

NATIONAL CORPORATE SOCIAL RESPONSIBILITY (CSR) FOUNDATION

CONTRACT AGREEMENT

This agreement is made on 5th August 2017

between

the **National CSR Foundation**, with its registered office situated at 7th Floor, Garden Tower, La Poudriere Street, Port Louis, (hereafter referred to as "NCSRF"), ON THE ONE HAND

and

name of organisation, an organisation registered with the Registrar of Associations/Companies with its registered office situated at **address** (hereafter referred to as the "Beneficiary"), ON THE OTHER HAND,

both parties hereinafter together referred to as the "Parties" and individually as the "Party".

WHEREBY IT IS AGREED AND CONVENANTED BETWEEN THE PARTIES AS FOLLOWS:

1. The NCSRF has earmarked, for the period starting on the «start_date» and ending on «end_date», a sum of Rs.«amount_fix» (the "sponsorship") to assist the Beneficiary to carry out activities in line with the objects of its project entitled:

Project title

and as approved by the NCSRF (the "Project").

2. This funding is subject to the conditions set out in the National CSR Foundation Guidelines 2017 and has been granted based on the information provided by the Beneficiary in the project proposal. Any proposed change in the content and/or planning shall be communicated to the NCSRF for prior consideration and agreement.

3. Subject to Clause 4, the sponsorship shall be disbursed to the Beneficiary in instalments, as follows:

3.1 Rs. **(amount of 1st disbursement)** following signature of the agreement, submission of an Implementation Plan and a list of beneficiaries (where applicable) and indicators of progress and performance to the satisfaction of the NCSRF.

3.2 Rs. **(amount of 2nd disbursement)** in **(date/ month)** or such other date as may be determined by the NCSRF, provided that the Beneficiary has furnished a full report on its activities and expenses, including all relevant statistics and information, as well as receipts for all expenses relating to the Project up to the date of the proposed payment of the instalment to the satisfaction of the NCSRF.

3.3 Rs. **(amount of 3rd disbursement)** in **(date/ month)** or such other date as may be determined by the NCSRF, provided that the Beneficiary has furnished a full report on its activities and expenses, including all relevant statistics and information, as well as receipts for all expenses relating to the Project up to the date of the proposed payment of the instalment to the satisfaction of the NCSRF.

4. The second and subsequent instalments referred to at clause 3 above shall be disbursed upon NCSRF being satisfied:

4.1. of the progress of the Project;

- 4.2. of the previous phase of the Project having been completed satisfactorily; and
- 4.3. that the funds previously disbursed have been used exclusively for the furtherance of the Project
5. Under this agreement, qualifying costs must have been incurred in connection with the Project as indicated in the approved budget. These costs must be identifiable and verifiable, and should have been recorded in line with the organisation's accounting practices.
6. The Beneficiary shall draw up, and provide the NCSRF with interim reports at agreed intervals on the progress and financial position regarding the Project implementation. A final report shall be submitted not later than one month after completion of the project.
7. The Beneficiary shall keep accurate and up-to-date accounts of the implementation of the Project that are easily available for inspection and verification.
8. The NCSRF reserves the right to monitor and evaluate the Project implementation on site on a participatory mode, to access project records and to request for evaluation reports.
9. The Beneficiary authorises the NCSRF to publish its name and address as well as details of the grant and Project.
10. The NCSRF shall not, under any circumstances, be held liable for damage or injury sustained while the Project is being carried out or as a consequence of the Project.
11. The NCSRF may suspend payment, refuse further disbursements and/or recover amounts already paid in cases where there are suspected or established irregularities or fraud committed by the Beneficiary in the performance of this contract or any other contract relating to projects.
12. The Beneficiary undertakes to respect all rules and regulations and to implement the Project with the requisite care, efficiency, transparency and diligence. The Beneficiary alone shall be accountable for the implementation of the Project. This Agreement shall not create contractual obligations between the NCSRF and any person with whom the Beneficiary has a contract in relation to the implementation of the Project.
13. In case the Project is terminated by the Beneficiary before its planned end date, the NCSRF reserves the right to request the reimbursement of disbursements made under this Agreement.
14. The construction, performance and validity of this Agreement, and any matter connected thereto, shall, in all respects, be governed by the laws of Mauritius
15. This Agreement has been made in two originals, both being equally authentic.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS FOR SIGNATURE

1. _____
for and on behalf of the NCSRF

2. _____
for and on behalf of the Beneficiary