

**For the competitive award of grants  
supporting the design, implementation  
and management of the Scottish  
Government's International Development  
Inclusive Education Programme in Malawi,  
Rwanda and Zambia**

**Call for Proposals and Application Form**

**February 2024**

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For the competitive award of grants supporting the design, implementation and management of the Scottish Government's International Development Inclusive Education Programme in Malawi, Rwanda and Zambia

Strand 1: Support for Disabled Learners and Additional Support Needs

Strand 2: Scholarships supporting women and girls to complete secondary and transition to tertiary education and TVET

Reference – SGIE2024

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## **A. Introduction**

1. The Scottish Government (SG) wishes to commission an organisation or organisations or a consortium (the grant holder/s) with inclusive education expertise relevant and appropriate to the contexts of Malawi, Rwanda and Zambia (the Government of Zambia has agreed that the programme will be focused in Central Province), to undertake the design, implementation, and ongoing management of the **two principal strands of a new multi-year Inclusive Education Programme, supported by the International Development Fund (IDF)**.
2. The total value of the Programme (covering all three countries) will be **up to £2.5m per year (inclusive of management costs and any VAT), for five years (from the financial year 2024/25 to 2028/29, with the possibility of extension)**, subject to the annual approval of SG budgets by the Scottish Parliament and/or any earlier termination in accordance with the grant conditions.
3. **The £2.5m per year comprises £1.5m per year for Strand 1 – Support for disabled learners and learners with additional needs (£500,000 each for Malawi, Rwanda and Zambia per year) and £1m per year for Strand 2 – Scholarships for Women and girls to complete secondary and transition to tertiary education or TVET (around £330,000 each for Malawi, Rwanda and Zambia per year).**
4. **As set out in Section B2 of this Call for Proposals, applicants may submit a proposal for Strand 1, Strand 2, or apply for both Strands 1 and 2.**
5. We have been clear since our Review of our approach to international development in 2020/21 that in all our future international development and humanitarian work, we will be guided by three underpinning approaches: alignment with our new International Development Principles; taking a feminist approach; and pursuing an equalising power agenda in our relationships with our partner countries and other Global South countries. In relation to this Call for Proposals, therefore, applicants should note the following in particular:

6. **The successful grant holder is required to work closely with stakeholders from the SG's African partner countries (PCs)** (Malawi, Zambia and Rwanda) and Scotland to: within specified parameters (see [programme objectives](#) section) design the programme (using a participatory approach that involves stakeholders affected by the programme), implement the programme in line with international inclusive education good practice<sup>1</sup>; and provide appropriate and ongoing management of the relevant Strand(s) of the Programme, including ensuring appropriate monitoring, evaluation and safeguarding arrangements are in place.
7. In line with [our International Strategy](#) and our commitment to deliver on a feminist approach<sup>2</sup> to international relations by embedding human rights, country-led development and the prioritisation of the rights of women and girls, **the successful organisation will be required to mainstream gender equality throughout all aspects of the Programme** in line with [our Guidance Note](#).
8. In line with our SG International Development Principles, which include commitments to partner-country led development, inclusion and diversity, equality, and partnerships/collaboration, as well as our ongoing commitments to 'do no harm', proposals must be Global South-led. **Therefore, the programme design, implementation, and evaluation processes must involve meaningful participation from a diverse range of stakeholders, including marginalised groups** (for example, but not limited to, participants from a range of different: ages, sexual orientations, socio-economic backgrounds, religions, rural and urban areas, those living with disabilities) as experts by experience in our PCs.

## B. Background

### ***Scottish Government's International Development Fund***

1. The SG places great importance on Scotland being a good global citizen. This means playing its part in tackling global challenges including poverty, injustice, climate change and inequality, though both investment and policy decisions.
2. In terms of wider SG commitments on climate, as per Scottish Ministerial commitments to build a fairer and more sustainable environment, proposals

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<sup>1</sup> The Scottish Government broadly considers [UNESCO's 2017 Inclusive Education Guide](#) and the Global Partnership for Education's report '[Leaving No One Behind](#)' to be credible and authoritative sources of what inclusive education means in practice – which includes helping learners with disabilities and special education needs as part of a broader commitment to valuing the presence, participation and achievement of all learners, regardless of their contexts and personal characteristics

<sup>2</sup> <https://www.gov.scot/publications/stakeholder-engagement-workshops-scotlands-feminist-approach-foreign-policy-evidence-report/pages/1/>

should take account of the need for sustainable use of resources<sup>3</sup>. To support and promote fair work practices, another important requirement for the grant-holders is alignment with the [Fair Work First criteria](#) as well as equivalent arrangements and legal requirements in partner countries.

3. At the forefront of our efforts is the IDF, which was established in 2005 to support our international development work through financial investment.

### ***SG International Development Strategy***

4. Four SG PCs were identified for ongoing development cooperation following a public consultation in 2016, based both on need (HDI rankings) and their links (historic and/or contemporary) to Scotland. The PCs were affirmed in Global Citizenship: Scotland's International Development Strategy<sup>4</sup> (the 2016 Strategy), published in December 2016, which sets out our contribution to the international community. Our new International Strategy (published January 2024) affirms that contribution, our commitment to Malawi, Rwanda and Zambia as our African partner countries, and our intention to advance access to education for the most marginalised, especially girls and learners with additional support needs.

### ***SG International Development Review 2020/21 (March 2021)***

5. In 2020/21, we undertook a review of our approach to International Development in the light of COVID-19 and to respond to issues for international development highlighted by the Black Lives Matter movement<sup>5</sup>. The outcomes of the Review were announced through a statement made by the then Minister for International Development, Jenny Gilruth, to the Scottish Parliament by means of a Government-Initiated Parliamentary Question (GIPQ) on 3 March 2021<sup>6</sup>.
6. The outcomes from our Review, and further evolution of our programme, may be seen to be centred on changes to:
  - our underpinning approach; and
  - the key thematic areas for our investment in Malawi, Rwanda and Zambia; note that our investment in Pakistan, through our existing Women and Girls' Scholarships Programme, was confirmed to remain.
7. A key outcome of the Review in terms of our future approach, and commitments announced through the GIPQ, relevant to this programme include that SG would commit to partner country-led development; amplifying

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<sup>3</sup> Due to the nature of the programme we have not required responses on reducing emissions or mitigating climate change. However, Scottish Ministers welcome creative thinking and commitment in how to build and shape sustainable solutions and supply chains for African countries ensuring that a key consideration in how our supply chains are shaped includes minimising emissions, sustainable use of resources (energy, materials, water), underpinning a [circular economy](#) and supporting our [Carbon Management Plan](#).

<sup>4</sup> The Scottish Government. 2016. <https://www.gov.scot/publications/global-citizenship-scotlands-international-development-strategy/>.

<sup>5</sup> The Scottish Government. 2023. <https://www.gov.scot/policies/international-development/2020-covid-19-review/>

<sup>6</sup> The Scottish Parliament. 2021. <https://www.parliament.scot/chamber-and-committees/debates-and-questions/questions/2021/03/02/s5w35666?qry=%22white%20gaze%22>

global south voices; inclusion and diversity; and equality; and contribute to sustainable development and the fight against poverty, injustice and inequality internationally. These commitments were made through our new [International Development Principles](#) which had been co-developed with civil society in our partner countries and in Scotland during the Review.

8. Our big shift in terms of our approach has therefore been to our new Principles. Where we listened to the voices of the Global South, looked at the great work we had already achieved and looked to learn lessons from our partners. We want to put the Global South in the driving seat of our policy-making, programming, defining our strategies, shaping project delivery and wherever possible implementing with us. This is a major pivot in our traditional approach to devising funding calls and designing programmes for our development investment, and is a journey on which we will continue.
9. **Sectoral Focus:** following discussion with our partner countries during the review period, the key thematic priorities for our investment in Malawi, Rwanda and Zambia are evolving to fit with their immediate priorities. In particular to mitigate the impact on women and girls of the COVID pandemic, and reduce attainment gaps. A key consideration for us has been where we can provide financial investment, but also added value through existing expertise in Scotland in relevant subject areas selected for our ongoing development partnerships.
10. Through this process, the Review identified inclusive education as one of the thematic areas prioritised by all three of the SG's African PCs and confirmed through extensive bilateral discussion with each country, and therefore remains a key area of co-operation, for enhanced financial investment through the IDF from 2024 onwards.

## **B.1 The strategic case for supporting inclusive education**

11. The Universal Declaration on Human Rights (1948) states that education is a basic right. A range of declarations and conventions highlight the importance of education for disabled people: the Salamanca Statement on education and special needs in 1994, as well as article 24 of the United Nations Convention on the Rights of Persons with Disabilities (CRPD) adopted in 2006. The importance of education for all is also included in the Convention against Discrimination in Education 1960. In 2015, the Incheon Declaration recalled the importance of inclusive education for all, and SDG Targets relating to Goal 4 call for access to inclusive education.
12. According to UNESCO<sup>7</sup>, 'Children with disabilities are among the most marginalized and excluded groups of children; routinely, they are denied their right to quality education. Policies vary considerably worldwide, with some countries prioritising education for these children in different settings: special schools and centres; special classes in integrated schools; or inclusive

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<sup>7</sup> [A Guide for ensuring inclusion and equity in education; 2017 - 248254eng.pdf \(unesco.org\)](#)



planned Fund open to Civil Society Organisations), with the input of the Ministries of Education.

18. Finally, education is framed in our partner country development plans as, in addition to being a human right, a building block for economic growth and development, and as a pathway to widening participation in economic and social life (for example, Malawi's Vision 2063<sup>12</sup> and equivalent national development plans in Rwanda and Zambia).

## B.2 Continuing a tradition of Scottish support for inclusive education

19. **This programme aims to build on a track record** of inclusive education projects through SG IDF-funded<sup>13</sup> individual projects in our three African partner counties and in Pakistan<sup>14</sup>, including:
- The Malawi Deaf/Deafblind Awareness and Communication Training Project (2013-16), which supported Education for All, with support to mainstream primary schools to effectively include deaf learners in the classroom<sup>15</sup>
  - The Equitable Access to Education for Children with Disabilities in Malawi project (2013-16) which supported/increased access to education for disabled children and the quality of education they receive;
  - The Zambian Education School-based Training (ZEST) Project (2017-23), to improve the quality of primary school teaching and learning through a School Based Teacher Development Programme which supports teachers in developing active teaching approaches and finding solutions to the very practical issues they face in the classroom (including pupils with special educational needs), accessed through locally appropriate technologies including teachers' own mobile devices<sup>16</sup>;
  - The Online MBA Scholarship for Women in Zambia initiative, which in 2024 renews a previous partnership between the Scottish Government and Heriot Watt University for fully funded distance learning opportunities which open doors to business education for Zambian women from all backgrounds;
  - The “Fostering a social practice approach to adult literacies for improving people's quality of life in Western Rwanda” project (2017-23), has innovatively included sensitisation of families and wider communities for best effect in embedding the approach<sup>17</sup>;
  - The Scotland Pakistan Scholarships for Young Women and Girls program<sup>18</sup> commenced in 2013, initially offering scholarships solely for Masters degrees, and subsequently expanding to encompass Schools and Undergraduate studies over time. As of 2022, a total of 19,000 students across Pakistan have benefited from the Scotland Pakistan Scholarship Scheme. This includes 1,900 university students, comprising both undergraduates and

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<sup>12</sup> [Malawi Vision 2063](#) (PDF)

<sup>13</sup> Glasgow City Council also has links with Malawi that can be made use of – see ['This trip has changed lives': Glasgow teachers project links city schools with Malawi | Glasgow Times](#)

<sup>14</sup> See also the Review of the Small Grants Programme [International Small Grants Programme: review](#) (published October 2020)

<sup>15</sup> [More information on our previous Malawi projects](#)

<sup>16</sup> [More information on our previous Zambia projects](#)

<sup>17</sup> [More information on our previous Rwanda projects](#)

<sup>18</sup> [More information here on British Council Scholarships in Pakistan](#)



postgraduates, 1,218 master's students, 624 bachelor's students, and 16,474 school students.

20. However, stakeholder consultations with partner country government Ministers and officials, donor representatives and civil society organisations have confirmed that future inclusive education work funded through the SG's IDF needs to be less fragmented and more streamlined and strategic. This call for proposals aims to respond to that request.

### **B.2.1 Impact of COVID-19 on Inclusive Education.**

21. According to the OECD,<sup>19</sup> the COVID-19 pandemic is by far the largest disruption witnessed by education systems in the 21st century. At the peak of the first wave, school closures affected over 90% of all learners worldwide. This placed educators in a challenging teaching environment, and put millions of households under economic stress. The learning loss and the heightened risk of student disengagement, particularly for the most vulnerable, can have long-lasting effects on their life outcomes and future economic growth and well-being.
22. According to the World Bank<sup>20</sup>, the Covid-19 pandemic and associated closures of schools have been correlated with substantial loss in learning in Africa, including in Malawi, where the Government closed all public schools for a total of 7 months.
23. Beyond the recovery phase, the COVID-19 pandemic has illustrated the argument for exploring new approaches in inclusive education delivery from pre-primary to higher education.

### **B.2.2 Statement of Requirement**

24. The SG is seeking a suitably qualified and experienced organisation to undertake the design, implementation and management of the new Inclusive Education Programme, comprising Strand 1 (Support for Disabled Learners and those with additional support needs) in and Strand 2 (Scholarships supporting women and girls to complete secondary education and transition to tertiary education or TVET). Both strands will operate in Malawi, Rwanda and Zambia (Central Province only).
25. **Please note that organisations can apply for Strand 1, Strand 2, or apply for both Strands 1 and 2. Applicants should ensure that in all cases, their application is for the design, implementation and management of programme Strand(s) in all three countries.**

### **B3. Criteria for Grant Holders**

26. A list of assessment and eligibility criteria for the grant holder for the programme is outlined in the [Technical criteria section](#) summary, [Annex A](#) (full

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<sup>19</sup> [https://www.oecd.org/dev/NetFWD\\_Covid-EDU\\_Study.pdf](https://www.oecd.org/dev/NetFWD_Covid-EDU_Study.pdf)

<sup>20</sup> [Learning loss from Covid in Sub-Saharan Africa: Evidence from Malawi \(worldbank.org\)](#)

list), and reflected in [Annex B \(Application form\)](#). Most criteria apply regardless of the programme Strand being applied for.

27. Should your application be successful, **you will be bound by Scottish Government Terms and Conditions for International Development grants for any award**. An example of the Terms and Conditions are attached at **Annex C** and should be read in full before applying.
28. The Scottish Government is clear that it gives no IDF funding direct to other Governments; Scottish Government IDF grant funding is only available to non-governmental and civil society organisations operating in Malawi, Rwanda and Zambia. And whereas a Department of the Government of Malawi, Rwanda and Zambia, such as their Education department, may be a partner in an application for funding, applicants should note that under no circumstances should any funding received from the IDF be transferred to a Government. This must be taken into account by applicants in establishing their partnerships, for applying to the Scottish Government.

### C. Programme Objectives

1. Proposals should consider the following as high-level starting points for the development of objectives and goals supported by the grant.
  - **Strand 1:** Support a higher proportion of disabled children / those with additional needs (and girls in particular) to complete primary and secondary education (through outputs such as improving classrooms/learning environments or provision of assistive tech or teaching/learning materials or equipment)
  - **Strand 1:** Help district and provincial government to identify and bring out-of-school disabled children into the mainstream school system
  - **Strand 1:** Support the Ministry of Education to improve the capacity and development of teachers to support disabled children in mainstream contexts
  - **Strand 2:** Support a higher proportion of young women to complete secondary education and transition from secondary to tertiary education and TVET (through the provision of scholarships and other interventions aimed at removing barriers to access).
  - **Strand 2:** Increase girls and women's participation in Technical and Vocational Education and Training (TVET) and science, technology, engineering, and mathematics (STEM) subjects
  - **Strands 1 and 2:** Ensure that programme design complies with our three underpinning approaches as set out in the Background section of this Call (*our Principles, taking a feminist approach and equalising power*). This therefore includes the requirements that programme design is legitimate and inclusive (including through participatory approach to involving government, civil society and women and girls) and well-aligned with national development plans of partner countries, and well-co-ordinated with partner country government Ministries of Education and other relevant development partners (for example through sector working groups).
  - **Strands 1 and 2:** Ensure that programme funds are coherent with national development plans by being well-targeted and not spread too thinly among

project activities or locations<sup>21</sup>. Attention is also drawn in that regard to our commitment in our International Development Principles, to our programmes and spend being "**Accountable, transparent and safe**".

#### **D. Programme activities and themes**

1. Applicants, when filling out the application form, should consider the key themes or activity areas which partner country governments have already indicated interest in as areas of focus, subject to further consultation and finalisation during the inception phase.
2. Please note that while as part of the application form we require the submission of an indicative budget to outline staff and other programme costs, the allocation of budget between different activities and the design and scope of the activities themselves, including which locations to be prioritised, **will be decided and finalised during an inception phase in consultation with government, civil society and other stakeholders at country level**, in order to arrive at a package of measures for each Strand that can be delivered in a focused, coherent and cost-effective way by the successful applicant.
3. We have conducted a needs analysis<sup>22</sup> which contains more detailed statistics and analysis for each country. We have also incorporated inputs and priorities from our preparatory discussions with the Ministry of Education in each partner country which have informed the following section on priority areas of activity.

#### **D.1 Potential priority areas of activity/needs**

1. Drawing on independent external analysis and discussions with each of the partner country government Ministries of Education, the following are activities/needs that have been already identified as areas of interest which applicants can take into account when preparing their applications and theory of change.

##### **D.1.1 Strand 1: Supporting disabled learners / special needs education / inclusive education<sup>23</sup>**

###### **Malawi:**

- **Promoting access to education through early identification and assessment of support needs focused at primary/early childhood level.** Requires a multi-sectoral approach since care-givers fall under Ministry of Gender and community workers are under the Min of Health. There is a National Coordination Structure with responsibility for systems of support for children with disabilities and to avoid duplication of interventions.

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<sup>21</sup> Note that the Programme will operate in Zambia in Central Province only. Note also that historically, pre implementation of the new International Development Strategy in 2016, SG projects in Rwanda had no geographic restrictions, hence some being focused in Southern and Western Provinces.

<sup>22</sup> [The needs analysis is published here](#) (PDF)

<sup>23</sup> Terminology concerning disability and additional support needs may vary from country to country.

- **Enhancing capacity of teachers including through training and enhancement of continuous professional development (CPDs)** in inclusive education at all levels – primary, secondary and tertiary). According to the Government, Malawi has 194,000 learners with disabilities in regular primary schools, 11,000 in secondary and 2,000 in tertiary education but there are less than 2,000 teachers who have been trained in inclusive education across all levels, and at primary level, only 3% of schools (209) have specialised teachers, compared with a national target of at least 30% of schools to have specialised teachers by 2025.
- **Access to assistive technology and creating an inclusive learning environment for learners with disabilities.** The Government has constructed 160 model resource centres in all education zones to guide accessible infrastructure in school and would like support/expertise to increase the number to 550 model resource centres. There is demand for the provision of teaching and learning materials such as specialised computer applications, textbooks and teachers’ guides in accessible formats. The provision of assistive technology could support efforts to enable learner participate fully in education (internet connectivity and maintenance of equipment are important issues). See also, [Malawi’s 2023 Education Sector Performance Report](#)
- **Improving governance and engagement** through development of school improvement plans and support to bodies such as Parent Teachers Associations (PTAs), School Management Committees (SMCs) and Mother Groups, equipped with inclusive management and governance skills to ensure proper running of the schools and support for learners with special educational needs/disabilities in order to cultivate greater community ownership of inclusive education.

#### Rwanda:

- **Identification, screening and assessment of learners with disabilities,** including linkages with an ongoing campaign in Rwanda to identify out-of-school children disabilities and emerging standard tools involving UNICEF and other development partners to identify learners with disabilities and additional support needs.
- **Teacher training and professional development with focus on Special Needs and Inclusive Education (SNIE),** with a focus on in-service training.
- **Assistive devices, accessible classrooms and learning materials, which includes the** accessibility of classrooms and the improving teaching and learning materials to support mainstream schools to support learners with disabilities at both primary and secondary, taking account of recent case study material on provision of devices in Rwanda within a recent UNESCO global monitoring report<sup>24</sup>.

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<sup>24</sup> [Global education monitoring report, 2023: technology in education: a tool on whose terms? - UNESCO Digital Library](#)

## Zambia (Central Province only):

- **Identification, screening and assessment of learners** (including those currently out-of-school) with disabilities and additional support needs. At request of Government, this requires co-ordination with the Ministry of Health, and may depend on the programme or other development actors supporting i) in and out-of-school advocacy and ii) the provision of a Centre for Assistive Technologies and Devices in Central Province (there are Centres in Lusaka and Southern Province).
- **Teacher development and leadership in inclusive education pedagogies and approaches**, including for head teachers. The Government of Zambia recognises that school leadership underpins inclusive education but has indicated that leadership has been a gap in capacity-building efforts in recent years for inclusive education.
- **Provision of assistive technologies and devices to improve the inclusiveness of learning environments**. The Government of Zambia has recently indicated the importance of recognising the links between inclusive education, health and gender equality.

### D.1.2 Strand 2: Scholarships for women and girls for completing secondary school/transitioning to tertiary education and/or TVET

#### Malawi

- **Provision of scholarships supporting women and girls to complete secondary education and transition to tertiary education or TVET**. [Malawi's National Strategy for Girls and Young Women 2018-2022](#) mentions the priority of expansion of access to bursary schemes for girls at secondary school level (focusing on those most in need including orphans and disabled girls), and scholarships to 'needy female students in public universities'. Specifically for those with disabilities and special needs, to increase the likelihood of meeting the [National Education Sector Investment Plan 2020-2030 \(NESIP\) 2025 targets](#), there is need to encourage more male students to apply for special needs education bursaries.

#### Rwanda

- **Provision of scholarships supporting women and girls to transition to tertiary education or TVET**. The focus of government gender policy is on increasing girls' participation in Technical and Vocational Education and Training (TVET) and science, technology, engineering, and mathematics (STEM) subjects, in order to increase employment skills.
- The Rwandan Development Bank plays a key role in disbursing scholarships, as does Rwanda's Higher Education Council in determining eligibility. There is scope for the programme to work with both to develop additional criteria in order to target secondary age girls in the poorest areas or with 'compounded vulnerabilities' (designation used in Rwanda) to transition to TVET or STEM at

Rwanda's higher education institutions.

- Additional parameter: Government is content for provision of Strand 2 scholarships to be focused at the level of tertiary education rather than upper school scholarships, and for the thematic priority of the scholarship to be STEM, split equally between university and TVET. It is estimated that with Scottish Government support, the programme could support up to 200 full scholarships per year.
- Related Activity: Strand 2 activities will require the implementing partner to consider the provision of career guidance and mentorship to the program beneficiaries to ensure high level of commitment and engagement towards their successful future.

### **Zambia (Central Province only)**

- **Provision of scholarships for Women and Girls in Secondary schools and Universities with requisite academic performance who are living in extremely poor households**, targeted at the poorest districts in Central Province (e.g. Chitambo, Mkushi, Kabwe, Kapiri-Mposhi). While enrolment and gender parity have risen at the primary level, keeping girls in secondary school and Universities remains a challenge, especially among poor households. Despite equality between girls and boys having significantly improved at primary level, there are more boys than girls at Secondary School and University levels.
- Additional needs mentioned by the Ministry of Education include: School requisites (uniforms, school shoes, Books, Pens etc); Menstrual Health Management; Safe Boarding Facilities; Transport to and from Boarding Schools; Support for alternative Learning for out-of-school girls; Sexual Reproductive Health.
- Additional parameter: at request of Zambian Government, the scholarships programme should use the same or similar eligibility criteria to existing Global Partnership for Education scholarship scheme.
- Additional parameter: at the request of Zambia's Ministry of Education, the design should target districts where social barriers to completion of secondary school, for example unintended pregnancies and early marriage are particularly acute.

### **E. Theory of Change statement**

1. The Programme seeks to influence change at a level commensurate with the resources involved, but is not expected to effect large-scale transformation of education systems within partner countries. Instead, it is anticipated that in a small number of well-targeted areas, the Programme can provide well-targeted interventions that supports Government priorities and progress against national and Sustainable Development Goal targets concerning the proportion of

disabled learners, women and girls who complete or transition to major phases of education.

2. A complete theory of change, together with the agreement of a simple framework of outputs, outcomes and indicators (including incorporation of gender equality into these) will be finalised during the inception, and should take into account: the UN Sustainable Development Goals agreed by all UN Member States; the indicators and outcomes contained in partner countries' own national development and sectoral plans<sup>25</sup>; any existing and relevant sectoral monitoring and evaluation frameworks used by other development actors<sup>26</sup>; and the perspectives of participants and stakeholders involved at individual project level.
3. **The application form will require completion of a simple and brief theory of change or logical framework (no more than 2 page) to enable us to assess your broad approach to programme logic, gender mainstreaming see [our Guidance Note](#) and identification of assumptions.** The following Impact level goals can be used as a broad frame of reference.

***Impact:***

At impact level the Programme should contribute towards UN Sustainable Development Goal 4 ([Education](#)) and 5 ([Gender Equality](#)):

- **4.1** By 2030, ensure that all girls and boys complete free, equitable and quality primary and secondary education leading to relevant and Goal-4 effective learning outcomes
- **4.3** By 2030, ensure equal access for all women and men to affordable and quality technical, vocational and tertiary education, including university
- **4.5** By 2030, eliminate gender disparities in education and ensure equal access to all levels of education and vocational training for the vulnerable, including persons with disabilities, indigenous peoples and children in vulnerable situations
- **4.B** By 2030, substantially expand globally the number of scholarships available to developing countries, in particular least developed countries, small island developing States and African countries, for enrolment in higher education, including vocational training and information and communications technology, technical, engineering and scientific programmes, in developed countries and other developing countries
- **4.C** By 2030, substantially increase the supply of qualified teachers, including through international cooperation for teacher training in developing countries, especially least developed countries and small island developing states.
- **5:** Ensure women's full and effective participation and equal opportunities for leadership at all levels of decision-making in political, economic and public life

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<sup>25</sup> For example, the outcomes listed in National Education Sector [Investment Plan](#) 2020-2030 and [National Strategy On Inclusive Education](#) 2017-2021 of Malawi, Zambia's [Eighth National Development Plan](#) and its [Education and Skills Sector Plan 2017-2021](#) and Rwanda's [education sector plan](#).

<sup>26</sup> For example, the World Bank's [proposed Learning Poverty indicator](#)

4. Expected outcomes and outputs of the programme will be determined at inception stage by the external grant holder in consultation with partner country governments and stakeholders, and SG's International Development Team as part of a more fully developed theory of change.

#### **F. Grant holder responsibilities**

5. The grant holder will be required to:
  - Comply with SG Standard Grant Conditions for International Development funding (see section B3, para 27).
  - Successfully complete an inception phase that incorporates a workplan, a finalised budget, and a participatory approach with stakeholders in finalising the design of the Programme, and which incorporates a gender analysis<sup>27</sup> in line with the provisions of the OECD DAC gender policy marker.
  - Efficiently and effectively implement and monitor the programme, and to ensure that this is informed by appropriate engagement with partner government Ministries of Health and other line ministries as appropriate (e.g. Health and Gender), and with relevant sectoral working groups and civil society.
  - Hold overall responsibility for the delivery of the programme, budget monitoring, adequate financial management and for ensuring that staff and any sub-grantees and contractors in receipt of payments connected with the programme have undergone due diligence checks in line with SG grant conditions. Due diligence also needs to be carried out on any downstream recipient of funding and the responsibility for this (and any losses that arise) remains with the grant holder.
  - During implementation, set explicit expectations with regards to good practice on issues such as safeguarding, diversity & equality and clearly reflect the SG ID Principles. Both programme Strands may not necessarily bring the grant-holder into direct contact with disabled learners and those with additional support needs (Strand 1) or scholarship recipients (Strand 2), however, the grant holder will have responsibility for safeguarding throughout the programme, including ensuring that any sub-grantees or contractors have robust processes and policies in place. Note that the SG Standard Conditions of Grant for International Development grants (**see Annex C**) have specific requirements on Safeguarding, requiring robust safeguarding policies, procedures and good practice to be in place to prevent any harm and abuse to all people the grantee has contact with that may arise from misuse of power and position of its staff and representatives.
  - Design and delivery of effective monitoring, evaluation and learning (MEL) arrangements for the programme. This will include developing a simple MEL framework in conjunction with the SG's International Development Team and stakeholders in partner countries, including the identification of a budget to support MEL activities, including the collection of appropriately disaggregated

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<sup>27</sup> We will supply guidance to successful applicants on what gender analysis should include



data and a small mid-point evaluation that will assess progress against programme objectives<sup>28</sup>.

- Adherence to a regular schedule of meetings with the Scottish Government International Development team to discuss progress
- The submission of annual reports and other regular reports describing implementation and progress against agreed outputs.
- The design and implementation of a communications plan to ensure that stakeholders in partner countries and in Scotland are aware of programme activities, lessons and achievements.

## **F.1 End of Grant and Exit arrangements**

The grant holder must outline an appropriate exit strategy as part of their application in line with good practice.

## **G. Timeframes for the Programme**

1. There is a period of **10 weeks** between the Calls for Proposals being published (Monday 19<sup>th</sup> February 2024) and the deadline for receipt of application forms (Monday 29<sup>th</sup> April 2024).
2. The Scottish Government will evaluate the Calls for Proposals and will notify the successful organisation(s) by 17<sup>th</sup> May 2024.
3. It is intended that the Grant for Strand 1 and Strand 2 will be awarded and commence not sooner than **1 June 2024**, subject to completion of due diligence checks, for an initial period of around five years (to 31 March 2029) with the potential to extend further. **The grant holder must be prepared to start immediately on the inception phase of the programme, with a view to commencing the implementation phase on 1 September 2024. We expect that budget forecasting and activities in Year 1 for both Strands will not be typical due to starting half-way through the financial year.**
4. Weekly progress meetings will be conducted during the inception phase. Regular review meetings will be arranged over each year of the grant to cover progress meetings, MEL meetings and meetings to agree the Annual Report. The requirement for these, and the most appropriate time to schedule will be discussed with the successful grant holder, by the International Development Team. It may be possible that some of these meetings could be online, as appropriate. Below provides an indicative timetable for the Programme's key milestones in Year 1, which as an inception year is likely to not be typical in terms of sequencing and forecasting.

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<sup>28</sup> Supporting delivery of inclusive education programming across our three African partner countries would allow increased potential to learn and share lessons between project locations and with other stakeholders as well as helping to support south-south learning also.

## Indicative Timetable:

- June 2024: Inception Meeting and discussion of initial design of Strands 1 and/or 2 and agree objectives. The Grant holder is required to submit a work plan detailing deliverables and the timeline for meeting these, to be signed off by the SG.
- July 2024: Review Meeting 1 Submission of programme design including analysis of stakeholder feedback, complete theory of change, gender analysis, MEL plan and communications plan. This must be developed through a participatory approach with stakeholders.
- August 2024: Review Meeting 2 Conclusion of inception phase by agreement with SG and partner country governments
- September 2024: Review Meeting 3 Commencement of implementation phase
- December 2024: Review Meeting 4 Discussion of implementation progress
- March 2025: Review Meeting 5 Discussion of implementation progress and agreement of approach to annual report
- June 2025: Review Meeting 6 Discussion and agreement of Year 1 Annual Report, and key learning, recommendations and feedback from stakeholders.

## H. Grant Management and Value

1. The SG International Development Team programme manager for this Grant will be responsible for receipt of outputs, organising review meetings and day-to-day contact with the successful grant holder. The programme manager will also be responsible for monitoring and evaluation, and ensuring compliance with the grant conditions as part of that.
2. After each output, (or as and when required), the programme manager will hold review meetings with the Head of the International Development Team to ensure quality control over the grant period.
3. In line with our commitments on partnership and collaboration, and on equalising power, the programme manager will share reports with the relevant Education Department of our partner country governments, and seek their feedback and any input on progress of the grant. Grantees may also be asked to present directly to the relevant partner country government, as required.
4. **The overall Grant available will be up to £1.5m per annum for Strand 1 and up to £1m per annum for Strand 2 (both inclusive of VAT) for an initial period of five years.** The overall grant value may be adjusted through decisions reached by Scottish Ministers in the Annual Budget Act, and this is detailed in SG Grant Letters (Annex C). The grant holder is responsible for ensuring management and payment of any applicable VAT in line with

relevant legislation and guidelines. SG policy for these type of IDF programmes is to pay by 2 grant instalments each financial year, with the majority of the grant payment for that year being paid in advance, and the remainder payable dependent on satisfactory adherence to the conditions of the Grant letter: following a standard conditional grant offer, we require formal, six-monthly progress reports in addition to regular routine monitoring.

5. Administration or management fees will be included within the overall grant, and must cover liability for all costs including for example staff costs, attendance at meetings, equipment, access to data, travel and subsistence, overheads and communications costs.

#### **I. Intellectual Property Rights**

1. Note that the SG standard ID grant conditions set out that:
2. “All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.
3. The grant holder shall ensure that nothing contained in any materials produced or submitted to the Scottish Ministers by the grant holder 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”.

#### **J. Technical Criteria for the Evaluation of Applications**

1. Applications will be assessed (by a technical panel which will include the Scottish Government and representation from our partner countries) against the criteria in the below table below:
2. Please see the table at ANNEX A for the criteria against which applications will be assessed, along with the applicable weighting. Also see the numbered questions in the Application Form (ANNEX B)

#### **K. Application Deadline**

1. Responses should be based on the information given in this Call for Funding and on the professional knowledge and expertise of the applicant. Clarification of specific points can, however, be sought by email from [intdev.education@gov.scot](mailto:intdev.education@gov.scot) until 12pm (midday) UK time on Monday 29 April 2024.

2. The deadline for receiving applications by email at [intdev.education@gov.scot](mailto:intdev.education@gov.scot) is 12pm (midday) UK time on Monday 29<sup>th</sup> April 2024.
3. Please note that applications received after the deadline will not be considered.
4. We will hold an information day in February 2024, for potential applicants to ask questions about the process and background of this Call. Please email [intdev.education@gov.scot](mailto:intdev.education@gov.scot) if you would like to be invited to this.

***International Development Team  
February 2024***

## **Annex A: Eligibility and Assessment Criteria**

### **1. Legal Personality**

Applicant Organisations must have a legal personality (i.e. a SCIO, a Registered company).

Applications submitted by a consortium must include a lead organisation. There must be a named Project Manager who will liaise with the Scottish Government, as and when required.

### **2. Knowledge and experience, expertise and operational capability relevant to the delivery of Strand 1 or/and Strand 2 across our three partner countries (Malawi, Rwanda and Zambia).**

See criteria below.

#### **Knowledge & Experience (Weighting 25%)**

(Both Strands)

- Access to education for girls, women and disabled learners, in our partner countries (Malawi, Rwanda and Zambia) or in comparable contexts.
- Participatory design and implementation of inclusive education projects in our partner countries (Malawi, Rwanda and Zambia) or in comparable contexts.
- Government or multilateral education initiatives or projects (for example UN-family organisations, World Bank or the Global Partnership for Education or similar).

#### **Technical Expertise and Operational Capability (Weighting 25%)**

(Both Strands)

- Relevant operational experience in (within last five years) in at least one of our partner countries.
- Expertise in participatory design, delivery and management of multi-country programmes in contexts comparable with our partner countries.
- Expertise in inclusive education, safeguarding<sup>29</sup>, gender mainstreaming (see [our Guidance Note](#)), disability inclusion and (for Strand 2 applications only) the management of scholarship schemes.
- Expertise in working with marginalised groups (e.g. people with disabilities).
- Expertise in managing relevant stakeholder networks and knowledge exchange in our partner countries (or comparable contexts). This should include evidence of capacity for creating and facilitating links between relevant communities of practice in partner countries and in Scotland.
- Experience of adaptive project management and appropriate oversight for multi-country projects.

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<sup>29</sup> An independent safeguarding assessor will inform the assessment of proposals.

## **Monitoring Evaluation & Learning (Weighting 20%)**

(Both Strands)

Experience and expertise in designing and implementing monitoring, learning and evaluation processes in education sector contexts, including implementation of ethical and participatory approaches.

## **Governance and Finance (Weighting 15%)**

(Both Strands)

Capability in putting in place robust management, budgetary and financial control and governance arrangements, including quality assurance and exit strategy, and robust fraud and safeguarding policies and processes.

## **Risk Management (Weighting 15%)**

(Both Strands)

Capability in identifying, assessing, and mitigation of risks throughout the lifecycle of the programme, including safeguarding and financial risks.

Applicants should also be aware of the [Scottish International Development Strategy](#), the evolution of our approach to international development through the outcomes of our 2020/21 Review (see Background section above and our [ID Review webpage](#)) and our new [International Strategy](#), as well as the sectoral education plans in each of our three African partner countries.

### **3. Exit strategy**

The outcomes of the Programme should be as sustainable as possible. We expect applicants to outline an exit strategy, which may include how elements of the Programme will be sustainable beyond the provision of direct funding.

### **4. Delivery & Harmonisation**

We encourage the grant holder to consider good practice in delivery and expenditure of development funding. The Paris Declaration aims to set out a range of measures that will allow aid to be more effective, with less duplication of effort and much more focus on government programmes in developing countries.

- The Paris Declaration sets out a list of partnership commitments (and indicators of progress) to which donors and partner (recipient) countries will adhere. It commits donors to align their support to partner countries' programmes (including Poverty Reduction Strategies), as well as committing partner countries to strengthen their own capacity (including financial management).
- The Paris Declaration (OECD, 2005)<sup>30</sup> also commits donors to 'harmonisation', i.e. donors should work together to reduce duplication of effort. This could involve joint working, using common mechanisms for planning, funding, reporting, etc and might even lead to particular donors taking a lead in areas where they have particular expertise. We expect these principles to be considered in the design of all project plans.

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<sup>30</sup> OECD. 2005. The Paris Declaration: <http://www.oecd.org/dataoecd/11/41/34428351.pdf>

## Annex B: Inclusive Education Programme Grant Application Form

Applicant Organisation Name:
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use only	Application ref:
	Programme ref:

### Declaration

I apply on behalf of the organisation (insert name) \_\_\_\_\_ for a grant as proposed in this application in respect of expenditure to be incurred over the proposed funding period on the activities described within the application form and supporting documentation.

I certify that, to the best of my knowledge and belief, the statements made by me in this application are true and the information provided is correct.

This form should be signed by an individual authorised by the applicant organisation to submit applications and sign contracts on their behalf.

Signature

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Print Name

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Position

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Date

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Main Contact person during application assessment process:  Name: Email: Phone:
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## Checklist

### Your Application consisting of:

- Part 1 - the Application Form (this document).
- Part 2 – A logic model/logical framework or theory of change summarising your proposed approach. This must include at least one explicit gender equality objective backed by at least one gender-specific indicator in line with the [OECD DAC gender equality policy marker](#).
- Part 3 – an indicative high-level Budget including estimate of staff costs (specifying those in the partner country and any outwith), a breakdown of overheads and office costs, all travel costs, and anticipated implementation costs based on assumptions in your logic model/theory of change and some of the key information provided at Section D1.<sup>31</sup>

Please ensure the following **essential documents** are attached to your application. Without these documents we will be unable to review your application.

- A copy of your Equal Opportunities/Diversity policy.
- CVs of the proposed team, including programme manager. CVs should be no more than one page per team member. Hyperlinks can be provided or CVs can be attached separately to this document.
- A statement verifying your Fair Work First commitment and confirmation this has been developed in agreement with the workforce. This is to be signed off by the relevant trade union where one is present, or workers representative(s) where there is no union present.
- A copy of your organisation's safeguarding policy.

All completed and signed applications should be submitted by email to: [intdev.education@gov.scot](mailto:intdev.education@gov.scot) to be received no later than **12pm on Monday 29 April 2024**.

All applications must be sent by email. We will not accept applications sent by post. An email acknowledgement will be issued by [intdev.education@gov.scot](mailto:intdev.education@gov.scot) to confirm the application has been received.

Emails should show the applicant organisation's name as the subject of the email.

**These deadlines are final and all required documentation must be received on time.**

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<sup>31</sup> We expect that during the inception phase, the successful applicant will present a workplan and detailed budget for Year 1 and indicative budgets for subsequent years.



<b>Section A:</b>	<b>Applicant Information</b>
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<b>1. Name of organisation.</b>

<b>2. Contact details of organisation.</b>	
Address:	
Postcode:	
Telephone:	
Fax:	
Website:	

<b>3a. Is your organisation a registered charity? If yes, what is your charity number?</b>
Yes <input type="checkbox"/> No <input type="checkbox"/> Charity No: _____

<b>3b. What is the status of your organisation?</b>
<input type="checkbox"/> Company limited by guarantee <input type="checkbox"/> Scottish Charitable Incorporated Organisation (SCIO) <input type="checkbox"/> Other (please specify)

<b>3c. When was your organisation formally constituted?</b>

<b>3c. What Strand are you applying for? (Please note that this application form can only be used to apply for ONE Strand. If you are applying for both Strands, you will need to complete two application forms).</b>
<input type="checkbox"/> Strand 1: Support for disabled learners in Malawi, Rwanda and Zambia (Central Province only)  <input type="checkbox"/> Strand 2: Scholarships supporting women and girls to complete secondary education and transition to tertiary education or TVET) in Malawi, Rwanda and Zambia (Central Province only).

<b>4a. Please confirm your organisation has an equality and diversity policy in place, and that a copy of that policy has been supplied with this application.</b>	<b>Y/N</b>
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<b>Please note without this policy, your application will be ineligible.</b>	
<p><b>4b.</b> Please confirm your organisation has appropriately robust safeguarding policies and processes in place, and that a copy of the relevant safeguarding policy has been supplied with this application. Please note the Scottish Government expects this policy to protect <b>anyone</b> connected to the programme, as well as having clear processes in place if the organisation becomes aware of safeguarding incidents. Your attention is drawn again to the safeguarding clauses within the SG grant conditions which will apply to any grant awarded.</p> <p><b>Please note without this policy, we will be unable to review your application.</b></p>	<b>Y/N</b>
<p><b>4c.</b> If you are submitting this bid as part of a consortium, please confirm you have carried out due diligence on all proposed partners (including obtaining evidence of satisfactory safeguarding policies and / or procedures by partner organisations), providing details of all checks carried out, including the dates. Please include details here regarding any policies your partner organisation has with regards to safeguarding, including the process in place to report any suspected misconduct which may arise involving any aspect of the programme.</p>	

<p><b>5.</b> Programme Manager details: this is the person who will have overall responsibility for duties including but not limited to monitoring the progress of the programme, budget management, project reports and will be the main point of contact for the Scottish Government.</p>	
Name:	
Position in organisation:	
Telephone:	
E-mail:	

<p><b>6.</b> If your organisation is including salary costs in the programme budget for staff, please also indicate which staff members you anticipate being involved and how many hours a week you would expect them <u>on average</u> to spend on this programme. Briefly describe their role and responsibilities in relation to the programme. <b>Max 250 words.</b></p>

**Section B:****Partner Information**

If bidding as part of a consortium, all partners should be detailed here. Please add extra lines as needed.

<b>7. Contact details of partner organisation for this programme (if applicable).</b>	
Organisation:	
Type of organisation:	
Address:	
Postcode:	
Telephone:	
Mobile:	
Email:	
Website:	
What is your relationship with this partner? Please including the number of years you have worked together.	
What kind of agreement do you have in place	Memorandum of Understanding (MOU) <input type="checkbox"/> Partnership Agreement <input type="checkbox"/> Contract or other formal agreement <input type="checkbox"/> Please ensure a copy is included with your application.

<b>8. Partner's Programme Manager details:</b>	
Manager's Name:	
Name of Organisation:	
Position in organisation:	
E-mail:	

**Section C:****Knowledge and experience, operational capability and technical expertise**

**9. Outline how your knowledge, experience and operational capability in the following areas (examples should be within last five years and at least one example should be from one of our partner countries) will be applied to the design and implementation of the Strand you are applying for:** Access to education for girls, women and disabled learners; Participatory design, implementation and management of inclusive education projects AND (if applying for Strand 2) capability relevant to the implementation of scholarship schemes; Government or multilateral education initiatives or projects, for example UN-family organisations, World Bank or similar. **Max 1000 words.**

**10. Outline your organisation's technical expertise across the following areas:** Inclusive education; safeguarding, gender mainstreaming and disability inclusion; the management of relevant stakeholder networks and knowledge exchange in our partner countries (or comparable contexts) - this should include evidence of capacity for creating and facilitating links between relevant communities of practice in partner countries and in Scotland; Experience of adaptive project management and appropriate oversight for multi-country projects.

**Max 1000 words.**

**11. Please outline how you would deploy experience in designing and implementing effective and participatory monitoring, learning and evaluation arrangements** for the programme Strand you are applying for. Where possible, please provide links to published evaluation, results or evidence or learning products. **Max 500 words.**

**12. Please describe your capability in putting in place robust management, financial control and governance arrangements, including quality assurance**, particularly your approach to risk management (including safeguarding risks) **Max 500 words.**

**13. Please attach a brief logical framework or theory of change<sup>32</sup> (no longer than two A4 page) summarising how you would deliver Strand 1 or Strand 2 with your application** – this must include at least one explicit gender equality objective backed by at least one gender-specific indicator. Use the space below to explain any key assumptions or risks that you foresee.

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<sup>32</sup> Applicants are expected to have their own understanding of what theories of change are and how to use them appropriately, but may find the following resource useful: [Theory of Change - good practice.pdf \(betterevaluation.org\)](http://betterevaluation.org/Theory_of_Change_-_good_practice.pdf)

**14.** Please provide an example of how your organisation has supported marginalised communities, contributing to improved outcomes and empowerment for these groups. **Max 350 words.**

**15.** Please outline how sustainability / an exit strategy will be integrated into your design and delivery of the Strand you are applying for. **Max 350 words.**

**Section D: Project Monitoring**

**Please note:** All monitoring and evaluation should include sex-disaggregated data: Where possible this should take an “intersectional approach – which are further disaggregated by intersecting identity factors such as age group, disability, sexual orientation, religion or belief, race or other relevant social categories.

**16.** What percentage of your budget is allocated to Monitoring, Evaluation and Learning (MEL)? **Max 50 words**

**17.** Describe the MEL methods and approaches you would apply to programme Strand you are applying for, including ensuring adequate access to appropriately disaggregated data. **Max 350 words.**

**18.** Please outline your approach for developing and implementing an accessible communication strategy that effectively reaches the intended audiences in Scotland and in partner countries? **Max 250 words.**

**Section E: Project Budget**

**19.** Please provide justification for any international travel detailed in your budget spreadsheet. **Max 200 words**

**20.** Please provide justification for all in-country travel in your budget. **Max 200 words**

**21.** Please provide justification for any single-item capital expenditure over £1000 in your budget. Please give details of plans for maintenance of capital items as well as how they will be replaced by the programme and how readily these items can be purchased in country. **Max 250 words**

All completed signed applications should be submitted by email to: [intdev.education@gov.scot](mailto:intdev.education@gov.scot) to be received no later than **12 noon on Monday 29 April 2024**. An email acknowledgement will be issued.

**Emails should show the applicant organisation's name as the subject of your email. This deadline is absolute and documentation required must be submitted and received on time.**

The Scottish Government  
International Development Team

## **Annex C: Example of Scottish Government Grant Terms and Conditions**

### **Purposes of the Grant**

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

The Grant shall only be used for the purposes of the Project and for no other purpose whatsoever.

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.

The main objectives/expected milestones and outcomes of the Grant are:

As fully described in the Grantee's initial application for funding dated 28 February 2024 "**Strand 1 or Strand 2 title**")

The eligible costs exclude:

- Any Value Added Tax (VAT) reclaimable by the Grantee.

### **Payment of Grant**

The Grant shall be paid by the Scottish Ministers to the Grantee along the following principles.

- The Grantee shall provide both a full breakdown of expenditure detailing what has been spent, in accordance with the Agreement, along with expected expenditure for any applicable coming financial year. This should include details of any underspend that Project have been permitted to reprofile. 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.
- 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.
- 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.
- 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 one month of receiving a claim and any required documentation and information relevant to the claim.



The Grantee shall within 8 weeks following the end of each financial year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant. The statement shall be signed by the Grantee's Director of Finance.

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 or required 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 2 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.

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 of the applicable financial year unless otherwise agreed in writing by the Scottish Ministers.

### **Inspection and Information**

The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of an end of year progress report. The report shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.

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

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. Reports by and case studies in respect of any individual awarded a scholarship by the Grantee under the Project should also be collated and presented within the end of Project report, when the full grant has been disbursed by the Grantee.

The Grantee shall deliver a report on completion of the Project outlining the achievements of the grant to that point, including but not limited to the number and amount of scholarships awarded. The Grantee shall provide further reports by that date in subsequent years until the activities are complete and the funding is exhausted.

### **Inspection and Information**

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.

The Grantee shall keep and maintain for a period of 6 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.

Safeguarding: The Grantee must have robust safeguarding policies, procedures and good practice in place to prevent any harm and abuse to all people it has contact with that may arise from misuse of power and position of its staff and representatives. 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 within the Grantee or its partners, 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 underpinned by international standards referred to in this clause and those of their partners.

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

1. any irregular or fraudulent activity in relation to the Grant or Project, or any part of either of them; and/or
2. any safeguarding incident by or in respect of any person involved in the Project; and/or
3. any credible suspicions of, or actual incidents that are not directly related to this Agreement but would be of significant impact to their partnership with the Scottish Government, including but not limited to events that affect the governance or culture of the Grantee or its partner, or safeguarding incidents involving beneficiaries of 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 (if it is safe to do so for the survivor(s)) 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 or the misuse of power, authority or position of trust of any person involved in the project, organisation or related entities.

The Scottish Ministers reserve the right to suspend and/or terminate funding in the event that there is non-compliance with Clauses 4.7A and/or 4.7B and/or if it is of the opinion that the Grantee has failed or neglected in its duty of care to safeguard people and/or prevent financial mismanagement.

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.

### **Fair Work First conditionality**

The Grantee shall pay at least the real Living Wage (or reasonable equivalent in Malawi, Rwanda and Zambia) to all staff aged 16 and over (including apprentices) who are directly employed by the Grantee. Furthermore, the Grantee shall ensure that any UK-based workers aged 16 and over (including apprentices) who are directly engaged in delivering the grant-funded activity are also paid at least the real Living Wage, including, where applicable, sub-contractors and agency staff.

The Grantee shall demonstrate that all workers employed within their organisation have access to effective workers' voice channel(s), including agency workers.

The Grantee shall provide any and all information reasonably required by the Scottish Ministers to satisfy themselves that the Fair Work First obligations herein, namely, to pay at least the real Living Wage and providing access to effective workers' voice channels, are being complied with. Guidance is available to support the Grantee in meeting and evidencing these conditions.

### **Confidentiality and data protection**

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

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.

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

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.

### **Disposal of Assets**

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose retain the proceeds of sale 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 sale – 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 £1000.

### **Publicity and communications plan**

The Grantee recognises and accepts that the Scottish Government has committed through its Principles of the International Development Review that the Scottish Government and its delivery partners are transparent and accountable to local communities and the general public in its partner countries and in Scotland, and agrees to respect and support that commitment.

By reference to clauses above, the Grantee shall ensure that it creates and delivers public communications about the Project, including but not restricted to mainstream media and social media, towards this grant providing support for the Scottish Government's ambitions around Global Solidarity. Joint communications shall be agreed with the Scottish Government in advance, in particular around the Conference and its resulting Reports.

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.

### **Intellectual Property Rights**

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

Each party shall ensure that nothing contained in any Project Materials produced or submitted by it to the other party or anyone acting on its behalf nor the reproduction of such Project Materials, shall constitute an infringement of any third party's Intellectual Property Rights.

### **Default and Recovery etc. of Grant**

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:

- The Grantee commits a Default;
- 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;
- The Grantee fails to carry out the Project;
- In the Scottish Ministers' reasonable opinion, the progress on the Project is not satisfactory;
- In the Scottish Ministers' reasonable opinion, the future of the Project is in jeopardy; or
- In the Scottish Minister's reasonable opinion, the Project is likely to bring the reputation of the Scottish Minister's into disrepute.

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.

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

- 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;
- 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
- 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.

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 2 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.

Notwithstanding the provisions of above clauses, 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 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.

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

### **Assignment**

Other than as expressly permitted by this Agreement, 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.

### **Termination**

The Agreement may be terminated by the Scottish Ministers giving not less than 3 months' notice in writing from the date of the notice being sent. All unspent funds other than those irrevocably committed in good faith before receipt of a written notice of termination, in line with this Agreement and approved between the parties as being required to finalise activities

relating to the Project, will be returned to the Scottish Ministers within 30 days of the date of receipt of a written notice of termination.

**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.

**Continuation of Conditions**

These Conditions, except for clauses on confidentiality and data protection (which will continue to apply until the end of the period referred to), shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Grant was paid.

**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.

**Governing Law**

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



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