

Grant Offer Terms - Equality & Human Rights Fund, Equal Media and Culture Centre, and Equal Representation projects

Organisation name

Engender

Email address

Please enter your email address so we can send a copy of the agreement to you. *

Terms & Conditions

I agree to the following grant terms and conditions on behalf of the organisation:

The grant will only be used for the agreed purposes as detailed in your Equality and Human Rights 2026-27 Reprofile Form, contributing to the Equality and Human Rights programme (the "Programme") outcomes, plus workplan agreed for the Equal Media and Culture Centre and Equal Representation projects, and in accordance with the terms and conditions of this agreement. This funding is for the period 1 April 2026 to 31 March 2027.

1. As the Programme is funded through the Scottish Government on behalf of the Scottish Ministers, no part of the grant shall be used to fund 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. The organisation agrees to advise Inspiring Scotland, as soon as possible, of any changes which may materially affect the purpose of the grant or plans set out in the Programme application, budget and agreed project plan.
3. The organisation will keep Inspiring Scotland fully informed of the progress of grant funded activity and evaluate the impact of funded work against the aims and outcomes of the Programme.
4. The organisation will share learning with Inspiring Scotland, submitting progress update(s) or report(s) on activity and impact as communicated by the Inspiring Scotland Programme management team.

5. The organisation agrees to provide any other additional information relevant to the grant and/or the organisation when reasonably requested by Inspiring Scotland.

6. The organisation agrees to notify Inspiring Scotland immediately of any actual or potential circumstances, events, or actions that could reasonably be expected to impact the operation or reputation of the organisation, the Programme, or the funding. This includes, but is not limited to, employment matters, legal proceedings, regulatory investigations, significant governance issues, or any matter that may attract adverse media attention.

7. The organisation agrees that information regarding the organisation and the grant paid in each financial year will be shared via the Inspiring Scotland website as part of Inspiring Scotland audit requirements. Funding details may also be included on Scottish Government and other partner websites and annual reports where applicable.

8. The organisation must keep proper and complete financial records of grant expenditure and have suitable financial controls in place. Inspiring Scotland reserve the right to review these financial records.

9. The organisation will provide a breakdown of grant expenditure satisfactory to Inspiring Scotland as per the monitoring schedule communicated by the Inspiring Scotland Programme management team.

10. To meet Scottish Government requirements, the organisation shall keep and maintain for a period of six years after the expenditure occurs, adequate and proper records of grant expenditure.

11. The organisation will not, without prior consent, dispose of any asset purchased with the grant within three years of the asset being acquired or developed. Where relevant during that period, Scottish Government via Inspiring Scotland, shall be entitled to the proceeds of the disposal, or a relevant proportion based on the grant funding used to acquire it. Recovery will not be required where the value of the asset is less than £1,000 at the time of disposal.

12. The organisation shall where reasonably practicable acknowledge in publicity material the contribution of the Scottish Government to the Programme, and funding of activities.

13. In accordance with Scottish Government requirements the organisation:

- a. agrees and acknowledges that all intellectual property rights arising from the funded work must vest in the Crown or its assignees. Pursuant to this, the organisation hereby assigns, from the date of creation, all intellectual property rights arising from the funded work to Inspiring Scotland; and
- b. shall ensure that nothing contained in any materials produced or submitted to Inspiring Scotland by the organisation 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 Inspiring Scotland against all actions, proceedings, claims and demands made by reason of any such infringement.

14. The organisation will comply with all legislation in force in Scotland and is responsible for ensuring that grant expenditure is in accordance with all applicable legal requirements. This includes, but is not limited to, state aid subsidy control and procurement law. The organisation will follow all organisational compliance, data protection laws, and safeguarding procedures, and guidance relevant to their organisation and keep updated on any changes. This includes, but is not limited to, compliance with any regulators relevant to the legal form and status and activities of the organisation, for example, the Care Inspectorate, the Scottish

Charity Regulator (OSCR), the regulator of Community Interest Companies, and Companies House.

15. The organisation will follow measures to support the health and wellbeing of all staff, volunteers, participants and other persons they are in contact with. Amongst other things, the organisation will understand and follow:

- a. Health and Safety guidance <https://www.hse.gov.uk/simple-health-safety/index.htm>
- b. The Equality Act 2010 <https://www.gov.uk/guidance/equality-act-2010-guidance>
- c. National Guidance for Child Protection in Scotland <https://www.gov.scot/publications/national-guidance-child-protection-scotland-2021-updated-2023/>
- d. Guidance to protect 'adults at risk' as described by the Adult Support and Protection (Scotland) Act 2007 <http://www.actagainstharm.org/>
- e. Data protection regulations and principles including the UK General Data Protection Regulation ("UK GDPR"), Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the Data (Use and Access) Act 2025 ("DUAA"). The Information Commissioner's Office ("ICO") is responsible for publishing regulatory guidance on its website - www.ico.org.uk.
- f. Fair Work First Guidance <https://www.gov.scot/publications/fair-work-first-guidance-3/pages/1/>

16. Inspiring Scotland may ask for repayment in whole or part in the event of a breach of any of the terms of this agreement or if funds are not spent by the agreed funding period.

17. This agreement may be terminated by Inspiring Scotland giving not less than three months' notice in writing from the date of the notice being sent.

I (the undersigned) confirm I am duly authorised to agree to the terms and conditions of this Grant Offer, on behalf of the organisation named above. *

☐ I agree

Signing your document

After pressing the submit button below, you will be asked to e-sign the document to agree to the terms and conditions above.

To sign the document:

- 1 - Use your mouse or finger on a touch enabled device; or
Tick the box that says "type your name to sign" to use your keyboard.
- 2 - Click on Submit Signed Response
- 3 - You will receive an e-mail prompting you to verify your signature. This email will be from **Inspiring Scotland**, using the email address **enquiries@inspiringscotland.org.uk**

Click on the link within the email(or copy and paste the link into your browser). **You must do this to complete the signing of the grant offer.**

4 - You will receive a final email confirmation containing a link which allows you to view a record of the e-signature. Store this email somewhere safe.

Please note: These emails may be caught in spam filters so if you don't receive them within a few minutes you should check junk mail folders or spam filters.

Inspiring Scotland Registered Office: Suite 2, 14 New Mart Road, Edinburgh, EH14 1RL
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Contact Information