



Department for  
**Communities**

---

An Roinn  
**Pobal**

---

Deapartment fur  
**Commonities**

---

[www.communities-ni.gov.uk](http://www.communities-ni.gov.uk)

# **JOBSTART SCHEME TERMS AND CONDITIONS FOR EMPLOYERS**

## **TABLE OF CONTENTS**

1. INTRODUCTION .....	2
2. DEFINITIONS AND INTERPRETATION .....	2
3. DURATION AND PURPOSE OF THE FUNDING .....	3
4. PAYMENT OF FUNDING .....	4
5. ELIGIBLE AND INELIGIBLE EXPENDITURE .....	5
6. FUNDING REVIEW .....	7
7. MONITORING AND REPORTING .....	8
8. AUDITING AND ASSURANCE .....	8
9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, FRAUD AND OTHER IRREGULARITY .....	9
10. CONFLICTS OF INTEREST .....	10
11. CONFIDENTIALITY .....	10
12. TRANSPARENCY .....	11
13. STATUTORY DUTIES.....	11
14. DATA PROTECTION .....	12
15. INTELLECTUAL PROPERTY RIGHTS.....	14
16. INSURANCE .....	14
17. ASSIGNMENT.....	14
18. LOSSES, GIFTS AND SPECIAL PAYMENTS .....	14
19. PUBLICITY .....	15
20. EVALUATION.....	15
21. CHANGES TO DfC'S REQUIREMENTS .....	16
22. CLAWBACK, EVENTS OF DEFAULT AND TERMINATION .....	16
23. DISPUTE RESOLUTION.....	19
24. LIMITATION OF LIABILITY .....	20
25. VAT.....	20
26. NOTICES.....	20
27. GOVERNING LAW .....	21
ANNEX 1 – DEFINITIONS.....	22
ANNEX 2 – THE FUNDED ACTIVITIES.....	27
ANNEX 3 – PAYMENT SCHEDULE .....	29
ANNEX 4 – AGREED OUTPUTS .....	31
ANNEX 5 – FUNDING CRITERIA .....	32

## 1. INTRODUCTION

- 1.1. DfC has created the JobStart Scheme which allows employers to bid for funding to create new jobs for the public benefit based on Eligibility Criteria specified by DfC (**JobStart Scheme**). The Funding Recipient was successful in that process and DfC has awarded it Funding to support the Funding Recipient in providing jobs for 16–24-year-olds who are unemployed and referred by DfC.
- 1.2. This Funding Agreement sets out the terms and conditions which apply to the Funding Recipient receiving the Funding from DfC. DfC and the Funding Recipient have agreed that DfC will provide the Funding up to the Maximum Sum per Participant as long as the Funding Recipient uses the Funding in accordance with this Funding Agreement and otherwise complies with its terms.
- 1.3. DfC makes the Funding to the Funding Recipient on the basis of the Funding Recipient's application for the JobStart Scheme.
- 1.4. The Parties confirm that it is their intention to be legally bound by this Funding Agreement. The Parties further acknowledge and agree that the Funding is not being allocated by DfC as consideration for the provision of services to DfC.

## 2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Funding Agreement, unless the context otherwise requires, capitalised terms have the meanings given in Annex 1 (Definitions) or the Funding Letter of Offer.
- 2.2. In this Funding Agreement, unless the context otherwise requires:
  - (1) the singular includes the plural and vice versa
  - (2) reference to a gender includes the other gender and the neuter
  - (3) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Government Body
  - (4) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time
  - (5) any reference which immediately before Exit Day (as defined in the European Union (Withdrawal) Act 2018 (**EUWA**)) was a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (**EU References**) which is to form part of domestic law by application of section 3 of the EUWA shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the EUWA as modified by domestic law from time to time

- (6) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation"
- (7) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly
- (8) references to "representations" will be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under this Funding Agreement
- (9) references to "clauses" are, unless otherwise provided, references to the clauses of these Conditions; and
- (10) the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions

2.3. Where there is any conflict between the documents that make up this Funding Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- 2.3.1. the Funding Letter of Offer
- 2.3.2. the main body of the Conditions;
- 2.3.3. the Annexes to the Conditions; and
- 2.3.4. any other documents incorporated by reference in, or developed in accordance with, this Funding Agreement.

### **3. DURATION AND PURPOSE OF THE FUNDING**

- 3.1. This Funding Agreement will start on the Commencement Date and continue for the duration of the Funding Period unless terminated earlier in accordance with its terms.
- 3.2. The Funding is being provided to help the Funding Recipient create new jobs, for the public benefit, for young people at risk of long-term unemployment.
- 3.3. The Funding Recipient shall use the Funding solely for the delivery of the Funded Activities. The Funding Recipient must not, without the prior written consent of DfC, make any changes to the Funded Activities.
- 3.4. The provision of the Funding is subject to the proper discharge of DfC's duties, and the exercise of its discretions, as a Government Body.
- 3.5. DfC may at its entire discretion vary the Funding and the terms and conditions of this Funding Agreement (including increasing or decreasing the Funding, removing Funded Activities from the Funding or changing the payment schedule) for any reason. Any

variation made under this clause 3.5 will not take effect until notified by DfC to the Funding Recipient in writing.

#### **4. PAYMENT OF FUNDING**

- 4.1. Subject to the other terms of this Funding Agreement, DfC shall pay the Funding Recipient an amount not exceeding the Maximum Sum per Participant. The actual amount of the Funding to be paid to the Funding Recipient will be determined by the Eligible Expenditure incurred by the Funding Recipient during the Funding Period.
- 4.2. The Funding is a contribution only. The Funding Recipient is responsible for sourcing or providing the resources required for the Funded Activities. The Maximum Sum per Participant will not be increased in the event of any overspend by the Funding Recipient in its delivery of the Funded Activities.
- 4.3. DfC will only pay the Funding to the Funding Recipient in respect of Eligible Expenditure incurred by the Funding Recipient to deliver the Funded Activities. DfC will not make any Funding payment until it is satisfied that the Funding Recipient has paid for and delivered the Funded Activities or provided sufficient assurance that the Funding will be used for Eligible Expenditure only.
- 4.4. The Funding Recipient may request payment of the first Funding instalment once the Participant has started working with the Funding Recipient. The Funding Recipient will provide any information or documentation prescribed by DfC from time to time to evidence that the Participant has started and continues in work with the Funding Recipient as part of the JobStart Scheme. Payment of the first Funding instalment will be made following receipt by DfC of a request for payment and confirmation to DfC's satisfaction that the Participant has started employment with the Funding Recipient.
- 4.5. DfC will provide funding for Participant wage costs in accordance with the payment schedule in Annex 3.
- 4.6. Without prejudice to DfC's other rights, DfC may at any time suspend payment of the Funding and/or terminate this Funding Agreement by written notice to the Funding Recipient in circumstances where DfC is for any reason unable or not permitted to provide the funds.
- 4.7. DfC will have no liability to the Funding Recipient for any Losses caused by a delay in the payment of the Funding howsoever arising.
- 4.8. The Funding Recipient will provide DfC with any evidence requested by DfC of the costs/payments classified as Eligible Expenditure in clause 5.2.
- 4.9. The Funding Recipient agrees that:
  - 4.9.1. it will not apply for or obtain Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Funding; and

4.9.2. DfC may exercise its rights under clause 22.3 and/or refer the Funding Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities.

- 4.10. The Funding Recipient shall promptly notify and repay immediately to DfC any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes situations where the Funding Recipient is paid in error before it has complied with its obligations under this Funding Agreement. If the Funding Recipient fails to repay the due sum immediately or within any other timeframe specified by DfC, the sum may be recoverable as a debt.
- 4.11. The Funding Recipient will be the sole recipient of the Funding. The Funding Recipient shall be responsible for managing the Funding as between itself and any Third Parties involved in performing the Funded Activities. This includes securing the re-payment of the Funding if requested by DfC in accordance with this Funding Agreement.
- 4.12. Wherever under this Funding Agreement any sum of money is recoverable from or payable by the Funding Recipient, DfC may unilaterally deduct that sum from any sum then due, or which at any later time may become due, to the Funding Recipient under this Funding Agreement or under any other agreement or contract with DfC.

## **5. ELIGIBLE AND INELIGIBLE EXPENDITURE**

- 5.1. DfC will only pay the Funding in respect of Eligible Expenditure incurred by the Funding Recipient to deliver the Funded Activities and the Funding Recipient will use the Funding solely for delivery of the Funded Activities.
- 5.2. The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:
- 5.2.1. set up costs for IT equipment and software licences, administration and management time and support with helping Participants develop work skills and experience (employability support)
  - 5.2.2. any uniform, equipment and Personal Protective Equipment as required; and
  - 5.2.3. payment of the relevant National Minimum Wage (or the National Living Wage depending on the age of the Participant) for 25 hours a week of work for 6-months by each Participant, plus the associated employer National Insurance contributions and employer minimum automatic enrolment contributions.

‘Employability support’ may include on-the-job training, work search support, skills development, mentoring, careers advice and other related support to help Participants find sustained employment after they have completed the JobStart Scheme.

Eligible Expenditure also includes fees charged or to be charged to the Funding Recipient by external auditors/accountants for reporting/certifying that the Funding paid was applied for its intended purposes.

- 5.3. The Funding Recipient may make additional wage payments and pension contributions to the Participant above the amount described in clause 5.2.3. Any such additional payments are not supported by the Funding and are not Eligible Expenditure of the funds.
- 5.4. The Funding Recipient must not use any Government funding provided for a different purpose to fund JobStart Scheme activities in conjunction with JobStart Scheme Funding payments.
- 5.5. If the Funding Recipient is party to any contract for goods, works or services or any funding agreement (other than this Funding Agreement) with any Government Body, whether national, local or devolved, the Funding Recipient must not use JobStart Scheme Funding payments to replace or duplicate the funding provided by that Government Body for the purpose of that contract or funding agreement.
- 5.6. DfC may, from time to time, issue further guidance to the Funding Recipient on what constitutes Eligible Expenditure.
- 5.7. The Funding Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure (the list below does not override activities which are deemed eligible in these Conditions):
  - 5.7.1. paid for lobbying, which means using the Funding to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity or attempting to influence legislative or regulatory action
  - 5.7.2. using the Funding to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Funding
  - 5.7.3. using the Funding to petition for additional funding
  - 5.7.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy
  - 5.7.5. input VAT reclaimable by the Funding Recipient from HMRC
  - 5.7.6. payments for activities of a political or exclusively religious nature; and
  - 5.7.7. payments reimbursed or to be reimbursed by other public or private sector grants
- 5.8. Other examples of expenditure, which are prohibited, include the following:
  - 5.8.1. contributions in kind
  - 5.8.2. interest payments or service charge payments for finance leases
  - 5.8.3. gifts

- 5.8.4. statutory fines, criminal fines or penalties, civil penalties, damages or any associated legal costs
- 5.8.5. payments for works or activities which the Funding Recipient or any associated entity has a statutory duty to undertake or that are fully funded by other sources
- 5.8.6. bad debts to related parties
- 5.8.7. payments for unfair dismissal or other compensation
- 5.8.8. advertising, communications, consultancy or marketing spend
- 5.8.9. depreciation, amortisation or impairment of assets owned by the Funding Recipient
- 5.8.10. the acquisition or improvement by the Funding Recipient of any land, buildings, plant, equipment or any other assets; and
- 5.8.11. liabilities incurred before the commencement of this Funding Agreement unless agreed in writing by DfC

## **6. FUNDING REVIEW**

- 6.1. DfC will review the Funding during the Funding Period. DfC will take into account the Funding Recipient's delivery of the Funded Activities against the agreed outputs set out in Annex 4.
- 6.2. Each review may result in DfC deciding that:
  - 6.2.1. the Funded Activities and this Funding Agreement should continue in line with existing plans
  - 6.2.2. there should be an increase or decrease in the Funding and the number of Participants supported for the remainder of the Funding Period
  - 6.2.3. the outputs should be re-defined and agreed
  - 6.2.4. the Funding Recipient should carry out remedial activity to improve delivery of the Funded Activities
  - 6.2.5. the Funding be terminated in accordance with clause 22 of these Conditions; and/or
  - 6.2.6. any other action deemed reasonable in the circumstances should be taken
- 6.3. If the Funding Recipient is required to carry out remedial activity pursuant to clause 6.2.4, the Funding Recipient will submit a plan to DfC setting out the steps it proposes to take to rectify the areas identified by DfC and the timetable for taking those steps.
- 6.4. The Funding Recipient may make representations to DfC regarding DfC's decision under clause 6.2. DfC is not obliged to take such representations into account when making its decision as any such decision will be final and at DfC's absolute discretion.



## **7. MONITORING AND REPORTING**

- 7.1. The Funding Recipient shall closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved. The Funding Recipient shall provide DfC with all reasonable assistance and co-operation to establish if the Funding Recipient has used the Funding in accordance with this Funding Agreement.
- 7.2. The Funding Recipient shall notify DfC as soon as possible if a Participant ceases or will cease to be engaged by the Funding Recipient at any point during his or her JobStart Scheme job with the Funding Recipient.
- 7.3. The Funding Recipient will permit any person authorised by DfC reasonable access, with or without notice, to its employees, agents, premises and facilities for the purpose of discussing, monitoring and evaluating the Funding Recipient's fulfilment of its obligations under this Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- 7.4. The Funding Recipient will notify DfC as soon as possible and in any event within two (2) Working Days of:
  - 7.4.1. any actual or potential failure to comply with any of its obligations under this Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; or
  - 7.4.2. any event which materially affects the continued accuracy of information contained in its Funding application
- 7.5. The Funding Recipient acknowledges and agrees that any data it provided pursuant to an application for the Funding, or provides under this Funding Agreement, may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

## **8. AUDITING AND ASSURANCE**

- 8.1. DfC may request, and the Funding Recipient will provide, independent assurance that the Funding has been used for delivery of the Funded Activities. To satisfy this requirement, the Funding Recipient will provide a report from an independent and appropriately qualified auditor certifying whether the Funding paid to the Funding Recipient was applied in accordance with this Funding Agreement.
- 8.2. DfC may, at any time during and up to seven years after the end of this Funding Agreement, conduct audits and reviews of the delivery and performance of the Funded

Activities and / or request additional information related to the Funded Activities or the performance of this Funding Agreement where DfC considers it necessary. The Funding Recipient agrees to grant DfC and its Representatives full access, as required, to all Funded Activities' sites, accounts and relevant records. DfC may take copies of such accounts and records.

- 8.3. If DfC reasonably requires further information, explanations and documents in order for DfC to establish that the Funding has been used properly in accordance with this Funding Agreement, the Funding Recipient will, within 5 Working Days of a request by DfC, provide DfC free of charge, with the requested information, explanations and documents.
- 8.4. The Funding Recipient shall keep accurate and up-to-date accounts and records of the receipt and expenditure of the Funding monies received by it. The Funding Recipient shall retain all invoices, receipts, accounting records and any other documentation (including correspondence) relating to the Eligible Expenditure and income generated by the Funded Activities during the Funding Period and for a period of seven years from the date on which the Funding Period ends.
- 8.5. Where the Funding Recipient is a company registered at Companies House, the Funding Recipient must file its annual return and accounts by the dates specified by Companies House.
- 8.6. Where the Funding Recipient is a registered charity, the Funding Recipient must file its charity annual return by the date specified by the Charity Commission for Northern Ireland.

## **9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, FRAUD AND OTHER IRREGULARITY**

- 9.1. The Funding Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including the Bribery Act.
- 9.2. The Funding Recipient must have a sound administration and audit process, including internal financial controls, to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety or mismanagement in connection with the administration of the Funding. The Funding Recipient must be able to demonstrate that its systems of financial and manpower control, management and organisation will enable the Funding Recipient to carry out the Funded Activities and meet the objectives of this Funding Agreement.
- 9.3. The Parties agree that each will have a zero-tolerance approach towards financial irregularity that may lead to the misuse of the Funding and the Funding Recipient shall provide any assistance required by DfC to recover such funds.
- 9.4. In the event of any credible indication(s) that Funds may have been subject to financial irregularity, DfC may, at any time during the Funding Period and up to seven years after

it, arrange for additional investigations, on-the spot checks and/or inspections to be carried out. These may be carried out by DfC or any of its duly authorised representatives (including Third Parties).

- 9.5. The Funding Recipient must notify DfC of all cases of fraud, theft or financial irregularity (whether proven or suspected) relating to the Funded Activities as soon as they are identified. The Funding Recipient shall explain to DfC what steps are being taken to investigate the irregularity, keep DfC informed about the progress of any such investigation and assist DfC in any investigations it initiates. DfC may request that the matter be referred (which the Funding Recipient is obliged to carry out) to external auditors or another Third Party as required.
- 9.6. DfC will have the right, at its absolute discretion, to insist that the Funding Recipient addresses any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Funding to the Funding Recipient. Any grounds for suspecting financial irregularity include what the Funding Recipient, acting with due care, should have suspected as well as what is actually proven.
- 9.7. The Funding Recipient agrees and accepts that it may become ineligible for Funding support and may be required to repay all or part of the Funding if it engages in tax evasion or aggressive tax avoidance in the opinion of Her Majesty's Revenue and Customs.
- 9.8. For the purposes of this clause 9, "financial irregularity" includes potential or actual fraud, corruption, money-laundering or other impropriety, mismanagement, and the use of the Funding for any purpose other than those stipulated in this Funding Agreement. The Funding Recipient may be required to provide statements and evidence to DfC or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

## **10. CONFLICTS OF INTEREST**

- 10.1. Neither the Funding Recipient nor any of its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of its / their obligations in relation to this Funding Agreement.
- 10.2. The Funding Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

## **11. CONFIDENTIALITY**

- 11.1. Except to the extent set out in this clause 11 or where disclosure is expressly permitted, the Funding Recipient shall treat all Confidential Information belonging to DfC as confidential and shall not disclose any Confidential Information belonging to DfC to any other person without the prior written consent of DfC, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the

information (**Permitted Recipients**). The Funding Recipient shall ensure that its Permitted Recipients are aware of and comply with the Funding Recipient's obligations as to confidentiality in this Funding Agreement.

- 11.2. The Funding Recipient shall not, and shall procure that its Permitted Recipients do not, use any of DfC's Confidential Information received otherwise than for the purposes of the provision of the Funded Activities.
- 11.3. The Funding Recipient gives its consent for DfC to publish this Funding Agreement in any medium in its entirety (but with any information which is Confidential Information of DfC or the Funding Recipient redacted), including from time to time agreed changes to this Funding Agreement.
- 11.4. Nothing in this clause 11 shall prevent DfC disclosing any Confidential Information obtained from the Funding Recipient:
  - 11.4.1. for the purpose of the examination and certification of DfC's accounts or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which DfC has used its resources
  - 11.4.2. to any government department, consultant, contractor or other person engaged by DfC, provided that DfC only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate; or
  - 11.4.3. where disclosure is required by Law, including under the Information Acts
- 11.5. Nothing in this clause 11 shall prevent either Party from using any techniques, ideas or know-how gained under this Funding Agreement in the course of its normal business, to the extent that this does not result in an unauthorised disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

## **12. TRANSPARENCY**

- 12.1. DfC and the Funding Recipient each acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of this Funding Agreement is not confidential.

## **13. STATUTORY DUTIES**

- 13.1. The Funding Recipient shall carry out its obligations in accordance with all applicable Law, including all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise), employment law, the Information Acts, section 75 of the Northern Ireland Act 1998 and the HRA.

- 13.2. Where requested by DfC, the Funding Recipient will provide reasonable assistance and cooperation to enable DfC to comply with its information disclosure obligations under the Information Acts.
- 13.3. The Funding Recipient acknowledges that DfC, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Funding Recipient and this Funding Agreement without consulting the Funding Recipient.
- 13.4. DfC will take reasonable steps to notify the Funding Recipient of a request for information that directly relates to the Funding Recipient's operations, to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in this Funding Agreement, DfC will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.
- 13.5. The Funding Recipient will notify DfC of any change to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its staff, officers or volunteers.

## **14. DATA PROTECTION**

- 14.1. The Parties acknowledge that, for the purpose of Data Protection Legislation, the Funding Recipient is the Controller of any Personal Data processed by it pursuant to the Funded Activities. To the extent that the Funding Recipient and DfC share any Personal Data for the purposes specified in clause 14.4, the Parties acknowledge that they are each separate independent Controllers in respect of such data.
- 14.2. The Funding Recipient shall (and shall procure that its Representatives shall) adhere to all applicable provisions of the Data Protection Legislation and not put DfC in breach of the Data Protection Legislation.
- 14.3. On request from DfC, the Funding Recipient will provide DfC with all such relevant documents and information relating to the Funding Recipient's data protection policies and procedures as DfC may reasonably require.
- 14.4. The Funding Recipient agrees that DfC and its Representatives may use Personal Data which the Funding Recipient provides about its staff (including Participants), clients, suppliers and partners involved in the Funded Activities to exercise DfC's rights under this Funding Agreement and / or to administer the Funding or associated activities. Furthermore, DfC agrees that the Funding Recipient and its Representatives may use Personal Data which DfC provides about (i) DfC staff involved in the Funded Activities to manage its relationship and communicate with DfC, and (ii) candidates for JobStart

Scheme job vacancies with the Funding Recipient for the purpose of reviewing applications and contacting them for interviews or further information.

- 14.5. DfC and the Funding Recipient shall each ensure that:
- (a) the provision of Personal Data to the other Party is in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and
  - (b) it only shares Personal Data with the other Party to the extent required in connection with the Funded Activities and this Funding Agreement
- 14.6 Where a Party (the **Data Receiving Party**) receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data shared pursuant to this Funding Agreement:
- 14.6.1 the other Party shall provide any information and/or assistance as reasonably requested by the Data Receiving Party to help it respond to the request or correspondence, at the Data Receiving Party's cost; or
- 14.6.2 where the request or correspondence is directed to the other Party and/or relates to the other Party's Processing of Personal Data, the Data Receiving Party will:
- (a) promptly, and in any event within three (3) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
  - (b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation
- 14.7 Each Party shall notify the other Party within 24 hours of becoming aware of any Personal Data Breach (as defined in the GDPR) relating to Personal Data provided by the other Party pursuant to this Funding Agreement and shall:
- 14.7.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach
- 14.7.2 implement any measures necessary to restore the security of any compromised Personal Data
- 14.7.3 work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
- 14.7.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law
- 14.8 Without limiting any other provision of this clause 14, each Party shall, on request, provide such information and assistance as is reasonably requested by the other Party

to assist the other Party in complying with the Data Protection Legislation in respect of the Personal Data.

- 14.9 DfC and the Funding Recipient shall not retain or process Personal Data for longer than is necessary to perform the respective obligations under this Funding Agreement.

## **15. INTELLECTUAL PROPERTY RIGHTS**

- 15.1. Intellectual Property Rights in all IPR Material will be the property of the Funding Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 15.2. The Funding Recipient grants to DfC a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable and worldwide licence to use all the IPR Material for the purpose of supporting the JobStart Scheme and other projects.

## **16. INSURANCE**

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

## **17. ASSIGNMENT**

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

## **18. LOSSES, GIFTS AND SPECIAL PAYMENTS**

- 18.1. The Funding Recipient must obtain prior written consent from DfC before:
- 18.1.1. writing off any debts or liabilities

- 18.1.2. offering to make any Special Payments; and
- 18.1.3. giving any gifts

in connection with this Funding Agreement.

- 18.2. The Funding Recipient will keep a record of all gifts, both given and received, in connection with the Funding or any Funded Activities.

## **19. PUBLICITY**

- 19.1. The Funding Recipient gives consent to DfC to publicise in the press or any other medium the Funding and details of the Funded Activities using any information gathered from the Funding Recipient's initial Funding application or any information or reports submitted to DfC under this Funding Agreement.
- 19.2. The Funding Recipient will comply with all reasonable requests from DfC to facilitate visits, provide reports, statistics, photographs and case studies that will assist DfC in its promotional and fundraising activities relating to the Funded Activities.
- 19.3. DfC consents to the Funding Recipient carrying out any reasonable publicity about the Funding and the Funded Activities as required, from time to time.
- 19.4. Any publicity material for the Funded Activities must refer to the programme under which the Funding was awarded and must feature DfC's logo. If a Third Party wishes to use DfC's logo, the Funding Recipient must first seek permission from DfC.
- 19.5. The Funding Recipient will acknowledge the support of DfC in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by DfC) will include DfC's name and logo (or any future name or logo adopted by DfC) using the templates provided by DfC from time to time.
- 19.6. In using DfC's name and logo, the Funding Recipient will comply with all reasonable branding guidelines issued by DfC from time to time.

## **20. EVALUATION**

DfC may itself or through a Third Party undertake research and evaluation exercises of the Funded Activities and the JobStart Scheme generally. The Funding Recipient shall, during and after the Funding Period, cooperate with DfC and/or any Third Party by responding to requests for information, surveys and questionnaires and by providing access to its employees, customers and contractors as may be required by DfC and/or the selected Third Party. The results of any research and evaluation will be handled in such a way that they do not identify individual respondents, unless permitted by Data Protection Legislation.



## **21. CHANGES TO DfC'S REQUIREMENTS**

- 21.1. DfC will notify the Funding Recipient of any changes to the Funded Activities supported by the Funding.
- 21.2. The Funding Recipient will endeavour to accommodate any changes to DfC's needs and requirements under this Funding Agreement. Where the Funding Recipient fails to implement the required changes, DfC reserves the right to withhold or suspend Funding payments or terminate this Funding Agreement.

## **22. CLAWBACK, EVENTS OF DEFAULT AND TERMINATION**

### **Events of Default**

- 22.1. DfC may exercise its rights set out in clause 22.3 if any of the following events occur:
  - 22.1.1. the Funding Recipient uses the Funding for a purpose other than the Funded Activities
  - 22.1.2. the Funding Recipient fails to comply with any of its obligations under this Funding Agreement and the failure is material in the opinion of DfC
  - 22.1.3. the Funding Recipient uses the Funding for Ineligible Expenditure
  - 22.1.4. the Funding Recipient fails, in DfC's opinion, to make satisfactory progress with the Funded Activities and, in particular, with meeting the agreed outputs set out in Annex 4
  - 22.1.5. the Funding Recipient fails to (i) submit an adequate remedial action plan to DfC after being requested to do so under clause 6.2.4 or (ii) improve delivery of the Funded Activities in accordance with the remedial action plan approved by DfC
  - 22.1.6. the Funding Recipient is, in the opinion of DfC, delivering the Funded Activities in a negligent manner (in this context negligence includes failing to prevent or report actual or anticipated fraud or corruption)
  - 22.1.7. the Funding Recipient fails to declare Duplicate Funding
  - 22.1.8. the Funding Recipient receives funding from a Third Party which, in the opinion of DfC, undertakes activities that are likely to bring the reputation of the Funded Activities or DfC into disrepute
  - 22.1.9. the Funding Recipient provides DfC with any materially misleading or inaccurate information and/or any of the information provided in its application or in any

subsequent supporting correspondence is found to be incorrect or incomplete to an extent which DfC considers to be significant

- 22.1.10. the Funding Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to DfC, whether committed by the Funding Recipient, any of its Representatives or a Third Party, as soon as it becomes aware of it
- 22.1.11. DfC determines that the Funding Recipient or any of its Representatives has:
  - (i) acted dishonestly or negligently at any time during the term of this Funding Agreement and to the detriment of DfC
  - (ii) taken any actions which unfairly bring or are likely to unfairly bring DfC's name or reputation and/or DfC into disrepute. Actions include omissions in this context
  - (iii) transferred, assigned or novated the Funding to any Third Party without DfC's consent; or
  - (iv) failed to act in accordance with the Law, howsoever arising, including incurring expenditure on unlawful activities
- 22.1.12. the Funding Recipient ceases to operate for any reason or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation)
- 22.1.13. the Funding Recipient becomes insolvent as defined by Article 103 of the Insolvency (NI) Order 1989, or it is declared bankrupt or 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
- 22.1.14. the European Commission (or a Domestic Successor) or the Court of Justice of the European Union (or Domestic Successor) requires any Funding paid to be recovered by reason of a breach of State Aid Law
- 22.1.15. The Funding Recipient undergoes a Change of Control which DfC, acting reasonably, considers:
  - 22.1.15.1. will be materially detrimental to the Funded Activities; or
  - 22.1.15.2. will result in the new body corporate being unable to receive the Funding because it does not meet the Eligibility Criteria used to award the Funding to the Funding Recipient
- 22.2. Where DfC determines that an Event of Default has or may have occurred, DfC shall notify the Funding Recipient to that effect in writing, setting out any relevant details of the failure to comply with this Funding Agreement or pertaining to the Event of Default and details of any action that DfC intends to take or has taken.

## **Rights reserved for DfC in relation to an Event of Default**

- 22.3. Where DfC determines that an Event of Default has or may have occurred, DfC may take any one or more of the following actions:
- 22.3.1. suspend or terminate the payment of the Funding for such period as DfC shall determine
  - 22.3.2. reduce the amount of Funding in which case the payment of the Funding shall thereafter be made in accordance with the reduction and notified to the Funding Recipient
  - 22.3.3. require the Funding Recipient to repay to DfC the whole or any part of the amount of the Funding previously paid to the Funding Recipient. Such sums may be recovered as a debt
  - 22.3.4. give the Funding Recipient an opportunity to remedy the Event of Default (if DfC considers it remediable) in accordance with the procedure set out in clause 22.5;
  - 22.3.5. terminate this Funding Agreement; and/or
  - 22.3.6. exclude the Funding Recipient from any future participation in the JobStart Scheme
- 22.4. If the Funding Recipient fails to perform any of its obligations under this Funding Agreement (other than a material failure), DfC may serve a notice on the Funding Recipient requiring remedial action to be taken within a period as specified by DfC (such period not more than 20 Working Days). If the failure is not remedied within the period specified by DfC, the failure to remedy will amount to a material failure for the purposes of clause 22.1.2.

## **Opportunity for the Funding Recipient to remedy an Event of Default**

- 22.5. Where the Funding Recipient is provided with an opportunity to remedy an Event of Default in accordance with clause 22.3.4, DfC will notify the Funding Recipient of the Event of Default, how it must be resolved and the timescales for its resolution. If the Event of Default has not been resolved after the Funding Recipient has been given an opportunity to remedy it to the reasonable satisfaction of DfC, DfC may immediately exercise any other right(s) in clause 22.3.
- 22.6. DfC shall not by reason of the occurrence of an Event of Default which is, in the opinion of DfC, capable of remedy, exercise its rights under either clause 22.3.3 or 22.3.522.3.4 unless the Funding Recipient has failed to rectify the default to the reasonable satisfaction of DfC.

## **General Termination rights**

- 22.7. Notwithstanding DfC's right to terminate this Funding Agreement pursuant to clause 22.3 above, either Party may terminate this Funding Agreement at any time by giving written notice to the other Party. The notice period will end when all existing JobStart Scheme engagements of Participants at the time notice is given have finished. No further new JobStart Scheme job placements will begin once notice has been served.

22.8. In the event of a change of government or in policy direction, this Funding Agreement may be terminated by DfC with immediate effect by notice in writing (such notice period as DfC determines will be reasonable in all the circumstances).

### **General Termination provisions**

22.9. DfC will not be liable to pay any of the Funding Recipient's costs or those of any supplier of the Funding Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

22.10. The Funding Recipient shall, upon written request by DfC and in any event on termination of this Funding Agreement, return to DfC all of its data, documents and other materials in the possession or control of the Funding Recipient.

22.11. Termination or expiry of this Funding Agreement shall be without prejudice to any rights or remedies accrued under it prior to termination or expiry and nothing in this Funding Agreement shall prejudice the right of either Party to recover any amount outstanding at termination or expiry.

22.12. Any provision of this Funding Agreement that expressly or by implication is intended to come into or continue in force on or after the expiry or termination of this Funding Agreement shall survive such expiry or termination and continue in full force and effect.

### **Change of Control**

22.13. The Funding Recipient shall notify DfC immediately in writing as soon as the Funding Recipient is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.

22.14. The Funding Recipient shall ensure that any notification made pursuant to clause 22.13 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

22.15. Following notification of a Change of Control, DfC shall be entitled to exercise its rights under clauses 22.1.16 and 22.3 providing the Funding Recipient with notification of its proposed action in writing within three (3) months of:

- (i) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- (i) where no notification has been made, the date that DfC becomes aware that a Change of Control is anticipated or is in contemplation or has occurred

22.16. DfC shall not be entitled to terminate where an approval was granted prior to the Change of Control.

## **23. DISPUTE RESOLUTION**

- 23.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the term of this Funding Agreement.
- 23.2. All disputes and complaints (except for those which relate to DfC's right to withhold funds or terminate this Funding Agreement) shall be referred in the first instance to DfC's Funding Manager and the Funding Recipient's JobStart Representative.
- 23.3. If the dispute cannot be resolved between the Funding Manager and the JobStart Representative within a maximum of 14 days of the referral, the matter will be escalated to a formal meeting between a senior officer of each Party.

## **24. LIMITATION OF LIABILITY**

- 24.1. DfC accepts no liability for any consequences, whether direct or indirect, that may come about from the Funding Recipient delivering/running the Funded Activities, the use of the Funding or from withdrawal, withholding or suspension of the Funding.
- 24.2. The Funding Recipient shall indemnify and hold harmless DfC and its Representatives against all actions, claims, charges, demands, proceedings and Losses suffered or incurred by DfC or any of its Representatives arising out of or in connection with (i) any act(s) or omission(s) of the Funding Recipient in relation to the Funded Activities; (ii) the non-fulfilment of any obligations of the Funding Recipient under this Funding Agreement, or (iii) the performance or non-performance of any obligation of the Funding Recipient to any Third Party.
- 24.3. Save in respect of any liabilities that cannot be lawfully limited, DfC's liability under this Funding Agreement is limited to the amount of the Funding outstanding.

## **25. VAT**

- 25.1. The Funding is not consideration for any taxable supply for VAT purposes.
- 25.2. If VAT is held to be chargeable in respect of this Funding Agreement, all payments shall be deemed to be inclusive of VAT and DfC shall not be obliged to pay any additional amount by way of VAT.

## **26. NOTICES**

All notices and other communications in relation to this Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant Party as stated in the Funding Letter of Offer or otherwise notified in writing. All notices and other communications must be marked for the attention of the Funding Manager (for notices

to DfC) or the JobStart Representative (for notices to the Funding Recipient). If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

## **27. GOVERNING LAW**

This Funding Agreement will be governed by and construed in accordance with the laws of Northern Ireland and the Parties irrevocably submit to the exclusive jurisdiction of the Northern Irish courts.

## ANNEX 1 – DEFINITIONS

The following expressions have the meanings set out below:

**Annex** means the annexes attached to these Conditions which form part of this Funding Agreement;

**Bribery Act** means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation

**Change of Control** means the sale of all or substantially all of the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transactions

**Commencement Date** means the date on which this Funding Agreement comes into effect, which shall be the date on which DfC receives a signed copy of the Funding Letter of Offer completed to its satisfaction

**Confidential Information** means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of this Funding Agreement, including:

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

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of clause 11 of these Conditions)
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the disclosing Party's Confidential Information.

**Controller and Data Subject** take the meanings given in the GDPR;

**Data Protection Legislation** means (i) the GDPR and any applicable implementing Law as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and (iii) all applicable Law relating to the processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended, supplemented or substituted from time to time;

**DfC** means the Department for Communities;

**DfC Personal Data** means any Personal Data supplied for the purposes of, or in connection with, this Funding Agreement by DfC to the Funding Recipient;

**Domestic Law** means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directive or requirement of any regulatory body, or delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;

**Domestic Successor** means, as the context requires, either:

- (a) a body that takes over the functions of the European Commission in the United Kingdom after its withdrawal from the European Union; or
- (b) the relevant court in the United Kingdom which takes over the functions of the Court of Justice of the European Union in Northern Ireland after the United Kingdom's withdrawal from the European Union;

**Duplicate Funding** means funding provided by a Third Party to the Funding Recipient, which is for the same purpose for which the Funding was made but has not been declared to DfC;

**Eligibility Criteria** means DfC's JobStart eligibility criteria set out at Annex 5, Part 1 which determines which job vacancies are appropriate for JobStart Scheme funding and which young people are eligible to apply to these job vacancies;

**Eligible Expenditure** means the expenditure incurred by the Funding Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in clause 5 of these Conditions;

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

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

**Funded Activities** means the activities set out in the Funding Letter of Offer and Annex 2 of these Conditions;



**Funding** means the sum or sums that DfC will pay to the Funding Recipient in accordance with clause 4 and subject to the provisions set out at clause 22.

**Funding Agreement** means these Conditions, including the Annexes, together with the Funding Letter of Offer;

**Funding Manager** means the individual who has been nominated by DfC to be the main point of contact for the Funding;

**Funding Letter of Offer** means the letter from DfC to the Funding Recipient confirming the details of the Funding;

**Funding Period** has the meaning given in the Funding Letter of Offer;

**Funding Recipient** means the party specified in the Funding Letter of Offer as the Funding Recipient;

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

**Government Body** or **Government** means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

**HRA** means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

**Ineligible Expenditure** means expenditure incurred by the Funding Recipient which is not Eligible Expenditure, including the non-exhaustive lists of Ineligible Expenditure as set out in clause 5 of these Conditions;

**Information Acts** means the Data Protection Legislation, FOIA and the Environmental Information Regulations 2004, as amended from time to time;

**Intellectual Property Rights** or **IPRs** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and Confidential Information, and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**IPR Material** means all materials produced by the Funding Recipient or its Representatives in relation to the Funded Activities and this Funding Agreement during

the Funding Period (including materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

**JobStart Representative** means the representative appointed by the Funding Recipient, which at the Commencement Date shall be the individual listed as such in the Funding Letter of Offer;

**Law** means any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directive or requirement of any regulatory body, or delegated or subordinate legislation;

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

**Maximum Sum** means the maximum amount stated in the Funding Letter of Offer that DfC will provide to the Funding Recipient for the Funded Activities in relation to each Participant, subject to clause 22;

**Participants** means the persons engaged by the Funding Recipient through the support of the JobStart Scheme. Participants will be young people, aged 16 – 24, who are referred to the Funding Recipient by DfC for jobs.

**Party** means DfC or the Funding Recipient and **Parties** shall be each Party together;

**Personal Data** has the meaning given to it in the GDPR;

**Prohibited Act** means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of DfC or the Government any gift or consideration of any kind as an inducement or reward for:
  - doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Funding Agreement; or
  - showing or not showing favour or disfavour to any person in relation to this Funding Agreement;
- (b) committing any offence:
  - under the Bribery Act;
  - under legislation creating offences in respect of fraudulent acts; or
  - at common law in respect of fraudulent acts in relation to this Funding Agreement;
  - or
- (c) defrauding or attempting to defraud or conspiring to defraud DfC or the Government;

**Representatives** means a Party's duly authorised directors, employees, officers, agents, professional advisors and consultants;

**Special Payments** means ex gratia expenditure by the Funding Recipient to a Third Party where no legal obligation exists for the payment and/or other extra-contractual

expenditure. Special Payments may include out-of-court settlements, compensation or additional severance payments to the Funding Recipient's employees;

**Specialist Pathway Criteria** means the additional specific criteria set out at Annex 5, Part 2 and required to be met for a young person to be eligible for a 9-month Jobstart Scheme job.

**State Aid Law** means the law embodied in Articles 107 - 109 of section 2, Title VII of the Common Rules on Competition, Taxation and Approximation of Laws – Consolidated Versions of the Treaty on European Union and the Treaty for the Functioning of the European Union or any Domestic Law which replaces such State Aid Law following the UK's exit from the European Union;

**Third Party** means any person or organisation other than the Funding Recipient or DfC;

**VAT** means value added tax chargeable in the UK; and

**Working Day** means any day from Monday to Friday (inclusive) which is not Christmas Day, or a statutory bank holiday in Northern Ireland.

## **ANNEX 2 – THE FUNDED ACTIVITIES**

### **1. Background/purpose of the funding**

The JobStart Scheme is designed to improve employability and the chances of sustained employment for those at risk of long term unemployment in the 16-24 year old age group. It provides funding to employers to support the creation of new jobs that would not otherwise exist.

The JobStart Scheme funding will support employers to provide 6 months (or 9 months for those who meet the Specialist Pathway Criteria) of work for young people. It will be regular, paid work which will help young people to develop transferrable skills (such as team work) and demonstrate to future employers that they have a track record of being a reliable employee with an up to date reference.

### **2. Aims and objectives of the Funded Activities**

The funding will support the employer to provide a quality work experience to individuals at risk of long-term unemployment in the 16–24-year-old age group. The work should incentivise positive behaviours from these individuals to make them more attractive to future employers and maximise their readiness to make a successful transition into long term employment, giving them the confidence and competence to succeed. As such, the JobStart Scheme aims to reduce the scarring effect of unemployment.

### **3. Funded Activities**

The Funding Recipient will use the Funding to provide 6-months (or 9-months for those who meet the additional Specialist Pathway Criteria) of employment for Participants, including support to Participants in developing work skills and finding future employment. The activities funded with the Funding are described more fully below:

- a. The jobs created with the Funding will be equivalent to jobs not funded by the JobStart Scheme. The jobs will have the same expectation on the employee to improve and develop. The jobs should enable the employee to build up skills that will lead to sustainable employment and should be paid at the normal rate for similar jobs and with the same frequency.
- b. The Funding will be used by the Funding Recipient to provide jobs which must not:
  - Replace existing or planned vacancies; or
  - Cause existing employees, apprentices or contractors to lose work or reduce their working hours.

- c. All JobStart Scheme jobs must be accompanied by a written job description, setting out the purpose, start date and responsibilities of the position.
- d. All jobs supported by the Funding must:
- Be for a minimum of 25 hours per week, for 6-months (or 9-months for those who meet the additional Specialist Pathway Criteria); and
  - Pay at least the National Minimum Wage/National Living Wage (as applicable) for the Participant's age group, national insurance and minimum automatic enrolment contributions.

The Funding Recipient must make the required employer national insurance contributions for Participants and comply with its employer automatic enrolment duties with respect to JobStart Scheme Participants. The Funding Recipient must ensure it meets the required statutory duties covering health, safety and welfare for all JobStart Scheme Participants.

- e. Jobs offered by the Funding Recipient should not require Participants to undertake extensive training before they begin the job.
- f. The Funding Recipient will use the Funding to provide employability support to Participants and help Participants to develop work skills.
- Employability support includes on-the-job training, work search support, transferrable skills development, mentoring, careers advice and other related support to help the Participants find sustained employment after they have completed their JobStart Scheme jobs.
  - Helping Participants to develop and build work skills includes developing attendance management, timekeeping, team work and communication skills as appropriate.
- g. The Funding Recipient will ensure it has regular (at least monthly) reviews with Participants to discuss performance in the role and areas for improvement.

**Please note:**

A JobStart job is not an apprenticeship, but a Participant may move to an apprenticeship whilst taking part in the JobStart Scheme. Funding will cease once a Participant ceases to be involved in the JobStart Scheme (for example, because the Participant has moved from a JobStart Scheme job to an apprenticeship).

### ANNEX 3 – PAYMENT SCHEDULE

Subject to the Funding Recipient's compliance with the terms of this Funding Agreement, DfC will make Funding payments in accordance with the following payment schedule for each Participant employed by the Funding Recipient as part of the JobStart Scheme. The funding per Participant will be paid in the following instalments:

INSTALMENTS	SUM PAYABLE	PAYMENT DATE / MILESTONE
<b>Support Grant</b>	£1,000 per 6-month job (£1,500 for a 9-month job) per Participant for set-up and support costs*. Payable in £500 instalments at months one (after training plan approved); month four; and month seven (for 9-month job only).	On confirmation to DfC's satisfaction that the Participant has started employment with the Funding Recipient and DfC has received an approved Training Plan and up to date payslips have been received.
<b>1<sup>st</sup> wage payment</b>	100% of the Relevant Wage for 25 hours a week of work by the Participant during the first month of the job, plus the associated employer National Insurance contributions and employer minimum automatic enrolment contributions.	Paid in arrears - on confirmation to DfC's satisfaction that Participant paid through PAYE for the first month.
<b>2<sup>nd</sup> - 7<sup>th</sup> wage payments (for 6-month jobs)</b>  <b>2<sup>nd</sup> - 10<sup>th</sup> wage payments (for 9-month jobs)</b>	100% of the Relevant Wage for 25 hours a week of work by the Participant during the subsequent months of the job (up to 6 or 9-months in total, as applicable), plus the associated employer National Insurance contributions and employer minimum automatic enrolment contributions.	Paid in arrears - each month on confirmation to DfC's satisfaction that Participant paid through PAYE for the previous month.

**Relevant Wage** means the National Minimum Wage or the National Living Wage applicable to the Participant based on their age at the end of the period of employment funded by the JobStart Scheme.

Employers will be paid a fixed amount to contribute to the costs of IT equipment and software licences, administration and management time, and providing support to Participants to develop the skills and experience to find work after completing the scheme.

If, prior to the expiry of the intended 6-month period (or 9-month period for those who meet the additional Specialist Pathway Criteria), a Participant ceases to be employed by the Funding Recipient as part of the JobStart Scheme during any month (either because the Participant leaves their job or has their employment terminated), the payment for that month will be reduced on a pro rata basis. The amount of the payment for that month will depend on when the Participant ceased to be employed by the Funding Recipient as part of the JobStart Scheme during that month. For example, if the Participant works for three weeks during a month and then ceases employment with the Funding Recipient, the payment for that month will cover 100% of the Relevant Wage for 75 hours of work (25 hours per week x 3) by the Participant, plus the associated employer National Insurance contributions and employer minimum automatic enrolment contributions. The payment for that month will still be paid in the following month on confirmation that the Participant has been paid through PAYE. No further payments will then be payable in respect of the relevant Participant.

## **ANNEX 4 – AGREED OUTPUTS**

**The Funding Recipient is required to achieve the following outputs and performance measures in connection with the Funding:**

### **Agreed Outputs**

- Provide full details of the JobStart Scheme job vacancies to DfC following signing of the Funding Letter of Offer.
- Make available the number of JobStart Scheme job vacancies stated in the Funding Letter of Offer and use reasonable endeavours to fill the job vacancies as quickly as possible.
- Provide a completed Training Plan for each Participant to DfC along with details of all Participants commencing employment.
- Provide details of wage/salary payments to Participants in a timely manner.
- Provide support to help each Participant with finding future employment. This can include occupational skills training, work search support, transferrable skills development, mentoring and careers advice, and support with CV and interview preparation.
- Help to build each Participant's work skills which can include developing attendance management, timekeeping, teamwork and communication skills. This will help the Participant's employment prospects after the JobStart Scheme job ends.
- Take part in any surveys associated with evaluation of the JobStart Scheme.
- Provide any other information requested by DfC about their participation in the JobStart Scheme, in a timely manner.



## **ANNEX 5 – FUNDING CRITERIA**

### **PART 1 - ELIGIBILITY CRITERIA**

To be eligible to apply for the JobStart Scheme the young person must:

- a) be aged 16-24 years old at the time of their JobStart referral to the JobStart Scheme
- b) be at risk of long-term unemployment or struggling to obtain employment
- c) be job ready (as assessed by the Work Coach in DfC Jobs and Benefits offices or as assessed by DfC JobStart staff)
- d) be currently unemployed or in a zero hours contract
- e) have been allocated a National Insurance number providing them “The right to work in NI”

### **PART 2 - SPECIALIST PATHWAY CRITERIA**

In addition to meeting the Eligibility Criteria set out in Part 1, to be eligible to apply for a 9-month Jobstart Scheme job the young person must meet one or more of the criteria listed below:

- have declared a disability as determined by the DDA Act 1995
- be criminal justice experienced and have been identified by arm’s length bodies participating in the DOJ stakeholder forum
- be care experienced (LAC – Looked after Children) and have been identified by the Department of Health Trusts
- be at risk of paramilitarism or coercive control as identified by Communities in Transition programme
- be not in employment, education or training (NEET) and identified by the JobStart & Work Experience Programme Branch