and the company must contribute at least 20% of the total project budget as a counterpart. The activities financeable and non-financeable with seed capital and what will be accepted as counterpart are specified in section 8 of these Operational Bases.

Additionally, PROCOMER will provide the winning company with technical advice for the achievement of the project and the improvement of its productivity. The winning company must commit to attend and complete the cycle of technical advice provided during the Program.

6. EVALUATION CRITERIA FOR PROPOSALS

The following table presents the criteria for the selection of projects.

Table 2. Evaluation criteria for the technical analysis of productive transformation projects

Criteria	Verification Mechanism	Score
There is coherence in the project proposal. Objectives, justification, proposed activities, budget, in technical terms and timeframe.	Project Registration Form: <ul style="list-style-type: none"> Objectives, description, and technical justification: Project Description Section. Activities and amounts: Schedule and Budget Section. 	20 pts
Impact of the project on hectares.	Project Registration Form: <ul style="list-style-type: none"> Number of hectares to be impacted through the execution of the project. 	15 pts
Alignment of the project with the objective of chaining with the lead company.	Project Registration Form: <ul style="list-style-type: none"> Project alignment: Project Description Section. 	10 pts
Experience of the producer or group of producers. <ul style="list-style-type: none"> For turmeric, experience in organic production or in transition will be validated. For papaya, experience in the production of the Pococí variety will be validated. 	Project Registration Form and sworn statement: <ul style="list-style-type: none"> Years of experience in the requested production. 	10 pts
Traceability.	Project Registration Form and evidence of records: <ul style="list-style-type: none"> Has a record of the crop history, origin of the seed, use of fertilization, applications of phytosanitary products, among others. Attachment: Evidence 	10 pts
PROCOMER Unique Diagnosis Score.	PROCOMER Unique Diagnosis.	10 pts
Level of technological sophistication in cultivation.	Project Registration Form: <ul style="list-style-type: none"> Adequate agronomic conditions for crop production (soil preparation, drainage, raised beds, among others). Attach evidence. 	5 pts

Creation of new productive chaining with the leading company.	Project Registration Form: <ul style="list-style-type: none"> Chaining to the lead company. 	5 pts
Coordination of project activities with other institutional or private actors that provide financing or specialized technical advice for the productive transformation processes of the project (does not include services that will be acquired with funds from the benefited project).	Project Registration Form: <ul style="list-style-type: none"> Coordination: Project Description Section. Attachment: Evidence. 	5 pts
The project will be carried out in a region outside of GAM (Greater Metropolitan Area).	Project Registration Form: <ul style="list-style-type: none"> Objectives, description, technical justification, and project team: Project Description Section. 	5 pts
The company is owned by a woman.	Project Registration Form: <ul style="list-style-type: none"> Objectives, description, technical justification, and project team: Project Description Section. 	5 pts
Total		100 pts
There is a risk (high, medium, or low) that the project cannot be executed within the established time frame and under the criteria indicated in these Operational Bases.	Project Registration Form: All sections.	-10 pts

7. SELECTION OF WINNING COMPANIES

Proposals from companies will be evaluated by a technical team and a High-Level Jury who will select the highest scoring projects based on the evaluation criteria established in section 6 of this document.



- **Project presentation by the companies**

Companies wishing to participate as beneficiaries of the Discover Supplier Development Program must access the website www.descubre.cr/programa-de-desarrollo-de-proveedores, enter the "Participate Here" section, create a user account, and complete the online forms as indicated. After completing the forms, they must download their application, sign it physically or digitally², and attach it to the system to complete their application³. The period for submitting information is from July 19 to August 17, 2022.

- i. **Admissibility requirements:** Proof of compliance must be presented for each of the requirements indicated in section 4, detailed as follows:
 - a. For requirement i), copy of the legal representation and ID of the legal representative, if applicable, or the physical ID of the participant.
 - b. For requirement ii), if it is a micro, small, or medium enterprise, the PYME certification from MEIC must be presented; if it is a micro, small, or medium agricultural producer, the income declaration according to the form available on the platform. Business associative models must present an income declaration according to the form available on the platform, in case of agriculture, or the PYME certification from MEIC.
 - c. For requirement iii), the information provided through the CCSS platform must be attached, or a certificate accrediting such condition.
 - d. For requirement iv), the information provided through the Ministry of Finance platform must be attached, or a certificate accrediting such condition.

² For all cases, the valid digital signature is the digital signature of the National Digital Signature System of the Government of Costa Rica.

³ Forms that are physically signed, in addition to the previous steps, must be sent in their original format to the central offices of PROCOMER for their application to be valid.

e. For requirement v)

- For the papaya chain, evidence of a minimum of 2 years of experience in papaya production is required. These evidences can include at least one of the following: planting records, sales invoices to other companies, formal references from buyer companies, MAG visit records, or others for the specified period.
- For the turmeric chain, evidence of a minimum of 2 years of agricultural production is required. For agricultural production, evidences can include: planting records, sales invoices to other companies, formal references from buyer companies, MAG visit records.
- Attach the property registration in the name of the beneficiary or the proof of the legal business between the registered property owner and the beneficiary, whether it is a sworn statement or contract with the property registration of the farm owner.
- If the area to be impacted is divided into several farms, the property registration in the name of the beneficiary or the proof of the legal business between the registered property owner and the beneficiary must be attached for all the farms included. In the case of business associative models, if one or several of the lands to be impacted by the project are owned by an associate, the registration or legal business in the name of the corresponding associate and a document accrediting this association must be attached.

f. For requirement vi), a copy of the operating permit from the Ministry of Health (in cases where it is required by regulations), or any other necessary permit for its operation or execution of the project.

ii. Requirement vii) is applied by PROCOMER; verification will be carried out internally. If this diagnosis is not available, it will be applied during the evaluation period, provided the submission is completed and complies with



the other admissibility requirements indicated in this section.

- iii. Project information through the online form for the presentation of productive transformation projects⁴ available at www.descubre.cr/programa-de-desarrollo-de-proveedores, signed physically or digitally.

- **Project evaluation**

The evaluation of the projects will be carried out in 2 stages according to the evaluation criteria of Section 6.

The evaluating technical team will be designated by PROCOMER and will consist of experts related to different areas of productive transformation.

The Jury will be made up of High-Level officials from the Foreign Trade Sector as detailed below:

- a. The director of the Innovation and Projects Department of PROCOMER, or whoever they designate in their place.
- b. The director of the Supply Chain Department of PROCOMER, or whoever they designate in their place.
- c. A representative of the Ministry of Foreign Trade, designated by the Minister of Foreign Trade.

Only the projects whose beneficiaries are indicated in section 3, that have met the admissibility requirements of section 4, and that comply with the categories, activities, amounts, and reimbursement schedule indicated in these Operational Bases will be evaluated.

⁴ A model of the form to be completed on the online platform is included as part of Annexes 12.1



Projects that receive the highest evaluation according to the distribution of beneficiaries from section 3 and the evaluation criteria of section 6 will be the winners of the contest.

The winning companies will be publicly announced by PROCOMER. Once the companies are chosen, they must sign a contract (Annex 12.3) and a promissory note (Annex 12.6) with the institution, committing to the completion of the presented project as indicated in these Operational Bases. In addition, they must sign a contract with the lead company that establishes the commitment between the parties.

Additionally, they must submit a sworn declaration (Annex 12.4) swearing an oath about the non-existence of conflicts of interest or similar situations that could affect the objectivity of PROCOMER during the project. Moreover, the companies must declare that they are not in any of the cases established in article 22 bis of the Law of Administrative Contracting.

Along with the signed contracts and the sworn declaration, the company must submit the legal representation (if applicable) and a certification issued by a bank of the National Banking System of an IBAN account number in colones in the name of the project beneficiary.⁵

During the execution of the project and afterward (for a period of up to 5 years), the winning company must be willing to be evaluated based on the monitoring indicators defined by PROCOMER, SBD, or any other control body.

The winning company must submit progress reports to PROCOMER along with the request for each reimbursement for its approval, as indicated in section 8.

⁵Physical or legal companies can participate, provided that all the documentation mentioned in this section is in the name of the company and not its legal representative.



⁵ Both physical and legal companies may participate, provided that all the documentation mentioned in this section is in the name of the company and not its legal representative.



The winning company must be willing to be evaluated at the end of the project and participate in a process of exchange of experiences and learning, as defined by PROCOMER or SBD, who will also have access to the company's information and the project as an ally of the program.

8. GRANTING OF FUNDS

8.1 Eligible Activities

The resources to be invested in the Discover Supplier Development projects must consider the following types of eligible activities, which must be strictly conducive to achieving the objectives of each benefited project:

- i. Investments in materials, which can be used in infrastructure, constructions, outfitting of production plants, production lines, and others related to the productive processes of the winning companies, excluding labor costs.
- ii. Purchase of inputs, materials, licenses, equipment, and accessories for the production of the good, the development of prototypes, or to expand the production of the good.
- iii. Services of design and development of prototypes, pilots, or solutions.
- iv. Environmental, quality, safety, and good agricultural and manufacturing practices certifications.
- v. Mechanization and technification for the production of the good (such as earth movements, creation of drainages, soil tilling, etc.).
- vi. Professional services for obtaining certifications, process efficiency, and product improvement.
- vii. Acquisition of relevant knowledge for the start-up of the project (innovation, studies leading to certifications and quality standards, etc.).



It is expressly understood that the payment for professional services will be made up to the amount defined by the corresponding fee table. Any excess over the amount indicated in the fee table will be the exclusive responsibility of the winning company.

8.2 Non-eligible Activities

The following activities and/or expenses cannot be financed with the funds granted by the Program:

- i. Labor for construction, adaptation, expansion, and/or remodeling.
- ii. Payment of debts, loans, credit card balances, and any other similar item.
- iii. Legal expenses, stamps, or professional fees not directly related to the execution of the benefited project.
- iv. Distribution of dividends.
- v. Acquisition of shares or capital increases.
- vi. Society rights.
- vii. Investment in bonds and other securities.
- viii. Payment of salaries, taxes (taxes, fees, and special contributions), or social charges.
- ix. Any type of indemnities.
- x. Rentals of movable or immovable property, excluding production equipment.
- xi. Acquisition of immovable property, excluding production equipment.
- xii. Administration expenses such as: basic services (electricity, water, gas, sanitation, internet, telephone, and mobile telephony), accounting services, and administrative support staff.
- xiii. Travel and per diem expenses.
- xiv. Any other not strictly related to achieving the objectives of the program.



Additionally, activities that could be considered characteristic of Research and Development projects at the level of undergraduate, postgraduate, master's, or doctoral theses and other studies, publications, academic documents, not directly contributing to the project's objectives, will not be financed.

8.3 Activities that Can Be Included as a Counterpart by the Company

The company may include the following aspects as a counterpart of the productive transformation project, provided they are strictly conducive to achieving the project's objectives:

- i. Purchase of inputs, materials, licenses, equipment, and accessories for the production of the good, the development of prototypes, or to expand the production of the good.
- ii. Acquisition of relevant knowledge for the launch of the project.
- iii. Professional services.
- iv. Services for the design and development of prototypes, pilots, or solutions.
- v. Diagnosis of certifications or previous studies (such as soil analysis, water analysis, nutritional levels) necessary for the planning of the project⁶.
- vi. Environmental, quality, safety, and good agricultural and manufacturing practices certifications.
- vii. Commercial packaging of the product or service.
- viii. Mechanization and technical improvement for the production of the good (such as earth moving, creation of drainage, soil plowing, etc.).
- ix. Investments in construction, adaptation, expansion, and/or remodeling of facilities and machinery, provided it is relevant for the launch of the project.

⁶ Invoices up to 3 months prior to the date of signing the contract for necessary studies for planning activities, and up to 9 months prior to the date of signing the contract for pre-audits necessary for obtaining certification, will be accepted, provided they comply with the price rationale information of these Operational Bases.



- x. Acquisition of vehicles, provided it is relevant for the launch of the project.
- xi. Acquisition of real estate, provided it is relevant for the launch of the project.
- xii. Salaries for new personnel hired for the execution of the project.

8.4 Expense Verification Mechanism

The verification of expenses (both for the eligible activities in section 8.1 and for the counterpart activities in section 8.3) must be done using original invoices authorized by the General Directorate of Taxation, if the good or service is acquired in Costa Rica. If the good or service is acquired abroad⁷, invoices proving the acquisition must be presented. If the good or service is acquired online or on an international platform, its acquisition must be documented through transaction backups, payment receipts, and nationalization proofs of the product, if applicable.

In all cases, the receipts must be in the name of the beneficiary who signed the fund use contract with PROCOMER⁸. They must be without erasures, smudges, alterations, or tears, must have PROCOMER's approval, and be available for verification by PROCOMER, SBD, or any other designated control body.

8.5 Acquisition of Goods and Services

For the funds granted as seed capital, if acquisitions are required whose cost exceeds 20% of the total amount approved per beneficiary (CRC(CRC 1,350,000.00 for the maximum financeable amount)

⁷ For any currency conversion, the reference sale exchange rate of the Central Bank of Costa Rica on the day must be used, both for the funds granted as seed capital and for the counterpart provided by the company.

⁸ If the good or service is acquired online, the receipts can be in the name of the beneficiary who signed the fund use contract with PROCOMER or their legal representative.



to the same supplier, the company must present to PROCOMER at least two quotations and a justification for the selected good or service before making the purchase. If there are not two quotations, a justification for having only one supplier must be provided; this justification must be approved by PROCOMER before making the purchase. This also applies to acquisitions over CRC 2,700,000.00 made with counterpart funds.

Additionally, for those acquisitions of goods that exceed 20% of the total approved amount (CRC 1,350,000.00 for the maximum financeable amount), and where the physical and functional characteristics of the goods allow it, they must have a label displaying the logos and indicating 'Donated by the Development Banking System'.

Finally, it will be the responsibility of the winning company to keep a clear and verifiable record of the tangible and intangible assets acquired with the project funds, to preserve the acquired assets, and to use them during (and after, if the asset allows) the execution of the supported project. The acquired assets will be the property of the company and in the event of demonstrated inappropriate use of the funds, the company will be asked to reimburse the granted refunds.

For the contracts made, the prohibition regime stated in Article 22 bis of the Administrative Contracting Law (Annex 12.5) must be respected.

9. PROCEDURES FOR THE GRANTING OF REIMBURSEMENTS

The granting of seed capital funds will be carried out through 3 reimbursements after the acquisition and payment of the good or service by the winning company as per the dates and percentages indicated below and through the form available online at www.descubre.cr/programa-de-desarrollo-de-proveedores.

- i. First reimbursement: must be requested no later than November 18, 2022. This amount must be between 25% and 30% of the total project budget granted by PROCOMER.
- ii. Second reimbursement: must be requested no later than April 17, 2023. This amount must be up to 40% of the total project budget granted by PROCOMER.
- iii. Third reimbursement: must be requested no later than September 15, 2023. This amount must be up to 35% of the total project budget granted by PROCOMER.⁹

When formulating the budget, the company must consider the percentages and deadlines mentioned above. Similarly, as part of the third reimbursement, 10% of the budget requested from PROCOMER must be allocated to the contingency line item, which may be used during the project execution period, as justified.

For each reimbursement, the following must be presented:

- i. Progress report according to the Action Plan indicated in the project form. This report must contain the project tracking logs conducted by the advisors appointed by PROCOMER, and the asset register.
- ii. Signed reimbursement request form (physically or digitally), indicating the amount to be requested and the corresponding project.¹⁰
- iii. Expense settlement and supporting documents for the expense settlement for the corresponding period.
- iv. Quotations or justifications for the acquisition of goods and services, if applicable.

⁹ The sum of the 3 reimbursements cannot exceed 100%.

¹⁰ The process must be carried out on the Virtual Platform of the Supplier Development Program, which can be accessed through the website



www.descubre.cr/programa-de-desarrollo-de-proveedores.



The winning company will make requests for invoice reimbursements after they have been paid and the good has been delivered or the service provided. These will be approved by a person designated by PROCOMER before the funds are disbursed, according to the procedures that PROCOMER sets for this purpose.

The period for requesting reimbursements is limited to between September 15, 2022, and September 15, 2023. After this date, no reimbursement requests for project expenses will be allowed unless previously approved by Procomer.

All reimbursements will be made in Costa Rican colones and within a maximum period of 30 business days after the receipt and approval of the request and additional documents mentioned in this section.

10. SPECIALIZED TECHNICAL ADVISORY

Winning companies will be provided with specialized technical advice for the development of their crops, aimed at maximizing yields and the quality of the final product, always focused on transferring good agricultural production practices in order to strengthen the knowledge of producers; as part of the comprehensive care of the Discover Supplier Development Program.

This advice consists of a cycle of three technical visits, carried out during the execution of the project. Initially, an initial assessment of each company will be conducted to understand their current situation and gaps, land characteristics (based on soil analysis), conditions and cultivation practices, equipment available, and other relevant information that allows for a customized recommendation plan based on those findings.

These recommendations will focus on seeking low-impact or environmentally sustainable production practices that contribute to the efficient use of resources, achieving better yields, and final product quality. The recommendations may include topics such as:



- a. Soil Preparation.
- b. Crop Nutrition.
- c. Pest and Disease Control.
- d. Cultural Practices.
- e. Irrigation and Fertigation.
- f. GMPs & BMPs.
- g. Harvest. Other topics based on the findings.

Additionally, based on that plan, two follow-up visits will be conducted, with the purpose of continuing to implement better agricultural practices, and issuing a final assessment and recommendations for the project. The advisory services will balance knowledge transfer and practical implementation through the recommendation plan.

It is important to emphasize that the winning company must commit to attending and completing the cycle of technical advisories provided throughout the Program. In this regard, for the final disbursement (reimbursement III) to be approved, the specialized technical advisory cycles must have concluded satisfactorily according to PROCOMER.

11. MAXIMUM DEADLINES FOR PROJECT EXECUTION

The following table summarizes the maximum deadlines for project execution.

Table 3. Project deadlines

Activity	Date
Opening of the contest for project presentation	19/07/2022
Final date for project submission	17/08/2022
Announcement of winners	15/09/2022
Maximum deadline for applying for the first reimbursement	18/11/2022
Maximum deadline for applying for the second reimbursement	17/04/2023
Maximum deadline for applying for the third reimbursement	15/09/2023
Maximum deadline for completing the Project	15/09/2023

12. ANEXXES

IMPORTANT:

All annexes shown below are for **REFERENCE ONLY**.

The Project Presentation Form must be completed online by going to:
www.descubre.cr/programa-de-desarrollo-de-proveedores, specifically in the "Participate here" section.

The contract, promissory note, sworn declaration, and article 22 Bis will be sent by Procomer to the selected beneficiaries once the evaluation stage has been passed.

12.1 Project Presentation Form

Section 1. Initial Information

Instructions:

- Before responding to the online form, make sure to read carefully the Operational Bases, Norms, and Conditions of this edition of the program.
- The form consists of 5 sections; it is necessary to complete 100% of each section.
- Once the form is completed, it must be downloaded and signed (manually or digitally) by the legal representative or participant.
- For any questions or problems during the filling process, you can communicate through the email descubre@procomer.com

1. Type of identification:

Select and specify identification as appropriate.

- Legal ID:
- Personal ID:

2. Legal name of the participant:

In the case of individuals, place the full name with two surnames.

3. Commercial name of the participant:

Whether an individual or a legal entity, place the commercial name if any. Otherwise, put Not applicable.



4. Region

Please select the region where the company or your productive activity is located.

- GAM
- Huetar Norte
- Huetar Caribe
- Central Pacific
- Chorotega
- Brunca

5. Address

Province:

Canton:

District:

Other signs:

6. Sector to which it belongs

- Agriculture
- Food

7. Commercial Activity of the Company or Participant:

8. Does the company belong to a woman?

For legal IDs, it applies if the legal representative of the company is a woman.

For individuals, it applies if the participant is a woman.

- Yes
- No

9. Is the competing company a related company?

Related companies: companies that are part of a group, in which one of them has economic control over the other, or they are subject to common control.

- Yes
- No

10. Indicate the name, legal ID, number of workers, and commercial activity of the related company(s) to the competing company.

11. Attach legal personhood(s) of related company.



12. Name of the person responsible for the application:

The person with whom we will communicate in case there are queries regarding the information provided.

13. Telephone number:

Provide the telephone number where we can contact the person responsible for the application in case there are queries regarding the information provided.

14. Email:

Provide the email address where we can contact the person responsible for the application in case there are queries regarding the information provided.

15. How did you find out about the program?

- Social Media (FB, Instagram, LinkedIn u otra)
- Radio
- Email
- Procomer's Website
- Other: _____

Section 2. Admissibility

Instructions:

- This form corresponds to admissibility, so you will be asked to prove by attaching documentation that you or your company meets the requirements indicated in the Operational Bases, Norms, and Conditions of the program.
- Please note that:
 - All requirements must be provided, otherwise your application will be considered invalid.
 - All requirements must be under the same legal ID or individual participant.
 - The platform only allows attaching 1 file per question, so if you need to attach more documents, you must combine them into a single PDF or zip folder.
- If you have queries, you can contact descubre@procomer.com

1. Select the agricultural chain under which you wish to participate.

(If the company currently does not have this type of cultivation, it must be willing to start the production process of: Pococí variety Papaya or Organic or Transitioning Turmeric)



- Papaya Pococí
- Organic turmeric or transitioning to organic

2. Attach identification document

For individual participation: attach personal ID.

For companies: Attach legal personhood and ID of the legal representative.

3. Indicate the number of permanent workers.

For individual participation, put 1 in the corresponding gender. For companies, enter the number of permanent workers on the payroll by gender.

Indicate the number of Women:

Indicate the number of Men:

Total :

4. Do you have SME certification from MEIC?

- Yes
- No

5. Attach MEIC SME certification

6. Your company is:

- Micro, small, or medium agricultural producer
- Business associative model (Associations, cooperative, or another type of trade organization). Indicate which model:

7. Select the range of annual gross income:

- ₡166,854,200.00 (One hundred sixty-six million eight hundred fifty-four thousand two hundred colones)
- ₡333.708.400,00 (Three hundred thirty-three million seven hundred eight thousand four hundred colones)
- ₡1.991.619.800,00 (One billion nine hundred ninety-one million six hundred nineteen thousand eight hundred colones)

8. Attach proof of registration and being up-to-date with the CCSS.

For company participation, you must present proof as an employer. For individual participation, you must present proof as an independent worker of the CCSS or proof of insurance through a collective agreement.



You can perform the online query at <https://sfa.ccss.sa.cr/moroso/> and attach the image displayed, or attach scanned or digital proofs issued by the CCSS or collective agreements demonstrating compliance with the condition.

9. Attach proof demonstrating that you are duly registered and up-to-date with the Ministry of Finance: You can perform the online query at <https://atv.hacienda.go.cr/ATV/frmConsultaSituTributaria.aspx> and attach the displayed image.

10. Attach evidence of at least 2 years of experience in papaya production.

(This question applies only to applicants for the Pococí Papaya agro-chain)

These evidences may include at least one of the following documents: planting records, sales invoices to other companies, formal references from purchasing companies, MAG visit records, or others for the specified period.

11. Attach evidence of at least 2 years of experience in agricultural production.

(This question applies only to applicants for Organic or Transitioning Turmeric agro-chain)

These evidences may include at least one of the following: planting records, sales invoices to other companies, formal references from purchasing companies, MAG visit records.

12. Have at least 1 hectare of owned or rented land with a formal contract of at least 3 years, dedicated or that can be dedicated to the cultivation of Pococí Papaya.

(This question applies only to applicants for the Pococí Papaya agro-chain)

If the land is rented: Attach property registration and proof of the legal transaction between the registered owner of the farm and the beneficiary, whether a sworn declaration or contract. To obtain the property registration, you can perform the query and download the registration from

http://www.registronacional.go.cr/bienes_muebles/bienes_muebles_consultas.htm

13. Have at least 1 hectare of owned or rented land with a formal contract of at least 3 years, dedicated or that can be dedicated to the cultivation of Organic or Transitioning Turmeric.

(This question applies only to applicants for the Organic or Transitioning Turmeric agro-chain)

If the land is owned: Attach property registration

If the land is rented: Attach property registration and proof of the legal transaction between



the registered owner of the farm and the beneficiary, whether a sworn declaration or contract.



For the acquisition of the property registration, you can perform the query and download the registration from http://www.registracional.go.cr/bienes_muebles/bienes_muebles_consultas.htm

14. Do you have the Agricultural Producer Certification (PYMPA) from MAG?

- Yes No

15. Any other necessary permit for its operation or the execution of the project: Including the Operating Permit from the Ministry of Health in case the activity is not primary agriculture.

Section 3. Project

1. Project Name:

2. General Objective

It should contain in a couple of lines concretely: What do you want to achieve? (Improve or Expand production) How? For what purpose?

3. Specific Objective(s)

Set out concrete specific objectives for the steps necessary to achieve the general objective, it is important that they are measurable and delimited as they will be a reference for the schedule and budget.

4. Description and Technical Justification of the Project

This section is expected to cover at least the following areas:

- Brief overview of your agricultural experience in the cultivation of Pococí papaya or turmeric (as applicable)
- Current situation of your agricultural production
- Desired situation and how the Non-Reimbursable Funds can contribute to achieving it
- Detailed description of your project idea and the specific activities you would execute with the funds
- Productive benefits you expect to achieve

5. Does the project impact the productivity and sales of your company?

- Yes No

6. Indicate impact

You must indicate at least the expected impact on: planted area, amount of production (productivity), sales, savings, crop technification.



7. Additional Information:

If you have additional information that you wish to add as support for your project, you can do so in this space. You can attach technical sheets, statistics, projections, certifications, or others.

8. What is the number of hectares to be impacted by the execution of the project?

- 1 hectare
- Between 1 and 4 Hectares
- Between 4 and 8 Hectares
- More than 8 Hectares

9. Do you have experience in the production of Pococí variety papaya?

Select:

Consider that this query is only for specific experience in POCOCÍ papaya

(Question applies only to applicants for the Pococí Papaya agro-chain)

- No Experience
- Less than 2 years of experience
- 2 to 6 years of experience
- More than 6 years of experience

10. Do you have experience in the production of Organic or Transitioning Turmeric? Select:

(This question applies only to applicants for the Organic or Transitioning Turmeric agro-chain)

- No Experience
- Less than 2 years of experience
- 2 to 6 years of experience
- More than 6 years of experience

11. Regarding the traceability of production, do you have a record of the cultivation history, seed origin, use of fertilizers, applications of phytosanitary products, among others for papaya production?

- Yes
- No

12. Attach evidence demonstrating such traceability



Among the evidence you can attach are: cultivation history records, seed origin, use of fertilizers, applications of phytosanitary products, among others.

13. Regarding the appropriate preparation of soils. Do you currently have at least 1 ha clean and prepared for planting?

- Yes No

14. Attach evidence demonstrating such appropriate soil preparation You can attach at least one photograph as evidence.

15. Regarding the current or potential production area, do you have appropriate drainage for planting (approximately 60-80 cm)?

- Yes No

16. Attach evidence demonstrating you have appropriate drainage You can attach at least one photograph as evidence.

17. Do you currently sell Pococí Papaya or Turmeric to the tractor company, according to the crop, selected for the program?

- Yes No

18. Is the project linked with other institutional or private actors that provide financing or specialized technical advice?

- Yes No

19. Attach evidence demonstrating such linkage

20. Is the cultivation area prone to be affected by natural disasters such as floods, landslides, collapses, or similar?

- Yes No

21. Recognizing that the funds granted by Procomer for this project are after the payment has been executed (via 3 reimbursements). Does the company have the necessary cash flow to carry out the project?

- Yes, it has the necessary cash flow
- No, it does not have the necessary cash flow
- Depends on loans, agreements with suppliers, funds from other projects, etc.

22. Does the project require additional operating permits, or any other type for the execution of the project?

- Yes No



23. Indicate (permits). Explain if they are approved or in process.

24. Does the company plan to relocate its operations during the execution of the project?

- Yes No

25. Describe the relocation situation

Section 4. Schedule and Budget (In Annex 12.2 you will find a detailed guide for this section)

Section 5. Terms and Conditions

1. I declare under oath and in full knowledge of the legal significance of this act and the penalties with which the law punishes the crime of perjury and false testimony; that all the information contained in this document and its attachments are truthful. In case of demonstrated falsehood, it is accepted that the proposal be discarded from the selection process for obtaining non-reimbursable funds.

- I declare I do not declare

2. I accept what is indicated in the Operational Bases, Norms, and Conditions of the Discover Supplier Development Program, 2nd Edition.

- Accept Do not accept

3. I accept the financial assistance model via reimbursement, understanding that once my person or my company has made all the purchases or payments corresponding to each stage, it must present all invoices and evidence to request its due reimbursement to the project.

- Accept I do not accept

12.2 Guide Section 4: Schedule and Budget.

Step 1. Proceed to complete each of the tables for reimbursements I, II and III (there is a table for each reimbursement), as exemplified in the following images.

Complete las siguientes tablas con el desglose de las actividades propuestas de acuerdo con los objetivos del proyecto.
 Recuerde:

A. Respetar los porcentajes preestablecidos para solicitar el reembolso. Los porcentajes se indican en el título de cada cuadro de reembolso.
 B. Respetar la fecha máxima para solicitar el reembolso. Las fechas se indican en el título de cada cuadro de reembolso.

REEMBOLSO I

De click en el cuadro verde con un símbolo de "+" para abrir la tabla del I Reembolso. Una vez abierta la tabla, proceda a completar la información solicitada

Reembolso Procomer:	\$0.00
Monto contrapartida:	\$0.00
Porcentaje del monto total:	0%

REEMBOLSO I

Complete la información solicitada.
 RECUERDE: En las tablas de los reembolso se colocan las actividades que el productor o la empresa se compromete a ejecutar de su proyecto

	Actividades	Fecha de inicio	Fecha de finalización	Entregable (evidencia de la actividad ejecutada)	Monto presupuestado de reembolso a Procomer	Monto presupuestado de contrapartida	Observaciones
1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
					0.00	0.00	

The above process is repeated for the 3 tables of the 3 reimbursements.

Step 2. Verify the amounts and ensure compliance with the minimum counterpart funding. Save and continue the application process.

Reembolso Procomer:	
Monto contrapartida	\$0.00
Porcentaje del monto total	0%

Al finalizar el llenado de las 3 tablas de los reembolsos, se muestra un cuadro de totales, en donde se puede verificar el monto solicitado a Procomer y el aporte de contrapartida

Imprevistos (10% del total de Presupuesto aportado por Procomer)	\$0.00
Suma total del II Reembolso (Incluye imprevistos)	\$0.00
Porcentaje del monto total	0%

El monto de imprevistos del proyecto se calculan automáticamente como parte del presupuesto del II reembolso

Una vez completado todo el formulario y verificados los montos, de click en **GUARDAR Y CONTINUAR** y prosiga al siguiente formulario



12.3 Draft Contract

CONTRACT FOR THE FORMALIZATION OF SEED CAPITAL FUNDS DELIVERY

Between us, **PROMOTORA DEL COMERCIO EXTERIOR DE COSTA RICA**, a non-state public entity, created by Law No. 7638, with legal ID number 3-007-196350, represented in this act by its General Manager PEDRO BEIRUTE PRADA, of legal age, once divorced, administrator and lawyer, resident of San José, with personal ID number 1-886-408, hereinafter PROCOMER, and [NAME OF THE COMPANY], _____ with legal ID number _____, represented by its president with the powers of a general attorney without limit of sum, [NAME OF LEGAL REPRESENTATIVE], _____ with personal ID number _____, hereinafter referred to as THE BENEFICIARY, we hereby record that we have agreed to enter into this contract to formalize the delivery of seed capital funds, which shall be governed by the following clauses:

FIRST: Background and sworn declaration

1. Law of Creation of the Ministry of Foreign Trade of Costa Rica and of the Promoter of Foreign Trade of Costa Rica, number 7638 of October 30, 1996.
2. Operational Bases, Norms and Conditions of the Discover Supplier Development Program Call, published on the project website.
3. Operational Manual for the Discover Supplier Development Program
4. **THE BENEFICIARY** declares under oath, at the time of signing this contract, that none of the prohibitions established in article 15 of the **PROCOMER** Contracting Regulations and articles 20 and 22 bis of the Administrative Contracting Law apply to them.

SECOND: Purpose

Under this contract, **PROCOMER** and **THE BENEFICIARY** formalize the delivery of seed capital funds, up to the sum of _____ CRC, the legal currency of Costa Rica.

THIRD: Nature of the funds and benefits

The funds made available to **THE BENEFICIARY** are NON-REIMBURSABLE in nature and will be used to carry out the approved productive transformation project for which they have been elected as the winner.



THE BENEFICIARY will receive support during the execution of these funds and specialized technical advice as part of the benefits granted within the framework of the Discover Supplier Development Program. However, the use of these funds and the granted benefits must strictly adhere to what is established in this contract, the operational bases, norms and conditions of the call, and the internal standard of **PROCOMER** called Operational Manual for the Discover Supplier Development Program, as well as the guidelines established by **PROCOMER**.

FOURTH: Proper use of the funds

The resources will be directed to the development of the productive transformation projects approved by **PROCOMER**



In case of demonstrated inappropriate use of the funds object of this contract, **THE BENEFICIARY** must immediately return the funds that have been disposed of in their productive transformation project up to that moment.

FIFTH: Maximum amount of non-reimbursable funds and limit of liability

THE BENEFICIARY will receive a maximum non-reimbursable contribution of up to 80% of their project, which corresponds to _____ CRC. These funds will be directed to develop the approved productive transformation project. The remaining 20% of the budget must be borne by the beneficiary company as a counterpart.

The costs incurred by **THE BENEFICIARY** for the development of the project must be framed within the maximum approved amount, so any difference that may arise will be exclusively borne by **THE BENEFICIARY**; without this implying any obligation on the part of **PROCOMER** to recognize more budget than assigned to **THE BENEFICIARY** as a maximum.

SIXTH: Obligations of THE BENEFICIARY

THE BENEFICIARY commits to the following:

- a) Comply with the provisions established in this contract.
- b) Abide by the general provisions issued by **PROCOMER** as coordinator of the Descubre Supplier Development Program.
- c) Act in good faith at all times.
- d) Preserve all backup documentation to proceed with the payments and subsequent reimbursement of expenses by **PROCOMER**.
- e) Use the goods and services acquired with seed capital funds solely for the strict fulfillment of the objectives of the benefited project.
- f) Comply at all times with the rules contained in the Operational Bases, Norms and Conditions of the Call and in the Operational Manual issued by **PROCOMER**.



- g) Present to the Strategic Alliances Unit of **PROCOMER**, on the dates that will be timely indicated, a report on the execution of the project that at least contains the following elements:
- i. Progress of the execution plan (expected results in the contract and results obtained).
 - ii. Progress in the use of financial resources (resources executed and resources projected)
- h) Provide **PROCOMER** with the necessary information to prepare the monitoring and closing reports or those requested by **PROCOMER's** Internal Audit, any other control body established by **PROCOMER**, or even the Comptroller General of the Republic.
- i) For the contracting of goods and services carried out under the benefited project, the regime of prohibitions stipulated in article 22 bis of the Administrative Contracting Law must be respected..
- j) Provide the information required by the External Audit that will audit the Discover Supplier Development Program.

SEVENTH: Fundable Expenses

The resources to be invested in the projects of the Descubre Supplier Development Program must consider the following types of fundable activities, which must be strictly conducive to achieving the objectives of each project:

- a) Investments in materials, which can be used in infrastructure, constructions, fitting out productive plants, production lines, and others related to the productive processes of the winning companies, excluding payment of labor.
- b) Purchase of supplies, materials, licenses, equipment, and accessories for the production of the good, the development of prototypes, or to expand the production of the good.
- c) Design services and development of prototypes, pilots, or solutions.
- d) Environmental, quality, safety, and good agricultural and manufacturing practices certifications.
- e) Mechanization and technification for the production of the good (such as earthmoving, creation of drainage, soil plowing, others).
- f) Professional services for obtaining certifications, process efficiency, and product improvement.
- g) Acquisition of relevant knowledge for the implementation of the project (innovation, studies leading to certifications and quality standards, etc.)

EIGHTH: Non-Fundable Expenses

The following activities and/or expenses cannot be funded with the funds granted by the Discover Supplier Development Program:

- a) Labor for construction, adaptation, expansion, and/or remodeling.
- b) Payment of debts, loans, credit card balances, and any other similar items.



- c) Legal expenses, stamps, or professional fees not directly related to the execution of the benefited project.
- d) Distribution of dividends.
- e) Acquisition of shares or capital increases.
- f) Corporate rights.
- g) Investment in bonds and other securities.
- h) Payment of salaries, taxes (taxes, rates, and special contributions), or social charges.
- i) Compensations of any kind.
- j) Renting of real estate.
- k) Acquisition of real estate, except production equipment.
- l) Administrative expenses such as: basic services (electricity, water, gas, cleaning, internet, telephony, and mobile telephony), accounting services, and administrative support staff.
- m) Travel expenses and per diems.
- n) Any other that is not strictly related to the fulfillment of the objectives of the program.

In addition, activities that could be considered as part of Research and Development projects at the undergraduate, postgraduate, master's, or doctoral thesis level and other studies, publications, academic documents, unrelated or not directly contributing to the objectives of the project will not be financed.

NINTH: Obligations of PROCOMER

PROCOMER commits to provide the necessary collaboration for the proper execution of the obligations assumed by **THE BENEFICIARY** and to comply at all times with the rules contained in the Operational Bases, Norms and Conditions of the Call and in the Operational Manual of the Program issued by **PROCOMER**.

TENTH: Disbursement Procedure

The granting of seed capital funds will be carried out through 3 disbursements after the acquisition of the good or service by **THE BENEFICIARY** (reimbursement) according to the dates and percentages indicated in the Operational Bases, Norms and Conditions of the Call, as follows:

- a) A first disbursement must be requested by the maximum date of November 18, 2022, and must not exceed CRC _____, the legal currency of Costa Rica.
- b) A second disbursement must be requested by the maximum date of April 17, 2023, and must not exceed CRC _____, the legal currency of Costa Rica.
- c) A third and final disbursement must be carried out by the maximum date of September 16, 2023, and must not exceed CRC _____, the legal currency of Costa Rica.

The amount indicated for the third disbursement includes 10% of the funds granted as "Contingencies." This amount may be used totally or partially, as justified, in the first,



second, or third disbursement, as the case may be.

All disbursements will be made in colones.

The amounts corresponding to the project will be channeled to the beneficiary through the Financial Administrative Directorate of PROCOMER. These funds will be safeguarded by PROCOMER, under the administrative and accounting procedures of this institution.



ELEVENTH: Suspension of Disbursements

PROCOMER may immediately suspend disbursements or cancel the undisbursed part of the non-reimbursable funds, at its discretion, if any of the following circumstances occur:

- a) Non-compliance by the beneficiary company with any obligation stipulated in the MOP or in the contract that must be signed with **PROCOMER**;
- b) Any circumstance - including without limitation any organizational change affecting the beneficiary company - that, in the judgment of PROCOMER, makes it unlikely to timely achieve the objectives of the benefited project;
- c) If the beneficiary company or any of its partners breaches any other agreement it has entered into with **PROCOMER**;
- d) Inadequate documentation of disbursements or inadequate collaboration with **PROCOMER** in providing timely information on the execution of the benefited project.
- e) If the beneficiary company, its employees, representatives, agents, or any of its goods and services suppliers (including consulting services) for the benefited project, commit any fault that endangers the correct execution of the benefited project, including but not limited to acts of corruption, bribery, providing false information, and generally any act representing an ethical threat or that could negatively compromise the objective reputation of **PROCOMER**, its workers, or representatives.

Finally, in the event of proven misuse of the funds, the beneficiary will be required to immediately reimburse the entire amount of funds granted up to that point, which in turn will result in the company's separation from the Discover Supplier Development Program.

TWELFTH: Term

The term of this contract will be 12 months, counted from its subscription, extendable upon request according to an extension previously approved by **PROCOMER** for the full completion of the project.

THIRTEENTH: Termination of the contract and contractual breach

The breach of any of the clauses of this contract will give the parties the right to terminate it, without prejudice to the actions that may correspond for damages.



In this case, **THE BENEFICIARY** will have the immediate obligation to return all the sums that have been granted up to that moment. It is also understood that both PROCOMER and **THE BENEFICIARY** may terminate this contractual relationship, for which a notification to that effect will suffice, which must be made at least two months in advance of the final termination date of this contract. In this case, if **THE BENEFICIARY** wishes to terminate the contract early, it must return the total amount of funds granted at that time.

FOURTEENTH: Duty of Execution

THE BENEFICIARY may not assign or encumber this contract, nor in any way transfer or pass on the benefits and obligations generated by this document. If this occurs, it will be considered a contractual breach.

FIFTEENTH: Coordination

The coordination and supervision of this contract will be in charge of the Strategic Alliances Unit of **PROCOMER**. This Unit will be responsible for monitoring the correct execution of this contract, as well as for reviewing the generated documentation, such as reports, follow-up letters, among others.

For its part, **THE BENEFICIARY** commits to appointing a person who will act as **PROCOMER's** contact for everything related to the execution of this contract.

SIXTEENTH: Labor Obligations

No person or employee of **THE BENEFICIARY** shall be considered, under any circumstances, an official or representative of **PROCOMER**. Therefore, both parties agree that this contract shall not give rise to any labor rights in favor of the representatives or workers of **THE BENEFICIARY** or the person designated for the execution of the obligations established in this contract.

It is also understood that **PROCOMER** will not assume any responsibility for the payment of any type of insurance or compensation for injuries, accidents, or similar events that any worker of **THE BENEFICIARY** may suffer, who in turn exempts **PROCOMER** from any type of responsibility for these incidents.

Finally, it is understood that **THE BENEFICIARY** will, for all purposes, be the employer of all its representatives and collaborators, particularly the person designated for the execution of the obligations assumed by **THE BENEFICIARY**. Therefore, **THE BENEFICIARY** will be solely responsible for the payment of labor benefits, social security, and related benefits as per the applicable legislation in Costa Rica.



SEVENTEENTH: Confidentiality

The parties agree that all information and materials obtained as a result of the execution of this contract shall be considered confidential. Also, the effects of this clause will remain after the termination of the contract.

EIGHTEENTH: Dispute Resolution

All controversies or differences that may arise from the negotiation, execution, arrangement, interpretation, termination of this contract shall be governed by the laws of Costa Rica, as well as by what is established in the **PROCOMER** Contracting Regulation. The Courts of Justice of Costa Rica will have exclusive jurisdiction over any litigation generated by this contract.

NINETEENTH: Contractual Domicile

The contracting parties establish the following contractual domiciles:

- **THE BENEFICIARY:** _____
- **PROCOMER:** Próspero Fernández Highway, San Rafael de Escazú, next to Hospital CIMA, Complejo Empresarial Plaza Tempo, third floor.

TWENTIETH: Valuation

For tax purposes, this contract is considered invaluable. It is clarified that, in accordance with article 7 of Law No. 7210 and article 13 paragraph a) of Law No. 7638, PROCOMER is exempt from the payment of taxes and duties that it must pay, for the part corresponding to it, in any contract it executes.

In witness whereof, we sign two copies of equal value on September 15, 2022.

Pedro Beirute Prada General Manager	_____
PROCOMER	BENEFICIAR Y



12.4 Sworn Statement on the Non-Existence of Conflicts of Interest

SWORN STATEMENT

The undersigned, _____ in my capacity as the legal representative of _____ the winning company of the "Descubre Supplier Development Program" Contest, declare under oath that there is no type of conflict of interest or similar situation that could affect the objectivity with which PROCOMER or the officials designated for this purpose, carry out the technical reports required for the proper fulfillment of the objectives of the said Program. Likewise, I declare that I am not in any of the situations established in article 22 bis of the Administrative Contracting Law and that the contracts I carry out will consider this restriction.

San José, 15th day of September 2022.

_____ SIGNATURE OF BENEFICIARY
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12.5 Article 22 Bis of the Administrative Contracting Law

EXCERPT FROM THE ADMINISTRATIVE CONTRACTING LAW N° 7494

Article 22 bis - Scope of the prohibition. In the administrative contracting procedures promoted by the institutions subject to this Law, the following persons are prohibited from participating as bidders, directly or indirectly:

a) The President and Vice-Presidents of the Republic, the ministers and deputy ministers, the deputies of the Legislative Assembly, the proprietary magistrates of the Supreme Court of Justice and those of the Supreme Electoral Tribunal, the Comptroller and Deputy Comptroller General of the Republic, the Attorney General and Deputy Attorney General of the Republic, the Ombudsman and Deputy Ombudsman, the National Treasurer and Deputy National Treasurer, as well as the National Supplier and Deputy National Supplier. In the case of popularly elected positions, the prohibition will take effect as soon as the Supreme Electoral Tribunal officially declares the results of the elections.

b) With the same entity in which they serve, the members of the board of directors, executive presidents, managers, and deputy managers, both of decentralized institutions and public companies, proprietary councilors, and the municipal mayor.

c) Officials of the procurement and legal advisory departments, with respect to the entity in which they provide their services.

d) Public officials with influence or decision-making power, at any stage of the administrative contracting procedure, including subsequent supervision, in the execution or construction phase. It is understood that there is interference or decision-making power when the respective official, by virtue of the functions they perform or by the rank or hierarchy of the position they hold, can participate in decision-making or influence them in any way.

This assumption includes those who must render opinions or technical reports, prepare or process any of the phases of the contracting procedure, or supervise the execution phase.

When there is doubt whether the position held is affected by interference or decision-making power, before participating in the administrative contracting procedure, the interested party will consult the Comptroller General of the Republic and will send all the evidence and information of the case, as stipulated in the Regulations of this Law.

e) Those who act as advisors to any of the officials affected by prohibition, whether internal or external, personally or without any kind of remuneration, with respect to the entity for which said official provides services.

f) Legal entities in whose capital social any of the officials mentioned in the previous sections participate, or those who hold management or representation positions. For the sale or transfer of the respective social participation to disaffect the



respective firm, it must have been made at least six months prior to the appointment of the respective official and must have a certain date by any of the means that civil procedural legislation allows. Any sale or transfer after that date will not disaffect the legal entity from the prohibition to contract, as long as the appointment that originates it lasts.



For companies whose shares are registered in the National Registry of Securities and Intermediaries of the General Superintendency of Securities, such prohibition will apply when said official controls ten percent (10%) or more of the total subscribed capital of the company. To this effect, the administration will only require from the legal entity bidder a sworn statement that it is not subject to any of the causes of prohibition established in this article.

(As added the previous paragraph by article 3 of law N° 8511 of May 16, 2006).

g) Non-profit legal entities, such as associations, foundations, and cooperatives, in which persons subject to prohibition appear as directors, founders, representatives, advisors, or any other position with decision-making capacity.

h) The spouse, partner, or companion in a de facto union, of the officials covered by the prohibition, as well as their relatives by consanguinity or affinity up to the third degree inclusive.

i) Legal entities in which the spouse, partner, companion, or the relatives indicated in the previous section, hold more than twenty-five percent (25%) of the capital stock or hold any management or representation position.

j) Physical or legal persons who have intervened as advisors at any stage of the contracting procedure have participated in the preparation of the specifications, designs, and respective plans, or must participate in their subsequent supervision, in the execution or construction phase. This prohibition will not apply in cases where the design and construction of the work are tendered together, alternative variants regarding the specifications or plans provided by the Administration.

The persons and organizations subject to a prohibition will maintain the impediment until six months have elapsed since the cessation of the cause that gave rise to it.

The following cases are excepted from the above prohibitions:

1. That it is a sole supplier.
2. That it is the ordinary activity of the entity.
3. That there is a manifest interest in collaborating with the Administration.

(As added by article 65 of Law N° 8422 Law against Corruption and Illicit Enrichment in Public Function, of October



12.6 Draft Promissory Note

PROMISSORY NOTE FOR SEED CAPITAL AMOUNT

This promissory note certifies that _____, with legal or personal ID number _____, domiciled in _____, represented in this act by Mr./Ms. _____, (legal representation as per legal ID), promises to unconditionally pay to the order of the Foreign Trade Promoter of Costa Rica (PROCOMER), with legal ID number 3-007-196350, the sum of _____ in a single payment, on September 15, 2023. This payment covers the principal amount. No current or moratory interests are charged. Non-compliance with the payment will entitle the creditor to execute this title judicially. In the case of judicial collection, the debtor waives their domicile and payment requirements. It is recorded that payments will be made at the creditor's offices, located in San Rafael de Escazú, PLAZA TEMPO Business Center, 3rd floor.

This title is governed by the Commercial Code of the Republic of Costa Rica and related laws.

Signed in San José on the 15th day of September 2022.

_____ SIGNATURE OF BENEFICIARY
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