

Funding Agreement

Monday 1st May 2023 – Monday 4th December 2023.

**The Government of Jersey, Infrastructure and Environment, (I&E)
Natural Environment**

and

The Parish of St. Saviour.

GRANT FUNDING AGREEMENT FOR:

THE REJUVENATION OF RUE A LA DAME PATH, ST. SAVIOUR

AND:

THE REJUVENATION OF LES VARINES – VAL AUME PATH, ST. SAVIOUR

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This Funding Agreement is made on Monday 1st May 2023.

Between:

- (1) **The Government of Jersey, Infrastructure and Environment, (I&E)** (the Authority) whose registered office is situated at Department of Natural Environment, Howard Davis Farm, Trinity, Jersey, JE3 5JP, or where the context requires, any administration of the Government, whose principal office is at 19-21 Broad Street, St Helier, Jersey JE2 3RR (the “**Authority**”)
- (2) The Parish of St. Saviour, whose registered address is at The Parish Hall, St. Saviour’s Hill, St. Saviour, JE2 7LF (the “**Grant Recipient**”).

BACKGROUND

- (A) This Funding Agreement is intended to set out a framework, which is compliant with the Public Finances Manual and Public Finances (Jersey) Law 2019.
- (B) The Grant Recipient will use the Grant solely for the Funded Activities, as detailed at Annex 1.

1. DEFINITIONS AND INTERPRETATION

1.1. Where they appear in this Funding Agreement:

Annex means the annexes attached to this agreement which form part of the Funding Agreement at Annex 1.

Commencement Date means the date on which the Funding Agreement comes into effect, being Monday 1st May 2023.

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party’s personnel) whether before or after the date of the Funding Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
 - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Authority Personal Data;
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 10 of this Agreement;

- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure;
or
- (d) is independently developed without access to the Confidential Information.

Controller and Processor take the meaning given in the GDPR;

Data Protection Legislation means applicable laws and regulations relating to the processing of personal data and privacy in any relevant jurisdiction, including, if relevant, the Data Protection (Jersey) law 2018, the GDPR, GDPR as implemented into UK law, the UK Data Protection Act 2018, the Regulation of Investigatory Powers (Jersey) Law 2005, the Electronic Communications (Jersey) Law 2000, any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted in Jersey or the United Kingdom, and any orders, guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in Jersey, England and Wales or a European Union judicial authority.

Event of Default means an event or circumstance set out in paragraph 22.1;

FOI means: Freedom of Information.

Funded Activities means the activities set out in Annex 1

General Data Protection Regulation and GDPR means (the General Data Protection Regulation (EU) 2016/679)

Grant means the sum or sums the Authority will pay to the Grant Recipient in accordance with paragraph 3 and subject to the provisions set out at Annex 1.

Funding Agreement means this Agreement together with its annexes.

Grant Manager means the individual who has been nominated by the Authority to be the single point of contact for the Grant Recipient in relation to the Grant;

Information Acts means the Data Protection Legislation, FOIA and the EIR, as amended from time to time.

Intellectual Property Rights or IPRs means all copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, drawings, instructions, know how and all other technical information trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world whether or not registered or registerable, including all applications for and renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world.

IPR Material means all material produced by the Grant Recipient or its Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process).

Law means any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

Losses means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

Maximum Sum means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to Annex 1.

Party means the Authority or Grant Recipient and **Parties** shall be each Party together;

Personal Data has the meaning given to it in the Data Protection Legislation as amended from time to time.

Remedial Action Plan means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the Rectification Plan process set out in paragraphs 22.5;

Representatives means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

Third Party means any person or organisation other than the Grant Recipient or the Authority;

Unspent Monies means any monies paid to the Grant Recipient which remains unspent [and uncommitted] at the end of the year, the Funding Period or because of termination or breach of this Agreement;

Working Day means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a public holiday in Jersey.

2 DURATION AND PURPOSE OF THE GRANT

- 2.1 The Funding Period starts on Monday 1st May 2023 (the **Commencement Date**) and ends on Monday 4th December 2023, unless this Agreement or such period is terminated earlier or otherwise lawfully extended.
- 2.2 The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient must not, without prior [written consent] of the Authority:
 - 2.2.1 make any changes to the Funded Activities during the course of the year, provided always that such consent may be deemed to have been given where the Authority has been provided with details of the delivery of the Funded Activities at least ten days in advance of any change being made, and the Authority has not objected or indicated it may object to any change proposed.
- 2.3 If the Grant Recipient wishes to make any changes to the Funded Activities they shall [notify the Authority of the same] and the Authority shall consider the same and any impact upon the Grant and may but shall not be obligated to agree to change the Funded Activities.

- 2.4 If the Authority wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so by written notice to the Grant Recipient.
- 2.5 Where applicable, volunteer support should be used to deliver the projects.
- 2.6 Any signage used for the projects must be compliant with the branding and format agreed by Jersey Access Service Providers (JASP)
- 2.7 All required permissions, permits and approvals must be in place before work undertaken (e.g. landowner agreements/licences, planning permits etc)
- 2.8 Agreed funding will only be available on the requirement that the Parish of St Saviour agree to cover the balance required to fully complete both projects within the time frame allocated.
- 2.9 Any positive publicity given to the project must make reference to the part played by both the Government of Jersey in funding it. You may be asked to:
- a) publicise our support on literature and stationery associated with the project,
 - b) display an on-site notice to acknowledge the support provided.
 - c) acknowledge the funds awarded to the project more generally, particularly through any press or other media coverage.
 - d) participate in specific promotional events organised by the Government of Jersey.

3 PAYMENT OF GRANT

- 3.1 Subject to the remainder of this paragraph 3 the Authority shall pay the Grant Recipient as detailed in Annex 1.
- 3.2 The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities.
- 3.3 Unless otherwise agreed in writing by the Authority, the Grant Recipient may not use the Grant to:
- 3.3.1 petition for additional funding;
 - 3.3.2 make gifts;
 - 3.3.3 pay statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
 - 3.3.4 pay for works or activities which the Grant Recipient, has a statutory duty to undertake, or that are or may be fully funded by other sources;
 - 3.3.5 pay bad debts to related parties;
 - 3.3.6 make payments for unfair dismissal or other compensation;
 - 3.3.7 in connection with the depreciation, amortisation or impairment of assets owned by the Grant Recipient;
 - 3.3.8 to acquire, develop or improve any Significant Assets (unless such Grant expenditure is explicitly approved)
 - 3.3.9 list here any other specific details (if any)
- 3.4 Unless otherwise stated in this Agreement, the Grant funds will be paid within 30 days of receipt and agreement of valid invoices, submitted for work(s) completed to the satisfaction of the Authority.

- 3.5 Where Annex 1 links the payments of Grant monies to a specific Funded Activity or elements of a Funded Activity, or to the achievement of a specific milestone, no further payment in respect of such Funded Activity will be made unless the Authority is reasonably satisfied that those amounts are being allocated to the relevant activities or elements, or that relevant Project milestones have been achieved or it has received sufficient reasons [in writing] as to why the same has not occurred.
- 3.6 The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant howsoever arising.
- 3.7 The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Funding Agreement. Any sum, which falls due under this paragraph 3.7, shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately the sum will be recoverable summarily as a civil debt.
- 3.8 Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
- 3.9 Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Funding Agreement, including any obligation to repay the Grant.
- 3.10 The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 3.11 If at the end of the relevant Financial Year there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than Monday 4th December 2023.
- 3.12 GST should not be included in any claim for grant aid, unless the claimant (you or your business) is not registered for GST. If you are GST registered you will be in a position to claim back GST, and therefore GST incurred as part of the project is not eligible for grant aid.

4 GRANT RECIPIENT'S WARRANTIES

- 4.1 The Recipient warrants, represents and undertakes that:
- 4.1.1 it has full power and authority to enter into this Agreement and to deliver the Funded Activities and that all necessary approvals and consents in respect of the same have been obtained and are in full force and effect;
- 4.1.2 the execution of this Agreement does not and will not contravene or conflict with its Governing Documents or any legal obligations to which it is subject;
- 4.1.3 it shall provide the Funded Activities and its other business activities with reasonable skill, care and diligence expected of a competent professional organisation providing similar services to its business;
- 4.1.4 it has and will maintain adequate insurances in respect of the Funded Activities in accordance with Annex 1.

- 4.1.5 The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.

5 ANNUAL GRANT REVIEW – NOT USED.

6 MONITORING , REPORTING & MEETINGS

- 6.1 The Grant Recipient shall closely monitor the delivery and success of the Funded Activities throughout the term of this Agreement to ensure that the aims and objectives of the Funded Activities are achieved.
- 6.2 The Grant Recipient shall prepare, when submitting invoices, documentation as follows:
 - 6.2.1.1 Financial report in an agreed format;
 - 6.2.1.2 Performance reports – including a summary of activity undertaken and outputs against agreed objectives;
 - 6.2.1.3 Risk register;
 - 6.2.1.4 Notification of any breaches of internal controls or compliance with relevant laws and regulations unless the matters concerned are clearly immaterial; and
 - 6.2.1.5 Any other relevant information required to permit the Authority to fulfil its responsibility to ensure effective oversight of the use of public funds.
- 6.3 The Grant Recipient shall additionally provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Funding Agreement.
- 6.4 The Grant Recipient shall also provide the Authority with report(s) on request;
 - 6.4.1 the progress made towards achieving the agreed outputs and the defined longer-term outcomes set out in this Agreement. Where possible, the report will quantify what has been achieved by reference to the Funded Activities' targets; and
 - 6.4.2 if relevant, provide details of any Assets either acquired or improved using the Grant.
- 6.5 The Grant Recipient will notify the Authority as soon as reasonably practicable of any actual or potential failure to comply with any of its obligations under the Funding Agreement, which includes those caused by any administrative, financial, or managerial difficulties;

7 AUDITING AND ASSURANCE

- 7.1 The Grant Recipient will provide the Authority with a Grant Assurance Statement confirming that the Grant has been used for delivery of the Funded Activities. Such Grant Assurance Statement shall be accompanied by audited accounts and/or such other accounts or related documentation as may be requested by the Authority.
- 7.2 The Grant Recipient agrees:
 - 7.2.1 the Authority's Representatives, internal auditors, the Comptroller & Auditor General or any persons nominated by any of the foregoing person, may, at any time during and up to 10 years after the end

of the Funding Agreement, conduct additional audits and or be provided with access to any and all premises or sites of the Grant Recipient and any and all records which such person may deem necessary ; and

- 7.2.2 additional information where the Authority or such persons considers it necessary to review how any Grant has been applied;
- 7.2.3 it will not act in a manner that would be considered an offence under articles 47, 48 or 49 of the Public Finances (Jersey) Law 2019; and
- 7.2.4 If the Authority, its Representatives, internal auditors or the Comptroller & Auditor General requires any further information or explanation to establish that the Grant has been used properly in accordance with the Funding Agreement, the Grant Recipient will, within Five Working Days of any such request, provide the Authority or other party, free of charge, with the requested information.

8 CYBER ESSENTIALS

- 8.1 The Grant Recipient acknowledges that the Authority is required to reduce the levels of cyber security risk in its supply chain and the Authority seeks the ALO's compliance where appropriate with the cyber essential security programme/ information security system model] or alternative accreditation such as ISO 270001.
- 8.2 If requested to do so by the Authority, before entering into this Agreement the Grant Recipient will, within 15 (fifteen) Working Days of the date of this Agreement, develop (and obtain the Authority's written approval of) a security management plan and an information security management system. After Authority approval the security management plan and information security management system will apply during the Term of this Agreement. Both plans will comply with the Authority's security policy and protect all aspects and processes associated with the delivery of the [Funded Activities].
- 8.3 The Grant Recipient will use software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of malicious software.
- 8.4 If malicious software causes loss of operational efficiency or loss or corruption of service data, the Grant Recipient will help the Authority to mitigate any losses and restore the [Funded Activities] to operating efficiency as soon as possible.
- 8.5 Responsibility for costs will be at the:
 - (a) Grant recipient's expense if the malicious software originates from the Grant Recipient's software or the service data while the service data was under the control of the Grant Recipient, unless the Grant Recipient can demonstrate that it was already present, not quarantined or identified by the Authority when provided; or
 - (b) Authority's expense if the malicious software originates from the Authority software or the service data, while the service data was under the Authority's control.

9 FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY

- 9.1 The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other

impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.

- 9.2 All cases of fraud, theft or corruption (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Grant Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation.
- 9.3 The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what it actually proven.
- 9.4 For the purposes of “financial irregularity” includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

10 CONFIDENTIALITY

- 10.1 Except to the extent set out in this paragraph or where disclosure is expressly permitted, each party shall keep secret and treat as confidential all Confidential Information belonging to the other and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
- 10.2 Nothing in this paragraph shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
 - 10.2.1 for the purpose of the examination and certification of the Authority’s accounts; or
 - 10.2.2 to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence [and that a confidentiality undertaking is given where appropriate];
 - 10.2.3 where disclosure is required by Law, including under the Information Acts.

11 STATUTORY DUTIES

- 11.1 The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts.
- 11.2 Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the comply with its information disclosure obligations under the Information Acts.

- 11.3 On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.
- 11.4 The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Funding Agreement without consulting the Grant Recipient.
- 11.5 The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Funding Agreement, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

12 DATA PROTECTION

Data Protection

- 12.1 The Grant Recipient and the Authority will comply at all times with its respective obligations under Data Protection Legislation and in particular;
- 12.2 The Parties agree that for the purposes of the Data Protection Legislation the Grant Recipient is a Data Controller and the Authority is also, separately a Controller unless otherwise specified in Annex 8 of this Agreement.
- 12.3 To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of this Funding Agreement, the Parties accept that they are each a separate independent Controller in respect of such Personal Data. Each Party:
 - 12.3.1 shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
 - 12.3.2 will be individually and separately responsible for its own compliance; and
 - 12.3.3 do not and will not Process any Personal Data as Joint Controllers.
- 12.4 Each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in [Article 32(1)(a), (b), (c) and (d) of the GDPR,] and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation.

13 INTELLECTUAL PROPERTY RIGHTS

- 13.1 Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in this Agreement Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 13.2 The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting any and all other projects.

- 13.3 Ownership of Third Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 13.4 The Grant Recipient must ensure that they have obtained the relevant agreement from the Third Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third Party software.

14 ENVIRONMENTAL REQUIREMENTS

- 14.1 The Grant Recipient shall perform the Funded Activities with a view towards protecting and valuing our environment by embracing environmental innovation and ambition, by protecting the natural environment through conservation, protection, sustainable resource use and demand management.

15 ASSETS - TO DISCUSS IF NEEDED BY WAY OF OPTIONAL CLAUSES

- 15.1 The Grant Recipient shall agree in advance with the Authority any plans to purchase, or develop any Significant Asset or develop and improve any pre-existing asset such that it qualifies as a Significant Asset, and must keep a register of all Significant Assets acquired or improved wholly or partly using the Grant provided under the Funding Agreement.

Disposal of Significant Assets

- 15.2 Where the Grant Recipient must ensure that Significant Assets are maintained in good condition over the Asset Owning Period.
- 15.3 Significant Assets purchased or improved using the Grant shall be owned by the Grant Recipient until ownership is transferred, disposed of or otherwise.
- 15.4 The Grant Recipient must not dispose of any Significant Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Grant without the prior written consent of the Authority. If the Authority grants consent to the disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Authority.
- 15.5 If the Grant Recipient disposes of any Asset without the prior written consent of the Authority, the Grant Recipient must use all reasonable endeavours to achieve the market price for the Assets and [save as described in the charging clauses below) must pay to the Authority a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development or improvement costs of the significant Assets that was funded by the Grant, provided that the Authority may at its discretion allow the Grant Recipient to keep all or a part of the relevant proceeds where:
- 15.5.1 the sale of the Significant Asset takes place after the end of the Asset Owning Period;
 - 15.5.2 the proceeds of sale are to be applied directly to the purchase by the Grant Recipient of assets that are equivalent to or replacements for the Assets; or
 - 15.5.3 the Authority is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Funded Activities.

Charging of any Asset

- 15.6 The Grant Recipient shall not create any charge, hypothecation, legal mortgage, debenture or lien over any Asset without the prior written consent of the Authority.
- 15.7 Where the Authority provides its written consent to the creation of any charge, hypothecation, legal mortgage, debenture or lien over any Significant Asset and any such security is subsequently to be enforced, then the Grant Recipient will not be obligated to return any proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Significant Assets funded by the Grant unless all other security has otherwise been repaid in full or otherwise forgiven.

Asset Owning Period means the period during which the Significant Assets are recorded as Assets in the Grant Recipient's accounts;

16 INSURANCE

- 16.1 The Grant Recipient will during the term of the Funding Period and for 10 years after termination or expiry of this Agreement, or until the Grant Recipient's winding up, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities. the Funding Agreement or its business more widely.
- 16.2 The Grant Recipient will upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

17 ASSIGNMENT

- 17.1 The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Funding Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.

18 SPENDING CONTROLS; MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY

- 18.1 Where the Grant Recipient intends to use any part of the Grant on advertising, communications, consultancy or marketing the Grant Recipient must, provide evidence in advance, that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objectives and secure value for money.

19 LOSSES, GIFTS AND SPECIAL PAYMENTS

- 19.1 The Grant Recipient must obtain prior written consent from the Authority before:
- 19.1.1 writing off any debts or liabilities;
 - 19.1.2 offering to make any sum which would be considered a "special payment" under the public finances manual; and
 - 19.1.3 giving any gifts in connection with this Funding Agreement.

20 BORROWING & LENDING

- 20.1 The Grant Recipient must obtain prior written consent from the Authority before:
- 20.1.1 borrowing or lending money from any source in connection with the Funding Agreement; or
 - 20.1.2 gifting any part of the Grant to any other person; or
 - 20.1.3 giving any guarantee, indemnities or letters of comfort that relate to the Funding Agreement or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Funding Agreement.

21 CHANGES TO THE AUTHORITY'S REQUIREMENTS

- 21.1 The Authority will notify the Grant Recipient of any changes to their activities, which are supported by the Grant.
- 21.2 The Grant Recipient will pro-actively seek to accommodate any changes to the Authority's needs and requirements under this Agreement.

22 CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

EVENTS OF DEFAULT

- 22.1 Either Party may exercise its rights to terminate this agreement if the other Party fails to comply with its obligations, in a manner which is material in the reasonable opinion of the other.
- 22.2 In addition, the Authority may exercise its rights if any of the following events occur:
- 22.2.1 the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
 - 22.2.2 the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities [and in particular, with meeting the Agreed Outputs set out in Annex 1 of this Agreement;
 - 22.2.3 the Grant Recipient fails to:
 - (i) submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 22.4.4 or paragraph **Error! Reference source not found.**; or
 - (ii) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
 - 22.2.4 the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner;
 - 22.2.5 the Grant Recipient provides the Authority with any materially misleading, inaccurate or incomplete information which the Authority considers to be significant;
 - 22.2.6 the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
 - (i) acted dishonestly or negligently at any time during the term of the Funding Agreement and to the detriment of the Authority; or
 - (ii) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
 - (iii) transferred, assigned or novated the Grant or any part of such Grant to any Third Party without the Authority's consent;

(iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;

22.2.7 the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

22.2.8 the Grant Recipient becomes bankrupt within the meaning of the Interpretation (Jersey) Law 1954 or insolvent or is otherwise unable to pay its debts as they fall due;

22.2.9 The Grant Recipient breaches the Supplier Code of Conduct and/or fails to report an actual or suspected breach of the Supplier Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph **Error! Reference source not found.**;

22.2.10 intends to make fundamental change(s) to the purpose for which the Grant was given.

22.3 Where, either Party determines that an Event of Default has or may have occurred, the Party shall notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with this Agreement or pertaining to the Event of Default.

Rights reserved for the Authority in relation to an Event of Default

22.4 Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall take any one or more of the following actions:

22.4.1 suspend or terminate the payment of some or all the Grant for such period as the Authority shall determine; and/or

22.4.2 reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or

22.4.3 require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt; and/or

22.4.4 give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraph 22.4;

22.4.5 terminate the Funding Agreement.

Opportunity for the Grant Recipient to remedy an Event of Default

22.5 Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 22.4.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.

22.6 The draft Remedial Action Plan shall set out:

22.6.1 full details of the Event of Default; and

22.6.2 the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.

22.7 As soon as reasonably practicable following receipt of the draft Remedial Action Plan, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.

22.8 The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have

rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.

- 22.9 If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 22.10 If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Funding Agreement.
- 22.11 The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 22.4.3 or 22.4.4 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

General Termination rights – Termination for Convenience

- 22.12 Notwithstanding the Authority's right to terminate the Funding Agreement as set out above, either Party may terminate the Funding Agreement at any time by giving written notice to the other Party at least 3 months or a timescale proportionate to the remaining Funding Period; whichever is the shorter.
- 22.13 If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Funding Agreement and approved by the Authority as being required to finalise the Funded Activities) shall be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.
- 22.14 If the Authority terminates the Funding Agreement in accordance with paragraph 22.12 the Authority may choose to pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by the Authority.
- 22.15 The Authority will not be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

23 EXIT PLAN

- 23.1 Where the Authority notifies the Grant Recipient in writing that it requires it to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient shall prepare the Exit Plan within three (3) months of [the Authority's request] and shall comply with the exit provisions set out in this Agreement.

24 DISPUTE RESOLUTION

- 24.1 The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Funding Agreement.

- 24.2 All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate the Funding Agreement) shall in the first instance be aired in a meeting of the Parties Representatives.
- 24.3 Either Party may call a meeting of the Parties by service of not less than 14 (fourteen) Working Days written notice on the other Party and each Party agrees to procure that at least two of its designated Representatives from its senior management team shall attend all meetings called in accordance with this clause 24.
- 24.4 If the dispute cannot be resolved between the Parties senior officers within a maximum of 14 (fourteen) insert days, then the matter will be escalated in accordance with this Agreement.

25 LIMITATION OF LIABILITY

- 25.1 The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Authority, its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Funding Agreement or its obligations to Third Parties.
- 25.2 The Authority's liability under this Funding Agreement is limited to the amount of Grant then in issue and outstanding.

26 CLAUSE NOT USED.

27 NOTICES

- 27.1 Any notice to be given in relation to this Agreement shall be in writing and may be given by being personally delivered, or sent by post to the address for the relevant Party as stated on page 1 of this Agreement or such other address as shall be notified in writing to the other Party in accordance with this clause, or given by email to the email address provided at page 2. In the case of personal delivery and email delivery, delivery shall be deemed to be the day of such delivery (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and in the case of post delivery shall be deemed to have been effected two Working Days after the date of posting.

28 GOVERNING LAW

28.1 This Agreement will be governed by and construed in accordance with the law of Jersey and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

SIGNED by:

[Redacted Signature]

Signature

Dr Tim du Feu
Head of Land Resource Management
Government of Jersey

[insert authorised signatory's name]

Title

for and on behalf of the *[insert name of Department]*

04 May 2023

Date

SIGNED by

[Redacted Signature]

Signature

[insert authorised signatory's name]

CONSOLE OF ST. SAUVEN

Title

for and on behalf of *[insert name of Recipient]*

27/4/2023

Date



ANNEX 1 –THE FUNDED ACTIVITIES

1. Background and purpose of the Grant

Background

On-island surveys throughout the COVID pandemic have shown that our countryside and ecology offer an important, and in many cases an untapped resource that is increasingly being used to positively contribute to wider Government targets of personal wellbeing and activity, increasing people’s resilience and their ability to cope with everyday pressures.

COVID has also brought people and communities together. It is important that we maintain and build on the positive aspects of the pandemic for our Island.

The project presents a real, and relatively low-cost opportunity, to positively impact on both on Islander’s lives and the countryside.

The fund can be used for the creation of new access paths as well as the rehabilitation, and bringing back into use, of former paths, for example historic *chemins*.

Funding

The funding allocated to the Countryside Access project as agreed by the Political Oversight Group (POG) under the COVID Health and Social Recovery Fund is £750k, over 2022 and 2023

2. Value of Grant

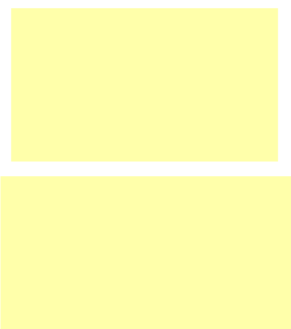
Project:

- | | |
|--|-------------|
| 1. 100% funding for the rejuvenation of Rue a la Dame path | £135,717.86 |
| 2. Partial funding for the rejuvenation of Les Varines – Val Aume path | £39,985.89 |

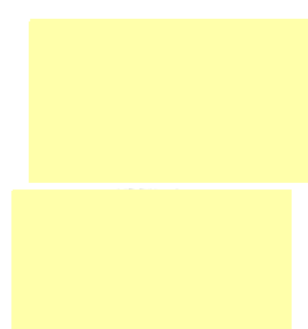
Total grant contribution: £175,703.75

3. Funded Activities

Rejuvenation of Rue a la Dame path:



Rejuvenation of Les Varines (Val Aume)



ANNEX 2 – [DEFINITIONS] NOT USED.

ANNEX 3 - DATA PROTECTION PROVISIONS

Agreed DPIA:



ANNEX 4 – EXIT

1. The following definitions shall apply in addition to the definitions contained in paragraph 1.1 of this Agreement (Definitions):

“Exit Plan” means the plan prepared and submitted by the Grant Recipient to the Authority to enable the smooth closure or transfer of the Funded Activities to the Authority or a successor of the Grant Recipient.

General

2. The Grant Recipient will prepare an Exit Plan within the first three months of a written request from the Authority.
3. Where the Authority intends to continue the operation of the Funded Activities in broadly the same way after expiry or termination of the Funding Agreement, either by performing them itself or by means of a successor, the Grant Recipient shall endeavour to ensure the smooth and orderly transition of the Funded Activities and shall co-operate with the Authority or the successor, as the case may be, in order to achieve such transition.
4. When such endeavours and co-operation are outside the scope of the Grant, promptly following any request, the Grant Recipient shall provide a written estimate of the reasonable costs associated with providing such assistance and an indication of whether the Grant Recipient has sufficient reserves to meet such costs. [Where the Grant Recipient will not have sufficient funds to meet such costs the Authority shall meet any such reasonable charges].
5. The Grant Recipient will comply with any reasonable request of the Authority for information relating to the performance and/or transfer of the Funded Activities or business of the Grant Recipient.

Exit Planning

6. The Grant Recipient will, in conjunction with the Authority, maintain, and as necessary update, the Exit Plan throughout the Funding Period so that it can be quickly implemented, if required. From time-to-time either the Authority or the Grant Recipient may instigate a review of the Exit Plan.
7. The Grant Recipient will co-operate with all reasonable requests made by either the Authority or a successor body relating to exit transition arrangements for the Funded Activities.]

Assistance

8. The Grant Recipient will use all reasonable endeavours to ensure that a transition of responsibility for the delivery of the Funded Activities or business of such Grant Recipient to a successor body or the Authority, as the case may be, minimises any detrimental effect on the delivery of the Funded Activities and the Authority will use all reasonable endeavours to co-operate in such transfer.

Documentation and Access

9. The Grant Recipient shall provide the Authority on request with information and documentation reasonably necessary to assist with the transfer of the Funded Activities to the Authority or to a successor body. This includes full details of:
 - a) the work programme, objectives/targets, and other services delivered by the Grant Recipient under this Funding Agreement;
 - b) any software, including Third Party software, and any hardware used in connection with the delivery of the Funded Activities;
 - c) any software and or other material contracts used by the Grant Recipient in connection with the delivery of the Funded Activities, including (nut not limited to) the agreements relating to any Third Party software supplier, identified by name of contracting counterparty, term of such arrangement, and charges payable under such agreement; and
 - d) any employees (if any) used by the Grant Recipient to help deliver the Funded Activities who are essential to this delivery;
10. All information provided shall be considered confidential and the confidentiality terms of the funding agreement shall apply to it save that the Authority may make the documentation available to suppliers who wish to bid for the provision of the activities.
11. The Grant Recipient shall respond expediently and in full to any reasonable questions by the Authority or the suppliers and shall co-operate with any reasonable due diligence activities carried out by either the Authority or its suppliers.

Transfer Support Activities

12. The Grant Recipient shall co-operate with all reasonable requests made by either the Authority or a successor relating to the Funded Activities transition arrangements. The Authority and the Grant Recipient shall from time to time discuss the implementation plan for the transition of the activities to either the Authority or a Successor body with a view to ensuring the same is and remains appropriate.

ANNEX 5 – DISPUTE RESOLUTION

In this schedule, the following expressions shall have the meanings set out below:

Dispute: any disagreement or conflict between the Authority and the Grant Recipient arising under the Agreement.

Dispute Resolution Timetable: means either the Expedited Dispute Timetable or the Standard Dispute Timetable, as the case may be.

Expedited Dispute Timetable: the reduced timetable for the resolution of Disputes set out in paragraph 1.8

Notice of Dispute: a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute.

Standard Dispute Timetable: the standard timetable for the resolution of Disputes set out in paragraph 1.8

Introduction

- 1.1 The Dispute Resolution Procedure shall start with the service of a Notice of Dispute.
- 1.2 The Notice of Dispute shall:
 - 1.2.1 set out the material particulars of the Dispute;
 - 1.2.2 set out the reasons why the Party serving the Notice of Dispute believes that the Dispute has arisen;
 - 1.2.3 elect the Dispute should be dealt with under the Standard Dispute Timetable or the Expedited Dispute Timetable; and
 - 1.2.4 if the Party serving the Notice of Dispute believes that the Dispute should be dealt with under the Expedited Dispute Timetable, explain the reason why.
- 1.3 Unless agreed otherwise in writing, the Grant Recipient shall continue to comply with their obligations under the Agreement regardless of the nature of the Dispute and notwithstanding the referral of any Dispute to the Dispute Resolution Procedure.
- 1.4 The time periods set out in the Dispute Resolution Timetable shall apply to all Disputes unless the Parties agree in writing that an alternative timetable should apply in respect of a specific Dispute.
- 1.5 The Parties may only agree to use the Expedited Dispute Timetable in exceptional circumstances where the use of the Standard Dispute Timetable would be unreasonable, including (by way of example) where a delay in resolving the Dispute would have a material impact on the delivery of an objective of the Grant. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within ten (10) Working Days of the issue of any Notice of Dispute, then the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.

- 1.6 If at any point it becomes clear that an applicable deadline set out in the Dispute Resolution Timetable cannot be met or has passed, the Parties may agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying start of the subsequent stages set out in the Dispute Resolution Timetable by the period agreed in the extension.
- 1.7 The Parties shall use all reasonable endeavours to settle any Dispute between them in good faith and in accordance with the procedures set out in this Schedule.
- 1.8 The Authority and the Grant Recipient will use their respective reasonable endeavours to resolve all Disputes as soon as possible, at the levels and within the timescales set out below ("**Escalation Process**"):

	Escalation Process	Standard dispute Timetable	Expedited Timetable	Dispute
1	[Representatives with day to day responsibility for arrangement] ; then	Within [] Working Days	Within [ten (10)] Days	Working
2	[Minister / Director General and Chair of Board]	Within [] Working Days Of escalation	Within [ten (10)] Days of escalation	Working
3	Mediation	Within [sixty (60)?] Working Days Of Row 2	Within [sixty (60)?] Days] of escalation	Working

- 1.9 If the Minister / Director General and Chair of the Board of the Grant Recipient fail to resolve a dispute to the mutual reasonable satisfaction of each of the parties and such dispute within 14 Working Days of it being escalated to them on the written request of either party, the parties shall refer the dispute shall be referred to mediation, unless (a) the Authority considers that the dispute is not suitable for resolution by mediation; or (b) the Contractor does not agree to mediation.
- 1.10 It is agreed that the expedited alternative dispute resolution procedure shall not last for more than a total period of 14 Working Days following (unless both parties agree otherwise in writing).
- 1.11 It is also agreed that the costs of the mediator shall be paid for by the parties on a 50/50 basis (unless the parties agree otherwise in writing).

- 1.12 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 1.12.1 a neutral adviser or mediator (the “Mediator”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to [the Centre for Effective Dispute Resolution (“CEDR”)] to appoint a Mediator.
 - 1.12.2 The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
 - 1.12.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
 - 1.12.4 If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
 - 1.12.5 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Agreement without the prior written consent of both Parties.
 - 1.12.6 If the Parties fail to reach agreement in the structured negotiations within 14 Working Days of the Mediator being appointed [on an expedited basis and within 14 Working Days on a standard basis], or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.