Agreement for the implementation of ……………………………. **(Project Title)** under the **CALL FOR APPLICATIONS: Enterprise Innovation Booster Scheme** (hereinafter referred to as “CA-EIBS”)

This Agreement (hereinafter referred to as the “Agreement”) is entered on the ……...… day of ……………....

**BY AND BETWEEN**

The Mauritius Research and Innovation Council (MRIC) represented by ……………………………………………., with address Mauritius Research and Innovation Council Level 6, Ebene Heights 34, Cybercity Ebene, 72201 (hereinafter referred to as the “MRIC”)

**ON THE ONE HAND**

AND

Company ….………………………….., Company Business Registration No.……………….. having its registered/main office at…………………….. and its principal place of business/work at …………………………, registered with the Mauritius Research and Innovation Council (MRIC) under the CA-EIBS on …………………………, and represented by ………………………………., acting in his capacity as ………………….. (hereinafter referred to as “the Organisation”).

**ON THE OTHER HAND**

**DEFINITIONS**

“CA-EIBS” means the Call for Application: Enterprise Innovation Booster Scheme, aims at helping Mauritian companies grow, transform and be better equipped through innovation for the future and for the global market.

“SIP” means the Special Independent Panel set up to carry out the technical evaluation of the CA-EIBS project proposals;

“Project” means an application for a project submitted under CA-EIBS and approved by the MRIC;

“Application Form” means the project proposed under CA-EIBS.

“NRIF” means the National Research and Innovation Fund set up as per Section 13 of the MRIC Act 2019 for financing, amongst others, projects and schemes for the purpose of encouraging the development, in Mauritius, of innovative products, processes and services;

**WHEREAS**

(A) One of the objectives of the NRIF is to finance programmes, projects and schemes that would strengthen the competitiveness of the economy.

(B) The CA-EIBS shall be financed by the NRIF and the aim of the CA-EIBS shall be to support innovative projects, help upgrade business, innovate or venture overseas.

(C) The innovative project shall be undertaken in accordance with the guidelines, and the Project shall lead to positive impact on the company’s operations, productivity and innovativeness.

(D) The MRIC and the Organisation shall be referred together as the “Parties” and in singular as a “Party”.

(E) The Organisation has filled in and submitted to the MRIC, an Application Form with supporting documents.

(F) The SIP has evaluated the Application Form referred to in paragraph (E) and made its recommendations thereon to the Council.

(G) The Council, on being satisfied of the recommendations referred to in paragraph (F), has approved the proposed project for ………………………………… (Project Title)as per Annex for financing, provided that

(i) the Organisation is not recipient of funds from any other Government Agency for the same or similar project component;

(ii) the Organisation has designated a project leader responsible for the overall direction of the Project and for submission to MRIC, of a complete report with the research and innovation results and the project outcomes at the end of the project undertaken under the CA-EIBS; and

(iii) the Organisation complies at all times with the guidelines, which may be amended from time to time, issued by the MRIC and posted on the website of MRIC.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS –**

(1) Upon signature of this Agreement, the MRIC, shall effect payment of a first grant to the Organisation in accordance with the Project Milestone and Disbursement Schedule.

(2) (a) The monitoring of the activities of the Project, on a milestone basis, shall be carried out by the MRIC.

(b) The report of the monitoring after completion of each milestone, together with the comments and observations shall be forwarded by the MRIC to the SIP which shall, on being satisfied of such completion, make its recommendations to the Council for financing of further phases in accordance with the Project.

(3) Where –

(a) any grant made in accordance with the Project is subsequently found to have been made by error or mistake; or

(b) it is found, after due process, that the Organisation –

(i) was not eligible to the grant; or

(ii) has failed to meet any of his obligations under this Agreement,

the MRIC shall, on the recommendations of the Council, immediately recoup the amount so granted.

(4) The Organisation shall make available, on demand by the MRIC, any record, document or information for the purposes of ensuring the implementation of the CA-EIBS

(5) The Organisation shall participate in any survey conducted by the MRIC.

(6) A party may, subject to the approval of the other party, amend the terms of this Agreement.

(7) Any dispute between the parties arising out of or in connection with the interpretation or application of this Agreement or of any supplementary agreement shall be settled through negotiation between the MRIC and the Organisation.

(8) Any breach of any of the terms of the Agreement by the Organisation may result in the termination of the Agreement by giving a seven (7) days’ notice and the disqualification of the Organisation from further participating in the CA-EIBS and the Organisation may be subject to legal action as a result of the breach of any terms of the Agreement after due notice of same is given.

(9) This Agreement shall –

(a) be effective on the date of the signature; and

(b) remain in force until completion of the Project.

**MADE AND SIGNED BY THE PARTIES ON ………………………….**

**For the Mauritius Research and Innovation Council (MRIC)**

**Signature ………………………………………….**

**Name ………………………………………….**

**Capacity in which acting ………………………………………….**

**For the Organisation**

**Signature ………………………………………….**

**Name ………………………………………….**

**Capacity in which acting ………………………………………….**

**Annex I**

**Project Milestones and Disbursement Schedule**

*For any approved project, disbursement of funds by the MRIC is made at the start of each milestone upon submission of a satisfactory technical and financial progress report supported by statement of accounts, invoices and receipts amongst others. Activities should be in line of the Section D of the Application Form.*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Milestone** | **Duration (months)** | **Activities** | **Progress report due date[[1]](#footnote-1) (dd/mm/yy)** | **MRIC Funding**  **(Rs)** | **Funding by Institution/ Company/ Organisation**  **(Rs)** | **Total** |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |
| **Total** |  |  |  |  |  |  |

Note: This part is explanatory/indicative and needs to be discussed and finalised with the applicant

1. There must be 3-4 milestones.
2. 30% of the approved MRIC contribution will be disbursed upon signature of contract
3. 30% of the approved MRIC contribution at the start of the 2nd Milestone and upon submission of satisfactory technical and financial progress report
4. 30% of the approved MRIC contribution at the start of the 3rd Milestone and upon submission of satisfactory technical and financial progress report
5. 10% of the approved MRIC contribution upon completion of the project and submission of satisfactory technical and financial report

The above would apply for a three-milestone project. In the event, there are four milestones the below would apply:

1. 30% of the approved MRIC contribution will be disbursed upon signature of contract
2. 25% of the approved MRIC contribution at the start of the 2nd Milestone and upon submission of satisfactory technical and financial progress report
3. 20% of the approved MRIC contribution at the start of the 3rd Milestone and upon submission of satisfactory technical and financial progress report
4. 15% of the approved MRIC contribution at the start of the 4th Milestone and upon submission of satisfactory technical and financial progress report
5. 10% of the approved MRIC contribution upon completion of the project and submission of satisfactory technical and financial report

**Annex II**

**…………………. (Project Title)**

[Approved Proposal of the beneficiary will depend from Project to Project]

1. A progress report must be submitted at the end of each milestone. [↑](#footnote-ref-1)