

[\[Insert job details \(gov.je\)\]](#)

**The Government of Jersey**

and

**[Insert ALO]**

**GRANT AGREEMENT**

[Insert start date] – [Insert end date]

[Insert contract reference number]



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**THIS GRANT AGREEMENT** is made on [insert date of signature] 20[•]

## **PARTIES**

- (1) **The Government of Jersey (acting through the [Chief Minister of Jersey] or [insert other applicable Minister])** or where the context requires any administration of the States of Jersey of 19-21 Broad Street, St Helier, Jersey JE2 3RR (the “**Authority**”); and
  - (2) **[Insert full name of ALO]**, a [company incorporated in Jersey with registered number [registered number] whose registered office is at [Address] (the “**Grant Recipient**”),
- each a “**Party**” and together the “**Parties**”.

## **RECITALS**

- (A) This Grant Agreement (“**Agreement**”) sets out a framework pursuant to which the Authority may provide the Grant Recipient with one or more grants.
- (B) It is anticipated that, during the term, the Grant Recipient will seek one or more annual grants and may also seek additional grants from time to time, on and subject to the terms of this Agreement, including the applicable grant schedules.
- (C) *[Authority to insert the relevant principles applicable to the funding provided to the ALO and provide a relevant narrative on the ALO’s alignment with the Authority’s Common Strategic Priorities]*

## **AGREEMENT**

### **1. DEFINITIONS AND INTERPRETATION**

- a) In this Agreement unless the context otherwise requires the following terms shall have the following meanings:
  - i) “**2018 Law**” means the Data Protection (Jersey) Law 2018;
  - ii) “**Additional Grant**” means the amount of any grant funding (other than an Annual Grant) identified in a Grant Schedule as being awarded by the Authority to the Grant Recipient at any time during the Term;
  - iii) “**Agreement**” means this Grant Agreement and the Grant Schedules;
  - iv) “**Amended Grant**” means a Grant in relation to which the terms have been amended in accordance with clause 6(b) or clause 6(c) or otherwise by written agreement of the Parties;
  - v) “**Annual Grant**” means the amount of any annual grant funding identified in a Grant Schedule as being awarded by the Authority to the Grant Recipient for a calendar year during the Term beginning on 1 January and ending on 31 December;
  - vi) “**Asset Owning Period**” means any period, as amended from time to time, for which the Parties may agree in writing that a Significant Asset should be considered as such;
  - vii) “**Board**” means the board of directors of the Grant Recipient from time to time;

- viii) **"Budget"** means, in the case of any Annual Grant, the Grant Recipient's budget for the calendar year to which such Annual Grant relates and, in the case of an Additional Grant, the Grant Recipient's budget for the Funded Activities to which the Additional Grant relates;
- ix) **"Business Plan"** means a business plan setting out, amongst other things, details of the amount of and justification for any Annual Grant for which the Grant Recipient is applying and the proposed Funded Activities applicable to such Annual Grant;
- x) **"Commencement Date"** means the signature date of this Agreement;
- xi) **"Comptroller and Auditor General"** means the office established by the States of Jersey under the Public Finances Law.
- xii) **"Confidential Information"** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party, and all personal data and special category data within the meaning of the 2018 Law;
- xiii) **"Controller"** has the meaning given in Article 1(1) of the 2018 Law;
- xiv) **"Current Calendar Year"** means the calendar year (commencing 1 January and ending 31 December) immediately preceding the calendar year to which a proposed new Annual Grant relates;
- xv) **"Deliverables"** means all deliverables and other materials produced by the Grant Recipient and/or its Representatives in relation to the Funded Activities (including materials expressed in any form of report, database, design, document, technology, information, know how, system or process);
- xvi) **"Disposal"** has the meaning given in clause 20(b);
- xvii) **"Dispute Resolution Procedure"** means the dispute resolution procedure set out in Schedule 3, including the infographics appended thereto;
- xviii) **"Encumbrance"** means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement;
- xix) **"Event of Default"** means any of the events or circumstances described in clause 22(a)(i) or clause 22(a)(ii);
- xx) **"Expiry Date"** means the end date, as per the cover page of the Agreement;
- xxi) **"FOIL"** means the Freedom of Information (Jersey) Law 2011 together with any guidance and/or codes of practice issued by Jersey's Information Commissioner in relation to such legislation;
- xxii) **"Force Majeure"** means any event or occurrence which is outside the reasonable control of the Party concerned, and which is not attributable to any act or failure to take preventative action by the Party concerned, including any governmental

regulations which have been or will be introduced, fire, flood or any disaster but excluding any industrial action by that Party's officers, employees or sub-contractors;

- xxiii) **"Funded Activities"** means the activities of the Grant Recipient identified in a Grant Schedule as being funded wholly or partly by a Grant;
- xxiv) **"Funding Period"** in relation to an Annual Grant means the calendar year to which the Annual Grant relates as stated in the applicable Grant Schedule, and in relation to an Additional Grant means the period during which the relevant Funded Activities are to be performed as stated in the applicable Grant Schedule;
- xxv) **"Government Participant"** means any person duly nominated by the Chief Officer of the department administering the Grant or the Minister with responsibility for such department;
- xxvi) **"Grant"** means an Annual Grant or an Additional Grant (including any Amended Grant);
- xxvii) **"Grant Schedule"** means any schedule to this Agreement (substantially in the form set out in Schedule 1) which is signed by or on behalf of both Parties from time to time agreeing the particulars relating to a Grant (including the type of Grant, the amount of the Grant, the Funded Activities and Funding Period applicable to the Grant, the Payment Date(s) and any additional terms which may apply to the Grant);
- xxviii) **"Information"** has the meaning given under Article 1 of the FOIL;
- xxix) **"Intellectual Property Rights"** means patents, inventions, trade marks, service marks, logos, design rights, applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the Channel Islands or the United Kingdom) and the right to sue for passing off;
- xxx) **"Joint Controller"** has the meaning given in Article 7(1) of the 2018 Law;
- xxxi) **"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;
- xxxii) **"Malicious Software"** means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
- xxxiii) **"Payment Date"** means a date on which a Grant or an instalment of a Grant is to be paid by the Authority to the Grant Recipient as set out in the applicable Grant Schedule;
- xxxiv) **"Personal Data"** has the meaning given in Article 2(1) of the 2018 Law;
- xxxv) **"Privacy and Data Protection Requirements"** means all applicable laws and regulations relating to the processing of personal data and privacy in any relevant

jurisdiction, including to the extent relevant the 2018 Law, the General Data Protection Regulation (EU) 2016/679, the Regulation of Investigatory Powers (Jersey) Law 2005, the Electronic Communications (Jersey) Law 2000, 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;

- xxxvi) **“Process”** shall be interpreted in accordance with the definition of **“processing”** in Article 1(1) of the 2018 Law;
  - xxxvii) **“Project Plan”** means a project plan setting out, amongst other things, details of the amount of and justification for any Additional Grant for which the Grant Recipient is applying and the proposed Funded Activities applicable to such Additional Grant;
  - xxxviii) **“Proposed Change”** has the meaning given in clause 6(a);
  - xxxix) **“Public Finances Law”** means the Public Finances (Jersey) Law 2019;
  - xl) **“Public Finances Manual”** means the manual issued by the Minister for Treasury and Resources to supplement and ensure compliance with the Public Finances Law;
  - xli) **“Remedial Action Plan”** means a plan of the actions and timescales proposed for remedying an Event of Default pursuant to the process set out in clause 23;
  - xlii) **“Representatives”** in relation to a Party means its duly authorised directors, employees, officers, agents, professional advisors and consultants;
  - xliii) **“Request for Information”** has the meaning given under Article 2 of the FOIL;
  - xliv) **“Significant Asset”** means any asset of the Grant Recipient which has been purchased or improved using all or any part of a Grant or all or any part of a grant previously provided to the Grant Recipient by the Authority or any other part of the States of Jersey, and which the Parties may agree in writing from time to time is significant in the context of the Grant Recipient’s assets taken as a whole;
  - xlv) **“Term”** means the term of this Agreement determined in accordance with clause 2;
  - xlvi) **“Unspent Grant Amount”** means the aggregate amount of any Grant(s) which have been paid to the Grant Recipient but which remains unspent or contractually uncommitted at the end of the relevant Funding Period and/or on the expiry or termination of this Agreement as the case may be; and
  - xlvii) **“Working Day”** means a day (other than a Saturday or Sunday) on which banks are open for domestic business in Jersey.
- b) In this Agreement, unless the context otherwise requires:
- i) where appropriate, the singular includes the plural and vice versa. Words importing one gender include all other genders;
  - ii) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

- iii) the headings are included in this Agreement for convenience only and will not affect its interpretation;
- iv) references to a "Recital", "clause" or "Schedule" are to a recital, clause or schedule of or to this Agreement;
- v) references to this Agreement or any other agreement, instrument or document shall be construed as references to this Agreement or such other agreement, instrument or document in force for the time being and as amended, varied, supplemented, replaced, restated or novated from time to time;
- vi) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;
- vii) the Schedules and the Grant Schedule(s) form part of this Agreement and shall have the same force and effect as if they were expressly set out in the body of this Agreement;
- viii) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation"; and
- ix) any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

## **2. TERM**

- a) This Agreement shall take effect on the Commencement Date and shall terminate automatically on the Expiry Date unless it is terminated earlier in accordance with its terms or lawfully extended.
- b) Unless otherwise agreed in writing, the terms of this Agreement shall apply to any Grant provided by the Authority to the Grant Recipient during any extended period of the Term.

## **3. ANNUAL GRANT APPLICATIONS**

- a) The procedure for applying for and awarding Annual Grants is as follows:
  - i) by the last Working Day of May in the Current Calendar Year, the Grant Recipient shall submit in writing to the Authority:
    - a. a substantially final form (but not necessarily Board approved) Business Plan and Budget;
    - b. details of the way in which any Annual Grant and/or any Additional Grant received by the Grant Recipient in the Current Calendar Year has been or will be used;
    - c. details of any anticipated Unspent Grant Amount; and
    - d. such other information and documentation relating to the proposed Annual Grant as the Authority may reasonably require for initial consideration and comment by the Authority;



- ii) by the end of the fifth Working Day after its receipt of the information and documentation referred to in clause 3(a)(i), the Authority shall review and provide any initial comments and questions it may have on the same to the Grant Recipient which the Grant Recipient must address within a reasonable time frame;
- iii) subject to the Grant Recipient having complied with its obligations under clause 3(a)(i), by [20 December] in the Current Calendar Year, the Authority shall:
  - a. notify the Grant Recipient whether the Grant Recipient has been awarded any Annual Grant in response to its application (the “**Authority’s Decision**”); and
  - b. if the Grant Recipient has been awarded any Annual Grant, provide the Grant Recipient with the Grant Schedule reflecting the Authority’s Decision and the terms applicable to it for the Grant Recipient’s signature.
- b) For the avoidance of doubt, where clause 3(a)(iii)(b) applies, the Grant Schedule may, amongst other things, provide that:
  - i) an Annual Grant is more or less than the amount for which the Grant Recipient applied;
  - ii) the Funded Activities, Payment Date(s) and/or any other terms proposed by the Grant Recipient in relation to an Annual Grant are amended in line with the Authority’s requirements;
  - iii) if there has been an Event of Default, an Annual Grant is conditional upon a Remedial Action Plan being agreed between the Parties in accordance with clause 23 by a date to be specified by the Authority, acting reasonably; and/or
  - iv) subject to clause 8, the Grant Recipient shall repay some or all of any Unspent Grant Amount and the date for repayment.
- c) During the course of the procedure set out in clause 3(a), the Grant Recipient may make representations to the Authority regarding the Authority’s Decision and the terms applicable to it; provided however, that the Authority shall not be required to take any such representations into account and (subject always to clause 3(d)) the Authority’s Decision will be final and at the Authority’s sole and absolute discretion (and accordingly will not be subject to the Dispute Resolution Procedure).
- d) The Parties acknowledge and agree that to an extent a grant is a form of conditional contribution used by the Authority to fund certain activities and that the use of public funds for the payment of Grants by the Authority may be subject to material changes in circumstances relating, amongst other things, to:
  - i) the Public Finances Manual and the Public Finances Law; and/or
  - ii) the policies and priorities adopted by the States of Jersey from time to time relating to the way in which the grant funding regime must be conducted and/or the overall level of funds which will be made available pursuant to such regime (including any material reduction in the overall level of grant funding which is expected to detrimentally impact all or substantially all grants to arms’ length organisations).

Accordingly, whilst it is not anticipated that, except as expressly provided in this Agreement, any Grant shall be delayed, reduced, withdrawn, withheld or suspended during the Term, it is understood and agreed that, notwithstanding any other provision of this Agreement, the Authority shall have the right to delay, reduce, withdraw, withhold or suspend any Grant or any part of a Grant without liability to the Grant Recipient if the Authority determines, in its sole and absolute discretion, that any such change of circumstances has occurred. If the Authority determines that such is the case, it shall inform the Grant Recipient in writing within 14 Working Days giving its reasoning and the Parties shall work together and use their reasonable endeavours to minimise the extent of any resultant disruption which might be caused to the Grant Recipient.

#### **4. ADDITIONAL GRANT APPLICATIONS**

Clause 3 (including clause 3(d)) shall apply to the procedure for applying for and awarding Additional Grants save that, insofar as clause 3 so applies to Additional Grants:

- i) at the beginning of clause 3(a)(i), the words:

*“by the last Working Day of May in the Current Calendar Year, ...”*

shall be replaced with the words:

*“at any time during the Term, ...;”*

- ii) in the first sentence of clause 3(a)(iii), the words:

*“...by [20 December] in the Current Calendar Year, ...”*

shall be replaced with:

*“by the end of the tenth Working Day after its receipt of the information and documentation referred to in clause 3(a)(i) ...”; and*

- iii) all references in clause 3 to a *“Business Plan”* shall be replaced with references to a *“Project Plan”*.

#### **5. USE OF GRANTS**

Save as expressly provided in clause 6, the Grant Recipient shall:

- i) use a Grant solely and exclusively for the delivery of that Grant’s Funded Activities;
- ii) not make any changes to the scope, nature and/or extent of any Funded Activities.

#### **6. PROPOSED CHANGES TO EXISTING GRANTS**

- a) Subject to clause 6(b), if at any time the Grant Recipient wishes to:

- i) use all or any part an existing Grant other than solely and exclusively for the delivery of that Grant’s Funded Activities;
- ii) change the scope, nature and/or extent of any Funded Activities;
- iii) change the amount of an existing Grant; and/or

iv) change any other terms of a Grant Schedule,  
(in any such case, a “**Proposed Change**”), it shall notify the Authority of the same in writing.

b) If:

- i) a Grant Schedule states that a specific amount of a Grant shall be allocated to an individual Funded Activity;
- ii) the Grant Schedule does not state that this allocation cannot be changed except by following the procedure in clause 6(c); and
- iii) the Grant Recipient, following written consent by the Authority, justifies to the satisfaction of the Authority (acting reasonably) the Grant Recipient’s reason for reallocating up to [10%] of such specific amount to a different individual Funded Activity during the same Funding Period,

such reallocation shall, provided that it does not affect the overall value of a Grant, be permitted and shall not constitute a Proposed Change for the purposes of this clause 6.

- c) Subject always to clause 6(b), a Proposed Change will only be accepted if the Parties enter into an amended and restated Grant Schedule reflecting the Proposed Change and any other amendments consequential thereto, whereupon the Grant shall be an Amended Grant on the terms of the amended and restated Grant Schedule.
- d) This clause 6 is without prejudice to clause 3(d).

## **7. PAYMENT OF GRANTS**

- a) Subject to clauses 3(d), 8(h), 15(c)(ii) and 22(c), the remainder of this clause 7 and the terms of any applicable Grant Schedule, the Authority shall pay Grants to the Grant Recipient by the applicable Payment Date(s).
- b) If the payment of all or any part of a Grant is conditional on the Grant Recipient first having undertaken or performed a specific step or element of a Funded Activity, or the achievement of a specific milestone, the Authority may, in its sole and absolute discretion, delay such payment until the Authority is reasonably satisfied that the relevant step, element or milestone (as the case may be) has been achieved. The Authority may exercise its discretion to make a payment in any event where it has received sufficient reasons (in writing) as to why any such step, element or milestone has not been achieved.
- c) The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it due to an administrative error or otherwise, including where the Grant Recipient is paid in error before it has complied with its obligations under this Agreement. Any sum which falls due under this clause 7(c), 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.
- d) Where the Grant Recipient enters into a contract with a third party in connection with the Funded Activities, the Grant Recipient shall be solely responsible for paying the third party and the Authority shall have no obligation or liability whatsoever to pay any third party invoices.
- e) Onward payment of a Grant and/or the use of sub-contractors by the Grant Recipient shall not relieve the Grant Recipient of any of its obligations under this Agreement.

## 8. UNSPENT GRANT AMOUNTS

- a) For the purposes of this clause 8, where it is not clear whether expenditure or contractual commitments are expended or contractually committed against a Grant or other income, the monies comprising a Grant shall be considered to be expended or contractually committed before such other income.
- b) The Authority recognises that:
  - i) there may be circumstances in which it is economically appropriate, efficient and prudent for the Grant Recipient to retain some level of reserves for a period of time beyond the Funding Period; and
  - ii) the Board is responsible for determining the level of reserves which it considers appropriate for the Grant Recipient to retain.
- c) The Grant Recipient recognises that:
  - i) the Authority has a duty to ensure public resources and funds are used economically, efficiently and effectively;
  - ii) when considering the extent of any Grant to be provided to the Grant Recipient the level of reserves which the Grant Recipient retains can impact upon the sum of any future Grant to be provided to it; and
  - iii) it is important for it to be able to explain the reasons for which it holds any reserves and the extent to which these are expected to be expended in the short term (next quarter), medium or longer term.
- d) If at any time during the Term the Grant Recipient wishes to carry forward any anticipated Unspent Grant Amount beyond its Funding Period, it shall no later than 2 months before the end of the relevant Funding Period, request (whether by means of an Annual Grant application or otherwise) the prior written consent of the Authority to do so and notify the Authority in writing of:
  - i) the estimated Unspent Grant Amount it wishes to carry forward;
  - ii) the level of reserves (if any) it already holds;
  - iii) its reasons for retaining any such Unspent Grant Amount;
  - iv) when it is anticipated that the Unspent Grant Amount will be spent or contractually committed;
  - v) the use to which the Unspent Grant Amount will be put; and
  - vi) where applicable, why no other sums are or will be available to fund such use.
- e) Following compliance by the Grant Recipient with clause 8(d), the Authority shall:
  - i) consider the Grant Recipient's request in good faith, bearing in mind:
    - a. its obligations reflected in clause 8(c);

- b. the factors set out in clause 8(b); and
  - c. whether the Authority is of the opinion, acting reasonably, that the Grant Recipient has on one or more previous occasions failed to calculate accurately and/or appropriately declare any Unspent Grant Amount, or adequately explain the use to which any Unspent Grant Amount has been put, when required to do so by the Authority;
- ii) notify the Grant Recipient in writing if it requires any more information or documentation in order to be able to consider the request; and
  - iii) following receipt of any such additional information and documentation, notify the Grant Recipient in writing (whether as part of a Grant Schedule or otherwise) whether it agrees to such request.
- f) The Grant Recipient shall only be entitled to retain any Unspent Grant Amount beyond its Funding Period with the prior written consent of the Authority given in its sole and absolute discretion in accordance with this clause 8.
  - g) Any Unspent Grant Amount which the Authority has not agreed may be retained pursuant to this clause 8 shall be repaid to the Authority no later than 28 Working Days after the end of the relevant Funding Period.
  - h) Without prejudice to the Authority's other rights and remedies, the Authority may reduce, withhold or suspend all or any subsequent Grant or instalment thereof which may otherwise be due to the Grant Recipient by the amount of any Unspent Grant Amount which is due to be repaid to the Authority pursuant to clause 8(g) and which has not been repaid.

## **9. GRANT RECIPIENT'S WARRANTIES**

The Grant Recipient warrants, represents and undertakes to the Authority that:

- i) it has full power, capacity and authority to enter into this Agreement and perform the Funded Activities;
- ii) it has obtained all necessary approvals, licences and consents to enable it to enter into this Agreement and perform the Funded Activities, and all such approvals, licences and consents are (and will continue throughout the Term to be) in full force and effect;
- iii) the execution of this Agreement does not and will not contravene or conflict with its governing and/or constitutional documents or any legal obligations to which it is subject;
- iv) it shall perform the Funded Activities and its other business activities in accordance with all applicable laws and with all reasonable skill, care and diligence expected of a competent professional organisation providing similar services to it;
- v) it has and will throughout the Term maintain adequate insurances in respect of the Funded Activities in accordance with clause 20;
- vi) it shall ensure that value for money has been obtained in the procurement of goods and/or services funded by a Grant; and

- vii) it shall not enter into a third-party loan arrangement without the prior written consent of the Authority, such consent not to be unreasonably withheld or denied provided that the financing party confirms that the Authority is independent from the Grant Recipient and is not responsible for any default or failure by the Grant Recipient to repay the loan.

## **10. PERFORMANCE REVIEW**

- a) The Grant Recipient shall closely monitor the delivery and success of the Funded Activities throughout the Term to ensure that the aims and objectives of the Funded Activities are achieved.
- b) The Authority shall be entitled to review the use of each Grant and the Grant Recipient's performance of the Funded Activities:
  - i) on an annual basis upon receipt of the documentation set out in clause 11(b);
  - ii) at such times as may be provided in any Grant Schedule; and
  - iii) otherwise at such times either before or after the expiration or termination of this Agreement as the Authority may reasonably require,

and the Grant Recipient shall provide the Authority with all reasonable assistance and co-operation as the Authority may require from time to time (including providing any information, explanations and documents as the Authority may require) for the purpose of any such review.

- c) The Grant Recipient shall notify the Authority as soon as reasonably practicable after becoming aware of any actual or potential breach of this Agreement by the Grant Recipient, whether caused by administrative, financial and/or managerial difficulties or otherwise.

## **11. MEETINGS**

- a) The Authority shall liaise with the Grant Recipient to schedule, on reasonable notice, at least quarterly meetings between the Parties to be attended, at least bi-annually, by the chief executive officer of the Grant Recipient and by a Government Participant and at other times by at least one director of the Grant Recipient and by a Government Participant of the Authority.
- b) At least 30 Working Days before each scheduled quarterly meeting, the Grant Recipient shall prepare and circulate the following documentation to the Authority in relation to each then current Grant(s):
  - i) a management account or statement of expenditure detailing how much of the Grant(s) received by the Grant Recipient has been spent;
  - ii) performance reports including a summary of the Funded Activity undertaken, outputs against agreed objectives, and up-to-date confirmation on key performance indicators and service level agreements where agreed upon;
  - iii) an up-to-date copy of the Grant Recipient's risk register;
  - iv) a copy of the Grant Recipient's business continuity plan reflecting any changes (at least annually);

- v) minutes of any Board meetings held in the relevant quarter;
  - vi) notification of any breaches of internal controls or compliance with relevant laws and regulations unless the matters concerned are clearly immaterial; and
  - vii) any other relevant information required to enable the Authority to fulfil its responsibility to ensure effective oversight of the use of public funds.
- c) The Grant Recipient shall notify the Authority of any Board meeting it is to hold and the matters to be considered at such meeting, and shall if the Authority so requests permit a Government Participant to attend and participate in such meeting on a non-voting basis.

## **12. AUDITING AND ASSURANCE**

- a) Within 6 months after the end of each financial year of the Grant Recipient (or such other date as the Authority may otherwise agree in writing) the Grant Recipient shall prepare and deliver to the Authority:
- i) the Grant Recipient's annual audited accounts, including the directors' and auditors' reports thereon, in accordance with the Comptroller and Auditor General Annual Reporting Good Practice Guide;
  - ii) copies of all correspondence between the Grant Recipient and its auditors (including any ISA 260 correspondence and any management responses thereto, if applicable); and
  - iii) such other accounts and related documentation as may be requested by the Authority.
- b) For the purpose of the examination and certification of the Authority's accounts, the Comptroller and Auditor General and the Authority and its auditors may:
- i) examine such documents as are in the Grant Recipient's possession or under its control as may reasonably be required to enable them to verify the use of the Grant(s); and
  - ii) require the Grant Recipient to produce such oral or written explanation as they consider reasonably necessary in relation to the same.
- c) For the period of 10 years after the expiration or termination of this Agreement or for such other period as may be agreed between the Parties, the Grant Recipient shall:
- i) not commit an offence under Article 47, Article 48 or Article 49 of the Public Finances Law;
  - ii) keep and maintain full, complete and accurate records of the use of the Grant(s) and the performance of the Funded Activities and all payments made by the Authority under this Agreement;
  - iii) on request afford the Authority or the Authority's representatives such access to such records as may be required by the Authority in connection with this Agreement; and

- iv) co-operate fully with the Authority or the Authority's representatives in respect of any reasonable requests relating to such records and respond in a timely manner to any questions raised.

### 13. CYBER ESSENTIALS

- a) 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 Grant Recipient's compliance where appropriate with Cyber Essentials/Cyber Essentials Plus/Information Security System model or alternative accreditation such as ISO 27001 (for which links, as at the date of this Agreement are provided in Schedule 2).
- b) If requested to do so by the Authority at any time, the Grant Recipient shall within 15 Working Days develop (and obtain the Authority's written approval of) a security management plan and an information security management system. After the Authority has approved the security management plan and information security management system, they will apply during the Term. Both plans will comply with the Authority's Information Security Policy, as provided in Schedule 2, and protect all aspects and processes associated with the delivery of the Funded Activities.
- c) The Grant Recipient shall 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.
- d) If Malicious Software causes loss of operational efficiency or loss or corruption of data, the Grant Recipient will mitigate, and where requested assist the Authority to mitigate, any Losses and restore the Funded Activities to full operating efficiency as soon as possible.
- e) Responsibility for costs will be at the:
  - i) Grant Recipient's expense if the Malicious Software originates from the Grant Recipient's software or any data while the data was under the control of the Grant Recipient; or
  - ii) Authority's expense if the Malicious Software originates from the Authority's software or any data while the data was under the control of the Authority.

### 14. PREVENTION OF FINANCIAL IRREGULARITY

- a) The Grant Recipient shall implement and maintain a sound administration and audit process, including internal financial controls to safeguard against bribery, fraud, theft, money laundering, counter terrorist financing and any other impropriety, irregularity or mismanagement in connection with the use and/or administration of the Grant and/or the performance of the Funded Activities (in any such case, "**Financial Irregularity**").
- b) The Grant Recipient shall:
  - i) give notice of any Financial Irregularity (whether proven or suspected) to the Authority as soon as it is identified;
  - ii) provide the Authority with full details of all actions being taken to investigate the Financial Irregularity; and
  - iii) keep the Authority fully informed about the progress of any such investigation.



- c) Without prejudice to any other rights or remedies the Authority may have under this Agreement or otherwise, following receipt of any notice given pursuant to clause 15(b)(i), the Authority shall be entitled, in its sole and absolute discretion, to:
  - i) direct the actions to be taken by the Grant Recipient in relation to the Financial Irregularity (and the Grant Recipient shall take such actions); and/or
  - ii) withdraw or suspend any future payment(s) of the Grant(s) or any instalments thereof that would otherwise have been payable to the Grant Recipient for such period as the Authority may determine.
- d) The Grant Recipient shall, at its own cost, provide all assistance, information, documentation, statements and evidence to the Authority and/or any other appropriate organisation as may be required as part of any investigation, sanctions or proceedings in relation to any Financial Irregularity (whether proven or suspected).

## **15. CONFIDENTIALITY**

- a) Each Party shall:
  - i) treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
  - ii) not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Agreement and/or the Funded Activities or except where disclosure is otherwise expressly permitted by the provisions of this Agreement.
- b) The Grant Recipient shall ensure that all Confidential Information obtained from the Authority under or in connection with this Agreement:
  - i) is given only to such of its Representatives as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement; and
  - ii) is treated as confidential and not disclosed or used by any of its Representatives other than for the purposes of this Agreement.
- c) Where it is considered necessary in the opinion of the Authority, the Grant Recipient shall ensure that its Representatives sign a confidentiality undertaking before commencing work in connection with the Funded Activities. In any event, the Grant Recipient shall ensure that its Representatives are aware of the Grant Recipient's confidentiality obligations under this Agreement.
- d) The Grant Recipient shall not use any Confidential Information it receives from the Authority other than for the purposes of this Agreement.
- e) The provisions of this clause 16 shall not apply to any Confidential Information received by one Party from the other:
  - i) which is or becomes public knowledge (otherwise than by breach of this clause 16);
  - ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

- iii) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
  - iv) which is independently developed without access to the Confidential Information; or
  - v) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIL.
- f) Nothing in this clause 16 shall prevent the Authority from:
- i) disclosing any Confidential Information for the purpose of:
    - a. the examination and certification of the Authority's accounts; or
    - b. any examination pursuant to the Public Finances Law of the economy, efficiency and effectiveness with which the Authority has used its resources; or
  - ii) disclosing any Confidential Information obtained from the Grant Recipient to:
    - a. any Government of Jersey department or any administration of the Government or States of Jersey. All Government of Jersey departments and any administration of the Government or States of Jersey receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Government of Jersey departments and any administration of the Government or States of Jersey on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Government of Jersey department or any administration of the Government or States of Jersey; or
    - b. any person engaged in providing any services to the Authority for any purpose relating to or ancillary to this Agreement; or

provided that in disclosing information under clause 16(f)(i) or 16(f)(ii) the Authority discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

## **16. FREEDOM OF INFORMATION**

- a) The Authority acknowledges that the Grant Recipient is not subject to the requirements of the FOIL.
- b) The Grant Recipient acknowledges that the Authority is subject to the requirements of the FOIL and shall assist and cooperate with the Authority (at the Grant Recipient's expense) to enable the Authority to comply with Information disclosure requirements (if necessary).
- c) The Grant Recipient shall and shall procure that its Representatives shall:
  - i) transfer any Request for Information to the Authority as soon as practicable after receipt and in any event within 2 Working Days of receipt;

- ii) provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority requesting that Information; and
  - iii) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to a Request for Information within the time for compliance set out in Article 13 of the FOIL or any subordinate legislation made under the FOIL.
- d) The Authority shall be responsible for determining at its sole and absolute discretion whether any Confidential Information and/or any other information:
- i) is exempt from disclosure in accordance with the provisions of the FOIL; or
  - ii) is to be disclosed in response to a Request for Information,
- and in no event shall the Grant Recipient respond directly to a Request for Information unless expressly authorised to do so by the Authority.
- e) The Grant Recipient acknowledges that the Authority may, acting in accordance with the FOIL, be obliged under the FOIL to disclose Information:
- i) without consulting with the Grant Recipient; or
  - ii) following consultation with the Grant Recipient and having taken its views into account.
- f) The Grant Recipient shall ensure that all Information produced in relation to this Agreement is retained for disclosure for the Term or as otherwise agreed and shall permit the Authority to inspect such records (including audit records of disposed information) as requested from time to time.

## **17. DATA PROTECTION**

- a) The Grant Recipient shall be registered as a Controller and shall comply at all times with its obligations under the Privacy and Data Protection Requirements.
- b) To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of this Agreement, the Parties acknowledge and agree that they:
  - i) are each a separate independent Controller in respect of such Personal Data;
  - ii) are each individually and separately responsible for their own compliance with the Privacy and Data Protection Requirements; and
  - iii) do not and will not Process any Personal Data as Joint Controllers.
- c) Each Party shall, with respect to its processing of Personal Data as an independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk which, at a minimum, comply with the requirements of the Privacy and Data Protection Requirements.
- d) The Parties shall negotiate in good faith and use their reasonable endeavours to agree a data sharing agreement to formalise the sharing of Personal Data between them.

## **18. INTELLECTUAL PROPERTY RIGHTS**

- a) Other than as expressly set out in this Agreement, neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- b) The Intellectual Property Rights in and to the Deliverables shall vest in the Grant Recipient.
- c) The Grant Recipient grants to the Authority a worldwide, non-exclusive, irrevocable, royalty-free licence, with power to sub-licence, to use the Deliverables for the Authority's own purposes and for the purpose of supporting other projects with which the Authority may be involved from time to time.

## **19. DISPOSAL OF SIGNIFICANT ASSETS**

- a) The Grant Recipient shall ensure that any and all Significant Assets are maintained in good condition throughout the Asset Owning Period.
- b) The Grant Recipient shall not, at any time during the Asset Owning Period, transfer, sell, lease, dispose of, create any Encumbrance over or otherwise alienate in any way all or any part of the legal and/or beneficial title in and to the Significant Assets (in any such case, a "**Disposal**") without the prior written consent of the Authority (not to be unreasonably withheld or delayed).
- c) Any consent to a Disposal provided by the Authority pursuant to clause 20(b) may be subject to such conditions as the Authority may, in its sole and absolute discretion, determine.
- d) Without prejudice to the generality of clause 20(c), the Authority may at any time in its sole and absolute discretion:
  - i) require the Grant Recipient to pay the proceeds of a Disposal (or, in the case of the enforcement of any Encumbrance, any amount it receives as a result of such enforcement) to the Authority up to the value of any Grant and/or other grant previously provided to it by the Authority or any other part of the States of Jersey that was used to fund the purchase or improvement of the Significant Asset to which the Disposal relates; or
  - ii) allow the Grant Recipient to keep all or part of the proceeds of a Disposal (or, in the case of the enforcement of any Encumbrance, any amount it receives as a result of such enforcement) if the Authority is satisfied that such proceeds are to be applied directly towards:
    - a. the purchase by the Grant Recipient of assets that are equivalent to or a replacement for the Significant Asset to which the Disposal relates; or
    - b. funding such other element(s) of the Funded Activities as the Authority may approve.

## **20. INSURANCE**

- a) The Grant Recipient shall effect and maintain with a reputable insurance company authorised under the Insurance Business (Jersey) law 1996, a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the

Grant Recipient arising out of or in connection with the Funded Activities and its other business and assets, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Grant Recipient. Such insurance shall be maintained for a minimum of 6 years following the expiration or termination of this Agreement.

- b) Without prejudice to the generality of clause 21(a), the Grant Recipient shall effect and maintain (and shall procure that its sub-contractors shall effect and maintain), as a minimum, appropriate:
  - i) public liability insurance of at least £10,000,000 and professional indemnity insurance of at least £10,000,000 for any occurrences arising out of each and every event in the performance of the Funded Activities; and
  - ii) employer's liability insurance of at least £10,000,000 or in accordance with any legal requirement for the time being in force.
- c) The Grant Recipient shall produce to the Authority on request copies of all insurance policies referred to in this clause 21 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- d) The terms of any insurance or the amount of cover shall not relieve the Grant Recipient of any liabilities under this Agreement. Subject to compliance by the Grant Recipient with clause 21(b), it shall be the responsibility of the Grant Recipient to determine the amount of insurance cover that will be adequate to enable the Grant Recipient to satisfy any liability hereunder.

## **21. EVENTS OF DEFAULT**

- a) Each of the following events is an Event of Default for the purposes of this Agreement:
  - i) where, save as permitted pursuant to this Agreement (including under clause 3(d)), the Authority fails to pay a Grant or any instalment of a Grant to the Grant Recipient on its Payment Date;
  - ii) where the Grant Recipient:
    - a. is in material breach of any of its obligations under this Agreement;
    - b. fails, in the Authority's opinion, to make satisfactory progress with any one or more of the Funded Activities or does not meet any agreed outputs set out in a Grant Schedule;
    - c. provides the Authority with any materially misleading, inaccurate or incomplete documentation, explanation or information;
    - d. or any of its Representatives acts in a way which is dishonest, which brings or is likely to bring the Authority into disrepute or which is otherwise detrimental or likely to be detrimental to the Authority;
    - e. undergoes a change of control, within the meaning of section Article 3A of the Income Tax (Jersey) Law 1961;

- f. ceases to perform the Funded Activities or otherwise carry on business;
  - g. becomes bankrupt within the meaning of the Interpretation (Jersey) Law, 1954, makes or seeks to make any composition or arrangement with its creditors (other than for the purposes of a solvent reconstruction or amalgamation), stops, suspends or threatens to stop or suspend payment of all or any part of its debts, becomes subject to winding up, dissolution, administration, receivership, administrative receivership, sequestration or other legal process as regards some or all of its assets, or any similar or analogous event occurs in any relevant jurisdiction; or
  - h. any resolution, application, petition, filing or notice is passed, made or given, or any other action is taken, which will or is reasonably likely to result in any of the events referred to in clause 21(a)(ii)(g) occurring.
- b) Without prejudice to any other rights or remedies available to the Grant Recipient, if an Event of Default occurs pursuant to clause 21(a)(i):
- i) the Grant Recipient may give written notice to the Authority to that effect setting out the details of the Event of Default and giving the Authority a reasonable time (not being less than 60 Working Days) within which to remedy the default; and
  - ii) if the Authority does not remedy the default within the time permitted by the Grant Recipient pursuant to clause 21(b)(i), the Grant Recipient may terminate this Agreement by notice in writing to the Authority.
- c) Without prejudice to any other rights or remedies available to the Authority, if an Event of Default occurs pursuant to clause 21(a)(ii), the Authority may in its sole and absolute discretion do any one or more of the following and give written notice to the Grant Recipient accordingly:
- i) withdraw or suspend any future payment(s) of the Grant(s) or any instalments thereof that would otherwise have been payable to the Grant Recipient for such period as the Authority may determine;
  - ii) reduce the amount of any Grant(s) which would otherwise have been payable to reflect the effect of the Event of Default;
  - iii) where the Grant Recipient is not solely funded by Grants, require the Grant Recipient to repay the Authority the whole or any part of any Grant(s) previously paid to the Grant Recipient from non-Grant funded sums (which shall be recoverable as a civil debt);
  - iv) give the Grant Recipient an opportunity to remedy the default (if remediable) in accordance with the Remedial Action Plan procedure set out in clause 23; and/or
  - v) terminate this Agreement,

provided always that where clause 21(c)(iv) applies and a Remedial Action Plan is agreed between the Parties in accordance with clause 22, the Authority shall not exercise its right to terminate this Agreement unless the Grant Recipient fails to rectify the default to the satisfaction of the Authority (acting reasonably) in accordance with the agreed Remedial Action Plan.

## **22. REMEDIAL ACTION PLAN**

- a) If the Grant Recipient is provided with an opportunity to remedy an Event of Default in accordance with clause 21(c)(iv), the Authority may (but shall not be obliged to) provide the Grant Recipient with a Remedial Action Plan containing details of the actions it considers the Grant Recipient might wish to take to remedy the Event of Default. The Grant Recipient will however have ultimate responsibility for deciding whether such actions will remedy the Event of Default, for implementing any such actions and for their effects on the Funded Activities and the Grant Recipient's business.
- b) If the Authority does not provide the Grant Recipient with a Remedial Action Plan or if the Grant Recipient wishes to take any substantially different actions to those proposed in the Authority's Remedial Action Plan, the Grant Recipient shall submit a draft Remedial Action Plan to the Authority within 5 Working Days after receipt by the Grant Recipient of notice from the Authority pursuant to clause 21(c)(iv).
- c) A draft Remedial Action Plan submitted to the Authority pursuant to clause 22(b) shall set out:
  - i) full details of the Event of Default; and
  - ii) the actions the Grant Recipient proposes to take to rectify the Event of Default, including timescales.
- d) As soon as reasonably practicable following receipt of a draft Remedial Action Plan from the Grant Recipient, the Authority shall in its sole and absolute discretion:
  - i) accept the draft Remedial Action Plan by notice in writing to the Grant Recipient; or
  - ii) reject the draft Remedial Action Plan by notice in writing to the Grant Recipient, confirming the reasons for the rejection and whether the Grant Recipient is permitted to submit an amended draft Remedial Action Plan to the Authority (and, if so, the time within which it must be submitted).
- e) If:
  - i) the Authority rejects the draft Remedial Action Plan or as the case may be any amended draft Remedial Action Plan;
  - ii) the Grant Recipient fails to submit a draft Remedial Action Plan or (if permitted to do so) an amended draft Remedial Action Plan as required by the Authority; or
  - iii) the Event of Default is not remedied to the satisfaction of the Authority (acting reasonably) in accordance with a Remedial Action Plan approved by the Authority,

then in any such case, the Authority may, in its sole and absolute discretion, terminate this Agreement by notice in writing to the Grant Recipient.

## **23. EFFECT OF EXPIRATION OR TERMINATION**

- a) Unless otherwise expressly agreed in writing by the Authority, any Unspent Grant Amount shall be repaid to the Authority no later than 28 Working Days after the expiration or termination of this Agreement.
- b) Subject to clause 23(c), each Party shall, if requested to do so in writing by the other Party, do the following no later than 28 Working Days after the expiration or termination of this Agreement:
  - i) destroy or return to the other Party or permanently erase (including, to the extent legally and technically practicable, from its computer(s) and communications systems and devices and from systems and data storage services provided by third parties) all documents and materials (and any copies) containing, reflecting, incorporating or based on any Confidential Information belonging to the other Party; and
  - ii) certify in writing to the other Party that it has complied with the requirements of this clause 23(b).
- c) Nothing in clause 23(b) shall require a Party to return, destroy or erase any documents or materials containing, reflecting, incorporating or based on Confidential Information belonging to the other Party that the recipient is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction to which it is subject. Clause 15 shall continue to apply to any documents and materials retained by a Party pursuant to this clause 23(c).
- d) The termination or expiry of this Agreement shall be without prejudice to any rights and remedies of the Grant Recipient and the Authority accrued before such termination or expiration.

## **24. DISPUTE RESOLUTION**

The Dispute Resolution Procedure shall apply to any dispute between the Parties which may arise out of or in connection with this Agreement except where this Agreement expressly provides that a matter may not be disputed and/or is to be determined in the sole and absolute discretion of the Authority.

## **25. LIMITATION OF LIABILITY**

- a) Nothing in this Agreement shall be construed as restricting or excluding the liability of either Party for death or personal injury resulting from its negligence or for fraud or fraudulent misrepresentation.
- b) The Authority shall not be liable for any Losses arising directly or indirectly out of or in connection with the Funded Activities, the use or application of a Grant by the Grant Recipient, any delay in paying all or any part of a Grant to the Grant Recipient and/or any reduction, withdrawal, withholding or suspension of a Grant where expressly permitted under this Agreement (including under clause 3(d)).
- c) The Grant Recipient shall indemnify and keep indemnified the Authority, for itself and its Representatives, fully against all Losses arising out of or in connection with the Funded Activities, any breach of this Agreement by the Grant Recipient and/or the Grant Recipient's obligations to third parties.
- d) In no event shall either Party be liable to the other for any:



- i) indirect, special or consequential loss or damage;
- ii) loss of profits;
- iii) loss of business opportunities;
- iv) loss of revenue; and/or
- v) loss of or damage to goodwill,

in each case of any nature and howsoever caused.

## **26. FORCE MAJEURE**

- a) Neither Party shall be liable to the other Party for any delay in performing or failure to perform its obligations under this Agreement if such delay or failure results from a Force Majeure event. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations hereunder for the duration of such Force Majeure event. However, if any such event prevents either Party from performing all of its obligations under this Agreement for a period in excess of 6 months, either Party may terminate this Agreement with immediate effect by notice in writing to the other Party.
- b) If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part as described in clause 27(a) it shall forthwith notify the other Party by the most expeditious means then available and shall inform the other Party of the period for which it is estimated that such failure or delay shall continue.

## **27. STATUTORY OBLIGATIONS AND CODES OF PRACTICE**

- a) The Grant Recipient shall not offer or give, or agree to give, to any employee, agent, officer, contractor or representative of the Authority any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining of any Grant and/or the execution of this Agreement or any other contract with the Authority, or for showing or refraining from showing favour or disfavour to any person in relation to any Grant, this Agreement or any such contract. The attention of the Grant Recipient is drawn to the criminal offences under the Corruption (Jersey) Law 2006.
- b) The Grant Recipient shall not (and shall take all reasonable steps to procure that its staff and sub-contractors shall not) unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, gender reassignment, marriage or civil partnership, pregnancy or maternity, religion or belief, age or otherwise under any applicable legislation.
- c) The Grant Recipient shall comply with the requirements of the Health and Safety at Work (Jersey) Law 1989 and any other applicable laws, orders, regulations and codes of practice relating to health and safety, which may apply to all persons working in the performance of the Funded Activities.
- d) Before any staff, sub-contractors or other persons start performing any of the Funded Activities (each a “**Named Person**”), the Grant Recipient shall procure that:
  - i) each Named Person is questioned as to whether he or she has any convictions; and

- ii) the results are obtained of a check of the most extensive available kind made pursuant to Part V of the Police Act 1997 in respect of each Named Person.

The check for each Named Person shall include a search of the list(s) held pursuant to the Safeguarding of Vulnerable Groups Act 2006 (the “**SVGA**”):

- a. in respect of children where the performance of the Funded Activities may involve contact with children; and/or
- b. in respect of adults where the performance of the Funded Activities may involve a regulated activity in relation to adults within the meaning of the SVGA.

The Grant Recipient shall procure that:

- a. no person who discloses any relevant convictions, or who is found to have any relevant convictions following the results of a check, is employed or engaged by the Grant Recipient or on the Grant Recipient’s behalf in the performance of the Funded Activities without the Authority’s prior written consent (such consent not to be unreasonably withheld or delayed); and
  - b. the Authority is kept advised at all times of any Named Person who, subsequent to their commencement of the performance of the Funded Activities, receives a conviction or whose previous convictions become known to the Grant Recipient.
- e) The Grant Recipient will ensure that all relevant staff and sub-contractors employed or engaged by the Grant Recipient are paid an equivalent hourly wage which is equal to or exceeds the Jersey Living Wage. The Grant Recipient will provide to the Authority such information concerning the Jersey Living Wage and the performance of the Funded Activities as the Authority may reasonably require and within the deadlines it reasonably imposes.

## **28. NOTICES**

- a) Except as may be otherwise expressly provided in this Agreement, all notices and other communications to be given under this Agreement shall be in writing.
- b) Any notice or other communication which is to be given by either Party to the other shall be given by letter (delivered by hand, signed for post, registered post or recorded delivery) or electronic mail to the following address (or to such other address as the receiving Party may notify to the other from time to time in accordance with this clause 29):

### **To the Authority:**

[NAME & POSITION]

Postal Address:

19-21 Broad Street  
St Helier  
Jersey JE2 3RR

Email: [INSERT ADDRESS]

### **To the Grant Recipient:**

[NAME & POSITION]

Postal Address:

[INSERT ADDRESS]

Email: [INSERT ADDRESS]

- c) Provided a notice is not returned as undelivered, it shall be deemed to have been given upon delivery (in the case of delivery by hand), two Working Days after the day on which the letter was posted, or four hours after the electronic mail was sent, or sooner where the other Party acknowledges receipt in any such case.

## **29. GENERAL**

- a) Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.
- b) Neither Party shall sub-contract, novate, assign or otherwise transfer or dispose of this Agreement or any or all of its rights or obligations under it without the prior written consent of the other Party.
- c) This Agreement constitutes the entire agreement between the Parties relating to its subject matter. This Agreement supersedes all other terms, conditions, negotiations, warranties, representations and undertakings, whether written or oral, express or implied, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.
- d) No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of both Parties.
- e) Neither the failure of either Party to insist upon strict performance of any provision of this Agreement nor the failure of either Party to exercise any right or remedy shall constitute a waiver of that right or remedy or cause a diminution of the obligations established by this Agreement. No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of clause 29. A waiver of any right or remedy arising from a breach of this Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Agreement.
- f) If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.
- g) No person who is not a Party to this Agreement shall have any right to enforce any term of this Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both Parties with specific reference to this clause 30(g). This clause does not affect any right or remedy of any person which exists or is available otherwise.
- h) If there is any conflict or inconsistency between the main body of this Agreement, the Schedules and/or any Grant Schedule(s), the conflict or inconsistency shall be resolved in accordance with the following order of precedence:

- i) the body of this Agreement shall prevail over;
  - ii) the Schedules which shall prevail over;
  - iii) the Grant Schedule(s).
- i) This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

**30. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with Jersey law and the Parties submit to the exclusive jurisdiction of the courts of Jersey.

IN WITNESS whereof the Parties have duly executed this Agreement on the day and year stated below.

Duly authorised for and on behalf of  
**[NAME OF GRANT RECIPIENT]**

Duly authorised for and on behalf of  
**THE MINISTER FOR [INSERT TITLE]**

Signed: .....

Signed: .....

Name: .....

Name: .....

Position: .....

Position: .....

Date of signature: .....

Date of signature: .....

## SCHEDULE 1 - GRANT SCHEDULE<sup>1</sup>

**THIS GRANT SCHEDULE** is dated [•] and is made between:

- A. **The Government of Jersey (acting through the [Chief Minister of Jersey] or [insert other applicable Minister])** or where the context requires any administration of the States of Jersey of 19-21 Broad Street, St Helier, Jersey JE2 3RR (the “**Authority**”); and
- B. **[Insert name of ALO], a [company] incorporated** in Jersey with registered number **[registered number]** whose registered office is at **[Address]** (the “**Grant Recipient**”),

pursuant to and in accordance with a Grant Agreement between the Authority and the Grant Recipient dated [DATE OF GRANT AGREEMENT] [as amended or varied from time to time by [•]] (the “**Grant Agreement**”).

**IT IS AGREED** as follows.

1) **Definitions**

Unless otherwise defined in this Grant Schedule, terms defined in the Grant Agreement shall have the same meanings in this Grant Schedule.

2) **Status of this Grant Schedule**

- a) This is a Grant Schedule as defined in the Grant Agreement and has been agreed by the Authority and the Grant Recipient pursuant to clause [3]/[4]/[6]<sup>2</sup> of the Grant Agreement.
- b) When signed and dated by or on behalf of the Parties:
- i) this Grant Schedule shall form part of the Grant Agreement and shall be binding on the Parties in accordance with the terms of the Grant Agreement; and
  - ii) the Grant Agreement shall, subject to its terms (including clause 30(h) of the Grant Agreement), continue in full force and effect as amended by this Grant Schedule.

3) **Type of Grant**

This is an:

- Annual Grant** for the calendar year 1 January 202[•] to 31 December 202[•]
- Additional Grant**

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<sup>1</sup> This Grant Schedule is conditional upon confirmation by the Accountable Officer within 15 days of approval of the Government Plan.

<sup>2</sup> Refer to clause 3 if this is an Annual Grant. Refer to clause 4 if this is an Additional Grant. Refer to clause 6 if this is an Amended Grant.



[The Funded Activities will be performed [on [DATE]/[between [DATE] and [DATE]] in accordance with the agreed Project Plan for the Grant.]<sup>8</sup>

8) **Specific terms applicable to the Grant or the Funded Activities**

[INSERT ANY SPECIFIC TERMS APPLICABLE TO THE GRANT OR THE FUNDED ACTIVITIES]<sup>9</sup>

9) **[Amended and Restated Original Grant Schedule]<sup>10</sup>**

This Grant Schedule amends and restates the Original Grant Schedule by incorporating changes agreed between the Parties pursuant to clause 6 of the Grant Agreement.

Nothing in this Grant Schedule shall be deemed to constitute or imply the award of a new Grant, but rather the terms applicable to the Grant awarded under the Original Grant Schedule shall continue in full force and effect as amended and restated hereby with effect from the date hereof.]

IN WITNESS whereof the Parties have duly executed this Grant Schedule on the day and year stated below.

Duly authorised for and on behalf of  
**[NAME OF GRANT RECIPIENT]**

Duly authorised for and on behalf of  
**THE MINISTER FOR [INSERT TITLE]**

Signed: .....

Signed: .....

Name: .....

Name: .....

Position: .....

Position: .....

Date of signature: .....

Date of signature: .....

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<sup>8</sup> Possible wording for an Additional Grant.

<sup>9</sup> Please note that if there is any conflict or inconsistency between the terms of the Grant Agreement and this Grant Schedule, the former will prevail.

<sup>10</sup> The whole of paragraph 9 is for AMENDED GRANTS only. Delete if not applicable.

## **SCHEDULE 2 – CYBER ESSENTIALS**

As at the date of this Agreement, information on Cyber Essentials Scheme can be found at:  
[Cyber Essentials \(gov.je\)](https://www.gov.je/cyber-essentials)

Information on the Government of Jersey's Information Security Policy can be found at:  
[Information security policies](#)



### SCHEDULE 3 – DISPUTE RESOLUTION PROCEDURE

In this Schedule 3, the following expressions shall have the following meanings:

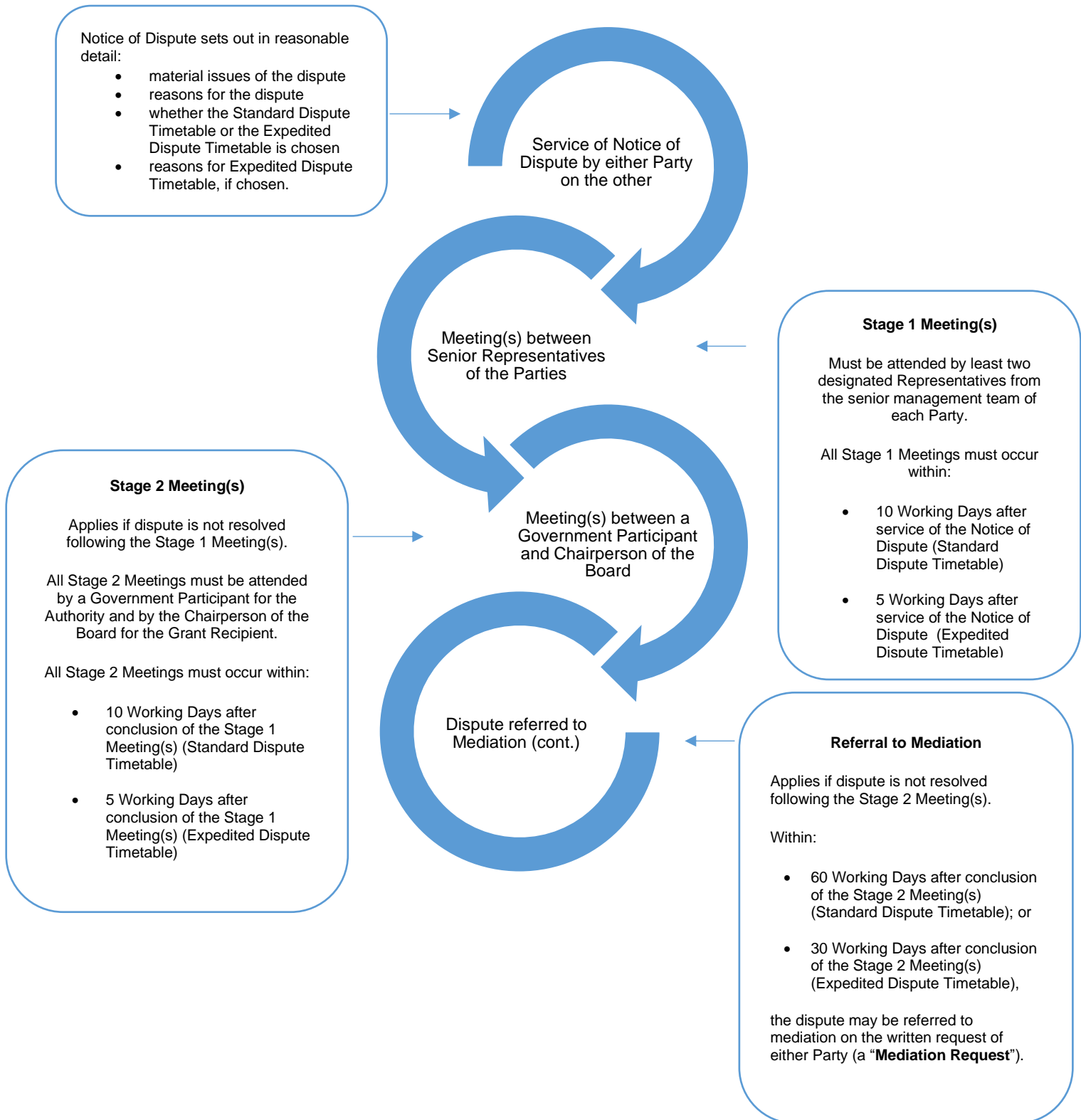
**“Expedited Dispute Timetable”** means the reduced timetable for the resolution of disputes set out in this Dispute Resolution Procedure.

**“Notice of Dispute”** means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a dispute to which this Dispute Resolution Procedure applies.

**“Standard Dispute Timetable”** means the standard timetable for the resolution of disputes set out in this Dispute Resolution Procedure.

- 1) The Dispute Resolution Procedure is set out in the infographics on the following pages of this Schedule 3.
- 2) The Parties shall use all reasonable endeavours to settle any dispute between them in good faith and in accordance with the Dispute Resolution Procedure.
- 3) Unless agreed otherwise in writing by the Authority, the Grant Recipient shall continue to comply with its obligations under this Agreement regardless of the nature of the dispute and notwithstanding the referral of the dispute to the Dispute Resolution Procedure.
- 4) The time periods set out in the Dispute Resolution Procedure shall apply to all disputes unless the Parties agree in writing that an alternative timetable should apply in respect of a specific dispute.
- 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 where a delay in resolving the dispute would have a material impact on the immediate delivery of a material objective of a Grant. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within 5 Working Days after the service of a Notice of Dispute, then the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.
- 6) If at any point it becomes clear that an applicable deadline set out in the Dispute Resolution Procedure 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 the start of the subsequent stages set out in the Dispute Resolution Procedure by the period agreed in the extension.

# DISPUTE RESOLUTION PROCEDURE



## DISPUTE RESOLUTION PROCEDURE CONTINUED - MEDIATION

