

Local Government and Communities Directorate
Equality and Human Rights Division

T: [REDACTED]
E: [REDACTED]@gov.scot

[REDACTED]
LGBT Youth Scotland
40 Commercial Street
Edinburgh
EH6 6JD



29 May 2020

Dear [REDACTED],

OFFER OF GRANT – EQUALITY BUDGET FUNDING – VIOLENCE AGAINST WOMEN AND GIRLS: 1 JULY 2020 – 30 SEPTEMBER 2021

The Scottish Ministers in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968 hereby offer to give to LGBT Youth Scotland (“the Grantee”) a grant of up to £50,000. This will be payable over 1 July 2020 – 30 September 2021, in connection with Voices Unheard, which is more particularly described in Part 1 of Schedule 1 (“the Project”) and / or support the government and communities in responding to Covid-19, as required, and subject to the following terms and conditions.

1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in **Schedule 4** shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.
- 1.5 This Agreement shall not be varied except by an instrument in writing signed by both parties.

2. Purposes of the Grant

2.1 The Grant is made to enable the Grantee to carry out the Project.

2.2 The Grant shall only be used for the purposes of the Project or to support the government and communities in responding to Covid-19, as required, and for no other purpose whatsoever.

2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

2.4 The expected outcomes of the Grant are:

- Societal understanding of gender based violence is increased and tolerance of it is decreased (leading to a reduction in violence and abuse experienced by women and children, and an increase in positive gender norms and expectations)
- Service providers have increased understanding of all forms of gender based violence, and work effectively together to address these issues through the provision of appropriate, high quality services
- The harmful effects of gender based violence experienced by women and children are reduced by early intervention and their safety and wellbeing needs are better met by effective service provision
- Interventions, service design and service delivery are improved as a result of the participation of women and children affected by gender based violence

2.5 The original targets/milestones for funding over the specified period are set out in your application (below). When returning your signed grant acceptance letter, please provide a revised business plan for 1 July 2020 – 30 September 2021 against which progress in achieving expected outcomes shall be monitored.

[REDACTED]

2.6 The eligible costs for which the Grant can be claimed are:

- staff salaries and associated costs
- direct project costs

2.7 The eligible costs exclude:

- reclaimable Value Added Tax
- redundancy payments
- capital expenditure, including the purchasing of property
- dissemination of funds to other recipients.

3. Payment of Grant

3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **Schedule 1** attached.

3.2 In addition to the progress and financial reports to be submitted in relation to the funded project, the Grantee shall within four weeks of the end of the funded period in which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **Schedule 3**. The statement shall be signed by the Grantee's Director/CEO/authorised signatory.

3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of two per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, **any instalment of the Grant which has not been claimed by the Grantee by 30 September 2021 as set out in Schedule 1**, unless otherwise agreed in writing by the Scottish Ministers.

4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of bi-annual progress reports, and quarterly financial reports to be submitted with claims for Grant. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the 12 month period and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.

4.2 Revisions to targets/milestones against which progress in achieving outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.

4.3 The Grantee shall, on completion of the Project, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project. Such a report shall include such statistical and other information relating to the impact of the Project as shall be required by the Scottish Ministers.

4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.

4.5 The Grantee shall keep and maintain for a period of six years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland and their representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account

as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

4.6 The Grantee must have robust safeguarding policies in place to protect vulnerable groups. The Grantee must also have in place clear processes which must be followed if it becomes aware of specific incidents, including referral to the relevant authorities where necessary. Where the Grantee is working directly through a partner organisation, the Grantee is required to have undertaken due diligence in relation to safeguarding arrangements, including obtaining evidence of satisfactory safeguarding policies and / or procedures by the Grantee's partner organisation. The Grantee must report all and any cases of suspected abuse or malpractice relating to anyone involved in delivery of the Project or any beneficiary of the Project to Scottish Ministers and the relevant authorities immediately. The Grantee must, upon request from Scottish Ministers, provide copies of the safeguarding policies and procedures referred to in this clause.

- 4.7 In the event of the Grantee becoming aware of or suspecting:
- any irregular or fraudulent activity in relation to the Grant or Project, or any part of either of them; and/or
 - any safeguarding incident by or in respect of any person involved in the Project,

the Grantee shall immediately notify the Scottish Ministers of such activity or incident and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant. In so notifying Scottish Ministers, the Grantee must also confirm that such irregular or fraudulent activity or safeguarding incident has been referred to the relevant regulatory or other authorities as appropriate, in line with any statutory duty and otherwise in line with any guidance issued from time to time on Notifiable Events by either the Office of the Scottish Charity Regulatory (OSCR) or as appropriate the Charity Commission for England and Wales. For the avoidance of doubt, in this agreement, a "safeguarding incident" includes any incident of abuse or mistreatment of any vulnerable person.

4.8 The grantee shall immediately inform the Scottish Ministers of any change in its constitution, for example, but not limited to, a change in status from one type of body corporate to another.

5. Confidentiality and Data Protection

5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.

5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure.

Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement

5.3 The Grantee shall ensure that all requirements of Data Protection Laws are fulfilled in relation to the Project.

5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

6. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds during the lifetime of the asset. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

7. Publicity

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.

8. Intellectual Property Rights

8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.

8.2 The Grantee shall ensure that nothing contained in any materials produced or submitted to the Scottish Ministers by the Grantee or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of any third party copyright or intellectual property right and shall indemnify the Scottish Ministers against all actions, proceedings, claims and demands made by reason of any such infringement.

9. Default and Recovery etc. of Grant

9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:

9.1.1 The Grantee commits a Default;

9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;

9.1.3 The Grantee fails to carry out the Project;

9.1.4 In the Scottish Ministers' opinion, the progress on the Project is not satisfactory; or

9.1.5 In the Scottish Ministers' opinion, the future of the Project is in jeopardy.

9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations, Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time in accordance with law.

9.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:

9.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

9.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or

9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

9.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 9.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum

within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of two per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.

9.5 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.

9.6 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 9.1 to 9.3 shall not be construed as a waiver of such right or remedy.

10. Assignment

The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of the Scottish Ministers.

11. Termination

The Agreement may be terminated by the Scottish Ministers giving not less than three months' notice in writing from the date of the notice being sent.

12. Corrupt Gifts and Payments of Commission

The Grantee shall ensure that its employees shall not breach the terms of the Bribery Act 2010 in relation to this or any other grant. The Grantee shall ensure that adequate controls are in place to prevent bribery.

13. Continuation of Conditions

13.1 These Conditions, except for Condition 6, shall continue to apply for a period of five years after the end of the financial year in which the final instalment of the Grant was paid.

13.2 Condition 6 shall continue to apply until the end of the period referred to in that Condition.

14. Compliance with the Law

The Grantee shall ensure that in relation to the Project, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

15. Governing Law

This contract is governed by the Law of Scotland and the parties hereby prorogate to the exclusive jurisdiction of the Scottish Courts.

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one full copy of the offer of Grant and Schedules electronically to [REDACTED] [@gov.scot](mailto:[REDACTED]@gov.scot). If the person accepting the grant and the witness are unable to sign the grant acceptance letter electronically, an email trail that makes clear this offer has been accepted by both parties before being sent onto me will suffice. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[REDACTED]

[REDACTED] Joint Head of Equality Unit

GRANT ACCEPTANCE

On behalf of LGBT Youth Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated 29 May 2020 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that I hold the relevant signing authority.

Signed: *[Director/Company Secretary/Authorised Signatory]*

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Witness Signature:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT

The project includes supporting LGBTI young people who have experienced GBV to share their experiences, review services for inclusive-practices, engage with key decision-makers, and inform their peers and other professionals. The project also includes training delivery and support of the LGBT Charter process for GBV services to ensure that they undertake best practice for LGBTI women and LGBTI children and young people and support the government and communities in responding to COVID-19, as required.

PART 2: PAYMENT OF GRANT

1. The total Grant of £50,000 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **Schedule 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable over 1 July 2020 – 30 September 2021 in instalments as per the payment schedule table below. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the end of the 15 month period (1 July 2020 – 30 September 2021), unless otherwise agreed in writing by the Scottish Ministers.

	Quarterly Amount	Claim Date
Payment 1	£10,000.00	1 July 2020
Payment 2	£10,000.00	1 October 2020
Payment 3	£10,000.00	1 January 2021
Payment 4	£10,000.00	1 April 2021
Payment 5	£10,000.00	1 July 2021
Total	£50,000.00	

3. The Grantee shall provide a quarterly profile of expenditure of the Grant before the start of the period of funding. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. Each claim shall be for an amount equal to the estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Project until the next claim is due to be submitted.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the Project having regard

to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within three weeks of receiving a claim and any required documentation and information relevant to the claim.

7. In order to facilitate the accrual of expenditure of the Grant for the period of funding the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 31 October 2021 the amount of the Grant actually expended up to and including 30 September 2021.

SCHEDULE 2

When making a claim for payment, please only return Schedule 2 (below).

EQUALITY FUNDING 1 JULY 2020 – 30 SEPTEMBER 2021 CLAIM FORM – PECF						
Scottish Charity Number (if applicable)						
Grant Recipient						
Address						
Post Code						
Telephone						
Email						
Name of Project						
Period of claim	July-Sept (Q1) <input type="checkbox"/>	Oct-Dec (Q2) <input type="checkbox"/>	Jan-Mar (Q3) <input type="checkbox"/>	April-June (Q4) <input type="checkbox"/>	July – Sept (Q5) <input type="checkbox"/>	
Amount claimed this quarter						
Bank Name						
Bank Address						
Sort Code						
Account Number						
Declaration	I hereby state that this claim for payment complies will all conditions set out in the grant offer and that the information above is true and complete.					
Signature						
Name						
Designation						
Date						
Scottish Government - Payment Authorisation (SG use only)						
Date received						
Cost Centre						
Entity Code						
Account Code						
Programme Code						
Amount						
Authorised by						
Name						
Date						

Items of Expenditure

Please provide in the Excel spreadsheet of financial expenditure on which your original budget was submitted (a template for which can be found at <https://www.gov.scot/publications/equality-funding-2017-to-2020-process-for-recipients/>)

if necessary) items of expenditure relevant to the above period. If there is an over or underspend, please provide reasons for this.

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Voices Unheard

This is to confirm that the grant claimed by LGBT Youth Scotland in relation to the above Project [during the period 1 July 2020 – 30 September 2021] was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of LGBT Youth Scotland.

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

“Agreement” means the agreement constituted by the Scottish Ministers’ invitation to apply for a grant, the Grantee’s Application, these Conditions and the Grantee’s acceptance of these Conditions;

“Conditions” means these grant conditions;

“Data Protection Laws” means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

“Default” means:

- (a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- (b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- (c) Any breach of any legislation; or
- (d) Any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents or representatives;

“Period of funding” means the period from 1 July one year until 30 September the following year;

“Grant” means the grant offered by the Scottish Ministers to the Grantee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

“Grantee” means the person, organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the “Grantee” are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

“Intellectual Property Rights” means all rights of ownership, including all copyrights and other intellectual property rights in books, leaflets and other printed and published materials in whatever form produced as part of the Project by or on behalf of the Grantee including all reports and any such published materials stored in or made available by means of an information technology system and the computer software relating thereto and all patents, trademarks, registered designs and other rights in the nature of intellectual property;

“Project” means the purpose for which the Grant has been awarded as described in the Offer of Grant;

“Payment” means each of the payments specified in Schedule 1 hereto.

Local Government and Communities Directorate
Equality and Human Rights

T: [REDACTED]
E: [REDACTED]@gov.scot



[REDACTED]
LGBT Youth Scotland
5/1 Mitchell House,
Mitchell Street
Edinburgh,
EH6 7BD

2 June 2020

Dear [REDACTED],

OFFER OF GRANT – EQUALITY BUDGET FUNDING: 1 JULY 2020 – 30 SEPTEMBER 2021

The Scottish Ministers in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968 hereby offer to give to LGBT Youth Scotland (“the Grantee”) a grant of up to £325,000, payable over 1 July 2020 – 30 September 2021, in connection with LGBT Youth Scotland’s National Programmes, which is more particularly described in Part 1 of Schedule 1 (“the Project”) and / or support the government and communities in responding to Covid-19, as required, and subject to the following terms and conditions.

1. Definitions and Interpretation

1.1 In these Conditions, the words and expressions set out in **Schedule 4** shall have the meanings ascribed to them in that Schedule.

1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

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2.1 The Grant is made to enable the Grantee to carry out the Project.

2.2 The Grant shall only be used for the purposes of the Project to support the government and communities in responding to Covid-19, as required, and for no other purpose whatsoever.

2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

2.4 The expected outcomes of the Grant are:

- A reduction in discrimination against people who share protected characteristics
- Reduced levels of hate crime
- Increased community participation, engagement and community cohesion
- Addressing imbalances in representation in all aspects and levels of public life

2.5 The original targets/milestones for funding over the specified period are set out in your application (below). When returning your signed grant acceptance letter, please provide a revised business plan for 1 July 2020 – 30 September 2021 against which progress in achieving expected outcomes shall be monitored.

[REDACTED]

2.6 The eligible costs for which the Grant can be claimed are:

- staff salaries and associated costs
- direct project costs

2.7 The eligible costs exclude:

- reclaimable Value Added Tax
- redundancy payments
- capital expenditure, including the purchasing of property
- dissemination of funds to other recipients.

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with the Conditions of the Grant using the form of words provided in **Schedule 3**. The statement shall be signed by the Grantee's Director/CEO/authorised signatory.

3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of two per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, **any instalment of the Grant which has not been claimed by the Grantee by 30 September 2021 as set out in Schedule 1**, unless otherwise agreed in writing by the Scottish Ministers.

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4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of bi-annual progress reports, and quarterly financial reports to be submitted with claims for Grant. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the 12 month period and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.

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assistance and explanation as the person carrying out the inspection may from time to time require.

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4.7 In the event of the Grantee becoming aware of or suspecting:

- any irregular or fraudulent activity in relation to the Grant or Project, or any part of either of them; and/or
- any safeguarding incident by or in respect of any person involved in the Project,

the Grantee shall immediately notify the Scottish Ministers of such activity or incident and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant. In so notifying Scottish Ministers, the Grantee must also confirm that such irregular or fraudulent activity or safeguarding incident has been referred to the relevant regulatory or other authorities as appropriate, in line with any statutory duty and otherwise in line with any guidance issued from time to time on Notifiable Events by either the Office of the Scottish Charity Regulatory (OSCR) or as appropriate the Charity Commission for England and Wales. For the avoidance of doubt, in this agreement, a "safeguarding incident" includes any incident of abuse or mistreatment of any vulnerable person.

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5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.

5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her

Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement

5.3 The Grantee shall ensure that all requirements of Data Protection Laws are fulfilled in relation to the Project.

5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

6. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds during the lifetime of the asset. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

7. Publicity

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.

8. Intellectual Property Rights

8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.

8.2 The Grantee shall ensure that nothing contained in any materials produced or submitted to the Scottish Ministers by the Grantee or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of any third party copyright or intellectual property right and shall indemnify the Scottish Ministers against all actions, proceedings, claims and demands made by reason of any such infringement.

9. Default and Recovery etc. of Grant

9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:

9.1.1 The Grantee commits a Default;

9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;

9.1.3 The Grantee fails to carry out the Project;

9.1.4 In the Scottish Ministers' opinion, the progress on the Project is not satisfactory; or

9.1.5 In the Scottish Ministers' opinion, the future of the Project is in jeopardy.

9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations, Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time in accordance with law.

9.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:

9.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

9.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or

9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

9.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 9.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at

the rate of two per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.

9.5 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.

9.6 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 9.1 to 9.3 shall not be construed as a waiver of such right or remedy.

10. Assignment

The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of the Scottish Ministers.

11. Termination

The Agreement may be terminated by the Scottish Ministers giving not less than three months' notice in writing from the date of the notice being sent.

12. Corrupt Gifts and Payments of Commission

The Grantee shall ensure that its employees shall not breach the terms of the Bribery Act 2010 in relation to this or any other grant. The Grantee shall ensure that adequate controls are in place to prevent bribery.

13. Continuation of Conditions

13.1 These Conditions, except for Condition 6, shall continue to apply for a period of five years after the end of the financial year in which the final instalment of the Grant was paid.

13.2 Condition 6 shall continue to apply until the end of the period referred to in that Condition.

14. Compliance with the Law

The Grantee shall ensure that in relation to the Project, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

15. Governing Law

This contract is governed by the Law of Scotland and the parties hereby prorogate to the exclusive jurisdiction of the Scottish Courts.

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one full copy of the offer of Grant and Schedules electronically to [\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot). If the person accepting the grant and the witness are unable to sign the grant acceptance letter electronically, an email trail that makes clear this offer has been accepted by both parties before being sent onto me will suffice. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[REDACTED]

[REDACTED], Joint Head of Equality Unit

GRANT ACCEPTANCE

On behalf of LGBT Youth Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated 2 June 2020 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that I hold the relevant signing authority.

Signed: *[Director/Company Secretary/Authorised Signatory]*

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Witness Signature:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT

LGBT Youth Scotland will provide a programme of work that aims to reduce the discrimination experienced by LGBTI young people and the wider community; to build the capacity of public bodies to meet their needs; to engage directly with communities and provide opportunities for LGBTI young people to engage in civic Scotland. This will include policy and influencing work, engaging with schools and education authorities, co-ordination of LGBT History Month and the implementation of the LGBT Charter and or support the government and communities in responding to COVID-19, as required

PART 2: PAYMENT OF GRANT

2. The total Grant of £325,000 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **Schedule 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.

2. The total Grant shall be payable over 1 July 2020 – 30 September 2021 in instalments as per the payment schedule table below. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the end of the 15 month period (1 July 2020 – 30 September 2020), unless otherwise agreed in writing by the Scottish Ministers.

	Quarterly Amount	Claim Date
Payment 1	£65,000	1 July 2020
Payment 2	£65,000	1 October 2020
Payment 3	£65,000	1 January 2021
Payment 4	£65,000	1 April 2021
Payment 5	£65,000	1 July 2021
Total	£325,000	

3. The Grantee shall provide a quarterly profile of expenditure of the Grant before the start of the period of funding. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.

4. Each claim shall be for an amount equal to the estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Project until the next claim is due to be submitted.

5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.

6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the

Grantee shall reasonably and properly incur in connection with the Project having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within three weeks of receiving a claim and any required documentation and information relevant to the claim.

7. In order to facilitate the accrual of expenditure of the Grant for the period of funding the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 31 October 2021 the amount of the Grant actually expended up to and including 30 September 2021

SCHEDULE 2

When making a claim for payment, please only return Schedule 2 (below).

EQUALITY FUNDING 1 JULY 2020 – 30 SEPTEMBER 2021 CLAIM FORM – EQUALITY						
Scottish Charity Number (if applicable)						
Grant Recipient						
Address						
Post Code						
Telephone						
Email						
Name of Project						
Period of claim	July-Sept (Q1) <input type="checkbox"/>	Oct-Dec (Q2) <input type="checkbox"/>	Jan-Mar (Q3) <input type="checkbox"/>	April-June (Q4) <input type="checkbox"/>	July – Sept (Q5) <input type="checkbox"/>	
Amount claimed this quarter						
Bank Name						
Bank Address						
Sort Code						
Account Number						
Declaration	I hereby state that this claim for payment complies with all conditions set out in the grant offer and that the information above is true and complete.					
Signature						
Name						
Designation						
Date						
Scottish Government - Payment Authorisation (SG use only)						
Date received						
Cost Centre						
Entity Code						
Account Code						
Programme Code						
Amount						
Authorised by						
Name						
Date						

Items of Expenditure

Please provide in the Excel spreadsheet of financial expenditure on which your original budget was submitted (a template for which can be found at <https://www.gov.scot/publications/equality-funding-2017-to-2020-process-for-recipients/> if necessary) items of expenditure relevant to the above period. If there is an over or underspend, please provide reasons for this.

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

LGBT Youth Scotland's National Programmes

This is to confirm that the grant claimed by LGBT Youth Scotland in relation to the above Project [during the period 1 July 2020 – 30 September 2021] was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of LGBT Youth Scotland.

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

“Agreement” means the agreement constituted by the Scottish Ministers’ invitation to apply for a grant, the Grantee’s Application, these Conditions and the Grantee’s acceptance of these Conditions;

“Conditions” means these grant conditions;

“Data Protection Laws” means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

“Default” means:

- (a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- (b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- (c) Any breach of any legislation; or
- (d) Any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents or representatives;

“Period of funding” means the period from 1 July one year until 30 September the following year;

“Grant” means the grant offered by the Scottish Ministers to the Grantee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

“Grantee” means the person, organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the “Grantee” are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

“Intellectual Property Rights” means all rights of ownership, including all copyrights and other intellectual property rights in books, leaflets and other printed and published materials in whatever form produced as part of the Project by or on behalf of the Grantee including all reports and any such published materials stored in or made available by means of an information technology system and the computer software relating thereto and all patents, trademarks, registered designs and other rights in the nature of intellectual property;

“Project” means the purpose for which the Grant has been awarded as described in the Offer of Grant;

“Payment” means each of the payments specified in Schedule 1 hereto.

Equality, Inclusion and Human Rights Directorate
Equality and Human Rights Division



Scottish Government
Riaghaltas na h-Alba
gov.scot

E: [REDACTED]@gov.scot

[REDACTED]
LGBT Youth Scotland
5/1 Mitchell House
Mitchell Street
Edinburgh
EH6 7BD

13 September 2021

Dear [REDACTED],

OFFER OF GRANT – EQUALITY AND HUMAN RIGHTS FUND 1 OCTOBER 2021-30 SEPTEMBER 2024

The Scottish Ministers in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968 hereby offer to give to LGBT Youth Scotland (“the Grantee”) a grant of up to £281,930.00. This will be payable over 1 October 2021 – 30 September 2022, in connection with LGBT Youth Scotland’s National Programmes – Equality and Human Rights Fund, which is more particularly described in Part 1 of Schedule 1 (“the Project/Programme”) and / or support the government and communities in responding to Covid-19, as required, and subject to the following terms and conditions. Ministers are at present minded to give grants of £287,964.00 over 1 October 2022 – 30 September 2023 and £293,777.00 over 1 October 2023 – 30 September 2024 in respect of this project, but these figures are indicative only. Final figures will be confirmed with the Grantee once the Equality Budget has been set for 2022-23 and 2023-24 financial years.

1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in **Schedule 4** shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.

1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, subparagraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.

1.5 This Agreement shall not be varied except by an instrument in writing signed by both parties.

2. Purposes of the Grant

2.1 The Grant is made to enable the Grantee to carry out the Project/Programme.

2.2 The Grant shall only be used for the purposes of the Project/Programme or to support the government and communities in responding to Covid-19, as required, and for no other purpose whatsoever.

2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

2.4 The main objectives/expected outcomes of the Grant are:

- People have greater awareness of their human rights and how to access them;
- People with protected characteristics have increased access to remedy where their rights have not been upheld
- People with protected characteristics have increased participation in public life;
- People with protected characteristics have increased influence in decisions that affect them;
- Actors in civil society increasingly use Scotland's domestic and international equality and human rights framework to influence and effect change;

The outcomes may be updated during the course of the grant year

2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored by Inspiring Scotland as the Fund Managers and administrators are:

This fund will support LGBT Youth Scotland's national programmes, including 10 staff members, focusing on improving equality and human rights for LGBTI young people in Scotland and making our country the best place for them to grow up. We will do this by amplifying LGBTI young peoples' voices, providing rich data to affect change, sharing our knowledge and experience to support public bodies and the education sector in LGBTI inclusion, and raising awareness in LGBTI young people of their rights and how to access them.

2.6 The eligible costs for which the Grant can be claimed are:

- staff salaries and associated costs
- direct project costs

Further detail of the funding agreed is in Schedule 1.

2.7 The eligible costs exclude:

- reclaimable Value Added Tax
- redundancy payments
- capital expenditure, including the purchasing of property
- dissemination of funds to other recipients.

3. Payment of Grant

3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **Schedule 1** attached.

3.2 In addition to the progress and financial reports to be submitted in relation to the funded Project/Programme, the Grantee shall within four weeks of the end of the funded period in which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **Schedule 3**. The statement shall be signed by the Grantee's Director/CEO/authorised signatory.

3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project/Programme, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of two per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, **any instalment of the Grant which has not been claimed by the Grantee by 30 September 2022 as set out in Schedule 1**, unless otherwise agreed in writing by the Scottish Ministers.

4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of Project/Programme in the form of bi-annual progress reports, and quarterly financial reports and any other learning input as agreed with Inspiring Scotland as Fund Managers. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the 12 month period and/or the Project/Programme as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.

4.2 Revisions to targets/milestones against which progress in achieving outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.

4.3 The Grantee shall, on completion of the Project/Programme, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project/Programme. Such a report shall include such statistical and other information relating to the impact of the Project/Programme as shall be required by the Scottish Ministers.

4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project/Programme is consistent with the

Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.

4.5 The Grantee shall keep and maintain for a period of six years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

4.6 The Grantee will comply with any organisational health check and/or financial monitoring visit to be undertaken by the fund manager, Inspiring Scotland.

4.7 The Grantee must have robust safeguarding policies in place to protect vulnerable groups. The Grantee must also have in place clear processes which must be followed if it becomes aware of specific incidents, including referral to the relevant authorities where necessary. Where the Grantee is working directly through a partner organisation, the Grantee is required to have undertaken due diligence in relation to safeguarding arrangements, including obtaining evidence of satisfactory safeguarding policies and / or procedures by the Grantee's partner organisation. The Grantee must report all and any cases of suspected abuse or malpractice relating to anyone involved in delivery of the Project/Programme or any beneficiary of the Project/Programme to Scottish Ministers and the relevant authorities immediately. The Grantee must, upon request from Scottish Ministers, provide copies of the safeguarding policies and procedures referred to in this clause.

4.8 In the event of the Grantee becoming aware of or suspecting:

- any irregular or fraudulent activity in relation to the Grant or Project/Programme, or any part of either of them; and/or
- any safeguarding incident by or in respect of any person involved in the Project/Programme,

the Grantee shall immediately notify the Scottish Ministers of such activity or incident and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project/Programme and the use of the Grant. In so notifying Scottish Ministers, the Grantee must also confirm that such irregular or fraudulent activity or safeguarding incident has been referred to the relevant regulatory or other authorities as appropriate, in line with any statutory duty and otherwise in line with any guidance issued from time to time on Notifiable Events by either the Office of the Scottish Charity Regulatory (OSCR) or as appropriate the Charity Commission for England and Wales. For the avoidance of doubt, in this agreement, a "safeguarding incident" includes any incident of abuse or mistreatment of any vulnerable person.

4.9 The grantee shall immediately inform the Scottish Ministers of any change in its constitution, for example, but not limited to, a change in status from one type of body corporate to another.

5. Confidentiality and Data Protection

5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project/Programme.

5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement

5.3 The Grantee shall ensure that all requirements of Data Protection Laws are fulfilled in relation to the Project/Programme.

5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

6. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds during the lifetime of the asset. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

7. Publicity

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project/Programme the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.

8. Intellectual Property Rights

8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.

8.2 The Grantee shall ensure that nothing contained in any materials produced or submitted to the Scottish Ministers by the Grantee or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of any third party copyright or intellectual property right and shall indemnify the Scottish Ministers against all actions, proceedings, claims and demands made by reason of any such infringement.

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9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:

9.1.1 The Grantee commits a Default;

9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;

9.1.3 The Grantee fails to carry out the Project/Programme;

9.1.4 In the Scottish Ministers' opinion, the progress on the Project/Programme is not satisfactory; or

9.1.5 In the Scottish Ministers' opinion, the future of the Project/Programme is in jeopardy.

9.2 If the Grant (or any part or condition thereof) does not comply with applicable Subsidy Control obligations, Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time in accordance with law.

9.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:

9.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

9.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or

9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or overall or any part of the Grantee's property, or circumstances arise which

would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

9.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 9.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of two per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.

9.5 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.

9.6 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 9.1 to 9.3 shall not be construed as a waiver of such right or remedy.

10. Assignment

The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of the Scottish Ministers.

11. Termination

The Agreement may be terminated by the Scottish Ministers giving not less than three months' notice in writing from the date of the notice being sent.

12. Corrupt Gifts and Payments of Commission

The Grantee shall ensure that its employees shall not breach the terms of the Bribery Act 2010 in relation to this or any other grant. The Grantee shall ensure that adequate controls are in place to prevent bribery.

13. Continuation of Conditions

13.1 These Conditions, except for Condition 6, shall continue to apply for a period of five years after the end of the financial year in which the final instalment of the Grant was paid.

13.2 Condition 6 shall continue to apply until the end of the period referred to in that Condition.

14. Compliance with the Law

The Grantee shall ensure that in relation to the Project/Programme, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

15. Governing Law

This contract is governed by the Law of Scotland and the parties hereby prorogate to the exclusive jurisdiction of the Scottish Courts.

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one full copy of the offer of Grant and Schedules electronically to [\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot) and copy to [\[REDACTED\]@inspiringscotland.org.uk](mailto:[REDACTED]@inspiringscotland.org.uk). If the person accepting the grant and the witness are unable to sign the grant acceptance letter electronically, an email trail that makes clear this offer has been accepted by both parties before being sent onto me will suffice. You should retain a copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[REDACTED]

[REDACTED] on behalf of
MADHU MAHOLTRA
Director for Equality, Inclusion and Human Rights

GRANT ACCEPTANCE

On behalf of LGBT Youth Scotland, I accept the foregoing offer of Grant by the Scottish Ministers dated 13 September 2021 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that LGBT Youth Scotland is solvent. I confirm that I hold the relevant signing authority.

Signed: *[Director/Company Secretary/Authorised Signatory]*

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Witness Signature:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT/PROGRAMME

This fund will support LGBT Youth Scotland's national programmes, including 10 staff members, focusing on improving equality and human rights for LGBTI young people in Scotland and making our country the best place for them to grow up. We will do this by amplifying LGBTI young peoples' voices, providing rich data to affect change, sharing our knowledge and experience to support public bodies and the education sector in LGBTI inclusion, and raising awareness in LGBTI young people of their rights and how to access them.

This will pay for 8 staff members, including Head of Programmes, Policy and Research Manager, Policy and Participation Officer, Education Manager and Programmes officer, Additional Staff Costs, Overhead including Finance and Admin, Rent and Service Charges and delivery costs

PART 2: PAYMENT OF GRANT

3. The total Grant of up to £281,930.00 shall be payable by Inspiring Scotland on behalf of the Scottish Ministers to the Grantee on receipt of completed finance reports together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant

2. The total Grant shall be payable over 1 October 2021 to 30 September 2022 in instalments as per the payment schedule table below. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the end of the period, unless otherwise agreed in writing by the Scottish Ministers.

Payments	Amount	Financial Report and Claim Date	Payment Date
Payment 1	£70,482.50	24 September 2021	8 October 2021
Payment 2	£70,482.50	Not required	14 Jan 2022
Payment 3	£70,482.50	25 February 2022	8 April 2022
Payment 4	£70,482.50	20 May 2022	8 July 2022
Total	£281,930.00		

3. The Grantee shall provide a quarterly profile of expenditure of the Grant before the start of the period of funding. Any change to the profile or to the overall costs of the Project/Programme shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.

4. Each claim shall be for an amount equal to the estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Project until the next claim is due to be submitted.

5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.

6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the Project/Programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within three weeks of receiving a claim and any required documentation and information relevant to the claim.

7. In order to facilitate the accrual of expenditure of the Grant for the period of funding the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 22 November 2022 the amount of the Grant actually expended up to and including 30 September 2022.

SCHEDULE 2

Grant claims will be made via Inspiring Scotland as Fund Managers and Administrators. Inspiring Scotland will advise the Grantee of the appropriate reporting and grant claim forms and associated monitoring information.

In order to facilitate payments Inspiring Scotland will require a copy of the signed grant acceptance. Inspiring Scotland will provide forms to confirm grantee bank details for payment.

[REDACTED]@inspiringscotland.org.uk

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

LGBT Youth Scotland's National Programmes

This is to confirm that the grant claimed by LGBT Youth Scotland in relation to the above Project/Programme during the period 1 October 2021 – 30 September 2022 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of LGBT Youth Scotland.

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

“**Agreement**” means the agreement constituted by the Scottish Ministers’ invitation to apply for a grant, the Grantee’s Application, these Conditions and the Grantee’s acceptance of these Conditions;

“**Conditions**” means these grant conditions;

“**Data Protection Laws**” means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

“**Default**” means:

- (a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- (b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- (c) Any breach of any legislation; or
- (d) Any negligence or negligent or fraudulent miss-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents or representatives;

“**Period of funding**” means the period from October to September each fund year;

“**Grant**” means the grant offered by the Scottish Ministers to the Grantee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

“**Grantee**” means the person, organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the “Grantee” are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

“**Intellectual Property Rights**” means all copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project/Programme by or on behalf of the Grantee;

“**Project/Programme**” means the purpose for which the Grant has been awarded as described in the Offer of Grant;

“**Payment**” means each of the payments specified in Schedule 1 hereto.

“**Subsidy Control**” means the United Kingdom’s international commitments on subsidy control arising from, amongst others, the EU-UK Trade and Co-operation Agreement, World Trade Organisation Membership and commitments arising from international treaties and agreements to which the United Kingdom is party.

Equality, Inclusion and Human Rights Directorate
Equality and Human Rights Division



Scottish Government
Riaghaltas na h-Alba
gov.scot

E: [REDACTED]@gov.scot

[REDACTED]
LGBT Youth Scotland
5/1 Mitchell House
Mitchell Street
Edinburgh
EH6 7BD

01/10/21

Dear [REDACTED]

**OFFER OF GRANT – DELIVERING EQUALLY SAFE OCTOBER 2021 –
SEPTEMBER 2023**

The Scottish Ministers in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968 hereby offer to give to LGBT Youth Scotland (“the Grantee”) a grant of up to £48,980. This will be payable over 1 October 2021 – 30 September 2022, in connection with the Delivering Equally Safe Project, which is more particularly described in Part 1 of Schedule 1 (“the Project/Programme”) and / or support the government and communities in responding to Covid-19, as required, and subject to the following terms and conditions. Ministers are at present minded to give grants of £48,980 over 1 October 2022 – 30 September 2023, but this figure is indicative only. Final figures will be confirmed with the Grantee once the Equality Budget has been set for the 2022-23 financial year.

The split of funding between year 1 and 2 will be finalised with the organisation and confirmed in writing.

1. Definitions and Interpretation

1.1 In these Conditions, the words and expressions set out in **Schedule 4** shall have the meanings ascribed to them in that Schedule.

1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.

1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, subparagraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.

1.5 This Agreement shall not be varied except by an instrument in writing signed by both parties.

2. Purposes of the Grant

2.1 The Grant is made to enable the Grantee to carry out the Project/Programme.

2.2 The Grant shall only be used for the purposes of the Project/Programme or to support the government and communities in responding to Covid-19, as required, and for no other purpose whatsoever.

2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

2.4 The main objectives/expected outcomes of the Grant are:

1. Women and children affected by violence are identified (early)
2. Women and children's safety needs are met
3. Women and children's wider wellbeing needs are met
4. Fewer people adhere to gender stereotypes
5. People have increased understanding of all forms of VAWG (causes, consequences, and appropriate responses)
6. Power, decision-making and material resources are distributed more equally between men and women.
7. Tolerance of VAWG is reduced and people are more likely to recognise and challenge it
8. Perpetrators are identified early
9. Perpetrators are supported to change their behaviour
10. Perpetrators are sanctioned / held to account
11. Violence against women and girls is reduced / eradicated
12. Negative impacts on women and children who have been affected by violence are reduced / eradicated

2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored by Inspiring Scotland as the Fund Managers and administrators.

2.6 The eligible costs for which the Grant can be claimed are:

- staff salaries and associated costs
- direct project costs

Further detail of the funding agreed is in Schedule 1.

2.7 The eligible costs exclude:

- reclaimable Value Added Tax
- redundancy payments
- capital expenditure, including the purchasing of property
- dissemination of funds to other recipients.

3. Payment of Grant

3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **Schedule 1** attached.

3.2 In addition to the progress and financial reports to be submitted in relation to the funded Project/Programme, the Grantee shall within four weeks of the end of the funded period in which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **Schedule 3**. The statement shall be signed by the Grantee's Director/CEO/authorised signatory.

3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project/Programme, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of two per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, **any instalment of the Grant which has not been claimed by the Grantee by 30 September 2022 as set out in Schedule 1**, unless otherwise agreed in writing by the Scottish Ministers.

4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project/Programme in the form of bi-annual progress reports, and quarterly financial reports and any other learning input as agreed with Inspiring Scotland as Fund Managers. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the 12 month period and/or the Project/Programme as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.

4.2 Revisions to targets/milestones against which progress in achieving outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.

4.3 The Grantee shall, on completion of the Project/Programme, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project/Programme. Such a report shall include such statistical and other information relating to the impact of the Project/Programme as shall be required by the Scottish Ministers.

4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project/Programme is consistent with the

Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.

4.5 The Grantee shall keep and maintain for a period of six years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

4.6 The Grantee will comply with any organisational health check and/or financial monitoring visit to be undertaken by the fund manager, Inspiring Scotland.

4.7 The Grantee must have robust safeguarding policies in place to protect vulnerable groups. The Grantee must also have in place clear processes which must be followed if it becomes aware of specific incidents, including referral to the relevant authorities where necessary. Where the Grantee is working directly through a partner organisation, the Grantee is required to have undertaken due diligence in relation to safeguarding arrangements, including obtaining evidence of satisfactory safeguarding policies and / or procedures by the Grantee's partner organisation. The Grantee must report all and any cases of suspected abuse or malpractice relating to anyone involved in delivery of the Project/Programme or any beneficiary of the Project/Programme to Scottish Ministers and the relevant authorities immediately. The Grantee must, upon request from Scottish Ministers, provide copies of the safeguarding policies and procedures referred to in this clause.

4.8 In the event of the Grantee becoming aware of or suspecting:

- any irregular or fraudulent activity in relation to the Grant or Project/Programme, or any part of either of them; and/or
- any safeguarding incident by or in respect of any person involved in the Project/Programme,

the Grantee shall immediately notify the Scottish Ministers of such activity or incident and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project/Programme and the use of the Grant. In so notifying Scottish Ministers, the Grantee must also confirm that such irregular or fraudulent activity or safeguarding incident has been referred to the relevant regulatory or other authorities as appropriate, in line with any statutory duty and otherwise in line with any guidance issued from time to time on Notifiable Events by either the Office of the Scottish Charity Regulatory (OSCR) or as appropriate the Charity Commission for England and Wales. For the avoidance of doubt, in this agreement, a "safeguarding incident" includes any incident of abuse or mistreatment of any vulnerable person.

4.9 The grantee shall immediately inform the Scottish Ministers of any change in its constitution, for example, but not limited to, a change in status from one type of body corporate to another.

5. Confidentiality and Data Protection

5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project/Programme.

5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement

5.3 The Grantee shall ensure that all requirements of Data Protection Laws are fulfilled in relation to the Project/Programme.

5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

6. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds during the lifetime of the asset. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

7. Publicity

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project/Programme the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.

8. Intellectual Property Rights

8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.

8.2 The Grantee shall ensure that nothing contained in any materials produced or submitted to the Scottish Ministers by the Grantee or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of any third party copyright or intellectual property right and shall indemnify the Scottish Ministers against all actions, proceedings, claims and demands made by reason of any such infringement.

9. Default and Recovery etc. of Grant

9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:

9.1.1 The Grantee commits a Default;

9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;

9.1.3 The Grantee fails to carry out the Project/Programme;

9.1.4 In the Scottish Ministers' opinion, the progress on the Project/Programme is not satisfactory; or

9.1.5 In the Scottish Ministers' opinion, the future of the Project/Programme is in jeopardy.

9.2 If the Grant (or any part or condition thereof) does not comply with applicable Subsidy Control obligations, Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time in accordance with law.

9.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:

9.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

9.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or

9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or overall or any part of the Grantee's property, or circumstances arise which

would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

9.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 9.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of two per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.

9.5 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.

9.6 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 9.1 to 9.3 shall not be construed as a waiver of such right or remedy.

10. Assignment

The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of the Scottish Ministers.

11. Termination

The Agreement may be terminated by the Scottish Ministers giving not less than three months' notice in writing from the date of the notice being sent.

12. Corrupt Gifts and Payments of Commission

The Grantee shall ensure that its employees shall not breach the terms of the Bribery Act 2010 in relation to this or any other grant. The Grantee shall ensure that adequate controls are in place to prevent bribery.

13. Continuation of Conditions

13.1 These Conditions, except for Condition 6, shall continue to apply for a period of five years after the end of the financial year in which the final instalment of the Grant was paid.

13.2 Condition 6 shall continue to apply until the end of the period referred to in that Condition.

14. Compliance with the Law

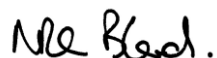
The Grantee shall ensure that in relation to the Project/Programme, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

15. Governing Law

This contract is governed by the Law of Scotland and the parties hereby prorogate to the exclusive jurisdiction of the Scottish Courts.

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one full copy of the offer of Grant and Schedules electronically to [REDACTED] [g@gov.scot](mailto:[REDACTED]@gov.scot) and copy to [REDACTED] [@inspiringscotland.org.uk](mailto:[REDACTED]@inspiringscotland.org.uk). If the person accepting the grant and the witness are unable to sign the grant acceptance letter electronically, an email trail that makes clear this offer has been accepted by both parties before being sent onto me will suffice. You should retain a copy of the offer of Grant and Schedules for your own records.

Yours sincerely



NICK BLAND
DD for Equality, Inclusion and Human Rights

GRANT ACCEPTANCE

On behalf of LGBT Youth Scotland. I accept the foregoing offer of Grant by the Scottish Ministers dated 01/10/21 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that LGBT Youth Scotland is solvent. I confirm that I hold the relevant signing authority.

Signed: [REDACTED]

Print Name: [REDACTED]

Position in Organisation of Person Signing: [REDACTED]

Date: 12 October 2021

Place of Signing: 2 Marchbank Grove, Balerno, EH14 7ES

|

Commented [SMk1]: Redact signature

Witness Signature: [REDACTED]

Witness Name: [REDACTED]

Address: The Long Barn West, Middlemains, Tranent, EH34 5DU

Date: 12th October 2021

Place of Signing: The Long Barn West, Middlemains, Tranent, EH34 5DU

SCHEDULE 1

PART 1: THE PROJECT/PROGRAMME

Funding will support work with LGBTI young people through the Voice Unheard focus group, to raise awareness of LGBTI experiences of domestic abuse and GBV with decision makers and professionals.

PART 2: PAYMENT OF GRANT

4. The total Grant of up to £48,980 shall be payable by Inspiring Scotland on behalf of the Scottish Ministers to the Grantee on receipt of completed finance reports together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant

2. The total Grant shall be payable over 1 October 2021 to 30 September 2022 in instalments as per the payment schedule table below. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the end of the period, unless otherwise agreed in writing by the Scottish Ministers.

	Amount	Financial Report and Claim Date	Payment Date
Payment	£12,245	On receipt of grant acceptance	8 October 2021
Payment	£12,245	7 January 2022	14 January 2022
Payment	£12,245	7 April 2022	14 April 2022
Payment	£12,245	7 July 2022	14 July 2022
Total	£48,980		

3. The Grantee shall provide a quarterly profile of expenditure of the Grant before the start of the period of funding. Any change to the profile or to the overall costs of the Project/Programme shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.

4. Each claim shall be for an amount equal to the estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Project until the next claim is due to be submitted.

5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.

6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the Project/Programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within three weeks of receiving a claim and any required documentation and information relevant to the claim.

7. In order to facilitate the accrual of expenditure of the Grant for the period of funding the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 22 November 2022 the amount of the Grant actually expended up to and including 30 September 2022.

SCHEDULE 2

Grant claims will be made via Inspiring Scotland as Fund Managers and Administrators. Inspiring Scotland will advise the Grantee of the appropriate reporting and grant claim forms and associated monitoring information.

In order to facilitate payments Inspiring Scotland will require a copy of the signed grant acceptance. Inspiring Scotland will provide forms to confirm grantee bank details for payment.

[REDACTED]@inspiringscotland.org.uk

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

the Delivering Equally Safe Project

This is to confirm that the grant claimed by LGBT Youth Scotland in relation to the above Project/Programme during the period 1 October 2021 – 30 September 2022 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of LGBT Youth Scotland.

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

“**Agreement**” means the agreement constituted by the Scottish Ministers’ invitation to apply for a grant, the Grantee’s Application, these Conditions and the Grantee’s acceptance of these Conditions;

“**Conditions**” means these grant conditions;

“**Data Protection Laws**” means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

“**Default**” means:

- (a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- (b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- (c) Any breach of any legislation; or
- (d) Any negligence or negligent or fraudulent miss-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents or representatives;

“**Period of funding**” means the period from October to September each fund year;

“**Grant**” means the grant offered by the Scottish Ministers to the Grantee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

“**Grantee**” means the person, organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the “Grantee” are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

“**Intellectual Property Rights**” means all copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project/Programme by or on behalf of the Grantee;

“**Project/Programme**” means the purpose for which the Grant has been awarded as described in the Offer of Grant;

“**Payment**” means each of the payments specified in Schedule 1 hereto.

“**Subsidy Control**” means the United Kingdom’s international commitments on subsidy control arising from, amongst others, the EU-UK Trade and Co-operation Agreement, World Trade Organisation Membership and commitments arising from international treaties and agreements to which the United Kingdom is party.

Equality, Inclusion and Human Rights Directorate
Equality and Human Rights Division



Scottish Government
Riaghaltas na h-Alba
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E: [REDACTED]@gov.scot

[REDACTED]

LGBT Youth Scotland
5/1 Mitchell House
Mitchell Street
Edinburgh
EH6 7BD

30 September 2022

To Whom It May Concern,

OFFER OF GRANT – EQUALITY AND HUMAN RIGHTS FUND 1 OCTOBER 2022-31 March 2023

The Scottish Ministers in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968 hereby offer to give to LGBT Youth Scotland (“the Grantee”) a grant of up to £143,982 This will be payable over 1 October 2022 – 31 March 2023, in connection with LGBT Youth Scotland’s National Programmes – Equality and Human Rights Fund, which is more particularly described in Part 1 of Schedule 1 (“the Project/Programme”) and subject to the following terms and conditions.

1. Definitions and Interpretation

1.1 In these Conditions, the words and expressions set out in **Schedule 4** shall have the meanings ascribed to them in that Schedule.

1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.

1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, subparagraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.

1.5 This Agreement shall not be varied except by an instrument in writing signed by both parties.

2. Purposes of the Grant

2.1 The Grant is made to enable the Grantee to carry out the Project/Programme.

2.2 The Grant shall only be used for the purposes of the Project/Programme as required, and for no other purpose whatsoever.

2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

2.4 The main objectives/expected outcomes of the Grant are:

- People have greater awareness of their human rights and how to access them;
- People with protected characteristics have increased participation in public life;
- People with protected characteristics have increased influence in decisions that affect them;
- The Scottish Government has better access to data and depth of information about the experiences of people with protected characteristics;
- Public services increasingly embed equality and human rights in their strategic planning and their day-to-day functions
- The experience of people with protected characteristics is increasingly used to inform the policy and practice of public bodies

The outcomes may be updated during the course of the grant period

2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored by Inspiring Scotland as the Fund Managers and administrators are:

This fund will support LGBT Youth Scotland's national programmes, including 10 staff members, focusing on improving equality and human rights for LGBTI young people in Scotland and making our country the best place for them to grow up. We will do this by amplifying LGBTI young peoples' voices, providing rich data to affect change, sharing our knowledge and experience to support public bodies and the education sector in LGBTI inclusion, and raising awareness in LGBTI young people of their rights and how to access them.

2.6 The eligible costs for which the Grant can be claimed are:

- staff salaries and associated costs
- direct project costs

Further detail of the funding agreed is in Schedule 1.

2.7 The eligible costs exclude:

- reclaimable Value Added Tax
- redundancy payments

- capital expenditure, including the purchasing of property
- dissemination of funds to other recipients.

3. Payment of Grant

3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **Schedule 1** attached.

3.2 In addition to the progress and financial reports to be submitted in relation to the funded Project/Programme, the Grantee shall within four weeks of the end of the funded period in which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **Schedule 3**. The statement shall be signed by the Grantee's Director/CEO/authorised signatory.

3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project/Programme, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of two per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, **any instalment of the Grant which has not been claimed by the Grantee by 31 March 2023 as set out in Schedule 1**, unless otherwise agreed in writing by the Scottish Ministers.

4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of Project/Programme in the form of bi-annual progress reports, and quarterly financial reports and any other learning input as agreed with Inspiring Scotland as Fund Managers. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the 6 month period and/or the Project/Programme as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.

4.2 Revisions to targets/milestones against which progress in achieving outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.

4.3 The Grantee shall, on completion of the Project/Programme, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project/Programme. Such a report shall include such statistical and other information relating to the impact of the Project/Programme as shall be required by the Scottish Ministers.

4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project/Programme is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.

4.5 The Grantee shall keep and maintain for a period of six years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

4.6 The Grantee will comply with any organisational health check and/or financial monitoring visit to be undertaken by the fund manager, Inspiring Scotland.

4.7 The Grantee must have robust safeguarding policies in place to protect vulnerable groups. The Grantee must also have in place clear processes which must be followed if it becomes aware of specific incidents, including referral to the relevant authorities where necessary. Where the Grantee is working directly through a partner organisation, the Grantee is required to have undertaken due diligence in relation to safeguarding arrangements, including obtaining evidence of satisfactory safeguarding policies and / or procedures by the Grantee's partner organisation. The Grantee must report all and any cases of suspected abuse or malpractice relating to anyone involved in delivery of the Project/Programme or any beneficiary of the Project/Programme to Scottish Ministers and the relevant authorities immediately. The Grantee must, upon request from Scottish Ministers, provide copies of the safeguarding policies and procedures referred to in this clause.

4.8 In the event of the Grantee becoming aware of or suspecting:

- any irregular or fraudulent activity in relation to the Grant or Project/Programme, or any part of either of them; and/or
- any safeguarding incident by or in respect of any person involved in the Project/Programme,

the Grantee shall immediately notify the Scottish Ministers of such activity or incident and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project/Programme and the use of the Grant. In so notifying Scottish Ministers, the Grantee must also confirm that such irregular or fraudulent activity or safeguarding incident has been referred to the relevant regulatory or other authorities as appropriate, in line with any statutory duty and otherwise in line with any guidance issued from time to time on Notifiable Events by either the Office of the Scottish Charity Regulatory (OSCR) or as appropriate the Charity Commission for England and Wales. For the avoidance of doubt, in this agreement, a "safeguarding incident" includes any incident of abuse or mistreatment of any vulnerable person.

4.9 The grantee shall immediately inform the Scottish Ministers of any change in its constitution, for example, but not limited to, a change in status from one type of body corporate to another.

5. Confidentiality and Data Protection

5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project/Programme.

5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement

5.3 The Grantee shall ensure that all requirements of Data Protection Laws are fulfilled in relation to the Project/Programme.

5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

6. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds during the lifetime of the asset. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

7. Publicity

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project/Programme the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.

8. Intellectual Property Rights

8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.

8.2 The Grantee shall ensure that nothing contained in any materials produced or submitted to the Scottish Ministers by the Grantee or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of any third party copyright or intellectual property right and shall indemnify the Scottish Ministers against all actions, proceedings, claims and demands made by reason of any such infringement.

9. Default and Recovery etc. of Grant

9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:

9.1.1 The Grantee commits a Default;

9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;

9.1.3 The Grantee fails to carry out the Project/Programme;

9.1.4 In the Scottish Ministers' opinion, the progress on the Project/Programme is not satisfactory; or

9.1.5 In the Scottish Ministers' opinion, the future of the Project/Programme is in jeopardy. Or

9.1.6 In the Scottish Ministers' opinion, the Grant is likely to bring the reputation of the Scottish Ministers into disrepute.

9.2 If the Grant (or any part or condition thereof) does not comply with applicable Subsidy Control obligations, Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time in accordance with law.

9.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:

9.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

9.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or

9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or overall or any part of the Grantee's property, or circumstances arise which

would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

9.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 9.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of two per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.

9.5 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.

9.6 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 9.1 to 9.3 shall not be construed as a waiver of such right or remedy.

10. Assignment

The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of the Scottish Ministers.

11. Termination

The Agreement may be terminated by the Scottish Ministers giving not less than three months' notice in writing from the date of the notice being sent.

12. Corrupt Gifts and Payments of Commission

The Grantee shall ensure that its employees shall not breach the terms of the Bribery Act 2010 in relation to this or any other grant. The Grantee shall ensure that adequate controls are in place to prevent bribery.

13. Continuation of Conditions

13.1 These Conditions, except for Condition 6, shall continue to apply for a period of five years after the end of the financial year in which the final instalment of the Grant was paid.

13.2 Condition 6 shall continue to apply until the end of the period referred to in that Condition.

14. Compliance with the Law

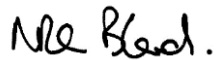
The Grantee shall ensure that in relation to the Project/Programme, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

15. Governing Law

This contract is governed by the Law of Scotland and the parties hereby prorogate to the exclusive jurisdiction of the Scottish Courts.

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one full copy of the offer of Grant and Schedules electronically to [REDACTED] [@gov.scot](mailto:[REDACTED]@gov.scot) and copy to [REDACTED]@inspiringscotland.org.uk. If the person accepting the grant and the witness are unable to sign the grant acceptance letter electronically, an email trail that makes clear this offer has been accepted by both parties before being sent onto me will suffice. You should retain a copy of the offer of Grant and Schedules for your own records.

Yours Faithfully



NICK BLAND
Deputy Director for Equality and Inclusion

GRANT ACCEPTANCE

On behalf of LGBT Youth Scotland, I accept the foregoing offer of Grant by the Scottish Ministers dated 30 September 2022 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that LGBT Youth Scotland is solvent. I confirm that I hold the relevant signing authority.

Signed: *[Director/Company Secretary/Authorised Signatory]*

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Witness Signature:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT/PROGRAMME

This fund will support LGBT Youth Scotland's national programmes, including 10 staff members, focusing on improving equality and human rights for LGBTI young people in Scotland and making our country the best place for them to grow up. We will do this by amplifying LGBTI young peoples' voices, providing rich data to affect change, sharing our knowledge and experience to support public bodies and the education sector in LGBTI inclusion, and raising awareness in LGBTI young people of their rights and how to access them.

This will pay for the delivery costs of the above activity based on your detailed budget agreed with Inspiring Scotland.

PART 2: PAYMENT OF GRANT

5. The total Grant of up to £ 143,982 shall be payable by Inspiring Scotland on behalf of the Scottish Ministers to the Grantee on receipt of completed finance reports together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant

2. The total Grant shall be payable over 1 October 2022 to 31 March 2023 in instalments as per the payment schedule table below. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the end of the period, unless otherwise agreed in writing by the Scottish Ministers.

Payments	Amount	Financial Report and Claim Date	Payment Date
Payment 1	£71,991	On receipt of grant acceptance	7 October 2022
Payment 2	£71,991	21 November 2022	13 January 2023
Total	£143,982		

3. The Grantee shall provide a quarterly profile of expenditure of the Grant before the start of the period of funding. Any change to the profile or to the overall costs of the Project/Programme shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.

4. Each claim shall be for an amount equal to the estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Project until the next claim is due to be submitted.

5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.

6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the Project/Programme having regard to that

claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within three weeks of receiving a claim and any required documentation and information relevant to the claim.

7. In order to facilitate the accrual of expenditure of the Grant for the period of funding the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 30 April 2023 the amount of the Grant actually expended up to and including 31 March 2023.

SCHEDULE 2

Grant claims will be made via Inspiring Scotland as Fund Managers and Administrators. Inspiring Scotland will advise the Grantee of the appropriate reporting and grant claim forms and associated monitoring information.

In order to facilitate payments Inspiring Scotland will require a copy of the signed grant acceptance. Inspiring Scotland will provide forms to confirm grantee bank details for payment.

[REDACTED]@inspiringscotland.org.uk

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

LGBT Youth Scotland's National Programmes

This is to confirm that the grant claimed by LGBT Youth Scotland in relation to the above Project/Programme during the period 1 October 2022 – 31 March 2023 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of LGBT Youth Scotland.

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

“**Agreement**” means the agreement constituted by the Scottish Ministers’ invitation to apply for a grant, the Grantee’s Application, these Conditions and the Grantee’s acceptance of these Conditions;

“**Conditions**” means these grant conditions;

“**Data Protection Laws**” means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

“**Default**” means:

- (a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- (b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- (c) Any breach of any legislation; or
- (d) Any negligence or negligent or fraudulent miss-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents or representatives;

“**Period of funding**” means the period from 1st October 2022 – 31st March 2023;

“**Grant**” means the grant offered by the Scottish Ministers to the Grantee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

“**Grantee**” means the person, organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the “Grantee” are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

“**Intellectual Property Rights**” means all copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project/Programme by or on behalf of the Grantee;

“**Project/Programme**” means the purpose for which the Grant has been awarded as described in the Offer of Grant;

“**Payment**” means each of the payments specified in Schedule 1 hereto.

“**Subsidy Control**” means the United Kingdom’s international commitments on subsidy control arising from, amongst others, the EU-UK Trade and Co-operation Agreement, World Trade Organisation Membership and commitments arising from international treaties and agreements to which the United Kingdom is party.

“UK GDPR” means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).

Equality, Inclusion and Human Rights Directorate
Equality and Human Rights Division



Scottish Government
Riaghaltas na h-Alba
gov.scot

E: [REDACTED]@gov.scot

[REDACTED]
LGBT Youth Scotland
5/1 Mitchell House
Mitchell Street
Edinburgh
EH6 7BD

30 September 2022

To Whom It May Concern,

OFFER OF GRANT – DELIVERING EQUALLY SAFE – 1 OCTOBER 2022 – 31 MARCH 2023

The Scottish Ministers in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968 hereby offer to give to LGBT Youth Scotland (“the Grantee”) a grant of up to £25,000.00. This will be payable over 1 October 2022 – 31 March 2023 in connection with the Delivering Equally Safe Project, which is more particularly described in Part 1 of Schedule 1 (“the Project/Programme”) subject to the following terms and conditions.

1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in **Schedule 4** shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, subparagraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.
- 1.5 This Agreement shall not be varied except by an instrument in writing signed by both parties.

2. Purposes of the Grant

- 2.1 The Grant is made to enable the Grantee to carry out the Project/Programme.
- 2.2 The Grant shall only be used for the purposes of the Project/Programme, as required, and for no other purpose whatsoever.
- 2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.
- 2.4 The main objectives/expected outcomes of the Grant are:
1. Women and children affected by violence are identified (early)
 2. Women and children's safety needs are met
 3. Women and children's wider wellbeing needs are met
 4. Fewer people adhere to gender stereotypes
 5. People have increased understanding of all forms of VAWG (causes, consequences, and appropriate responses)
 6. Power, decision-making and material resources are distributed more equally between men and women.
 7. Tolerance of VAWG is reduced and people are more likely to recognise and challenge it
 8. Perpetrators are identified early
 9. Perpetrators are supported to change their behaviour
 10. Perpetrators are sanctioned / held to account
 11. Violence against women and girls is reduced / eradicated
 12. Negative impacts on women and children who have been affected by violence are reduced / eradicated
- 2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored by Inspiring Scotland as the Fund Managers and administrators.

2.6 The eligible costs for which the Grant can be claimed are:

- staff salaries and associated costs
- direct project costs

Further detail of the funding agreed is in Schedule 1.

2.7 The eligible costs exclude:

- reclaimable Value Added Tax
- redundancy payments
- capital expenditure, including the purchasing of property
- dissemination of funds to other recipients.

3. Payment of Grant

3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **Schedule 1** attached.

3.2 In addition to the progress and financial reports to be submitted in relation to the funded Project/Programme, the Grantee shall within four weeks of the end of the funded period in which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **Schedule 3**. The statement shall be signed by the Grantee's Director/CEO/authorised signatory.

3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project/Programme, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of two per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, **any instalment of the Grant which has not been claimed by the Grantee by 31 March 2023 as set out in Schedule 1**, unless otherwise agreed in writing by the Scottish Ministers.

4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project/Programme in the form of bi-annual progress reports, and quarterly financial reports and any other learning input as agreed with Inspiring Scotland as Fund Managers. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the 6 month period and/or the Project/Programme as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.

4.2 Revisions to targets/milestones against which progress in achieving outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.

4.3 The Grantee shall, on completion of the Project/Programme, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project/Programme. Such a report shall include such statistical and other information relating to the impact of the Project/Programme as shall be required by the Scottish Ministers.

4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project/Programme is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.

4.5 The Grantee shall keep and maintain for a period of six years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

4.6 The Grantee will comply with any organisational health check and/or financial monitoring visit to be undertaken by the fund manager, Inspiring Scotland.

4.7 The Grantee must have robust safeguarding policies in place to protect vulnerable groups. The Grantee must also have in place clear processes which must be followed if it becomes aware of specific incidents, including referral to the relevant authorities where necessary. Where the Grantee is working directly through a partner organisation, the Grantee is required to have undertaken due diligence in relation to safeguarding arrangements, including obtaining evidence of satisfactory safeguarding policies and / or procedures by the Grantee's partner organisation. The Grantee must report all and any cases of suspected abuse or malpractice relating to anyone involved in delivery of the Project/Programme or any beneficiary of the Project/Programme to Scottish Ministers and the relevant authorities immediately. The Grantee must, upon request from Scottish Ministers, provide copies of the safeguarding policies and procedures referred to in this clause.

4.8 In the event of the Grantee becoming aware of or suspecting:

- any irregular or fraudulent activity in relation to the Grant or Project/Programme, or any part of either of them; and/or
- any safeguarding incident by or in respect of any person involved in the Project/Programme,

the Grantee shall immediately notify the Scottish Ministers of such activity or incident and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project/Programme and the use of the Grant. In so notifying Scottish Ministers, the Grantee must also confirm that such irregular or fraudulent activity or safeguarding incident has been referred to the relevant regulatory or other authorities as appropriate, in line with any statutory duty and otherwise in line with any guidance issued from time to time on Notifiable Events by either the Office of the Scottish Charity Regulatory (OSCR) or as appropriate the Charity Commission for England and Wales. For the avoidance of doubt, in this agreement, a “safeguarding incident” includes any incident of abuse or mistreatment of any vulnerable person.

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5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project/Programme.

5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty’s Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement

5.3 The Grantee shall ensure that all requirements of Data Protection Laws are fulfilled in relation to the Project/Programme.

5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

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The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds during the lifetime of the asset. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

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The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project/Programme the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.

8. Intellectual Property Rights

8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.

8.2 The Grantee shall ensure that nothing contained in any materials produced or submitted to the Scottish Ministers by the Grantee or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of any third party copyright or intellectual property right and shall indemnify the Scottish Ministers against all actions, proceedings, claims and demands made by reason of any such infringement.

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9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:

9.1.1 The Grantee commits a Default;

9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;

9.1.3 The Grantee fails to carry out the Project/Programme;

9.1.4 In the Scottish Ministers' opinion, the progress on the Project/Programme is not satisfactory; or

9.1.5 In the Scottish Ministers' opinion, the future of the Project/Programme is in jeopardy. ; or

9.1.6 In the Scottish Ministers' opinion, the Grant is likely to bring the reputation of the Scottish Ministers into disrepute..

9.2 If the Grant (or any part or condition thereof) does not comply with applicable Subsidy Control obligations, Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time in accordance with law.

9.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:

9.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

9.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or

9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or overall or any part of the Grantee's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

9.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 9.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of two per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.

9.5 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.

9.6 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 9.1 to 9.3 shall not be construed as a waiver of such right or remedy.

10. Assignment

The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of the Scottish Ministers.

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The Agreement may be terminated by the Scottish Ministers giving not less than three months' notice in writing from the date of the notice being sent.

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The Grantee shall ensure that its employees shall not breach the terms of the Bribery Act 2010 in relation to this or any other grant. The Grantee shall ensure that adequate controls are in place to prevent bribery.

13. Continuation of Conditions

13.1 These Conditions, except for Condition 6, shall continue to apply for a period of five years after the end of the financial year in which the final instalment of the Grant was paid.

13.2 Condition 6 shall continue to apply until the end of the period referred to in that Condition.

14. Compliance with the Law

The Grantee shall ensure that in relation to the Project/Programme, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

15. Governing Law

This contract is governed by the Law of Scotland and the parties hereby prorogate to the exclusive jurisdiction of the Scottish Courts.

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one full copy of the offer of Grant and Schedules electronically to [\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot) and copy to [\[REDACTED\]@inspiringscotland.org.uk](mailto:[REDACTED]@inspiringscotland.org.uk). If the person accepting the grant and the witness are unable to sign the grant acceptance letter electronically, an email trail that makes clear this offer has been accepted by both parties before being sent onto me will suffice. You should retain a copy of the offer of Grant and Schedules for your own records.

Yours Faithfully,



NICK BLAND
Deputy Director for Equality and Inclusion

GRANT ACCEPTANCE

On behalf of LGBT Youth Scotland. I accept the foregoing offer of Grant by the Scottish Ministers dated 30 September 2022 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that LGBT Youth Scotland is solvent. I confirm that I hold the relevant signing authority.

Signed: *[Director/Company Secretary/Authorised Signatory]*

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Witness Signature:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT/PROGRAMME

Funding will support work with LGBTI young people through the Voice Unheard focus group, to raise awareness of LGBTI experiences of domestic abuse and GBV with decision makers and professionals.

PART 2: PAYMENT OF GRANT

6. The total Grant of up to £25,000.00 shall be payable by Inspiring Scotland on behalf of the Scottish Ministers to the Grantee on receipt of completed finance reports together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant

2. The total Grant shall be payable over 1 October 2022 to 31 March 2023 in instalments as per the payment schedule table below. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the end of the period, unless otherwise agreed in writing by the Scottish Ministers.

	Amount	Financial Report and Claim Date	Payment Date
Payment	£12,500.00	On receipt of grant acceptance	14 October 2022
Payment	£12,500.00	6 January 2023	13 January 2023
Total	£25,000.00		

3. The Grantee shall provide a quarterly profile of expenditure of the Grant before the start of the period of funding. Any change to the profile or to the overall costs of the Project/Programme shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.

4. Each claim shall be for an amount equal to the estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Project until the next claim is due to be submitted.

5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.

6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the Project/Programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within three weeks of receiving a claim and any required documentation and information relevant to the claim.

7. In order to facilitate the accrual of expenditure of the Grant for the period of funding the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 30 April 2023 the amount of the Grant actually expended up to and including 31 March 2023.

SCHEDULE 2

Grant claims will be made via Inspiring Scotland as Fund Managers and Administrators. Inspiring Scotland will advise the Grantee of the appropriate reporting and grant claim forms and associated monitoring information.

In order to facilitate payments Inspiring Scotland will require a copy of the signed grant acceptance. Inspiring Scotland will provide forms to confirm grantee bank details for payment.

[REDACTED]@inspiringscotland.org.uk

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

the Delivering Equally Safe Project

This is to confirm that the grant claimed by LGBT Youth Scotland in relation to the above Project/Programme during the period 1 October 2022 – 31 March 2023 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of LGBT Youth Scotland.

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

“**Agreement**” means the agreement constituted by the Scottish Ministers’ invitation to apply for a grant, the Grantee’s Application, these Conditions and the Grantee’s acceptance of these Conditions;

“**Conditions**” means these grant conditions;

“**Data Protection Laws**” means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

“**Default**” means:

- (a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- (b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- (c) Any breach of any legislation; or
- (d) Any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents or representatives;

“**Period of funding**” means the period from 1st October 2022 – 31st March 2023;

“**Grant**” means the grant offered by the Scottish Ministers to the Grantee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

“**Grantee**” means the person, organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the “Grantee” are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

“**Intellectual Property Rights**” means all copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project/Programme by or on behalf of the Grantee;

“**Project/Programme**” means the purpose for which the Grant has been awarded as described in the Offer of Grant;

“**Payment**” means each of the payments specified in Schedule 1 hereto.

“**Subsidy Control**” means the United Kingdom’s international commitments on subsidy control arising from, amongst others, the EU-UK Trade and Co-operation Agreement, World Trade Organisation Membership and commitments arising from international treaties and agreements to which the United Kingdom is party.

“UK GDPR” means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).

Equality, Inclusion and Human Rights



Scottish Government
Riaghaltas na h-Alba
gov.scot

E: [REDACTED]@gov.scot

[REDACTED]

LGBT Youth Scotland
5/1 Mitchell House
Mitchell Street
Edinburgh
EH6 7BD

31 March 2023

To Whom It May Concern,

OFFER OF GRANT – EQUALITY AND HUMAN RIGHTS FUND 1 April 2023 – 31 March 2024

The Scottish Ministers in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968 hereby offer to give to LGBT Youth Scotland (“the Grantee”) a grant of up to £290,870.50 will be payable over 1 April 2023 – 31 March 2024, in connection with LGBT Youth Scotland’s National Programmes – Equality and Human Rights Fund, which is more particularly described in Part 1 of Schedule 1 (“the Project/Programme”) and subject to the following terms and conditions.

Any further conditions will be confirmed with an organisation by the fund manager, Inspiring Scotland.

1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in **Schedule 4** shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, subparagraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these

Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.

1.5 This Agreement shall not be varied except by an instrument in writing signed by both parties.

2. Purposes of the Grant

2.1 The Grant is made to enable the Grantee to carry out the Project/Programme.

2.2 The Grant shall only be used for the purposes of the Project/Programme as required, and for no other purpose whatsoever.

2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

2.4 The main objectives/expected outcomes of the Grant are:

- People have greater awareness of their human rights and how to access them;
- People with protected characteristics have increased participation in public life;
- People with protected characteristics have increased influence in decisions that affect them;
- Public services increasingly embed equality and human rights in their strategic planning and their day-to-day functions
- The experience of people with protected characteristics is increasingly used to inform the policy and practice of public bodies

The outcomes may be updated during the course of the grant period

2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored by Inspiring Scotland as the Fund Managers and administrators are:

This fund will support LGBT Youth Scotland's national programmes, including 10 staff members, focusing on improving equality and human rights for LGBTI young people in Scotland and making our country the best place for them to grow up. We will do this by amplifying LGBTI young peoples' voices, providing rich data to affect change, sharing our knowledge and experience to support public bodies and the education sector in LGBTI inclusion, and raising awareness in LGBTI young people of their rights and how to access them.

2.6 The eligible costs for which the Grant can be claimed are:

- staff salaries and associated costs
- direct project costs

Further detail of the funding agreed is in Schedule 1.

2.7 The eligible costs exclude:

- reclaimable Value Added Tax

- any employment costs arising from the Grantee's legal obligations to its employees, for example parental leave, sick leave, redundancy
- capital expenditure, including the purchasing of property
- dissemination of funds to other recipients.

3. Payment of Grant

3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **Schedule 1** attached.

3.2 In addition to the progress and financial reports to be submitted in relation to the funded Project/Programme, the Grantee shall within four weeks of the end of the funded period in which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **Schedule 3**. The statement shall be signed by the Grantee's Director/CEO/authorised signatory.

3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project/Programme, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of two per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, **any instalment of the Grant which has not been claimed by the Grantee by 31 March 2024 as set out in Schedule 1**, unless otherwise agreed in writing by the Scottish Ministers.

4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of Project/Programme in the form of bi-annual progress reports, and quarterly financial reports and any other learning input as agreed with Inspiring Scotland as Fund Managers. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the 12 month period and/or the Project/Programme as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.

4.2 Revisions to targets/milestones against which progress in achieving outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.

4.3 The Grantee shall, on completion of the Project/Programme, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project/Programme. Such a report shall include such statistical and other information relating to the impact of the Project/Programme as shall be required by the Scottish Ministers.

4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project/Programme is consistent with the

Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.

4.5 The Grantee shall keep and maintain for a period of six years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

4.6 The Grantee will comply with any organisational health check and/or financial monitoring visit to be undertaken by the fund manager, Inspiring Scotland.

4.7 The Grantee must have robust safeguarding policies in place to protect vulnerable groups. The Grantee must also have in place clear processes which must be followed if it becomes aware of specific incidents, including referral to the relevant authorities where necessary. Where the Grantee is working directly through a partner organisation, the Grantee is required to have undertaken due diligence in relation to safeguarding arrangements, including obtaining evidence of satisfactory safeguarding policies and / or procedures by the Grantee's partner organisation. The Grantee must report all and any cases of suspected abuse or malpractice relating to anyone involved in delivery of the Project/Programme or any beneficiary of the Project/Programme to Scottish Ministers and the relevant authorities immediately. The Grantee must, upon request from Scottish Ministers, provide copies of the safeguarding policies and procedures referred to in this clause.

4.8 In the event of the Grantee becoming aware of or suspecting:

- any irregular or fraudulent activity in relation to the Grant or Project/Programme, or any part of either of them; and/or
- any safeguarding incident by or in respect of any person involved in the Project/Programme,

the Grantee shall immediately notify the Scottish Ministers of such activity or incident and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project/Programme and the use of the Grant. In so notifying Scottish Ministers, the Grantee must also confirm that such irregular or fraudulent activity or safeguarding incident has been referred to the relevant regulatory or other authorities as appropriate, in line with any statutory duty and otherwise in line with any guidance issued from time to time on Notifiable Events by either the Office of the Scottish Charity Regulatory (OSCR) or as appropriate the Charity Commission for England and Wales. For the avoidance of doubt, in this agreement, a "safeguarding incident" includes any incident of abuse or mistreatment of any vulnerable person.

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9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or overall or any part of the Grantee's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

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9.5 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.

9.6 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 9.1 to 9.3 shall not be construed as a waiver of such right or remedy.

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13.2 Condition 6 shall continue to apply until the end of the period referred to in that Condition.

14. Compliance with the Law

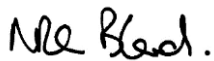
The Grantee shall ensure that in relation to the Project/Programme, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

15. Governing Law

This contract is governed by the Law of Scotland and the parties hereby prorogate to the exclusive jurisdiction of the Scottish Courts.

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one full copy of the offer of Grant and Schedules electronically to [\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot) and copy to [\[REDACTED\]@inspiringscotland.org.uk](mailto:[REDACTED]@inspiringscotland.org.uk). If the person accepting the grant and the witness are unable to sign the grant acceptance letter electronically, an email trail that makes clear this offer has been accepted by both parties before being sent onto me will suffice. You should retain a copy of the offer of Grant and Schedules for your own records.

Yours Faithfully



NICK BLAND
Deputy Director for Equality and Inclusion

GRANT ACCEPTANCE

On behalf of LGBT Youth Scotland, I accept the foregoing offer of Grant by the Scottish Ministers dated 31 March 2023 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that LGBT Youth Scotland is solvent. I confirm that I hold the relevant signing authority.

Signed: *[Director/Company Secretary/Authorised Signatory]*

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Witness Signature:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT/PROGRAMME

This fund will support LGBT Youth Scotland's national programmes, including 10 staff members, focusing on improving equality and human rights for LGBTI young people in Scotland and making our country the best place for them to grow up. We will do this by amplifying LGBTI young peoples' voices, providing rich data to affect change, sharing our knowledge and experience to support public bodies and the education sector in LGBTI inclusion, and raising awareness in LGBTI young people of their rights and how to access them.

This will pay for the delivery costs of the above activity based on your detailed budget agreed with Inspiring Scotland.

PART 2: PAYMENT OF GRANT

7. The total Grant of up to £290,870.50 shall be payable by Inspiring Scotland on behalf of the Scottish Ministers to the Grantee on receipt of completed finance reports together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant

2. The total Grant shall be payable over 1 April 2023 – 31 March 2024 in instalments as per the payment schedule table below. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the end of the period, unless otherwise agreed in writing by the Scottish Ministers.

Payments	Amount	Financial Report and Claim Date	Payment Date
Payment 7	£72,717.63	On receipt of grant acceptance and relevant finance report	From 13 April 2023
Payment 8	£72,717.63	On receipt of Finance Report	From 13 July 2023
Payment 9	£72,717.63	On receipt of Finance Report	From 13 October 2023
Payment 10	£72,717.63	On receipt of Finance Report	From 12 January 2024
Total	£290,870.50		

3. The Grantee shall provide a quarterly profile of expenditure of the Grant before the start of the period of funding. Any change to the profile or to the overall costs of the Project/Programme shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.

4. Each claim shall be for an amount equal to the estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Project until the next claim is due to be submitted.

5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.

6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the Project/Programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within three weeks of receiving a claim and any required documentation and information relevant to the claim.

7. In order to facilitate the accrual of expenditure of the Grant for the period of funding the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 30 April 2025 the amount of the Grant actually expended up to and including 31 March 2024.

SCHEDULE 2

Grant claims will be made via Inspiring Scotland as Fund Managers and Administrators. Inspiring Scotland will advise the Grantee of the appropriate reporting and grant claim forms and associated monitoring information.

In order to facilitate payments Inspiring Scotland will require a copy of the signed grant acceptance. Inspiring Scotland will provide forms to confirm grantee bank details for payment.

[REDACTED]@inspiringscotland.org.uk

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

LGBT Youth Scotland's National Programmes

This is to confirm that the grant claimed by LGBT Youth Scotland in relation to the above Project/Programme during the period 1 April 2023 – 31 March 2024 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of LGBT Youth Scotland.

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

“**Agreement**” means the agreement constituted by the Scottish Ministers’ invitation to apply for a grant, the Grantee’s Application, these Conditions and the Grantee’s acceptance of these Conditions;

“**Conditions**” means these grant conditions;

“**Data Protection Laws**” means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

“**Default**” means:

- (a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- (b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- (c) Any breach of any legislation; or
- (d) Any negligence or negligent or fraudulent miss-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents or representatives;

“**Period of funding**” means the period from 1 April 2023 – 31 March 2024;

“**Grant**” means the grant offered by the Scottish Ministers to the Grantee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

“**Grantee**” means the person, organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the “Grantee” are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

“**Intellectual Property Rights**” means all copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project/Programme by or on behalf of the Grantee;

“**Project/Programme**” means the purpose for which the Grant has been awarded as described in the Offer of Grant;

“**Payment**” means each of the payments specified in Schedule 1 hereto.

“**Subsidy Control**” means the United Kingdom’s international commitments on subsidy control arising from, amongst others, the EU-UK Trade and Co-operation Agreement, World Trade Organisation Membership and commitments arising from international treaties and agreements to which the United Kingdom is party.

“UK GDPR” means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).

Equality, Inclusion and Human Rights Directorate
Equality, Inclusion and Human Rights Division



Scottish Government
Riaghaltas na h-Alba
gov.scot

E: [REDACTED]@gov.scot

[REDACTED]

LGBT Youth Scotland
5/1 Mitchell House
Mitchell Street
Edinburgh
EH6 7BD

31 March 2023

To Whom It May Concern,

OFFER OF GRANT – DELIVERING EQUALLY SAFE – 1 April 2023 – 31 March 2024

The Scottish Ministers in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968 hereby offer to give to LGBT Youth Scotland (“the Grantee”) a grant of up to £49,490.00. This will be payable over 1 April 2023 – 31 March 2024 in connection with the Delivering Equally Safe Project, which is more particularly described in Part 1 of Schedule 1 (“the Project/Programme”) subject to the following terms and conditions.

Any further conditions will be confirmed with an organisation by the fund manager, Inspiring Scotland.

1. Definitions and Interpretation

1.1 In these Conditions, the words and expressions set out in **Schedule 4** shall have the meanings ascribed to them in that Schedule.

1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.

1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, subparagraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.

1.5 This Agreement shall not be varied except by an instrument in writing signed by both parties.

2. Purposes of the Grant

2.1 The Grant is made to enable the Grantee to carry out the Project/Programme.

2.2 The Grant shall only be used for the purposes of the Project/Programme, as required, and for no other purpose whatsoever.

2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

2.4 The main objectives/expected outcomes of the Grant are:

1. Women and children affected by violence are identified (early)
2. Women and children's safety needs are met
3. Women and children's wider wellbeing needs are met
4. Fewer people adhere to gender stereotypes
5. People have increased understanding of all forms of VAWG (causes, consequences, and appropriate responses)
6. Power, decision-making and material resources are distributed more equally between men and women.
7. Tolerance of VAWG is reduced and people are more likely to recognise and challenge it
8. Perpetrators are identified early
9. Perpetrators are supported to change their behaviour
10. Perpetrators are sanctioned / held to account
11. Violence against women and girls is reduced / eradicated
12. Negative impacts on women and children who have been affected by violence are reduced / eradicated

2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored by Inspiring Scotland as the Fund Managers and administrators.

2.6 The eligible costs for which the Grant can be claimed are:

- staff salaries and associated costs
- direct project costs

Further detail of the funding agreed is in Schedule 1.

2.7 The eligible costs exclude:

- reclaimable Value Added Tax
- any employment costs arising from the Grantee's legal obligations to its employees, for example parental leave, sick leave, redundancy
- capital expenditure, including the purchasing of property
- dissemination of funds to other recipients.

3. Payment of Grant

3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **Schedule 1** attached.

3.2 In addition to the progress and financial reports to be submitted in relation to the funded Project/Programme, the Grantee shall within four weeks of the end of the funded period in which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **Schedule 3**. The statement shall be signed by the Grantee's Director/CEO/authorised signatory.

3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project/Programme, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of two per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, **any instalment of the Grant which has not been claimed by the Grantee by 31 March 2024 as set out in Schedule 1**, unless otherwise agreed in writing by the Scottish Ministers.

4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project/Programme in the form of bi-annual progress reports, and quarterly financial reports and any other learning input as agreed with Inspiring Scotland as Fund Managers. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the 12 month period and/or the Project/Programme as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.

4.2 Revisions to targets/milestones against which progress in achieving outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.

4.3 The Grantee shall, on completion of the Project/Programme, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project/Programme. Such a report shall include such statistical and other information relating to the impact of the Project/Programme as shall be required by the Scottish Ministers.

4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project/Programme is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.

4.5 The Grantee shall keep and maintain for a period of six years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

4.6 The Grantee will comply with any organisational health check and/or financial monitoring visit to be undertaken by the fund manager, Inspiring Scotland.

4.7 The Grantee must have robust safeguarding policies in place to protect vulnerable groups. The Grantee must also have in place clear processes which must be followed if it becomes aware of specific incidents, including referral to the relevant authorities where necessary. Where the Grantee is working directly through a partner organisation, the Grantee is required to have undertaken due diligence in relation to safeguarding arrangements, including obtaining evidence of satisfactory safeguarding policies and / or procedures by the Grantee's partner organisation. The Grantee must report all and any cases of suspected abuse or malpractice relating to anyone involved in delivery of the Project/Programme or any beneficiary of the Project/Programme to Scottish Ministers and the relevant authorities immediately. The Grantee must, upon request from Scottish Ministers, provide copies of the safeguarding policies and procedures referred to in this clause.

4.8 In the event of the Grantee becoming aware of or suspecting:

- any irregular or fraudulent activity in relation to the Grant or Project/Programme, or any part of either of them; and/or
- any safeguarding incident by or in respect of any person involved in the Project/Programme,

the Grantee shall immediately notify the Scottish Ministers of such activity or incident and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project/Programme and the use of the Grant. In so notifying Scottish Ministers, the Grantee must also confirm that such irregular or fraudulent activity or safeguarding incident has been referred to the relevant regulatory or other authorities as appropriate, in line with any statutory duty and otherwise in line with any guidance issued from time to time on Notifiable Events by either the Office of the Scottish Charity Regulatory (OSCR) or as appropriate the Charity Commission for England and Wales. For the avoidance of doubt, in this agreement, a "safeguarding incident" includes any incident of abuse or mistreatment of any vulnerable person.

4.9 The grantee shall immediately inform the Scottish Ministers of any change in its constitution, for example, but not limited to, a change in status from one type of body corporate to another.

5. Confidentiality and Data Protection

5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project/Programme.

5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement

5.3 The Grantee shall ensure that all requirements of Data Protection Laws are fulfilled in relation to the Project/Programme.

5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

6. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds during the lifetime of the asset. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

7. Publicity

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project/Programme the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.

8. Intellectual Property Rights

8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.

8.2 The Grantee shall ensure that nothing contained in any materials produced or submitted to the Scottish Ministers by the Grantee or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of any third party copyright or intellectual property right and shall indemnify the Scottish Ministers against all actions, proceedings, claims and demands made by reason of any such infringement.

9. Default and Recovery etc. of Grant

9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:

9.1.1 The Grantee commits a Default;

9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;

9.1.3 The Grantee fails to carry out the Project/Programme;

9.1.4 In the Scottish Ministers' opinion, the progress on the Project/Programme is not satisfactory; or

9.1.5 In the Scottish Ministers' opinion, the future of the Project/Programme is in jeopardy. ; or

9.1.6 In the Scottish Ministers' opinion, the Grant is likely to bring the reputation of the Scottish Ministers into disrepute..

9.2 If the Grant (or any part or condition thereof) does not comply with applicable Subsidy Control obligations, Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time in accordance with law.

9.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:

9.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

9.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or

9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or overall or any part of the Grantee's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

9.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 9.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of two per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.

9.5 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.

9.6 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 9.1 to 9.3 shall not be construed as a waiver of such right or remedy.

10. Assignment

The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of the Scottish Ministers.

11. Termination

The Agreement may be terminated by the Scottish Ministers giving not less than three months' notice in writing from the date of the notice being sent.

12. Corrupt Gifts and Payments of Commission

The Grantee shall ensure that its employees shall not breach the terms of the Bribery Act 2010 in relation to this or any other grant. The Grantee shall ensure that adequate controls are in place to prevent bribery.

13. Continuation of Conditions

13.1 These Conditions, except for Condition 6, shall continue to apply for a period of five years after the end of the financial year in which the final instalment of the Grant was paid.

13.2 Condition 6 shall continue to apply until the end of the period referred to in that Condition.

14. Compliance with the Law

The Grantee shall ensure that in relation to the Project/Programme, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

15. Governing Law

This contract is governed by the Law of Scotland and the parties hereby prorogate to the exclusive jurisdiction of the Scottish Courts.

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one full copy of the offer of Grant and Schedules electronically to [\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot) and copy to [\[REDACTED\]@inspiringscotland.org.uk](mailto:[REDACTED]@inspiringscotland.org.uk). If the person accepting the grant and the witness are unable to sign the grant acceptance letter electronically, an email trail that makes clear this offer has been accepted by both parties before being sent onto me will suffice. You should retain a copy of the offer of Grant and Schedules for your own records.

Yours Faithfully,



NICK BLAND
Deputy Director for Equality and Inclusion

GRANT ACCEPTANCE

On behalf of LGBT Youth Scotland. I accept the foregoing offer of Grant by the Scottish Ministers dated 31 March 2023 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that LGBT Youth Scotland is solvent. I confirm that I hold the relevant signing authority.

Signed: *[Director/Company Secretary/Authorised Signatory]*

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Witness Signature:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT/PROGRAMME

Funding will support work with LGBTI young people through the Voice Unheard focus group, to raise awareness of LGBTI experiences of domestic abuse and GBV with decision makers and professionals.

PART 2: PAYMENT OF GRANT

8. The total Grant of up to £49,490.00 shall be payable by Inspiring Scotland on behalf of the Scottish Ministers to the Grantee on receipt of completed finance reports together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant

2. The total Grant shall be payable over 1 April 2023 to 31 March 2024 in instalments as per the payment schedule table below. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the end of the period, unless otherwise agreed in writing by the Scottish Ministers.

Payments	Amount	Financial Report and Claim Date	Payment Date
Payment 7	£12,372.50	On receipt of grant acceptance and relevant finance report	From 13 April 2023
Payment 8	£12,372.50	On receipt of Finance Report	From 13 July 2023
Payment 9	£12,372.50	On receipt of Finance Report	From 13 October 2023
Payment 10	£12,372.50	On receipt of Finance Report	From 12 January 2024

3. The Grantee shall provide a quarterly profile of expenditure of the Grant before the start of the period of funding. Any change to the profile or to the overall costs of the Project/Programme shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.

4. Each claim shall be for an amount equal to the estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Project until the next claim is due to be submitted.

5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.

6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the Project/Programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no

obligation or duty) to pay the amount determined to the Grantee within three weeks of receiving a claim and any required documentation and information relevant to the claim.

7. In order to facilitate the accrual of expenditure of the Grant for the period of funding the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 30 April 2025 the amount of the Grant actually expended up to and including 31 March 2024.

SCHEDULE 2

Grant claims will be made via Inspiring Scotland as Fund Managers and Administrators. Inspiring Scotland will advise the Grantee of the appropriate reporting and grant claim forms and associated monitoring information.

In order to facilitate payments Inspiring Scotland will require a copy of the signed grant acceptance. Inspiring Scotland will provide forms to confirm grantee bank details for payment.

[REDACTED]@inspiringscotland.org.uk

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

the Delivering Equally Safe Project

This is to confirm that the grant claimed by LGBT Youth Scotland in relation to the above Project/Programme during the period 1 April 2023 – 31 March 2024 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of LGBT Youth Scotland.

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

“**Agreement**” means the agreement constituted by the Scottish Ministers’ invitation to apply for a grant, the Grantee’s Application, these Conditions and the Grantee’s acceptance of these Conditions;

“**Conditions**” means these grant conditions;

“**Data Protection Laws**” means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

“**Default**” means:

- (a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- (b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- (c) Any breach of any legislation; or
- (d) Any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents or representatives;

“**Period of funding**” means the period from 1 April 2023 – 31 March 2024;

“**Grant**” means the grant offered by the Scottish Ministers to the Grantee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

“**Grantee**” means the person, organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the “Grantee” are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

“**Intellectual Property Rights**” means all copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project/Programme by or on behalf of the Grantee;

“**Project/Programme**” means the purpose for which the Grant has been awarded as described in the Offer of Grant;

“**Payment**” means each of the payments specified in Schedule 1 hereto.

“**Subsidy Control**” means the United Kingdom’s international commitments on subsidy control arising from, amongst others, the EU-UK Trade and Co-operation Agreement, World Trade Organisation Membership and commitments arising from international treaties and agreements to which the United Kingdom is party.

“UK GDPR” means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).