
STATES OF JERSEY



ASSOCIATION OF JERSEY CHARITIES: SERVICE LEVEL AGREEMENT

**Presented to the States on 13th April 2018
by the Minister for Economic Development, Tourism, Sport and Culture**

STATES GREFFE



Letter of Agreement

This letter constitutes a Service Level Agreement between the Minister for Economic Development, Tourism, Sport and Culture (“EDTSC”) and the Association of Jersey Charities (“AJC”) following the adoption of [P.29/2018](#) by the States Assembly on 22nd March 2018.

It sets out the services that are to be provided, the performance and monitoring arrangements and payment terms. These may be changed or varied during the agreement period, should both parties agree.

This agreement is for a period from the date of execution until the funds are fully distributed, or until 31st December 2018 (whichever is the later).

The main contact person for EDTSC is **Mr. Darren Scott**

The main contact person for the AJC is **the Chair**.

Both organisations may nominate a deputy for the purposes of this Agreement.

Both parties are required to comply with relevant applicable, legal and regulatory requirements, including safeguarding, recruitment practices, health and safety, equal opportunities, confidentiality and data protection, and adherence to professional registration requirements and professional codes of practice.

It is acknowledged that during the period of this agreement the AJC will be restructured and will establish a new trust (AJC Trust), which will assume responsibility for its grant-giving activities; and a new company which will assume responsibility for its development activities. Until such time as this restructure is completed, the AJC will remain a members’ organisation. To the extent that it is lawful to do so, it is acknowledged that AJC may wish to transfer some or all of the unspent lottery proceeds to the AJC Trust.

It is further acknowledged that both the existing incorporated association and the new trust intend to register as charities under the Charities (Jersey) Law 2014.

1. Description of Services

The payment of the net proceeds of the 2017 Channel Islands' Lottery in Jersey is to enable the AJC to deliver the following work programme during the period of this agreement. This work programme is divided into 2 key activities –

(a) Grant-making

i. While it remains a members' organisation, the AJC shall –

allocate lottery proceeds in such proportions as specified in Clause 11 on the basis of need, to voluntary and community sector organisations which are either –

- (a) registered Jersey Charities under the Charities (Jersey) Law 2014;
- (b) members of the Association of Jersey Charities; or
- (c) organisations that are in possession of charitable tax exemptions from the Comptroller of Taxes in Jersey and which the AJC has determined meet appropriate standards of governance appropriate to their activities.

ii. Following the establishment of the AJC Trust, that Trust shall –

enter into a binding and equivalent Letter of Agreement with EDTSC; and

unless otherwise stipulated by EDTSC (at its sole discretion), allocate the remainder of the net proceeds of the 2017 Channel Islands Lottery in Jersey to either –

- (a) registered Jersey Charities under the Charities (Jersey) Law 2014; or
- (b) organisations which were members of the Association of Jersey Charities at the date of establishment of the AJC Trust and which have submitted an application for registration as a Registered Jersey Charity which has not been refused by the Charity Commissioner.

In either case, the AJC or the AJC Trust as appropriate shall –

- i. ensure that lottery proceeds must only be used to support charitable work in Jersey; and
- ii. ensure that applicants address how they will meet the 'How to acknowledge your funding – a guide for funding applicants' guidelines in their applications, and monitor grants awarded to ensure that people engaging with projects do understand that it has been supported by players of the Channel Islands Lottery. The guidelines are a requirement of accessing Lottery proceeds; and

- iii. review, and keep under review, the grant-making criteria and processes to ensure they are fit for purpose; and
- iv. within one month following the signing of this agreement, present a proposal for approval relating to managing the reporting and governance of grants to those charitable organisations specified in 1.(a)i.(c) above.

(b) Development support programme

1. The key activities during the course of this SLA are –
 - i. to formulate a rolling plan, in consultation with the sector, setting out key development objectives and priorities regarding the provision of services by the AJC;
 - ii. to maintain and enhance the training programme focusing on the development and information needs of AJC members, prospective members and other voluntary and community sector organisations in relation to the set-up, governance and management of their charitable organisations; and
2. to continue to work in partnership with and facilitate communication between its members, voluntary and community sector organisations, government, and any other bodies who represent or support charities to assist in the delivery of the preceding clauses at its own discretion.

The aim of the development support programme is to represent, support and upskill the voluntary and community sector, not to champion, campaign or lobby on behalf of specific areas of voluntary and community engagement (e.g. sports, health, homelessness etc.).

The payment of the net proceeds **cannot** be used for any purpose other than delivery of this work programme which, for the avoidance of doubt, includes any associated staff, overhead and support costs, without written agreement.

2. Statutory and regulatory requirements

The AJC will comply with all relevant legislation and codes of practice. This may include, but would not be limited to –

- [Data Protection \(Jersey\) Law 2005](#)
- [Data Protection \(Jersey\) Law 2018](#) (*when brought into force*)
- [Data Protection Authority \(Jersey\) Law 2018](#) (*when brought into force*)
- [Health and Safety at Work \(Jersey\) Law 1989](#)
- [Control of Housing and Work \(Jersey\) Law 2012](#)
- [Charities \(Jersey\) Law 2014](#).

3. Staff and volunteers

The AJC undertakes to operate sound recruitment, selection and vetting procedures, which will include confirmation of Jersey employment/residency status and DBS checks, where appropriate.

The AJC undertakes to provide or allow access to appropriate training and development to ensure that the Committee, staff and volunteers are competent to undertake their duties.

The AJC will ensure that the Committee, staff and volunteers are properly managed and supervised in order to ensure that provision of quality services and in accordance with best practice.

The AJC will ensure that the Committee, staff and volunteers operate in an office or service environment which is suitable for purpose and complies with relevant health and safety standards.

4. Safeguarding

The AJC will ensure that the Committee, staff and volunteers are versed in the safeguarding of vulnerable people, to an extent which is appropriate to the activities of the AJC, and are properly supported should they raise safeguarding concerns. The AJC must ensure that the Committee, staff and volunteers receive awareness training if appropriate to their role and activities.

5. Management and governance

The AJC will ensure that its activities are properly managed, and that there are proper organisational governance arrangements in place to ensure those activities are effective and of good quality. This includes appropriate performance management and review for staff.

The AJC must keep its corporate governance framework up-to-date and provide copies of any updates to the States.

The AJC must operate a complaints procedure and ensure that information on how to complain is available to all stakeholders. That procedure will relate to complaints about matters relating to AJC procedures, criteria etc., but will not relate to complaints about the discretionary elements of grant-making.

In the event that the States of Jersey identifies concerns with the corporate governance framework of the AJC, they can write to the AJC suspending further distribution of lottery proceeds until the concerns are addressed.

6. Performance measures and quality standards: reporting and monitoring

The AJC will collect the following data and performance information and provide this to the EDTSC Department –

- Audited signed accounts for each year of this agreement, within 6 months of the organisation's year end, clearly showing receipt of the net proceeds for the Channel Islands Lottery and all other income and expenditure within that financial year. These accounts will be published as part of the States of Jersey accounts.
- A quarterly report, showing performance against the description of services in section 1 above, including the impact of the grants provided by the AJC and the breakdown of grants distributed between members and non-members, to be delivered to the EDTSC Department within one month of each quarter end.

And –

- Meet formally with States of Jersey representatives at least twice during the period of this agreement.

7. Confidentiality

The AJC will comply with the requirements of the Data Protection (Jersey) Law 2005 (and the Data Protection (Jersey) Law 2018 and Data Protection Authority (Jersey) Law 2018 *when brought into force*) and ensure that all records (paper and electronic) are kept securely, and that the confidentiality of stakeholders is maintained at all times. Any breach or leakage of data or information must be reported to the EDTSC Department.

8. Retention of records and rights of access

The AJC shall keep and maintain, until at least 10 years after the end date of this agreement, full and accurate records relating to the services and grants provided under it, staffing and employment records, together with all payments made, and all expenditure reimbursed, by the States.

The AJC shall, on request, afford the EDTSC Department or their representatives, or the Comptroller and Auditor General, such access to those records as may be required in connection with the Agreement, and shall co-operate fully with respect to any reasonable request, and shall respond in a timely manner to any questions raised.

9. Insurance

The AJC will secure and maintain appropriate insurances, which should include – employer’s liability (to include volunteers as appropriate); public liability; professional indemnity (where appropriate); and premises. The AJC is responsible for ensuring that they have adequate insurance cover to meet any claims arising from the provision of its services and from accident or negligence.

10. Review of Agreement and Termination

This agreement will be subject to a formal annual review and at any point up until its end date. If, within the term of the agreement, changes are identified affecting the nature or scope of services, these will be jointly agreed between the EDTSC Department, in consultation with the Chief Minister’s Department, and the AJC, with an implementation timescale to be agreed between the parties.

11. Payment and allocation

- (i) With regard to the £125,000 allocated to the AJC from the net proceeds of the Channel Islands Lottery in Jersey from 2016 which remains undistributed, this sum shall be utilised for grants to organisations in 1.(a)i.(a) and 1.(a)i.(c) above.
- (ii) The payment of the net proceeds of the Channel Islands Lottery in Jersey from 2017 will be paid in one instalment of £1,399,097.

At least £1 million shall be utilised in making grants to organisations in 1.(a)i.(b) or 1.(a)ii. above.

The amount in excess of £1 million may be utilised by the AJC or the AJC Trust, in its or their absolute discretion, for the funding of the development work programme in section 1.(b), or may be utilised in making grants to organisations in 1.(a)i.(b) or 1.(a)ii. above.

Payment cannot be made until EDTSC have received 2 signed copies of this Letter of Agreement.

There will be no top-up or any other grant payments made under this agreement. There can be no confirmation that any further payment of the net proceeds of the Channel Islands’ Lottery in Jersey will be made after payment of the 2017 proceeds. For the avoidance of doubt, the parties agree that any non-compliance with this Letter of Agreement may be taken into account by the EDTSC Department (at its sole discretion) in the assessment of any future payment.

12. Signatures

Signed on behalf of the Association of Jersey Charities:

Liz Le Poidevin
Chair

Date

Signed on behalf of the Minister for Economic Development, Tourism, Sport and Culture:

Deputy M.J. Norton of St. Brelade
Assistant Minister

Date