OPERATIONS MANUAL

Innovation Matching Grants

Regional Matching Grants

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Enterprise Incubator Foundation

21/1 BAGREVAND street, Yerevan 0062, Armenia

Phone: +374 11 219 797

Email: info@eif.am • http://www.eif-it.com

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**Definitions, List of Acronyms**

MTCIT - Ministry of Transport, Communication and IT

TPQI -Trade Promotion and Quality Infrastructure Project

ICT - Information & Communication Technologies

SME - Small and Medium Enterprise

EIF - Enterprise Incubator Foundation

IMG - Innovation Matching Grants

RMG - Regional Matching Grants

-

GTC - Gyumri Technology Center

VTC - Vanadzor Technology Center

PID of MoF - Project Implementation Department of the Ministry of Finance of the

Republic of Armenia

Steering Committee - TPQI Project Steering Committee nominated by the Government

RA - Republic of Armenia

# Background

1.1. In the framework of Trade Promotion and Quality Infrastructure (TPQI) Project supported by the Government of RA and WB, EIF is administering a series of matching grants programs in ICT and High Tech as a supporting mechanism for creation, growth and competitiveness of knowledge and technology-driven enterprises in Armenia, as well as for encouraging traditional sectors to adopt new technologies. Each Applicant can apply only for one program. These programs include the following:

* + - **Innovation Matching Grants (IMG)**
    - **Regional Matching Grants (RMG)**

1.2. This single consolidated Grants Operations Manual describes program and competition objectives, participation eligibility criteria, size of grants, eligible expenditures, competition procedure, including application and evaluation process, as well as grant management requirements pertaining to all two grant programs, and outlines special requirements applicable to each. In this latter regard,

* Applicants applying for the **Innovation Matching Grants** must pay special attention to requirements pertinent to them, which for a more convenience is also highlighted in **BLUE Type**; and
* Applicants applying for **Regional Matching Grants** must pay special attention to requirements pertinent to them, which for a more convenience is also highlighted in **RED Type**.

# Objectives

2.1. EIF’s matching grants programs are intended to provide grants to support **new solution, product, service or process adaptation, improvement and/or development**, which would stimulate the rate of technology absorption, technology transfer, innovation and commercialization in the private sector, foster collaboration between research centers and industries and promote the development of new technology-driven companies across Armenia, with particular emphasis in supporting the development of viable technology enterprises in regions/marzes of Armenia.

# Innovation Matching Grants (IMG) Program Overview

3.1. **Program Objectives:** IMG is designed to provide financial assistance to teams, technology startups (may vary from development of mobile application and web project to development of complex software, solving different business process issues or complex engineering solutions) and up to 3-year old (at the moment of application) existing technology companies/ SMEs to support their development of innovative products/services and/or market them.

3.2. **Size of Grants:** The grant size will range from a minimum of 5,000,000 AMD to a maximum amount of 25,000,000 AMD. Quarterly disbursements will not exceed 25% of the total grant amount.

3.3**. Amount of Financing:** This grant provides funding for up to 50% of eligible expenditures estimated by a qualified Applicant (teams, startup, and existing companies) for development and sales, expansion of existing and/or new solution, product/service meeting the objectives of the project.

3.4. **Company Co-Financing Requirements:** The Applicant must ensure availability of the remaining 50% of estimated matching funds in cash from other sources, such as private sector industry, private investors, venture capital, private equity funds or the Applicant’s own internal resources (loans are not permitted except when loan is provided by one of the co- owners of the company ).

3.5 **Duration of the Project:** Term of Project grant financing is 1 year from execution of the Financing Agreement, which term can be extended upon justifiable reasons and with the approval of Project Steering Committee.

**3.6 Development Plan Required:** All IMG proposals must show at least 1-year development plan and cash flow. Grants will be awarded based on the presented development plan and cash flow. Grant amount needs to be spent within 12 months from execution of the Grant Financing Agreement, subject to justifiable extension approved in advance by the EIF and with the approval of Project Steering Committee.

# innovation Matching Grants (IMG) Eligibility criteria

4.1. IMG Applicants must satisfy the following minimum eligibility requirements for their proposals to be considered:

* **ICT or other high-tech sector (such as engineering, clean and renewable energy, etc.)**  must be focus of the Company or the project;
* **SME or startup** must be registered as legal entity in Republic of Armenia as an Limited liability company, Open joint stock company or Closed joined stock company for no more than 3 years prior to Application Deadline for IMG; Note: Sole entrepreneurs are not eligible to apply.
* **Teams** must be comprised of at least 3 team members**,** with proven experience necessary for implementation of presented project, who, if selected for the IMG program, are capable of registering as an eligible legal entity. Teams need to assign a team lead, who will be the main contact point during the whole competition process. **All teams need to submit a commitment letter signed by the team lead on registering a company in RA, if awarded the grant *(Annex 3, Sample intention letter on registering a company).***
* **Annual income** (last year) of the Company must not exceed US$300.000, and the number of employees must not exceed 30 people; and
* **All applicants must submit self-statement letter on providing of 50% co-financing** of the grant funds in cash, if awarded the grant, to be eligible for proposal evaluation ***(See Annex 4, Sample declaration on providing the co-financing)****.*

# Regional MATCHING Grants[[1]](#footnote-1) (RMG) Programs Overview

5.1. **Program Objectives:** Promote the development of new technology-driven companies (including establishment of new companies) in different regions (marzes) of Armenia. These grants also aim to promote technology entrepreneurship in regions (marzes) by creating supportive environment for innovation-driven business development in those regions.

5.2. **Purpose:** Regional Matching Grant (RMG) are designed to provide financial assistance to technology startup teams and companies to accomplish the development of innovative technology products/services and the marketing of them, as well as to expand their operation in regions. All projects under the respective grant program must show a clear commercialization strategy and be aimed at implementing the business project in different regions.

5.3. **Focus:** The proposed projects under the RMG programs can vary widely, for example, from development of a mobile application and web project to development of complex software solving different business process issues or complex engineering solutions. The following are examples of competitive initiatives/ideas:

* Development of new commercially viable IT High-Tech products, solutions and/or services;
* Improved performance speed and efficiency of organizations/businesses, including customer care solutions and simplifying involvement of new ones;
* Improved communication speed and technologies;
* Provision of improved means to accelerate different processes in business, government, management and financial procedures, etc.

5.4. **Size of Grants:** These grants supporting technology businesses in regions will range in size from a minimum of 5,000,000 AMD to a maximum of 25,000,000 AMD to applicants (company or team) for development and sales, expansion of existing and/or new solution, product/service meeting the objectives of the project. Quarterly disbursements will not exceed 25% of the total grant amount.

5.5. **Amount of Financing and Co-financing Requirements:** These grants supporting technology businesses in regions provide funding for up to 85% of eligible expenditures estimated by a qualified Applicant (company or team) for development and sales, expansion of existing and/or new solution, product/service meeting the objectives of the project. The Applicant must ensure availability of the remaining 15% of estimated matching funds in cash from other sources, such as private sector industry, private investors, venture capital, private equity funds or the Applicant’s own internal resources (loans are not permitted except when loan is provided by one of the co- owners of the company). All applicants must submit a self-statement letter on providing of 15% co-financing of the grant funds to be eligible for proposal evaluation ***(See Annex 4, Sample declaration on providing the co-financing).***

5.6. **RMG for companies in regions of Armenia:** As a condition to receiving RMG financing, grantees must register their start-up companies in Republic of Armenia and be based and operate in their respective region/marze.

5.7. **RMG for companies in Gyumri and Vanadzor:** As a condition to receiving RMG financing for Gyumri and Vanadzor, grantees must register their start-up companies in Republic of Armenia, and be based and operate in Gyumri or Vanadzor, as the case may be. In addition, the winning teams will be required to become a resident of Gyumri Technology Center (GTC) or Vanadzor Technology Center (VTC) and sign a contract on becoming a tenant in the GTC or the VTC for 1 year. In case of unfeasibility of the mentioned conditions, winning teams need to provide documentation which indicates that the team operates respectively in Gyumri or Vanadzor.

5.8 **Development Plan Required:** All RMG proposals must show at least 1-year development plan. Grants will be awarded based on the presented development plan. Grant amount needs to be spent within 12 months from execution of the Grant Contract, subject to justifiable extension approved in advance by the EIF.

# Regional Matching grants Eligibility criteria

**6.1. RMG** Applicants must satisfy the following minimum eligibility requirements for their proposals to be considered:

* **ICT/High tech sector companies** are eligible to apply for RMG, if major operations of the grant program are based in one of the regions (Marzes) of Armenia, including all team presented in the project proposal, hardware equipment, etc. **Company is registered as legal entity in Republic of Armenia as an LLC, OJSC or CJSC. Note: Sole entrepreneurs are not eligible to apply.**
* **Teams comprised of at least 3 members**, with proven experience necessary **for implementation of presented project, who, if selected for the RMG programs, are** c**apabl**e of registering as an eligible legal entity in RA. All such unincorporated teams, who are selected for grants, will be required to register a new start-up company in the RA. ***(Annex 3, Sample intention letter on registering a company).***
* **As a condition to award of RMGs applying in Gyumri and Vanadzor, selected Applicants (including the team members and staff) will be required to locate their base of operations**, as the case may be, in Gyumri Technology Center (GTC) by signing a contract on becoming a tenant in the a GTC, or in the Vanadzor Technology Center (VTC) by signing a contract to become a VTC tenant for 1 year. In case of unfeasibility of the mentioned conditions, winning teams need to provide documentation which indicates that the team operates respectively in Gyumri or Vanadzor.
  1. All applicants need to consider these conditions, before applying.

# 7. Eligible costs – applicable to all matching grant programs

**7.1 Eligible Expenditures (both matching grant expenses and co-financing)** under all three matching grants programs. Include the following types:

1. Hardware
2. Software
3. Project related Staff salaries and Consultants’ fees
4. Certification
5. Other valid expenses identified in the budget as directly related to execution of the Project and agreed by EIF, all of which cannot exceed more than 10% of total Project budget.

Any advance payments exceeding 100 USD (this advanced payment should also not exceed 100 USD within one month) made by grantees to suppliers of goods, contractors should be made based on a valid bank guarantee provided. The grantees should ensure that proper due diligence is carried out in respect of such advance bank guarantees provided. In any case while making advance payments Grantee should strictly follow timeline and budget lines of the approved budget.

**7.2 Ineligible Expenses** that will not be considered for grant financing include, but are not limited to, interest or debts owed to any party; expenditures and provisions for possible future losses or debts; purchase of land or buildings; including any renovations and any other expenditures that are not related to the Project purpose or identified in the Budget. For other non-eligible costs, please refer to World Bank's list of “Excluded Expenditures” (Annex 8) on Goods and Services not eligible to be financed under World Bank projects.

**7.3** Grantees must commit to refrain from concluding contracts with entities affiliated (entities that own the shares of the Grantee or have a legitimate authority of possession or use of those shares) with it in the framework of the Project except from the legal and accounting services.

# Competition Procedure for all two grant programs– IMG and RMG

Competition under all grant programs will be implemented through the following consecutive stages:

1. Announcement
2. Applications submission
3. Eligibility Criteria check (pre-screening)
4. Evaluation of applications by judging panel and creation of short list
5. Pitching event for short-listed applicants and selection of winners.

## Announcement

8.1.1. Calls for Proposals under each Grant Program will be announced on a periodic basis of approximately every 3 months. Announcement will be distributed via mailing list of IT/High-tech community and/or posted in Career Center web page <https://careercenter.am/> and/or EIF web page and/or web pages of partner organizations and/or disseminated through social networks (EIF Facebook page, etc.).

8.1.2. Application Packages submission deadline will be approximately 1 month after announcement of tender on the date specified in the Announcement.

8.1.3. During this approximately 1-month period, Orientation Seminars will be organized for potential applicants to answer and address all inquiries with regard to proposal format, submission form filing, the competition’s procedural issues and any other questions that could arise. Venue and schedule of Orientation Seminars will be communicated beforehand.

## Application Package

8.2.1. To participate in the given Competition, the Applicant must submit the following package of documents (Application Package):

* Cover letter signed by the Applicant *(Annex 1)*
* Completely filled-in Application Form *(Annex 2)*
* Project Budget *(Annex 6)*
* Projected Cash Flow for 1 year
* Development plan for 1 year (can be in a form of a Gantt Chart)
* Declaration on providing the co-financing funds **to meet matching contribution of Grantee (50% for IMG; and 15% for RMG)** *(Annex 4)*
* CVs of the project team members demonstrating competency and any experience relevant to execution on the proposed project.
* For IMG, copy of Company’s registration certificate or self-statement of intention to register required legal entity in RA, *(Annex 3),* as well as certified self-statement on annual income and number of staff.
* For RMG, copy of Company’s registration certificate or self-statement of intention to register required legal entity in Republic of Armenia *(Annex 3*, as well as statement letter on having all the major operations based in one of the regions of Armenia *(Annex 5).*

8.2.2 **Where to Apply: For all the grant programs – IMG and RMG Program,** Application Packages must be submitted in Armenian and English

to the EIF by the following e-mail address: [info@eif.am](mailto:info@eif.am) or email mentioned in the announcement. The Applicants need to indicate in the subject line the grant program they are applying to (e.g. “Application to IMG program”) Scanned copies of original documents will be acceptable. Original documents will be required upon necessity (details would be specified in the respective Announcement for the specific Grant Program Call).

8.2.3 **Applications Submission Deadline for All Grant Programs is by midnight on fixed date, as specified in the Announcement for the specific Grant Program Call.**

8.2.4. Applications submitted after the deadline will not be considered but may be submitted in future Calls.

## Eligibility Criteria Check (Pre-Screening)

8.3.1. All Application Packages will be screened for their compliance with **Eligibility Criteria**, presented in **Chapter 4 for IMG Program** and presented in **Chapter 6 for RMG Programs** (see table below), and to determine whether all the necessary documents have been submitted in accordance with the requirements of the Application Package, as described Paragraph 8.2.1 above in this Grants Operational Manual.

8.3.2. Applicants will be informed of any **Incomplete Applications** – that is, missing documents or other key element. The Applicant must review its Application and submit any missing documents or other key element within 2 days of notice from EIF. The applicants are given only one-time opportunity to present the missing documents.

|  |  |  |  |
| --- | --- | --- | --- |
|  | ***For Companies*** | ***For Teams, not yet incorporated*** |  |
| 1. | The organization is registered as legal entity in RA for no more than 3 years prior to Application Deadline. | 70% of team members are Armenian and/or residents of RA | Yes/No |
| 2. | Statement that the Company’s last calendar year annual income was less than (≤) 300.000 USD |  | Yes/No |
| 3. | Statement that the number of employees is less than (≤) 30 |  | Yes/No |
| 4 | The Company has demonstrated evidence or provided a self-statement letter on availability of required matching cash co-financing | Team has demonstrated evidence or provided a self-statement letter on availability of required matching cash co-financing | Yes/No |
| 5. |  | Statement letter on team committing to register a legal entity in RA | Yes/No |

|  |  |  |  |
| --- | --- | --- | --- |
|  | ***For Companies*** | ***For Teams, not yet incorporated*** |  |
| 1. | Organization is registered as legal entity in RA for no more than 3 years prior to Application Deadline | Team members are Armenian and/or residents of RA | Yes/No |
| 2. | Statement presenting that Majority of project’s business operations\* are/will be based in one of the regions (marzes) of Armenia | Statement presenting that Majority of project’s business operations\* are/will be based in one of the regions (marzes) of Armenia | Yes/No |
| 3. | The Company has demonstrated evidence or provided a self-statement letter on availability of required matching cash co-financing | Team has demonstrated evidence or provided a self-statement letter on availability of required matching cash co-financing | Yes/No |
|  |  | Statement letter on team committing to register a legal entity in RA | Yes/No |

\*Majority of project’s business operations means that the company shall be required to rent a premise (as an office) in the respective region, to keep 51% of its staff as well as the all equipment purchased within TPQI project at that office.

**8.4 Judging Panel**

8.4.1. Judging Panel will be formed by EIF and approved by TPQI Project Steering Committee and consist of at least 4 judges, comprised of representatives of the Ministry of Economy of RA, Ministry of High Technological industry of RA, Granatus Venture Fund and private sector representatives, a majority of whom will be independent professionals from the private sector.

8.4.2. All decisions of Judging Panel are final. The judges are not required to provide feedback or assistance to the participating teams. Judging Panel will make its Step 1 shortlisting decisions based on the evaluation of application package against the set evaluation criteria as outlined in Paragraph 8.5 below.

In case of conflict of interest, the judges should provide respective declarations and further decisions will be made by the Project Steering Committee.

## 8.5. Evaluation and Scoring of Applications

8.5.1. **Step 1 Evaluation.** The Judging Panel will evaluate the Applications in a two-step process, with the first step designed to “short-list” grant award candidates, based on the following criteria:

|  |  |  |  |
| --- | --- | --- | --- |
| **Section** | **Step 1 Evaluation Criteria of each Application Section** | **Points** | **Final score** |
| 1. | *Capability of the Team*  CVs of all team members demonstrate existence of relevant skills and experience necessary for successful implementation of proposed project. | 1-10 |  |
| 2. | *Product/service and Commercial Potential*  Will the product have a commercial value with high growth rate in the market?  (differentiation from others on the market, advantages over competitors, unique or innovative features or special benefits of the product) | 1-10 |  |
| 3. | *Understanding of Market and Customer Need*  How does the product/service address a market need?  Do the applicants adequately describe the market and have realistic understanding of potential competitors?  (current size, potential growth of the market, competition, customer profile, etc.) | 1-10 |  |
| 4. | *Marketing Plan*  Does the applicant have a realistic strategy and marketing plan?  (target market identification and segmentation, pricing, promotion, distribution, other) | 1-10 |  |
| 5. | *Risks and opportunities*  Does applicant clearly understand the risks and opportunities in the market?  (changing market, increasing competition, new technologies, etc.) | 1-10 |  |
| 6. | *Implementation Plan*  Does the applicant have a clear implementation plan and milestones?  (dates for each milestone, key events or changes occurring with each milestone, action steps for each milestone, funding required for each milestone) | 1-10 |  |
| 7. | *Financials*  Does the applicant demonstrate clear understanding of its expenses and returns*?*  (breakeven, profit and loss, etc.) | 1-10 |  |
|  | **TOTAL** | **70** |  |

8.5.2. **Short-listed Applicants.** Following Applications Submission Deadline, Step 1 evaluations should be completed in approximately 2-3 weeks. Based on the Step 1 evaluation results, the Judging Panel will establish a list of Short-listed Applicants.

## 8.6 Mentorship and Ongoing Support

8.6.1. The shortlisted candidates will get ongoing support, coaching and mentorship from innovation and entrepreneurship experts on business planning, entrepreneurship and presentation skills.

## 8.7 Pitching Event for Step 2 Evaluation Interview

8.7.1. Short-listed Applicants will be invited to deliver 10-15 minutes business pitches of their projects followed by Q&A session from the Judging Panel during Pitching Event. The Pitching Event is to be organized approximately 2 weeks after the selection of Short-listed Applicants is completed.

8.7.2 The Judging Panel will evaluate the project business pitches in accordance with the following criteria:

|  |  |
| --- | --- |
| **Evaluation Item** | **Score** |
| **Proposition (60 point)**   * Clear problem and solution * Business goal is stated * Clear business model -- how business benefits will be generated * Market understanding is demonstrated * Marketing and sales approach are clear * Project results in sustainable income * Project plan is realistic and timely |  |
| **Presentation Skills (20 point)**   * Professional look & feel to presentation * Useful and effective text * Useful and effective graphics * Maintained interest |  |
| **Q&A Skills (20 point)**   * Ability to understand panel questions * Substantive answers * Honest about lack of information * Direct and clear responses * Relaxed and assured * Thinks effectively “on the spot” |  |

8.7.3. **Selection for Grant Award.** The Short-listed Applicants obtaining the highest scores will be selected as winners.

# 9. CONTRACTING AND FINANCIAL MANAGEMENT

## 9.1 Pre-Contractual Arrangements

9.1.1. **IMG Winners**. Prior to contract signing, IMG winners will be required to submit all necessary documents to support information provided in Application package. Table below presents types of documents to be submitted by IMG winners:

|  |  |
| --- | --- |
| **Companies** | **Teams** |
| Last month Income tax report to prove that the number of Company’s employees does not exceed 30 people |  |
| Last calendar year Profit tax report or the turnover tax reports of the last year to prove that the Company’s income does not exceed 300,000 USD |  |
| Reference from Tax Service on absence of debts |  |
|  | Registration Certificate of new a company in RA |

9.1.2. ***RMG winners of Gyumri and Vanadzor****:* Prior to contract signing, RMG winners of Gyumri and Vanadzor will be required to submit all necessary documents to support information provided in Application package. Table below presents types of documents to be submitted by RMG winners:

|  |  |
| --- | --- |
| **Companies** | **Teams** |
| Contract signed with GTC or VTC on becoming a tenant for 1 year or documentation indicating that majority of project’s business operations are based in Gyumri or Vanadzor | Registration Certificate of new a company in RA |
| Reference from Tax Service on absence of debts | Contract signed with GTC or with VTC on becoming a tenant for 1 year or documentation indicating that Majority of project’s business operations are based in Gyumri or Vanadzor |

## 

## 9.2 Contract Negotiation and Signing

9.2.1. EIF sends a letter to PID of MoF presenting the decision of the Judging Panel. Based on the decision records and any recommendations of the Judging Panel, a Contract is signed between the Grantee, PID of MoF (or any entity with respective authority) and EIF. The Contract describes the roles and responsibilities of each side and also the payment terms.

9.2.2. The Contract annexes will include detailed budget breakdowns, as well as project implementation timetable, with agreed specific milestones to be accomplished during the duration of the Contract Award.

9.2.3. All Contracts with Grantees will include a mandatory clause allowing the external auditor (appointed by PID of MoF) and the World Bank staff to review the Grant Project, its operations and any relevant records and documentation related to the Grant.

9.2.4. Grantees should create a master file at the beginning of the Project period. This master file should include at least the following documentation:

• Application and supporting documentation as specified in the manual;

• Any official documentation exchanged during the grant application and periods;

• Award notification;

• Copies of all progress and financial reports;

• All original invoices and other payment supporting documents;

The master file must be made available for review by respective staffs of EIF and PID of MoF, as well as to the external auditor (appointed by PID of MoF) and World Bank designated staff.

## 9.3 Financial Management

**9.3.1**. **Quarterly Disbursements of Grant Funds.** The IMG and RMG disbursements of financing will be paid in 4 tranches on a quarterly basis during the 12 months duration of the Grant and (specifically at the beginning of every quarter for the current quarter), with minimum 25% of total contribution amount for each tranche, subject to satisfactory performance in accordance with the Contract. In exceptional cases where in accordance with sound business practice, a Project budget dictates other than 4 equal quarterly tranches, the Project Steering Committee will have the discretion to deviate from this standard formula of equal quarterly disbursements.

**Fourth Quarter (Q4) Retention.** With respect to the last quarterly payment, EIF will withhold 10% of the last quarterly payment and would release such Retention amount to the Grantee upon satisfactory review of the final Progress and Financial Reports.

**9.3.2. Quarterly Matching Contributions by Grantee:** The Grantee’s quarterly contribution must be equal to at least 25% of its total matching requirement; however, the Grantee, with the approval of EIF, may contribute more than 25% of such amount (overpayment amount), in which case, the Grantee’s contributions for subsequent quarters would be adjusted to account for any overpayments so that the Grantee’s total contributions will be equal to its original commitment.

In case of savings generated from the Grantee’s matching (co-financing) part at the end of the project, the grant amount would be decreased respectively so as to comply with the matching principle.

9.3.3. **Dedicated Bank Account.** With respect to IMG program, each Grantee must open a Dedicated Bank Account, where Grantee cash share of matching funds for each quarter and IMG matching funds is to be transferred and from which payments associated with the grant project are disbursed during the life-time of the project. Prior to signing the Contract, Grantees should present to EIF and PID of MoF a bank statement on availability of their contribution for their first quarter for deposit into the Dedicated Bank Account. The Dedicated Bank Account will be used exclusively for the Grant Project implementation purposes.

9.3.4. **Dedicated Bank Account.** With respect to RMG program, each Grantee must open a Dedicated Bank Account, where Grantee cash share of matching funds and RMG matching funds is to be transferred and from which payments associated with the grant project are disbursed during the life-time of the project. Prior to signing the Contract, Grantees should present to EIF and PID of MoF a bank statement on availability for their first quarter contribution for deposit into the dedicated account. The Dedicated Bank Account will be used exclusively for the Grant Project implementation purposes.

9.3.5. **Quarterly Reporting Required.** Prior to quarterly disbursement, the Grantee must submit quarterly progress- and financial reports within five (5) business days after the last calendar day of the project quarter. Quarterly financial reports will include bank statements on expenditures as well as payment supporting documents, including invoices. Progress reports will include deliverables corresponding to agreed timetable and key milestones for previous quarter.

9.3.6. **Review and Disbursement Decisions.** The decision to make the Quarterly Disbursements will be based on the results in having achieved project milestones during the previous quarter and the supporting financial documents submitted and in compliance with the requirements of the Grant Agreement.

9.3.7. **Quarterly Disbursements.** The payments will be made by PID of MoF to the Grantee’s Dedicated Bank Account established for the project after receiving the payment request (along with the respective proof that the co-financing has been provided) from grantee, and the EIF's note on acceptability of progress report and the financial report (with payment supporting documents). The accuracy of the financial report (and payment supporting documents) will be verified by PID of MoF.

9.3.8. **Curing.** In case EIF identifies inaccuracies in the progress reports or/and in the financial reports or/and in the supporting documents, it notifies the Grantee thereof and gives the Grantee up to 10 business days to complete the documents, provide clarifications, or to correct information and re-submit the financial reports and missing supporting documentations.

In case PID of MoF identifies inaccuracies in the financial reports or/and in the supporting documents, those issues are communicated to EIF, which will notify the Grantee thereof and give the Grantee up to 10 business days to complete the documents, provide clarifications, or to correct information and re-submit the financial reports and missing supporting documentations.

If the Grantee fails to implement necessary actions specified in the notification in the specified time period to cure any problems identified, and/or in case these actions were not implemented properly, then EIF will request the Project Steering Committee to approve the remedies more specifically described in Sections 6, 7 and 8 of the Grant Contract.

9.3.9. All the expenditures related to the Project need to be paid by the completion of TPQI Project. Any expenditure made after that date will be considered as an ineligible expense.

## 9.4 Supervision and Monitoring

9.4.1. After the first tranche and prior to disbursement of subsequent tranches to the Grantee, EIF will conduct monitoring of the Project to assess the progress of the Project implementation as well as to assure that the expenditures made are in accordance with the approved Project budget for the given period. Monitoring methods will include:

1. Desk review, during which a review of all related transactions will be done to verify that financial expenditures are in accordance with the approved project budget. It will also allow identifying inaccurate expenditure or non-compliance with IMG or RMG requirements, as the case may be. During Desk review, the quarterly progress reports will be also reviewed, and if necessary, a field visit will be organized to verify whether the project milestones were reached.
2. Field visits, which will be conducted, depending on the specifics of each project.

9.4.2. Upon review and approval of the reports, as well as the results of on-site visits, Grantees which are in compliance with their contracts will be eligible for the disbursement for the next quarter. During the on-site visits the EIF will verify the existence and condition of assets procured from the Grant proceeds. The results of the field visits will be documented in a field visit/monitoring report indicating the findings of compliance or non-compliance with the requirements of the Grant Program and Grant Contract. The review and approval of reports will be done by EIF and will take maximum 2 weeks. In case of non-compliance of the Grantee with the requirements of the IMG or RMG Program, as the case may be, actions stated in 9.3.8 will be implemented. Only after failure of the Grantee to meets its obligations stated above, the Project will be presented to the Project Steering Committee, and based on the Steering Committee’s decision, termination of contract may be a result. The decision will be based on quarterly reports as well as on field visits.

# 10. CONFIDENTIALITY and AVOIDANCE OF CONFLICTS of INTEREST

10.1. Conflict of interest shall be interpreted but in no way limited to the following: any past, present or prospective economic, financial and private direct and/or indirect (through relatives or partners) interest, as well as ownership or other links with the staff of EIF, PID of MoF as well as members of Judging Panel for Grant Projects financed under the IMG and RMG programs.

It is expected that above staff and members will at all times adhere to the highest ethical standards in all matters.

Where any above staff or member directly and/or indirectly (through relatives or partners) has an economic, financial and/or private interest in, any other association or other organization (including any vendor of goods or services) with which Grantee has entered into, or is considering entering into, any contract or other transaction, such staff member shall disclose in writing to the Project Steering Committee all material facts as to the relationship or interest. Individuals with conflicts of interest must recluse themselves from participating in any part of the decisions related to the transaction giving rise to the conflict.

Each case of fraud, waste or misuse of project resources or property identified by the staff shall be reported in writing to its direct supervisor. Should the supervisor fail to undertake any action for suspending such fraud, waste or misuse, the issue shall be submitted to the Project Steering Committee in writing by the same staff with sending a copy of such notification to the person having committed an act of fraud, waste or misuse.

10.2. All organizers, technical experts and Judging Panel of the Competition who have access to the Application packages and business plans sign Non-Disclosure Statement that extends for 1 year after the public announcement of the winner of the Competition. The sample of the Non-Disclosure Statement is attached as Annex 10.

10.3. The EIF will undertake reasonable efforts to ensure that all participating organizations and team members retain all rights to ideas and intellectual property, as applicable. The EIF does not share submissions with any parties outside of the Judging Panel and experts’ group either before or following the competition. However, it is participating team’s responsibility to ensure that their presentations and business proposals’ descriptions made for publication purposes provide information without including confidential intellectual property.

# 11. Annexes

Annex 1. Cover letter signed by Applicant

Annex 2. Filled-in Application Form

Annex 3. Sample intention letter on registering a company

Annex 4. Sample declaration on providing co-financing

Annex 5. Sample Statement letter on major operations being based in Gyumri or Vanadzor (as the case may be)

Annex 6. Sample project budget form

Annex 7. Sample quarterly financial report form

Annex 8. World Bank's list of “Excluded Expenditures” on Goods and Services

Annex 9. Grant Contract Template

Annex 10. For Peer Reviewers, Judging Panelists and Others participating in review of Applications and Grant Performance -- Non-Disclosure Statement and Avoidance of Conflict of Interest (not to be signed by Applicants)

# Annex 1. Sample Cover Letter

Enterprise Incubator Foundation  
21/1 Bagrevand Street   
Yerevan 0062, Republic of Armenia  
Tel: +374 11 21 97 97

Cover Letter

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

By my signature below, I hereby present this Application for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Competition (“the Competition”) and certify and agree as follows:

1. The Business proposal set forth in this Application package is original work of our Company/Team (“Applicant”). The Applicant is not under any agreement or restriction that would prevent from submitting the Business proposal in this Competition. The Participants are not under any agreement or restrictions that will restrict their ability to maintain confidentiality and agree not to disclose concepts set forth in the Business proposal other than directly with the other Participants.
2. The Participants have reviewed the rules of the Competition and agree to be bound by them.
3. The Participants understand that each of the Participants, sponsors, judges, organizers, and the EIF and their respective directors, officers, partners, employees, consultants and agents (collectively the “Competition Officials”) are volunteers and are under no obligation to render any advice or service.

In consideration of the time, expertise and other resources provided by the Competition Officials to the Competition, each Participant hereby voluntarily releases each Competition Official from any liabilities, responsibilities, and accountabilities relating to or arising out of such Competition Official’s participation in the Competition except such obligations arising out of the award of prizes.

Company/Team Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director/Team leader Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annex 2: APPLICATION FORM

|  |
| --- |
| **MATCHING GRANTS COMPETITION**  **Application Form** |
|  |
| **I. General Information** |
| 1. Name of the Company/Team: 2. Project title: 3. Total number of team members (including team leader): 4. Name, Surname and Position of the project responsible person / Team Leader: 5. Contacts of project responsible person/team leader (e-mail, phone): 6. Budget Requested from EIF (AMD): 7. Total contribution of the company/team (AMD): 8. Total Project Budget (AMD): 9. Please provide a brief (not to exceed 100 words) general description of your technology product/service, focusing on the specific problem your technology will help solve: |
|  |
| 10. Which grant are you applying to:  € Innovation Matching Grants (IMG)  € Regional Matching Grants (RMG)  11. You are applying as a:  € Team  € Company |

|  |
| --- |
|  |
| **II. Executive Summary** |
| **Provide a summary of your technology product/service– The summary should include key highlights about your product/service (focusing on the problem your technology will help solve), key selling points, market and beneficiaries of your product/service and beneficiaries, your business strategy, and financial projections. It is recommended that you complete this section after addressing the rest of the questions on this application (maximum 1000 words)**   |  | | --- | | **III. Body of the Application** |   **1. Nature of your Product/Service**  *Please briefly explain your idea for your product/service by outlining the key critical features that contribute to the solving the problem in the market:* **(maximum 1000 words)**   |  | | --- | |  |   **2. Innovativeness**  *Please, explain the technology features that allow you to provide a compelling value proposition to future users and customers. How different/novel the idea is against what is already in the market?* **(maximum 1000 words)**   |  | | --- | |  |   **3.** **Market Analysis (maximum 2000 words)**  *Please, explain what specific customer needs will be addressed with your product or service, and if the market will demand or buy such a product or service. Describe your target market and customer (“Who,” in particular, would be the likely purchaser?), recent and potential growth of your market, your competition. What is your marketing strategy?*   |  | | --- | |  | |
|  |
| **4.** **Risks and opportunities**  *Please, explain the risks related to your product/service development and sales and how you are going to eliminate them. What are opportunities in the market that you can use?* **(maximum 1000 words)**   |  | | --- | |  |   **5. Implementation Plan**  *Please, describe below your product implementation and development plan for the next 12 months. It should* ***clearly show at least on quarterly basis business development milestones and KPIs that you*** *need to meet in the next year in order to advance your product/service to the market. You can also attach as a separate document, such as a Gantt Chart.* **(maximum 1000 words)**   |  | | --- | |  |   **6. Financials**  *Please, describe the revenue streams of your business. How much funds do you estimate you will need in order to reach each of the milestones you listed in Section 5. When will you reach a “breakeven” point?* **(maximum 1000 words)** *Please, attach a Budget as indicated in the Annex 6. Please, attach a 1 year cash flow for your project*   |  | | --- | |  | |

**7. The Team**

*Please, provide a brief description of the experience, credentials and the capability of the personnel or team members to be involved in the project. Does the team have the technical and business skills to execute the product development?* **(maximum 1000 words)**

|  |
| --- |
|  |

*Please list the names of all participants and their position title. List the team leader/project responsible first (note, that you need to have at least 3 members in the team)*

|  |
| --- |
| 1. Full Name (as it appears in passport) |
| LAST First Middle/Patronymic |
| Brief description of individual’s role in project background): |
|  |
| 2. Full Name (as it appears in passport) |
| LAST First Middle/Patronymic |
| Brief description of individual’s role in project (incl. educational & professional) background): |

|  |
| --- |
| 3. Full Name (as it appears in passport) |
| LAST First Middle/Patronymic |
| Brief description of individual’s role in project (incl. educational & professional) background): |

**Applicant’s Name, Surname**

**Applicant’s signature**

**Date**

# Annex 3: Sample intention letter on registering a company

**INTENTION LETTER ON REGISTERING A COMPANY**

**Yerevan                                                                                 «\_\_»\_\_\_\_\_\_\_\_\_201**

Hereby, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/PROJECT NAME/ (the Project) represented by \_\_\_\_\_\_\_\_\_/NAME, SURNAME of team lead/ confirms the intention to register a company in the Republic of Armenia to implement the work represented under the Project, should the Project be selected for the award.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, Surname                           Signature

# Annex 4: Sample declaration on providing the co-financing

**DECLARATION ON PROVIDING THE CO-FINANCING**

**Required for Matching Grants competitions**

**Yerevan                                                                                 «\_\_»\_\_\_\_\_\_\_\_\_201**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/NAME, SURNAME/ (passport number, issued by/on, address), director /team leader of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/COMPANY OR TEAM NAME/, hereby declare that if selected for a proposed grant award of an estimated [ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_AMD] under the [(select one and delete others) Innovation Matching Grant / Regional Matching Grant] Program*,* I will provide the [50% / 15%] required matching co-financing in the sum of \_\_\_\_\_\_\_AMD.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, Surname                           Signature

# Annex 5: Sample statement letter on major business operations being based in one of the regions/marzes of Armenia

**STATEMENT LETTER**

**Yerevan                                                                                 «\_\_»\_\_\_\_\_\_\_\_\_201**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/NAME, SURNAME/ (passport number, issued by/on, address), director /team leader of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/COMPANY OR TEAM NAME/, hereby declare that if being selected for the award*,* the Company’s major operations within the scope of the grant project is/will be based in one of the regions/marzes of Armenia (please mention your respective location and delete text)

LLC/team name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director/team lead Name, Surname                           Signature

|  |  |
| --- | --- |
| Annex 6: SAMPLE Project Budget form |  |
| Company /Team Name: |  |
| Project Duration: DD/MM/YY-DD/MM/YY |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **TOTAL BUDGET OF THE PROJECT** | **0** | | **0** | | | | **0** | | | **0** | | |  | | | |
| **TOTAL CONTRIBUTION BY COMPANY** | **0** | | **0** | | | | **0** | | | **0** | | |  | | | |
| **TOTAL CONTRIBUTION FROM GRANT** | **0** | | **0** | | | | **0** | | | **0** | | |  | | | |
|  | Q1 | | Q2 | | | | Q3 | | | Q4 | | |  | | | |
| **EXPENSES: COMPANY CONTRIBUTION** | | | | | | | | | | | | | | | | | | | |
| **Cost component: Salaries** |  |  | |  |  |  |  |  |  | |  |  | |  |  |  | |  |  |
| **Employee’s Name** | Employee’s Position | **Gross monthly salary for each employee (AMD)** | | | | | | | | | | | | | | | | | |
|  | | **1** | **2** | **3** | **4** | **5** | **6** | | **7** | **8** | | **9** | **10** | **11** | | **12** | **TOTAL COST PER ITEM** |
| Employees 1 |  |  | |  |  |  |  |  |  | |  |  | |  |  |  | |  | 0 |
| Employees 2 |  |  | |  |  |  |  |  |  | |  |  | |  |  |  | |  | 0 |
| **Sub-Total** | |  | | **0** | **0** | **0** | **0** | **0** | **0** | | **0** | **0** | | **0** | **0** | **0** | | **0** | 0 |
| **Cost component: Hardware/Software** |  |  | |  |  |  |  |  |  | |  |  | |  |  |  | |  |  |
| **Purchased /Leased equipment/software description** | | **Monthly cost for each item (AMD)** | | | | | | | | | | | | | | | | | |
|  | | **1** | **2** | **3** | **4** | **5** | **6** | | **7** | **8** | | **9** | **10** | **11** | | **12** | **TOTAL COST PER ITEM** |
| Item 1 | |  | |  |  |  |  |  |  | |  |  | |  |  |  | |  | 0 |
| Item 2 | |  | |  |  |  |  |  |  | |  |  | |  |  |  | |  | 0 |
| **Sub-Total** | |  | | **0** | **0** | **0** | **0** | **0** | **0** | | **0** | **0** | | **0** | **0** | **0** | | **0** | 0 |
| **TOTAL CONTRIBUTION BY COMPANY** | |  | | **0** | **0** | **0** | **0** | **0** | **0** | | **0** | **0** | | **0** | **0** | **0** | | **0** | 0 |
| **EXPENSES: Grant CONTRIBUTION** | | | | | | | | | | | | | | | | | | | |
| **Cost component: Salaries** |  |  | |  |  |  |  |  |  | |  |  | |  |  |  | |  |  |
| **Employee’s Name** | Employee’s Position | **Gross monthly salary for each employee (AMD)** | | | | | | | | | | | | | | | | | |
|  | | **1** | **2** | **3** | **4** | **5** | **6** | | **7** | **8** | | **9** | **10** | **11** | | **12** | **TOTAL COST PER ITEM** |
| Employees 1 |  |  | |  |  |  |  |  |  | |  |  | |  |  |  | |  | 0 |
| Employees 2 |  |  | |  |  |  |  |  |  | |  |  | |  |  |  | |  | 0 |
| **Sub-Total** | |  | | **0** | **0** | **0** | **0** | **0** | **0** | | **0** | **0** | | **0** | **0** | **0** | | **0** | 0 |
| **Cost component: Hardware/Software** |  |  | |  |  |  |  |  |  | |  |  | |  |  |  | |  |  |
| **Purchased /Leased equipment/software description** | | **Monthly cost for each item (AMD)** | | | | | | | | | | | | | | | | | |
|  | | **1** | **2** | **3** | **4** | **5** | **6** | | **7** | **8** | | **9** | **10** | **11** | | **12** | **TOTAL COST PER ITEM** |
| Item 1 | |  | |  |  |  |  |  |  | |  |  | |  |  |  | |  | 0 |
| Item 2 | |  | |  |  |  |  |  |  | |  |  | |  |  |  | |  | 0 |
| **Sub-Total** | |  | | **0** | **0** | **0** | **0** | **0** | **0** | | **0** | **0** | | **0** | **0** | **0** | | **0** | 0 |
| **TOTAL CONTRIBUTION FROM GRANT** | |  | | **0** | **0** | **0** | **0** | **0** | **0** | | **0** | **0** | | **0** | **0** | **0** | | **0** | 0 |
| **TOTAL PROJECT BUDGET** | |  | | **0** | **0** | **0** | **0** | **0** | **0** | | **0** | **0** | | **0** | **0** | **0** | | **0** | 0 |

**Name Stamp Signature**

# Annex 7. SAMPLE Quarterly Financial Reporting form

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | ***Actual*** | | | ***Planned*** | | ***Variance*** | |
|  | ***Cumulative of Previous quarters*** | ***Current quarter*** | ***Cumulative to Date*** | ***Current quarter*** | ***Cumulative to Date*** | ***Current quarter*** | ***Cumulative to Date*** |
|  |  |  |  |  |  |  |  |
| **Opening Cash Balance** |  |  |  |  |  |  |  |
| Company Contribution |  |  | - |  |  | - | - |
| Grant funding |  |  | - |  |  | - | - |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **Total** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |
| Add: |  |  |  |  |  |  |  |
| **Sources of Funds** |  |  |  |  |  |  |  |
| Company Contribution |  |  | - |  |  | - | - |
| Grant funding |  |  | - |  |  | - | - |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **Total** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |
| Less: |  |  |  |  |  |  |  |
| **Uses of Funds** |  |  |  |  |  |  |  |
| Company Contribution |  |  |  |  |  |  |  |
| Categories/budget |  |  | - |  |  | - | - |
| Categories/budget |  |  | - |  |  | - | - |
| Categories/budget |  |  | - |  |  | - | - |
| **Sub Total** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Grant funding |  |  |  |  |  |  |  |
| Categories/budget |  |  | - |  |  | - | - |
| Categories/budget |  |  | - |  |  | - | - |
| Categories/budget |  |  | - |  |  | - | - |
| **Sub Total** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Total** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |
|  |  |  |  |  |  |  |  |
| **Closing Cash Balance** |  |  |  |  |  |  |  |
| Company Contribution | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Grant Fund | 0 | 0 | 0 | 0 | 0 | 0 | - |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **Total** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |

**Name Stamp Signature**

# Annex 8. World Bank's list of “Excluded Expenditures” on Goods and Services

“Excluded Expenditure” means any expenditure:

(a) for goods or services supplied under a contract which any national or international financing institution or agency other than the Bank or the Association has financed or agreed to finance, or which the Bank or the Association has financed or agreed to finance under another loan, credit, or grant;

(b) for goods included in the following groups or sub-groups of the Standard International Trade Classification, Revision 3 (SITC, Rev.3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986) (the SITC), or any successor groups or subgroups under future revisions to the SITC, as designated by the Bank by notice to the Borrower:

|  |  |  |
| --- | --- | --- |
| Group | Sub-group | Description of Item |
| 112 |  | Alcoholic beverages |
| 121 |  | Tobacco, un-manufactured, tobacco refuse |
| 122 |  | Tobacco, manufactured (whether or not containing tobacco substitutes) |
| 525 |  | Radioactive and associated materials |
| 667 |  | Pearls, precious and semiprecious stones, unworked or worked |
| 718 | 718.7 | Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors |
| 728 | 728.43 | Tobacco processing machinery |
| 897 | 897.3 | Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths’ or silversmiths’ wares (including set gems) |
| 971 |  | Gold, non-monetary (excluding gold ores and concentrates) |

(c) for goods intended for a military or paramilitary purpose or for luxury consumption;

(d) for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Borrower or international agreements to which the Borrower is a party[, and any other goods designated as environmentally hazardous by agreement between the Borrower and the Bank] In certain operations, the Bank agrees with the Borrower on materials excluded from financing on environmental grounds (e.g., exclusion of specified pesticides). The bracketed clause is to be included only if agreement between the Borrower and the Bank on a list of goods designated as environmentally hazardous for purposes of this loan has been reached and recorded in the agreed minutes of negotiations or a supplemental letter);

(e) on account of any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and

(f) with respect to which the Bank determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Borrower or other recipient of the Loan proceeds, without the Borrower (or other such recipient) having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.

# Annex 9. Grant Contract Template

**Grant Contract TEMPLATE**

**Yerevan «\_\_» \_\_\_ 201\_.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter the Grantee, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting based on the Grantee’s bylaws, on one side; the “Enterprise Incubator” Foundation, hereinafter EIF, represented by the director Bagrat Yengibaryan acting based on the bylaws of the Foundation, on the second side, the RA Ministry of Finance, hereinafter PID of MoF, …………., on the third side (Grantee, EIF and PID of MoF collectively hereinafter referred to as the Parties) concluded this Grant Contract guided by the legal provisions of the Operations Manual governing the [Innovation Matching, Gyumri Matching, Vanadzor Matching] Grants Program (hereinafter the Grants Operations Manual) regarding the following:

**Section 1. The Subject of the Contract**

1.1. According to this Grant Contract, EIF as implementing agency for the [EIF will insert appropriate Program -- Innovation Matching, Gyumri Matching, or Vanadzor Matching] Grants Program (hereinafter the Grant Program) has conducted a competition which closed on [ insert Date] to which the Grantee has applied and been selected for grant funding to carry out the project proposal described in Attachment 1 (hereinafter the Project). EIF is providing this Grant to the Grantee and facilitating business development support for the Grantee and will be monitoring the progress of Project implementation based on the presented financial reports in the format provided in Annex 9 of the Grants Operations Manual (accompanied by payment supporting documents) and progress reports[[2]](#footnote-2) (hereinafter the Financial Reports and Progress). PID of MoF implements payments of the Grant amount, and the Grantee undertakes responsibility to make investments and conduct its activities according to the conditions and regulations of the Grants Operations Manual and the attached Budget and Milestones to this Contract (hereinafter Attachment 2).

1.2. For avoidance of doubt, references in this Contract to the Project shall mean the project described in Attachment 1 to be implemented by Grantee pursuant to the Grant received hereunder, in accordance with Attachment 2.

**Section 2. Rights and Responsibilities of the Parties**

2.1. The Grantee shall:

2.1.1. Use the Grant exclusively in accordance with the provisions and regulation of the Grants Operations Manual; and

2.1.2. Carry out the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental, health and social standards and practices, satisfactory to the World Bank and in accordance with the provisions of the World Bank’s Anti-Corruption Guidelines. See <http://siteresources.worldbank.org/INTLAWJUSTICE/Resources/AnticorruptionGuidelinesOct2006RevisedJan2011.pdf> ; and

2.1.3. Ensure availability of the resources to be provided by the Grantee as co-funding; and

2.1.4. Open and separately maintain a dedicated bank account for the Project purposes (hereinafter the Dedicated Bank Account), to which co-funding financial resources provided by the Grantee and Grant amounts paid by the PID of MoF are to be transferred, and from which all payments stipulated in Attachment 2 are to be made; and ensure that the Dedicated Bank Account is used exclusively for the Project implementation purposes, and

2.1.5. Submit to EIF documents specified in Sections 3.3 and 3.4 of the Contract, in the order and timeline provided by those sections; and

2.1.6. Submit to EIF and PID of MoF the Project implementation final report (Progress and Financial Reports of the fourth quarter) within five working days after Project completion and return any unexpended financial resources disbursed by PID of MoF to it; and

2.1.7. At the beginning of the Project period, create and maintain for at least 3 years from the closing date of the Project a master file (hereinafter the Master File), which should include at least the following documentation:

2.1.7.1. Application and supporting documentation as specified in the Grants Operations Manual;

2.1.7.2. Any official documentation exchanged during the grant application and periods thereafter;

2.1.7.3. Award of Grant notification;

2.1.7.4. Copies of all Progress and Financial reports;

2.1.7.5. All original invoices and other payment supporting documents; and

2.1.7.6. Other documents, which from time-to-time will be identified by EIF, PID of MoF and the World Bank as useful and necessary to support an audit of the Project.

The Master File must be made available for review by EIF and PID of MoF staff, as well as to the external auditor (appointed by PID of MoF) and the World Bank designated staff.

2.1.8. Make the expenditures under this Contract in accordance to the timeline and budget lines of Attachment 2.

2.2. The Grantee has the right to:

2.2.1. Make request for the Grant funds in case the reports and accompanying documents defined in Sections 3.3 and 3.4 of the Contract are approved by EIF and verified by PID of MoF; and

2.2.2. At its own and exclusive discretion, invest, engage, and/or solicit additional funds, itself or through the means of third parties, whether in cash or in-kind, in equity or debt investment (in addition to the co-funding resources provided by Section 2.1.3.) to support implementation of the Project, without incurring further liabilities under this Contract.

2.3. PID of MoF shall:

2.3.1. Verify the accuracy of the financial reports (and payment supporting documents) provided by the Grantee;

2.3.2. Request from EIF notification of EIF’s approval of Grantee’s Progress and Financial reports (with copies of such reports and payment supporting documents);

2.3.3. Disburse Grant funding in accordance to Attachment 2 upon receiving from EIF the documents defined in Section 3.6 of the contract within the deadlines defined in the same section.

2.3.4. Request additional documentation and clarification in case discrepancies are observed in the financial reports and supporting documentation.

2.4. EIF shall:

2.4.1. Provide to PID of MoF acceptance notification for the Progress and Financial Reports prepared by Grantee and accepted by the EIF in the order and timeline provided by Section 3.6 of the Contract;

2.4.2. Provide business development support to the Grantee, as EIF determines is needed and appropriate.

2.4.3. Monitor Project progress; and

2.4.4. Communicate to the Grantee and request clarification and additional documents for any discrepancies observed in the Progress and Financial Reports and supporting documents.

2.5. EIF has the right to:

2.5.1. Require the Grantee to submit documents specified in Sections 3.3 and 3.4 of the Contract in the order and timeline specified in the same Sections;

2.5.2. Conduct on-site monitoring and review the Master File and Grantee’s books and records in connection with the Project; and

2.5.3. Terminate the Contract or impose other penalties and measures pursuant to Section 6, 7 and 8.

**Section 3. Grant Award Procedure**

3.1. Provision of Grant resources in the amount of up to [\_\_\_\_\_\_\_\_\_\_\_ AMD] is done in the order defined in this Section (Section 3) of the Contract and the budget line items included in Attachment 2, as well as the Project implementation schedule, in 4 installments within 12 months of Contract execution and in quarterly frequency. In this Contract, a Quarter, or Quarterly, means three consecutive calendar months. References in this Contract to Grant or Grant Award shall mean the amount transferred under this provision.

3.2. The Grant is to be transferred to the Dedicated Bank Account, which shall be used solely for Grant Program purposes, provided by the Grantee once the documents provided by Sections 3.3 and 3.4 are submitted by the Grantee in compliance with the provisions and regulations of the Contract and Grants Operations Manual.

3.3. Within five business days following the signing of the Contract and in order prescribed by the Contract, the Grantee shall submit payment request for the first tranche of the Grant, supported by the documents confirming contribution of the Grantee’s required co-funding (bank account statement).

3.4. For subsequent tranches, within five business days following the end of each quarter as defined in Section 3.1 and in the order prescribed by the Contract, the Grantee shall present the following documents:

3.4.1. The respective Progress and Financial Reports accompanied by the copies of the documents supporting expenditures made from the awarded Grant amounts and co-funding amounts in cash (as provided by the budget in Attachment 2), such as bank payment orders, invoices, receipts, payroll records, procurement contracts (if applicable), billing, Dedicated Bank Account statement, etc. (two copies of each); and

3.4.2. The Grantee’s payment request for the next tranche of the Grant, supported by the documents confirming contribution of the Grantee’s required co-funding.

3.5. After receiving the documents and the reports specified in Sections 3.3 and 3.4 of the Contract as well as the field visit/monitoring reports (composed as per Grants Operations Manual), EIF checks their compliance to the Contract terms and the Grants Operations Manual during a five-business-day time period (hereinafter Verification Period). In case of Grantee’s non-compliance, the Verification Period is suspended, and the Grantee is informed in writing about the suspension (including communication via electronic mail). The process of the Verification Period resumes after missing documents are submitted and/or the non-compliance is otherwise cured.

3.6. In case EIF approves documents specified in Sections 3.3 and 3.4 of the Contract, it submits corresponding notification (together with one copy of each document) to PID of MoF within a three-business-day period after completion of the Contract Verification Period.

3.7. Within five business days of receiving the notification specified in Section 3.6 of the Contract, PID of MoF implements payment of the corresponding amount of the Grant funds, or in case of non-compliance, PID of MoF sends back the package of the documents to EIF (together with one copy of each document). The terms specified by Sections 3.5 and 3.6 of the Contract restarts in the order provided by this Section in case notification (together with one copy of each document) is sent back by the PID of MoF.

3.8. The Grantee’s quarterly contribution must be at least 25% to satisfy its matching requirement; however, the Grantee, with EIF’s approval, may contribute more than 25% in any quarter, in which case, the Grantee’s contributions for subsequent quarters would be adjusted to account for any overpayments so that the Grantee’s total contributions will be equal to its original commitment.

3.9. The maximum amount of Grant disbursed in each quarter in any case should not exceed 25% of the overall Grant Award.

3.10. The Parties agree that with respect to the last quarterly payment under the Grant award, EIF should withhold 10% of the last quarterly payment (Retention amount), which Retention amount would be released to the Grantee upon satisfactory review of the final Progress and Financial Reports.

Besides, the Grantee increases co-financing amount of the last quarter equal to the Retention amount to make expenditures and necessary payments in the last quarter.

**Section 4. Confidential Information**

4.1. Each party to the Contract agrees not to disclose information received from the other party(ies) and is considered as confidential by the RA Legislation within 3 years after its receipt, with the exception of the cases when provision of the corresponding information is required by the Legislation and/or by Trade Promotion and Quality Infrastructure Project (Loan- 8390-AM).

4.2. In case of disclosure of confidential information in violation of Contract provisions, the Parties are held responsible in the order prescribed by the RA Legislation

**Section 5. Intellectual Property Rights**

5.1. The intellectual property rights developed by the Grantee under the Project in the framework of this Contract belongs to the Grantee.

**Section 6. Contract Termination**

6.1. EIF can terminate the Contract and is entitled to require the Grantee to repay in full or in part the Grant amount paid to the Grantee prior to the end of the Contract, in case of the following:

6.1.1. Failure of Grantee to implement or properly carry out the Contract (except in the cases described in Sections 7.1.1 and 7.1.2). Those actions will be qualified as serious breach, based on EIF’s recommendation; or

6.1.2. In performance of the Contract, Grantee engages in activities, which in the judgment of Project Steering Committee, which were, are or will result in a conflict of interest; or

6.1.3. Grantee, in the judgment of the Project Steering Committee, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in prevailing World Bank’s sanctions procedures as outlined in <http://siteresources.worldbank.org/INTLAWJUSTICE/Resources/AnticorruptionGuidelinesOct2006RevisedJan2011.pdf>) in competing for or in performing the Contract.

6.2. Grantee can terminate the Contract based on the Project Steering Committee’s decision, in case the milestones listed in Attachment 2 are achieved before the end of the Project. This right could be applied by Grantee only if documents specified in Section 3.3 and 3.4. of the disbursed Grant are approved by EIF and accepted by PID of MoF.

6.3. Regardless of the grounds for Contract termination, Sections 4 and 5 of the Contract shall remain in force after the termination of the Contract.

**Section 7. Undocumented or Not Properly Documented Expenditures and Missing/Damaged Assets**

7.1. If the Grantee does not submit supporting documents corresponding to the expenditures made in the prior quarter and/or the information provided in the documents is not reliable, or the assets procured from the Grant Program proceeds are missing, misused or substantially damaged, EIF shall notify (Curing notice) the Grantee thereof and give the Grantee ten (10) business days (Curing period) to complete the documents or to submit or correct information or restore the assets to their proper condition and place. If the Grantee fails to implement necessary actions specified in the notification in the specified time period and/or in case these actions were not implemented properly, then EIF shall have the right to:

7.1.1. In case the amount of undocumented or not properly documented expenses or missing/damaged asset is below 10% of the Grant disbursement made in prior quarter, decrease the amount to be paid to the Grantee for the next quarter by the amount of improperly documented expenses or missing/damages asset;

7.1.2. In case the amount of undocumented or not properly documented expenses or missing/damaged asset exceeds 10% and is below 20% of the Grant disbursement made in prior quarter, request the Grantee to repay improperly documented expenses or the amount of the missing/damaged assets from its own resources before applying for the next tranche of the Grant, in accordance with procedures stated in RA legislation;

7.1.3. In case the amount of undocumented or not properly documented expenses or missing/damaged asset exceeds 20% of the Grant disbursement made in prior quarter, terminate the Contract, as per the procedure specified in Section 6.1 of the Contract:

**Section 8. Liabilities of the Parties**

8.1. Subject to the Curing notice period provided in Sections 7.1, in case the Grantee fails to implement responsibilities defined by the Contract or implements them improperly (breach of the contract), EIF shall have a right to impose a penalty equal to 0.5% of the total Grant amount paid to the Grantee as of the end of the reporting period to which the breach relates. The Grant amount to be paid to the Grantee can be reduced by the amount of the penalty or the amount of penalty can be withheld from the next quarterly disbursement of the Grant.

8.2. In case of delay in the disbursement of Grant amounts, and if requested by the Grantee in writing, a penalty is to be applied to EIF and PID of MoF as joint liability for each day of the delay of the grant amount payment, equal to 0.05% of the quarterly amount to be paid from their own resources. In any case, the penalty should not exceed 10% of the delayed payment.

8.3. In case of failure or improper performance of their obligations that are not defined in the Contract, the Parties bear responsibility in the order prescribed by the RA Legislation.

8.4. Each party assumes responsibility for the damage caused by his/her fault (in the result of action or inaction of the party) suffered by the other party against the third party.

**Section 9. Force Majeure**

9.1. The Parties are released of any liability for partial or full nonperformance on Contract undertakings if such inability to perform resulted from force majeure circumstances, which occurred after entering into this Contract and which the Parties were unable to foresee or prevent. Such circumstances include earthquakes, floods, fires, war, military curfews, and acts of state authorities and others, including the termination or suspension of Trade Promotion and Quality Infrastructure Project (Loan- 8390-AM) agreement, that make performance of undertakings under this Contract impossible.

**Section 10. Restrictions**

10.1. The Grantee commits to refrain from concluding contracts with entities affiliated[[3]](#footnote-3) with it in the framework of the Project and will strictly adhere to the requirements of the Confidentiality and Avoidance of Conflict of Interest section of the Grant Operations Manual.

10.2. The Grantee undertakes responsibility to refrain from paying salaries or implementing other contract-based payments in cash in the framework of the Project, and the Grantee presents a corresponding declaration regarding this point.

10.3. The Grantee is informed that Section 10.1 of the Contract stipulates that EIF can implement corresponding reviews in order to monitor if the Grantee is in compliance with the restrictions defined.

**Section 11. Concluding Provisions**

11.1. The Contract shall enter into force upon signing, contractual provisions are effective starting from \_\_\_ \_\_\_\_ 201\_\_ till the complete fulfillment of the obligations stipulated in the Contract. The Armenian law is applicable to the contract.

The Contract shall be deemed signed on the latest date from the dates stated by the Parties when signing/sealing the Contract.

11.2. All disputes arising from the Contract are resolved through negotiations. In case consent was not reached, the dispute is resolved in RA courts proceedings in the order prescribed by the RA Legislation.

11.3. The Parties confirm that at the time of signing the Contract they are not aware of any circumstances under which they are not eligible or not able to conclude or implement the Contract.

11.4. The Parties confirm that they familiarized themselves with conditions and regulations of the Grants Operations Manual. All the definitions used in this Contract have the same meaning as it is defined in the Grants Operations Manual if the Contract does not state otherwise.

11.5. The Parties undertake to authorize and permit the external auditor (appointed by PID of MoF) and the World Bank staff to review the Grant Project, its operations and any relevant records and documentation relating to the Grant, as it deems necessary.

11.6. Parties recognize possibility of amending the Contract including, without limitation, Attachment 2 based on the Project Steering Committee’s positive decision. The Parties hereby acknowledge that, given the nature of the high-tech industry, there may be a need to make amendments to Attachment 2 during the implementation of the Project, making such amendments not more often than on a quarterly basis. Any amendment and addition to the Contract is valid if implemented in writing and is signed by the Parties.

11.7. Notifications and communication exchange to the e-mail addresses of the Parties provided in the requisites are considered to be appropriate notice.

11.8. The Contract consists of \_\_\_pages, is written in \_\_\_\_\_\_ and is signed in three equivalent copies, one copy to each of the Parties.

11.9. The Annexes to this Contract constitute an integral part of this Contract.

* Annex 1: Project Proposal,
* Annex 2:
* A) Budget (Negotiated and final budget),
* B) Milestones,

Annex 3: Grants Operations Manual.

**Section 12. Requisites and Signatures of the Parties**

|  |  |  |  |
| --- | --- | --- | --- |
| PID of MoF | | **EIF** | |
| Ministry of Finance of the RA | | Enterprise Incubator Foundation | |
| Tax ID | | Tax ID 02561224 | |
| Address`RA 0010, Yerevan, Republic Square, Government Building 1  E-mail: | | RA, Yerevan, Bagrevand str. 21/1  E-mail: | |
|  | | Legal entity registration certificate 03 Ա 052596,  issued on 14.01.2002,  registration number: 286.160.04441 | |
|  | | «HSBC Bank Armenia» JSC | |
|  | | Account number 001-171750-00\_ | |
|  | |  | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Seal | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Director  B. Yengibaryan Seal | |
|  | **Grantee** | |  |
|  | “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” | |  |
|  | Tax ID \_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |
|  | Address: \_\_\_\_\_\_\_  E-mail: | |  |
|  | Legal entity registration number: \_\_\_\_\_\_\_\_ /\_\_\_\_\_\_, | |  |
|  | «\_\_\_\_\_» JSC | |  |
|  | Account number \_\_\_\_\_\_\_\_ | |  |
|  |  | |  |
|  | “”, Director  \_\_\_\_\_\_\_\_\_ Seal | |  |

*THIS MODEL CONTRACT MAY BE AMENDED BY OTHER PROVISIONS TO ENSURE PROPER IMPLEMENTATION OF THE PROJECT.*

**Attachment 1: Project Proposal**

|  |  |
| --- | --- |
| **Attachment 2: Budget and Milestones** Budget: |  |
| Company /Team Name: |  |
| Project Duration: DD/MM/YY-DD/MM/YY |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **TOTAL BUDGET OF THE PROJECT** | **0** | **0** | **0** | **0** |  |
| **TOTAL CONTRIBUTION BY COMPANY** | **0** | **0** | **0** | **0** |  |
| **TOTAL CONTRIBUTION FROM GRANT** | **0** | **0** | **0** | **0** |  |
|  | Q1 | Q2 | Q3 | Q4 |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **EXPENSES: COMPANY CONTRIBUTION** | | | | | | | | | | | | | | | |
| **Cost component: Salaries** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Employee’s Name** | Employee’s Position | **Gross monthly salary for each employee (AMD)** | | | | | | | | | | | | | |
|  | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **TOTAL COST PER ITEM** |
| Employees 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 |
| Employees 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 |
| **Sub-Total** | |  | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | 0 |
| **Cost component: Hardware/Software** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Purchased /Leased equipment/software description** | | **Monthly cost for each item (AMD)** | | | | | | | | | | | | | |
|  | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **TOTAL COST PER ITEM** |
| Item 1 | |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 |
| Item 2 | |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 |
| **Sub-Total** | |  | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | 0 |
| **TOTAL CONTRIBUTION BY COMPANY** | |  | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | 0 |
| **EXPENSES: Grant CONTRIBUTION** | | | | | | | | | | | | | | | |
| **Cost component: Salaries** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Employee’s Name** | Employee’s Position | **Gross monthly salary for each employee (AMD)** | | | | | | | | | | | | | |
|  | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **TOTAL COST PER ITEM** |
| Employees 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 |
| Employees 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 |
| **Sub-Total** | |  | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | 0 |
| **Cost component: Hardware/Software** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Purchased /Leased equipment/software description** | | **Monthly cost for each item (AMD)** | | | | | | | | | | | | | |
|  | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **TOTAL COST PER ITEM** |
| Item 1 | |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 |
| Item 2 | |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 |
| **Sub-Total** | |  | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | 0 |
| **TOTAL CONTRIBUTION FROM GRANT** | |  | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | 0 |
| **TOTAL PROJECT BUDGET** | |  | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | 0 |

**Name Stamp Signature**

**Milestones:**

Name of Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Project No.:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Q1 Milestones** | | **Q2 Milestones** | | **Q3 Milestones** | | **Q4 Milestones** | |
|  | |  | |  | |  | |
|  | |  | |  | |  | |
|  | |  | |  | |  | |
|  | |  | |  | |  | |
| **PID of MoF** | | | | **EIF** | |
| Ministry of Finance of the RA | | | | Enterprise Incubator Foundation | |
|  | | | |  | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Deputy Minister  Seal | | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Director  B. Yengibaryan Seal | |
| **Grantee** | |  | | | |
| «\_\_\_\_\_\_\_\_» Ltd. | |  | | | |
|  | |  | | | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Director  \_\_\_\_\_\_\_\_\_  Seal | |  | | | |

# Annex 10. For Peer Reviewers, Judging Panelists and Others participating in review of Applications and Grant Performance -- Non-Disclosure Statement and Avoidance of Conflicts of Interest

**Sample Non-Disclosure Statement and Avoidance of Conflicts of Interest**

To: Enterprise Incubator Foundation

Innovation Matching Grants, RMG] Competition

Dear Sir/Madam

I am pleased would like to participate in and be supportive of the Innovation Matching Grant competition (“the Competition”).

I understand that in the course of my participation in the Competition I will/may have access to the Application packages (“Applications”) of each participating team and to the full business plans of the finalists (collectively, “Plans”). These Plans may contain the proprietary ideas, inventions and concepts (collectively, “Ideas”) of participating teams in the Competition. I understand that all intellectual and other property rights of all participating teams will remain unaltered as a result of entering the Competition. I also understand that some of these ideas may constitute trade secrets and that participating teams may not have yet taken appropriate steps to patent, copyright or otherwise protect their Plans or Ideas.

In consideration of my participation in the Competition, I agree for the benefit of EIF and the participating in the Competition teams that only I will review the Applications and Plans submitted to the Competition and that I will take all reasonable efforts to hold the Applications, Plans and Ideas which I may receive in the course of the Competition in strict confidence and will not copy, reveal, or disclose such Applications and Plans or Ideas to others and that I will not use any such Applications and Plans or Ideas for my own benefit or the benefit of any person, or any legal entity with which I am affiliated. At the conclusion of the Competition I will return the Applications and Plans to the participating teams via the Competition organizers.

The above restriction shall not apply to any Applications or Plans or Ideas which in the public domain at the time of disclosure or become publicly known through no wrongful act of mine, is known to me at the time of disclosure or is independently developed by me, is used or disclosed with the approval of the participating teams involved, is furnished to a third party without similar restrictions on the third party’s right, is received by me from a third party who has a lawful right to disclose it to me and in whose respect I do not bear responsibility of confidentiality, or is disclosed pursuant to the requirement or request of a governmental agency.

In addition, I am not aware of any conflict of interest with any Applications, and if in the course of reviewing an Application, it becomes apparent that there could be I disclose the any appearance of a such conflict, I will bring it to attention of the EIF, and will leave it to EIF trustees or other responsible oversight authorities body to determine if it is “material” or “immaterial” and any ensuing course of action.

The above restrictions will apply during the time that the Competition is occurring and for a period of one year after the winners are publicly announced.

I agree to bear responsibility for damages caused to teams (any team) or their members (any member) resulting from my violation of restrictions specified in this Statement.

I am pleased to support the Competition and during my involvement with it I agree to abide by such other rules and guidelines which EIF may reasonably impose.

Sincerely,

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. *Regional Matching Grants: the company location is minimum 50km distance from Yerevan.* [↑](#footnote-ref-1)
2. Progress reports should also include statements of Grantee certifying the existence of the assets purchased under the Project. [↑](#footnote-ref-2)
3. *Affiliated entities – entities that own the shares of the Grantee or have a legitimate authority of possession or use of those shares.* [↑](#footnote-ref-3)