



## GRANT AGREEMENT

### PARTIES

- (1) **The Jersey Overseas Aid Commission**, an Agency of the States of Jersey, St Helier Town Hall, 50 York Street, St Helier, Jersey (**JOA**); and
- (2) \_\_\_\_\_, whose principal address is at \_\_\_\_\_, (the **Grant Recipient**).

### BACKGROUND

- (A) JOA is a body corporate with perpetual succession, incorporated by the Jersey Overseas Aid Commission (Jersey) Law 2005 (P.14/2005). It is an independent States-aided body funded by the States of Jersey whose aim is to help to reduce poverty and provide humanitarian aid in disasters and emergencies around the world. The objectives of JOA are to manage and administer the monies voted annually by the States of Jersey for overseas aid.
- (B) These terms and conditions are intended to set out the responsibilities of the parties and ensure the Grant agreed herein is managed appropriately and used properly and for the purposes for which it is intended.

### DEFINITIONS

- (1) **Grant:** Monies to be provided by JOA to the Grant Recipient for the purposes of delivering the Project, as defined in this agreement and detailed in its Annexe(s).
- (2) **Grant Instalments:** The individual instalments of the Grant, paid to the Grant Recipient during the Grant Period.
- (3) **Grant Period:** The Project Implementation Period plus an additional six months to allow for any subsequent close-out, evaluation and reporting activities.
- (4) **No-Cost Extension:** An extension to the original Grant Period, allowing the completion of the Project Outcomes without additional funds being provided.
- (5) **Project Partner:** An organisation that has or will enter into a grant agreement or partnership agreement with the Grant Recipient for the purpose of implementing this Project.



- (6) **Project:** The project which JOA and the Grant Recipient have agreed to fund by the Grant, which consists of the Project Activities and has the overall objective described in clause 1 of this agreement.
- (7) **Project Activities:** The individual activities collectively comprising the Project.
- (8) **Project Implementation Period:** The implementation period for the Project Activities, as set out in clause 4.2 of this agreement.
- (9) **Project Outline:** The detailed description of the Project as described within Annex 1 of this agreement.
- (10) **Project Year:** The 12-month period beginning on the Project start date and reoccurring annually until the end of the Project Implementation Period.
- (11) **Politically Exposed Person:** An individual who is or has been entrusted with a prominent public function.

**1. PURPOSE**

Funded by JOA, the Grant Recipient aims to successfully implement the project entitled " (the Project)", which is described in detail within the Project Outline.

The overall objective of the Project is ". The specific outcome(s) of the Project is/are " (the "Project Outcomes").

**2. JOA'S OBLIGATIONS**

2.1 JOA shall pay the Grant to the Grant Recipient in accordance with the Disbursement Schedule below, subject to the necessary funds being available to JOA when payments are due, and the Grant Recipient agrees and accepts that payments of the Grant can only be made to the extent that JOA has the available funds. If JOA's budget is cut by agreement of the States of Jersey, JOA will not be under obligation to pay any subsequent Grant Instalments.

2.2 JOA shall be responsible for notifying the Grant Recipient as soon as reasonably practical of any significant changes that may have a direct impact on the availability of funds for this Grant, or the ability of JOA to perform its obligations under this agreement.

### **3. GRANT RECIPIENT'S OBLIGATIONS**

- 3.1 The Grant Recipient shall carry out the Project in accordance with the implementation plan set forth in Annexe 1 of this agreement, or as subsequently agreed in writing with JOA, any such amendment to specifically refer to this Agreement and to note that it is intended to act as an amendment to Annexe 1.
- 3.2 The Grant Recipient shall co-operate with JOA in all matters relating to the performance of the Grant Recipient's obligations under this agreement and shall act with all due skill and diligence in the performance of its obligations.
- 3.3 The Grant Recipient shall use the Grant exclusively for the purposes of the Project and Grant funds shall not be used for any other purpose without the prior written agreement of JOA.
- 3.4 The Grant Recipient shall immediately report to JOA any loss of or abuse of funds for any reason, in accordance with clause 14 of this agreement.
- 3.5 The Grant Recipient shall promptly repay to JOA any money incorrectly paid to it either as a result of an administrative error or otherwise.
- 3.6 As a condition of receiving any funds the Grant Recipient
  - (a) warrants that the Grant shall be used by the Grant Recipient solely for the delivery of the Project and in accordance with the detailed budget and implementation plan, as agreed with JOA from time to time;
  - (b) Should any part of the Grant remain or look likely to remain unspent at the end of the Grant Period, the Grant Recipient shall notify the JOA of the same in advance off the end of the Project, unless a No-Cost Extension is agreed in advance in accordance with clause 9 of this agreement, the Grant Recipient use reasonable endeavours to ensure that any unspent monies are returned promptly to JOA and in any event within 60 calendar days of the Project's termination;
  - (c) shall ensure that appropriate due diligence is undertaken in relation to all Project Partners to whom funds will be remitted, and prior to any such remittance, the Grant Recipient shall confirm that, to the best of the Grant Recipient's knowledge, none of the persons who have an active role in the management or decision-making for the Project Partner is a Politically Exposed Person, or has been involved in money laundering, drug trafficking, terrorism or other criminal activities in any jurisdiction;

- (d) shall use reasonable endeavours to ensure any monies provided by it to any Project Partner will be used in an economic, efficient and effective manner and that any liabilities of the Grant Recipient arising at the end of the Project (including any redundancy liabilities for staff employed by the Grant Recipient to deliver the Project) shall be the responsibility of and shall be managed and paid for by the Grant Recipient;
- (e) shall promptly provide to JOA all information, reports, statistics, study results and data reasonably requested by JOA to contribute toward JOA's knowledge base and / or to track and assess the progress and performance of the Project;
- (f) acknowledges and agrees that all allocations of Grant Instalments are subject to the availability of funds and where such funds cease to be available or are in any way restricted then Grant Instalments may not be capable of being paid in part or full and JOA shall not be responsible for any failure to pay Grant Instalments in any such circumstances; and
- (g) grants an unlimited, perpetual, royalty free, irrevocable, transferable, world-wide licence to JOA to share products of the Project, including but not limited to project reports and study results, with other funders, agencies and interested parties. Such grant to survive the termination of this agreement. All intellectual property created by the Grant Recipient for this Project remains the property of the Grant Recipient.

#### **4. IMPLEMENTATION PERIOD AND DURATION**

- 4.1 This agreement shall enter into force on the date that it is signed by both parties and shall remain in force until the the latest of (i) the end duration of the Grant; (ii) the end of a No-cost Extension; or (iii) until funds are returned in line with Clause 3.6(b), provided always that any provision of this agreement that expressly or by implication is intended to come into effect or otherwise continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 4.2 The Project Implementation Period is \_\_\_months, starting from \_\_\_\_\_ (start date) provided that the Project Implementation Period may be shortened, extended or revised by prior written agreement of JOA in accordance with clause 9 or by termination under clause 11 of this agreement.
- 4.3 The Grant Recipient shall inform JOA in writing immediately of any circumstances likely to hamper or delay the timely delivery of the Project.

## 5. FINANCING

5.1 JOA's contribution to the budget for this Project as agreed with the Grant Recipient is GBP £\_\_\_\_\_ ("the Project Budget"). This is based on the detailed budget which the Grant Recipient submitted with its application, and which is annexed to this agreement and constitutes the sum of the Grant only in exclusion of any funding from third parties. The Grant Recipient's detailed budget constitutes the approved budget plan for this agreement.

## 6. DISBURSEMENT SCHEDULE

The Grant will be disbursed as per the following timetable subject to the receipt and approval of the relevant report and any other information as may from time to time be reasonably requested by JOA. If JOA, acting reasonably, is not satisfied with the report or other information provided to it, it will write to the Grant Recipient requesting clarification, and will release further funds following written communication addressing any material concerns raised.

Tranche	Date of Request	Amount (GBP)	Amount (GBP)
1st	Upon signing. No payment request required.	Amount budgeted for Y1	£
2nd	Subject to a satisfactory Interim Report covering Y1 and an expenditure rate of 75% or more of the previous Grant Instalment	Amount budgeted for Y2	£
3rd	Subject to a satisfactory Interim Report covering Y2 an expenditure rate of 75% or more of the previous Grant Instalment	80% of amount budgeted for Y3	£
Final	Subject to a satisfactory Final Report covering the Project Implementation Period	20% of amount budgeted for Y3	£
Total			£

6.1 Funds not yet spent and accounted for at the end of the period of the previous transfer may be deducted from the next Grant Instalment.

6.2 If upon submission of an Interim Report, 75% or more of the previous Grant Instalment has not been spent, an updated financial report may be requested by JOA, once the expenditure threshold has been met, in order to release the subsequent Grant Instalment.

6.3 Payment shall not imply recognition of the regularity, completeness or authenticity of the declarations and information provided.

6.4 In the event that any part of the Grant remains unspent at the end of the Grant Period, any unspent monies will be returned promptly to JOA in accordance with clause 3.6(b) of this agreement.

## **7. EXCHANGE RATE VARIANCES**

7.1 Exchange rate losses that arise from a relative-weakening GBP should, as a rule, be covered or hedged by the Grant Recipient to ensure that Project Outcomes remain unaffected. Where changes to Project Outcomes are unavoidable, agreement about project variations should be reached in writing with JOA.

7.2 Exchange rate gains arising from the relative-strengthening of the GBP can be accumulated by the Grant Recipient throughout the Project Implementation Period and/or applied toward any historic or future exchange rate losses or cost variations.

7.3 If there are remaining exchange rate gains, at the conclusion of the Project, the Parties agree to discuss any gains made in good faith, including the potential for reallocation within the Project. However, JOA reserves the right to require that such gains be returned to JOA along with any other unspent funds in accordance with Section 3.6(b) above.

## **8. BUDGET REVISIONS**

8.1 The Grant Recipient shall be permitted to vary or deviate from the Project Budget as long as the objectives, outputs and beneficiary targets defined in the proposal remain unchanged (unless otherwise agreed between the parties), subject to clause 8.2.

8.2 In the event that the value of the cumulative revisions made to the Project Budget in any Project Year are due to amount to more than 10% of the value of the previous Grant Instalment paid by JOA, or increase overhead, indirect or contingency costs, a budget revision must be requested in writing and approved by JOA before the modification is put into effect. The request should include:

- (a) A revised budget;
- (b) A narrative explanation for the revision that identifies the proposed changes, justification, and calculations for the revised amounts.

- 8.3 Revisions resulting in transfers between any budget lines totalling less than 10% of the most recent Grant Instalment which do not affect:
- (a) the basic purpose of this agreement; or
  - (b) overhead, indirect or contingency costs,
- do not require JOA's approval.

## **9. NO-COST EXTENSIONS**

- 9.1 No-Cost Extensions for Project Activities may occasionally be granted to extend the Project Implementation Period up to twelve months with no additional funding. No-Cost Extension requests should include:

- (a) A written explanation for the No-Cost Extension;
- (b) An updated implementation plan with updated activity milestones. This should include information on the activities already completed;
- (c) An explanation of how any ongoing operational costs (including salaries and maintenance) will be covered during the extension period;
- (d) A revised budget (if applicable).

- 9.2 The request must be submitted at least 45 days before the end of the Project Implementation Period.

- 9.3 The parties may from time to time agree to a proposed No Cost Extension request or agree to make some other extension, replacement, reduction, amendment or variation to any Project Activity, the Project framework, Project implementation plan or any other details in Annexe 1 or agree to make some variation to the Project Budget sum or to the detailed provisions of budget, these details shall be uploaded to JOA's grant management system following approval by both parties.

## **10. WITHHOLDING AND SUSPENDING FUNDS**

- 10.1 The Grant will be paid to the Grant Recipient in full. However, without prejudice to JOA's other rights and remedies, JOA may at its discretion, acting reasonably, withhold or suspend payment of any Grant funds at any time if:

- (a) the Grant Recipient uses the Grant for purposes other than those for which they have been provided;
- (b) JOA reasonably considers that the Grant Recipient has not made satisfactory progress with the Project Activities, has requested an

explanation for any issues and is, acting reasonably, not satisfied with the explanation that the Grant Recipient has provided;

- (c) JOA reasonably believes that the activities of the Grant Recipient or its Project Partner(s) may bring the reputation of the Project or JOA into disrepute;
- (d) the Grant Recipient provides JOA with any materially misleading or intentionally inaccurate information;
- (e) the Grant Recipient fails to perform its obligations under this agreement in accordance with any applicable statutory requirements; or
- (f) there is any change of control of the Grant Recipient or any Project Partner. The Grant Recipient shall provide as much notice as is reasonably possible of any change of control of the Grant Recipient or any Project Partner (and the Grant Recipient shall ensure any such Project Partner is likewise obligated to provide it with such notice).

10.2 Should the Grant Recipient or its Project Partner(s) be subject to financial or other difficulties which are capable of having a material impact on its effective performance of this agreement it will notify JOA as soon as possible so that, if possible, and without creating any legal obligation, JOA will have an opportunity to provide assistance in resolving the problem or to take any necessary action in the circumstances.

## **11. SUSPENSION, TERMINATION, ASSIGNMENT, SUB-GRANTS AND REPAYMENT OF FUNDS**

11.1 The Grant Recipient may suspend the Project and Grant if exceptional circumstances (Force Majeure) make implementation unacceptably difficult or dangerous. The Grant Recipient must inform JOA immediately of this decision, stating the nature, effects, and probable duration of this suspension.

11.2 JOA may suspend the Project and Grant if, for good reason and acting reasonably, it deems it necessary to verify whether:

- (a) the Grant award procedure or the implementation of the Project have been subject to substantial errors, irregularities, or fraud; or
- (b) the Grant Recipient has breached any obligation in this agreement; or
- (c) there has been a change of control in the Grant Recipient or any Project Partner or JOA becomes aware that the control of such persons is not as otherwise notified to it.



- 11.3 In the case of suspension according to the clauses above, the Project Implementation Period shall be extended by a period equivalent to the length of suspension.
- 11.4 Either Party may terminate this agreement (and any Grant Instalments) without liability at any time on giving the other Party three (3) months' written notice should it be required to do so by financial restraints or for any other reason.
- 11.5 If either Party terminates this agreement, all remaining funds, other than those committed in good faith before the date of termination and which may be evidenced by the production of valid documentation, or as agreed between JOA and the Grant Recipient as being required to complete a particular Project Activity will be returned to JOA.
- 11.6 JOA may terminate this agreement and demand repayment of all or part of the Grant if:
- (a) the Grant Recipient fails to comply with any of the terms and conditions set out in this agreement and fails to rectify any such failure within thirty (30) days of receiving written notice detailing the failure;
  - (b) the Grant Recipient gave misleading or inaccurate information, whether deliberately or accidentally, during the application process or during the period of the agreement;
  - (c) the Grant Recipient ceases to operate for any reason; or
  - (d) the Grant Recipient becomes insolvent, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due.
- 11.7 The Grant Recipient may not assign, sub-grant or otherwise transfer this agreement without the prior written consent of JOA, such consent to be given at the absolute discretion of JOA.

## **12. MONITORING, EVALUATION AND REPORTING**

- 12.1 The Grant Recipient shall monitor the delivery and success of the Project throughout the Grant Period to ensure that its aims and objectives are being met and that this agreement is being adhered to.

- 12.2 JOA may conduct a monitoring visit of the Project, in accordance with JOA's Monitoring and Evaluation Policy on giving not less than 3 months' notice in writing to the Grant Recipient, the Grant Recipient undertakes to provide JOA with all necessary documents and cooperation for any monitoring visit.
- 12.3 The Grant Recipient shall provide JOA with annual financial and operational reports covering the Project Activities that took place during the previous Project Year (an "Interim Report"). Interim Reports are due no later than three (3) months after the end of the relevant Project Year.
- 12.4 Upon completion of the Project, the Grant Recipient shall provide JOA with a financial and operational report covering the Project Activities that took place during the entirety of the Project Implementation Period (a "Final Report"). Final Reports are due no later than three (3) months after the end of the Project Implementation Period.
- 12.5 All Annual Interim Reports and Final Reports shall:
- (a) Describe the implementation of the Project according to the Project Outcomes, detailing Project Activities undertaken, difficulties encountered, and intended and unintended impacts, outcomes and outputs;
  - (b) Highlight any variations or deviations from the Project Activities, including any changes to the implementation logic;
  - (c) Include the current results of the Project in the form of a results matrix, based on the logical framework for the Project and the objectively-verifiable indicators identified therein;
  - (d) Outline what lessons have been learnt, including as a result of key challenges faced, and how these will be propagated;
  - (e) Detail Project expenditure in direct comparison with the Project Budget, highlighting any variations or revisions;
  - (f) Update the budget for subsequent years of the project, including a detailed breakdown of planned expenditure for the subsequent 12 months;
  - (g) Where the Grant Recipient has obtained third party funding for delivery of part of the Project, the report should provide details of the progress of the entire Project, and not just the part covered by the Grant;
  - (h) Include copies or links of any reports, publications or press coverage related to the Project; and

- (i) Include signed confirmation by an accountable finance officer that the Grant Recipient has properly expended the sums in respect of the period in which milestone payments have been claimed.
- 12.6 The Grant Recipient shall also provide a short report six (6) months into each Project Year, outlining the general level of progress, highlighting any notable achievements or challenges that took place during the previous six (6) months, and providing a single figure constituting expenditure to date (an “Informal Report”). Informal Reports are due no later than one (1) month after the end of the relevant six (6) month period and should be no more than five (5) pages.
- 12.7 The Grant Recipient shall on request provide JOA with such further information, explanations and documents as JOA may reasonably request at any time in order for it to establish that the Grant is being used properly and in a timely fashion in accordance with this agreement.
- 12.8 The Grant Recipient shall permit any person authorised by JOA such reasonable access within normal working hours to its employees, agents, premises, facilities, books and records, for the purpose of inspecting, discussing, monitoring and evaluating the Grant Recipient’s fulfilment of the conditions of this agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 12.9 If an independent evaluation is conducted, either at the behest of the Grant Recipient or JOA, the Grant Recipient undertakes to provide the evaluators with all reasonably necessary documents and cooperation.
- 12.10 If an independent Project Evaluation and/or Project Financial Audit has been agreed with the Grant Recipient, these shall be submitted no later than 6 months after the end of the Implementation Period.
- 12.11 JOA reserves the right to publish all or part of any reports or evaluations, including pictures and scans of project documents, in accordance with clause 17.

### **13. DUE DILIGENCE**

- 13.1 The Grant Recipient will exercise all reasonable care, skill and due diligence in utilising resources supplied by JOA under this agreement. The Grant Recipient agrees to cooperate fully with JOA or its appointed representatives in undertaking any due diligence assessment.

- 13.2 The Grant Recipient shall take all reasonable necessary steps before the commencement of the Project, and at regular intervals during the Project Implementation Period, to assess the internal controls and systems of any Project Partners which will be in receipt of Grant funding. These assessments should ascertain and ensure:
- (a) The reliability and integrity of the Grant Recipient's Project Partner's financial controls and processes;
  - (b) The effectiveness and efficiency of their project operations;
  - (c) The adequacy of their procedures for safeguarding assets funded in total or in part by JOA;
  - (d) Their compliance with appropriate Terrorist Financing and Money Laundering legislation; and
  - (e) The Project Partner's compliance with national legislation.

#### **14. SAFEGUARDING AND FRAUD**

- 14.1 The Grant Recipient shall maintain an appropriate safeguarding policy and shall ensure that all employees, including any Project Partners, are appropriately trained and that all reporting mechanisms are operational.
- 14.2 In the event that a safeguarding incident, or suspected safeguarding incident, is reported in relation to the Project, the Grant Recipient shall provide JOA, in a timely manner, with such information as requested by JOA in accordance with JOA's Safeguarding Policy.
- 14.3 The Grant Recipient shall maintain an appropriate fraud, corruption and theft policy and shall ensure that all employees, including any Project Partners, are appropriately trained and that all reporting mechanisms are operational.
- 14.4 In the event that an incident, or suspected incident, of fraud, theft or corruption is reported in relation to the Project (regardless of whether or not it relates to the Grant), the Grant Recipient shall provide JOA, in a timely manner, with such information as required and requested in accordance with JOA's Anti-Fraud, Corruption and Theft Policy.

**15. ACCOUNTS, AUDIT AND RECORDS**

- 15.1 Once transferred to the Grant Recipient the Grant Instalments shall be shown in the Grant Recipient's account(s) as a restricted fund and shall not be included under any form of general funds.
- 15.2 The Grant Recipient shall keep separate, accurate and up-to-date accounts and records of all payments-in and payments-out of the Grant Instalments received by it.
- 15.3 The Grant Recipient shall keep all forms of invoice/order, receipt, account transactions or statements and any other relevant documents relating to the Grant held, and in relation to the allocation of Grant funds, for a period of at least five (5) years from the end of the Grant Period.
- 15.4 JOA shall have the right, until the expiry or termination of this agreement, to review, at thirty (30) days' notice, the Grant Recipient's books, accounts and records that relate to the management and holding of the Grant funds and shall have the right to take copies of all such books, accounts and records. The Grant Recipient agrees to allow reasonable access to all relevant files and records and provide any relevant information requested within thirty (30) days of the request being made to the extent legally permitted.
- 15.5 In signing this agreement the Grant Recipient agrees to provide, at JOA's request, accounts in accordance with the table below for all financial years in which the agreement is in operation.

<b>Amount of Grant</b>	<b>Financial Accounts Provide by Recipient</b>
Less than £25,000	Unaudited signed income and expenditure Statement provided within 6 months of the organisation's year end
Between £25,000 and £75,000	Unaudited signed accounts provided within 6 months of the organisation's year end
Greater than £75,000	Audited, signed provided within 6 months of the organisation's year end

**16. COMMUNICATIONS AND PUBLICITY**

- 16.1 The Grant Recipient shall not publish or make public any material referring to the value of this Grant or the terms of this agreement without the prior written agreement of JOA.

- 16.2 The Grant Recipient shall acknowledge the role of JOA in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements shall include JOA's name and logo (or any future name or logo adopted by JOA) using the templates and branding instructions set out in JOA's Visibility Guidelines, as amended from time to time.
- 16.3 The Grant Recipient agrees, on reasonable notice, to provide JOA with publishable case studies and/or images relating to the Project, every Project Year. It is the responsibility of the Grant Recipient to ensure that it meets the requirements of UK data protection legislation and that appropriate consents under UK law are obtained for print, online, and media publication.
- 16.4 The Grant Recipient agrees, on reasonable notice, to participate in and assist with promotional activities relating to the Project that may be instigated and/or organised by JOA, including any press or media activities.

## **17. INTELLECTUAL PROPERTY**

- 17.1 Intellectual property developed in all material produced by the Grant Recipient or its personnel or representatives (including reports, data, imagery and designs) in the course of the Project ("The Material") will be the property of the Grant Recipient.
- 17.2 In signing this agreement, the Grant Recipient hereby grants JOA a worldwide, non-exclusive, irrevocable and royalty-free licence to use the Material, where 'use' shall mean, without limitation, the reproduction, publication, and sub-licence of the Material and the intellectual property therein notwithstanding that any content that refers to specific identifiable persons will only be published where the necessary consents are in place.

## **18. ASSETS AND PROCUREMENT**

- 18.1 The Grant Recipient agrees to keep and supply upon request receipts and invoices for all purchases or services worth more than £500.
- 18.2 The Grant Recipient must ensure that it has a procurement processes in place which demonstrate probity and value for money. Unless JOA agrees to the Grant Recipient using the standards set out in the Grant Recipient's own procurement policy, at the very minimum, at least three quotations must be obtained for any capital items or services, or series of related capital items or services, costing more than £5,000. Any capital items or services, or series of related capital items or services, costing more

than £25,000 must be put to competitive tender. If there are good reasons why this would be impossible, written agreement must be obtained beforehand from JOA and shall only be provided upon the production of sufficient evidence satisfactory to JOA.

18.3 The Grant Recipient undertakes diligently to monitor the condition and use of any assets purchased under this agreement throughout the term of this agreement. Any assets purchased for over £100,000 and retained by the Grant Recipient (subject to clause 18.4 below) must be monitored for an additional period of at least five years after the termination of this agreement.

18.4 Unless otherwise clearly stated in the Project Outline, all assets, equipment, vehicles and supplies paid for by JOA must be transferred equitably to the final beneficiaries of the Project. In cases where this is difficult, the Grant Recipient should submit a written request to JOA detailing the remaining assets, their value, and a proposal concerning their use. The assets shall then be distributed in accordance with JOA's direction.

## **19. ASSIGNMENT AND SUB-AWARDS**

19.1 Prior approval is required for the sub-award, transfer, or contracting-out of any work, other than the purchase of supplies, material, equipment, or general support services, unless it was described in the Project Outline and funded in the approved budget.

## **20. LEGALITY**

20.1 The Grant Recipient agrees to comply with all applicable laws in «Country».

20.2 The Grant Recipient agrees to comply with all anti-bribery and anti-corruption legislation in force in the UK and Jersey and not to commit any such acts that would be offences under UK and Jersey legislation even if such acts would not be offences under the legislation or practice of the Country specified in clause 20.1 above.

## **21. VIOLENCE, TERRORISM AND MONEY LAUNDERING**

21.1 The Grant Recipient agrees to ensure that, to the best of its knowledge, none of its staff members who have an active role in the management or decision-making of the organisation have been involved in money laundering, drug trafficking, terrorism or other criminal activity in any jurisdiction.

- 21.2 The Grant Recipient agrees that it will not promote or engage in violence, terrorism, or money laundering, nor will it make sub-grants to any entity that engages in these activities.
- 21.3 The Grant Recipient agrees to undertake all reasonable efforts to ensure that none of the funds received under this Agreement are used to provide support to individuals or entities associated with terrorism, as included in the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999) located at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>.
- 21.4 The Grant Recipient shall immediately notify the JOA of all relevant details relating to the same, should it become aware:
- A. that any of its staff members who have an active role in the management or decision-making of the organisation have been involved in money laundering, drug trafficking, terrorism or other criminal activity in any jurisdiction; or
  - B. that it or any entity it provides a sub-grant to, has promoted or has engaged in violence, terrorism, or money laundering; or
  - C. any of the funds received under this Agreement have been used to provide support to individuals or entities associated with terrorism, as included in the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999) located at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>.
- 21.5 Any sub-grants by the Grant Recipient will include equivalent obligations.

## **22. LIABILITY**

- 22.1 JOA will not be responsible for the actions of any person, organisation or company engaged by the Grant Recipient for the purpose of this Project.
- 22.2 JOA cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained directly or indirectly by any person, organisation or company engaged by the Grant Recipient for the purpose of this Project, or the property of the Grant Recipient, while the Project is being undertaken, or as a consequence of the Project. JOA cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.



22.3 The Grant Recipient shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the Project is being carried out or as a consequence of the Project. The Grant Recipient shall discharge JOA of all liability arising from any claim or action brought as a result of an infringement of rules or regulations by the Grant Recipient or the Grant Recipient's employees or individuals for whom those employees are responsible, or as a result of the violation of a third parties' rights. For the purposes of this clause 22, employees of the Grant Recipient shall be considered third parties.

### **23. INSURANCE**

23.1 The Grant Recipient must have in place, and maintain throughout the term of the agreement, the requisite insurance policies reasonably expected to be held by any individual or body carrying out activities such as the Project Activities.

### **24. CONFIDENTIALITY**

24.1 Each party shall keep secret and treat as confidential all information obtained from the other which is either stated to be confidential or could reasonably be regarded as confidential and shall not disclose such information to any person other than its employees, agents or Project Partner(s) where such disclosure is required for the performance of the party's obligations under this agreement. This clause shall not extend to information which was already in the lawful possession of a party prior to this agreement, or which is already public knowledge or becomes so subsequently (other than as a result of a breach of this clause), or which is trivial or obvious, or which is required to be released by applicable legislation (as amended from time to time) or lawful authority. The obligations of confidentiality under this clause shall survive any termination of this agreement.

### **25. DATA PROTECTION**

25.1 Any data gathered during the delivery of this Project must be managed in accordance with the Data Protection (Jersey) Law 2018. The information must not be used or disclosed to parties other than JOA other than for the purposes intended or without the full consent of JOA.



**26. NO PARTNERSHIP OR AGENCY**

26.1 This agreement shall not create any partnership or joint venture between JOA and the Grant Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

**27. ENTIRE AGREEMENT**

27.1 This agreement and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

27.2 The Grant Recipient acknowledges that in entering into this agreement and any documents annexed to it the Grant Recipient does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those set out in this agreement or the documents annexed to it, provided always that nothing in this clause shall exclude any liability for fraud.

**28. LAW AND JURISDICTION**

28.1 This agreement shall be governed by Jersey Law in every particular including formation and interpretation and shall be deemed and construed as having been made in Jersey.

**SIGNATURES TO THE AGREEMENT**

Signed for and on behalf of JOA

Name:

Position:

Date:



Signed for and on behalf of the Grant Recipient

Name:

Position:

Date:



**Annexe 1: Project Document (Proposal, Logical Framework and Detailed Budget)**