



GRANT AGREEMENT

PARTIES

- (1) **The Jersey Overseas Aid Commission (JOA)**, an Agency of States of Jersey, Cyril Le Marquand House, Union Street, St Helier, Jersey (the **Grant Funder**); AND
- (2) **Grantee**, (Non-Governmental Organisation) 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. JOA stands as an independent body within the responsibilities of the Chief Minister.
- (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 the Grant Funder to the Grant Recipient for the purposes of delivering the project described in this Agreement and its Annexe(s).
- (2) **Grant Period:** the period for which the Grant is awarded and within which the Grant must be spent by the Grant Recipient.
- (3) **Project:** The series of activities agreed by the Grant Funder and Grant Recipient to be funded by a grant for the purpose(s) described below.
- (4) **Politically Exposed Person:** An individual who is or has been entrusted with a prominent public function.

1. PURPOSE

- 1.1 Funded by JOA, the Grant Recipient aims to successfully implement the project entitled "", which is described in detail in Annexe 1 of this agreement.

1.2 The overall objective of the project is "", while the specific objective(s) is/are
'_____':

2. GRANT FUNDER'S OBLIGATIONS

2.1 JOA shall make reasonable endeavours to 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 subsequent tranches of the grant.

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 or Grant Recipient to perform their respective obligations under this agreement.

3. GRANT RECIPIENT'S OBLIGATIONS

3.1 The Grant Recipient shall carry out the Project in accordance with the implementation programme set forth in Annexe 1 of this Agreement.

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 Programme 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.

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 The Grant Recipient agrees that as a condition of receiving any funds the Grant Recipient shall:

- (a) warrant that the Grant shall be used by the Grant Recipient solely for the delivery of the Project and in accordance with the agreed Project budget and delivery plan;
- (b) make all reasonable endeavours to spend the Grant in accordance with any Project budget and delivery plan and within the Grant Period, and not spend any part of the Grant on the delivery of the Project after the Grant Period has ended. Should any part of the Grant remain unspent at the end of the Grant Period, the Grant Recipient shall ensure that any unspent monies are returned promptly to JOA;
- (c) ensure that due diligence is undertaken in relation to all partner organisations to whom funds will be remitted, and confirm that none of the persons who have an active role in the management, decision-making, or work for the partner organisation in whatever capacity is a Politically Exposed Person, or has been involved in money laundering, drug trafficking, terrorism or other criminal activities in any jurisdiction;
- (d) ensure that any liabilities 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) provide to JOA all information, reports, statistics, study results and data reasonably requested by JOA to track and assess progress and performance of any Project;
- (f) acknowledge and agree that all allocations of Grants are subject to the availability of funds and where such funds cease to be available or are in any way restricted then Grants may not be capable of being paid in part or full and JOA shall not be responsible for any failure to pay Grants in any such circumstances; and
- (g) grant an unlimited, perpetual, royalty free, irrevocable, transferable, world-wide licence to JOA to use project reports/study results etc.

4. IMPLEMENTATION PERIOD AND DURATION

- 4.1 This agreement shall enter into force on the date that it is signed by both parties.
- 4.2 The implementation period of the project or activities covered by this agreement (not including subsequent reporting and evaluation work) is 24 months, 4/1/2017 as set out in the project document annexed to this agreement. This shall not be extended or revised except by prior written agreement of JOA.

4.3 The Grant Recipient shall inform JOA immediately of any circumstances likely to hamper or delay the timely delivery of the funded project.

5. FINANCING

5.1 The budget for this activity as agreed with the Grant Recipient is GBP £197375. This is based on the detailed budget which the Grant Recipient submitted with its application for this Agreement, and which is annexed to this agreement. The Grant Recipient’s detailed budget constitutes the approved budget plan for this Agreement.

6. DISBURSEMENT SCHEDULE

6.1 The grant will be disbursed as per the following timetable and on receipt of appropriate reports and payment requests. If JOA is not satisfied with the report or payment request, it will write to the Grant Recipient requesting clarification, and will only release funds following written communication addressing the concerns raised.

Transfers	Date of Request	Amount (GBP)
1 st Transfer	Amount budgeted for Y1 - Upon signing	
2 nd Transfer	Amount budgeted for Y2 – Request is accompanied by satisfactory financial and narrative reports covering Y1	
3 rd Transfer	Amount budgeted for Y3 – Request is accompanied by satisfactory financial and narrative reports covering Y2	
Total		

6.2 Funds not yet spent and accounted for at the end of the period of the previous transfer will be deducted from the next instalment.

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

7. BUDGET REVISIONS

7.1 The Grant Recipient shall be permitted to vary/deviate from the Project Budget as long as the objectives, outputs and beneficiary targets defined in the proposal remain unchanged.

- 7.2 Any revision to the budget that is more than 10% of the value of the previous grant instalment paid by JOA, or which affects overhead, indirect or contingency costs, must be requested in writing and approved by JOA before the modification is put into effect. The request should include:
- (a) An explanation for the revision;
 - (b) A new budget narrative that identifies the calculations for the revised amounts
- 7.3 Referring to clause 7.2 above, 10% of the value of the last payment is a cumulative percentage; once the 10% threshold is exceeded, all subsequent revisions must receive JOA's approval until the next tranche of funds is paid.
- 7.4 Revisions resulting in transfers between budget lines totalling less than 10% of the most recent grant payment and which do not affect the basic purpose of this agreement, and which do not affect overhead, indirect or contingency costs, do not require JOA's approval unless new line items are added.
- 7.5 Exchange rate losses that arise from a relatively-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.
- 7.6 Gains arising from relatively-strengthening of the GBP should, at the conclusion of the project, be returned to JOA along with any other unspent funds in accordance with Section 3 above, unless an agreement is made to the contrary.
- 8. No-Cost Extensions**
- 8.1 No-Cost Extensions may occasionally be granted to extend the project 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 project timeline with updated activity milestones etc. This should include information on the activities already completed;
 - (c) An explanation of how any remaining ongoing costs (salaries, maintenance etc.) will be covered during the extended period;
 - (d) A revised budget (if applicable)
- 8.2 The request must be received at least 45 days before the close of the project period.

9. WITHHOLDING AND SUSPENDING FUNDS

9.1 JOA's intention is that 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 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 allocation of Grants;
- (c) JOA reasonably believes that the activities of the Grant Recipient or its local partner(s) may bring the reputation of the Programme 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.

9.2 Should the Grant Recipient or its project partners 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.

10. TERMINATION AND REPAYMENT OF FUNDS

10.1 JOA may terminate this agreement (and any Grant payments) without liability at any time on giving the Grant Recipient three (3) months' written notice should it be required to do so by financial restraints or for any other reason.

10.2 If JOA terminates this grant agreement, all remaining funds, other than those irrevocably committed in good faith before the date of termination or as agreed between JOA and the Grant Recipient as being required to finalise activities will be returned to JOA.

10.3 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 significantly 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. MONITORING, EVALUATION AND REPORTING

- 11.1 The Grant Recipient shall monitor the delivery and success of the agreed project throughout the Grant Period to ensure that its aims and objectives are being met and that this agreement is being adhered to.
- 11.2 The Grant Recipient shall provide JOA with timely annual financial and operational reports covering the previous year's activities, i.e. the period commencing 12 months after the start of project implementation. Such interim reports are due no later than three months after the completion of the activities which they describe. Within three months of the completion of activities, the recipient shall provide a final financial and operational report covering the period of the whole project in addition to those of the previous year.
- 11.3 All annual interim and final reports shall:
 - (a) Describe in narrative form the implementation of the project according to the activities envisaged, difficulties encountered, and impacts, outcomes and outputs as measured by the indicators identified in the project document;
 - (b) Include the current results of the project within an updated table based on the logical framework for the project and the objectively-verifiable indicators identified therein;
 - (c) Highlight any variations or deviations from the activities agreed in the original proposal, including any changes to the implementation logic;
 - (d) Evaluate the success of the project (so far) and describe what lessons will be learned from it and how these will be propagated;

- (e) Detail project expenditure and compare it with project budget, highlighting any variations or revisions;
 - (f) 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 parts financed by JOA;
 - (g) Include copies or links of any reports, publications or press coverage related to the project; and
 - (h) Include signed confirmation that the Grant Recipient has properly expended the sums in respect of the period in which milestone payments have been claimed.
- 11.4 In addition to annual and final reports, the Grant Recipients shall provide a short (1-page) half way through each year confirming the project is on track and highlighting any notable achievements or problems.
- 11.5 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 Grants are being used properly and in a timely fashion in accordance with this agreement.
- 11.6 The Grant Recipient shall permit any person authorised by JOA such reasonable access at any time 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.
- 11.7 The Grant Recipient shall provide JOA with copies of any evaluation report it conducts or commissions about the project. If an external evaluation is conducted, either at the behest of the Grant Recipient or JOA, the Grant Recipient undertakes to provide evaluators with all necessary documents and cooperation.
- 11.8 JOA reserves the right to publish all or part of any reports or evaluations, including pictures and scans of project documents unless these refer to specific identifiable persons.

12. ACCOUNTS, AUDIT AND RECORDS

- 12.1 Once transferred to the Grant Recipient the funds 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.
- 12.2 The Grant Recipient shall keep separate, accurate and up-to-date accounts and records of all payments-in and payments-out of the Grant funds received by it.
- 12.3 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 Grants, for a period of at least five years following expiry or termination of this agreement (howsoever arising).
- 12.4 JOA shall have the right to review, at 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 unrestricted access to all files and records and provide any information requested within 30 days of the request being made.
- 12.5 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.

Amount of Grant	Financial Accounts Provide by Recipient
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

13. PUBLICITY

- 13.1 The Grant Recipient shall not publish any material referring to the Grants or this agreement without the prior written agreement of JOA.
- 13.2 The Grant Recipient shall acknowledge the role of JOA in any materials that refer to the Projects and in any written or spoken public presentations about the Programme as it relates to this agreement. Such acknowledgements shall include JOA's name

and logo (or any future name or logo adopted by JOA) using the templates and branding instructions provided by JOA from time to time.

- 13.3 The Grant Recipient agrees to participate in and assist with promotional activities relating to the Projects that may be instigated and/or organised by JOA, including any press or media activities.

14. ASSETS AND PROCUREMENT

- 14.1 The Grant Recipient agrees to keep and supply upon request receipts and invoices for all purchases worth more than £500.

- 14.2 The Grant Recipient must ensure there is a procurement process in place which demonstrates the highest standards of probity and value for money. At the very minimum any capital items or services, or series of related capital items or services, costing more than £10,000 must be put to competitive tender. If there are good reasons why this would be impossible, written agreement must be obtained beforehand from JOA.

- 14.3 The Grant Recipient undertakes diligently to monitor the condition and use of any assets purchased under this Agreement while this agreement is in force. Any assets purchased for over £100,000 must be monitored for an additional period of at least five years after the termination of this agreement.

- 14.4 Unless otherwise clearly stated in the project outline attached to this agreement as Annexe 1, all assets, equipment, vehicles and supplies paid for by JOA must be transferred as equitably as possible 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.

15. ASSIGNMENT AND SUB-AWARDS

- 15.1 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 Grant Recipient's application (Annexe 1 of this Agreement) and funded in the approved budget.

16. LEGALITY

- 16.1 The Grant Recipient agrees to comply with all applicable laws in Zambia.
- 16.2 The Grant Recipient agrees to comply with all anti-bribery and anti-corruption legislation in force in the UK and Jersey.

17. VIOLENCE, TERRORISM AND MONEY LAUNDERING

- 17.1 The Grant Recipient agrees to ensure that to the best of its knowledge that 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.
- 17.2 The Grant Recipient agrees to ensure that to the best of its knowledge that none of the staff members of any partner organisation related to this project have been involved in money laundering, drug trafficking, terrorism or other criminal activity in any jurisdiction.
- 17.3 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.
- 17.4 Any sub-grants by the Grant Recipient will include equivalent obligations.

18. LIABILITY

- 18.1 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.
- 18.2 JOA cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained 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.
- 18.3 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 Article (18) employees of the Grant Recipient shall be considered thirds parties.

19. INSURANCE

19.1 The Partner must have in place, and maintain throughout the term of the Agreement the appropriate insurance policies to comply with the minimum legal requirement.

20. CONFIDENTIALITY

20.1 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 sub-Partners 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.

21. DATA PROTECTION

21.1 Any data gathered during the delivery of this programme must be managed in accordance with the Data Protection (Jersey) Law, 2005. The information must not be used or disclosed other than for the purposes intended or without the full consent of JOA.

22. NO PARTNERSHIP OR AGENCY

22.1 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.



23. LAW AND JURISDICTION

23.1 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: Carolyn Labey
Position: Chairman
Date:

Signed for and on behalf of the Grant Recipient

Name:
Position:
Date:



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