

Safer Communities Directorate  
Police Division



T: [REDACTED]  
E: [REDACTED]

[REDACTED]  
Scottish LGBTI Police Association  
General Secretary  
Date: 17 April 2018

Dear [REDACTED]

## SCOTTISH LGBTI POLICE ASSOCIATION – GRANT OFFER 2018/19

The Cabinet Secretary for Justice has approved the diversity staff association budgets for 2018/19 and on behalf of Scottish Ministers I hereby offer a grant not exceeding the sum of £28,400 for the financial year 2018/2019, to the Scottish LGBTI Police Association for the purpose laid out in Schedule 1 on the following terms and conditions.

### Definitions and Interpretation

1. In these Conditions, the words and expressions set out in Schedule 2 shall have meaning ascribed to them in that Schedule.
2. In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders. The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation. Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions

### Purpose of the Grant

3. The Grant is provided under section 89 of the Police and Fire Reform (Scotland) Act 2012.

4. The Grant is provided to the Scottish LGBTI Police Association for the purposes described in Schedule 1 and the Grant shall only be used for the purposes described in that schedule and for no other purposes whatsoever.

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

### **Payment of Grant**

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

7. The Grant shall only be paid if the grantee has signed the Memorandum of Understanding between police Scotland and the other Diversity Staff Associations.

8. As soon as possible after the end of the financial year in which grant is payable, the Grantee shall submit to Scottish Ministers a final report showing all the activities undertaken and the expenditure incurred by the Grantee during the grant period.

9. In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee during that Financial Year exceeds the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Purpose set out in Schedule 1 in that Financial Year, the Grantee shall within 28 days of receiving a written demand in respect thereof from the Scottish Ministers, repay to the Scottish Ministers the amount of such excess. In the event that the Grantee fails to pay such amount within the 28 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the base lending rate (or the equivalent) of the Royal Bank of Scotland plc 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 thereon.

10. 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 as set out in Schedule 1, unless otherwise agreed in writing by the Scottish Ministers.

The Grantee shall submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant for 2017/18, using the form of words provided in

Schedule 3. The statement shall be signed by an Executive member of the Scottish LGBTI Police Association.

### **Inspection and Information**

11. The Grantee shall keep and maintain for a period of 3 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 Grant. The Grantee shall afford the Scottish Ministers, their representatives, Audit Scotland and other such 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 and the Grantee shall provide reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

12. The Grantee shall ensure that adequate internal expenditure controls are in place and that resources are used economically, effectively and efficiently.

13. In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact it may have on the grant purposes set out in Schedule 1.

### **Confidentiality and Data Protection**

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

15. 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.

16. The Grantee shall ensure that all requirements of the Data Protection Act 1998 are fulfilled in relation to the Project.

17. 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.

### **Assets and equipment**

18. The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any equipment purchased with grant funds within 5 years of the award being made, where the equipment has a minimum value of £1,000 at the time of disposal.

### **Publicity**

19. The Grantee shall where reasonably practicable acknowledge in all publicity material 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**

20. Where appropriate, all Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.

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

## **Corrupt Gifts and Payments of Commission**

22. 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.

## **Compliance with the Law**

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

24. The grantee shall ensure that they have an active equal opportunities policy that includes open and transparent recruitment procedures for all elected posts and for the recruitment of all employees.

## **Default**

25. 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:

26.1 The Grantee commits a Default;

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

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

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

27.2 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.

27. In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 26, 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.

28. Notwithstanding the provisions of clauses 26 to 28, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of those clauses 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.

29. Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 26.1 and 26.2 shall not be construed as a waiver of such right or remedy.

### **Assignment**

30. 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**

31. 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.


### **Continuation of Conditions**

32. These conditions 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.

33. If you agree to accept the offer of grant and the conditions attached to it, you should sign and date the attached Grant Acceptance form to me as soon as possible. You should retain the second copy for your own records. It will not be possible to pay any grant instalment until a formal acceptance of the offer has been received.

Yours sincerely



  
Police Division  
Scottish Government

## GRANT ACCEPTANCE

On behalf of the Scottish LGBTI Police Association, I certify that I have read the Scottish Ministers grant terms and conditions above together with the schedules here to dated .....

I undertake that:-

1. The organisation will use the grant solely for the purposes stated in the Scottish Ministers grant offer letter and its schedules;
2. The organisation will repay to the Scottish Ministers on demand any amount which fails to be spent in accordance with the grant offer letter and related schedules;
3. The organisation will keep records indicating how the grant has been used and will submit the required statement of expenditure in relation to 2017 - 2018, and
4. The organisation will observe all other conditions of grant specified above.

On behalf of the Scottish LGBTI Police Association I accept the grant offer of £28,400 for the financial year 2018 - 2019.

Signed:

Print Name:

Position within organization:

Address and telephone number:

Date:

## Schedule 1

### **Purpose of grant**

Scottish Ministers will pay grant to the Scottish LGBTI Police Association in recognition of its role to promote equal opportunities for gay and bisexual police officers and police staff. Offer advice and support to gay and bisexual police officers and police staff. Improve relations between the police service and the gay community in Scotland. Within this purpose the grant's primary use is to pay for the full-time secondment of the National Executive Committee Scotland Officer of the Scottish LGBTI Police Association. The post will be jointly funded by the Scottish Government and the Police service of Scotland but will also include expenditure incurred by the duties of the post.

The overall objectives of the post holder that Scottish Ministers expect to be achieved and reported on through this grant are:

- To oversee, direct and support the work and aims of Scottish LGBTI Police Association throughout the Scottish Police Service;
- To liaise and work with Chief Constables, the Scottish Police Authority Board and the Scottish Government to take forward their Equality and Diversity agendas;
- To represent Scottish LGBTI Police Association at a strategic, national level and sit, where appropriate, on national committees and forums;
- To assist in the provision of Equality and Diversity training within Scottish Forces and provide specialist advice pertaining to Lesbian, Gay and Bisexual (LGB) issues;
- To Chair the Executive Committee of Scottish LGBTI Police Association;
- To engage and liaise with other staff associations and national and local support groups, in furtherance of the Scottish LGBTI Police Association aims and the Police Service of Scotland/Scottish Police Authority/Scottish Government Equality and Diversity objectives;
- Offer assistance to the Police Service of Scotland and Senior Investigating Officers in the strategic management of critical incidents, including homophobic/biphobic hate crimes, affecting the 'LGB community';
- Work with the Police Service of Scotland and the Scottish Police Authority to manage sexual orientation monitoring at all levels of the police service and help them achieve their Equality Outcomes and Public Sector Equality Duty;
- Work with Force Executive and the Scottish Police Authority Board to promote the Equality Act and the development of inclusive equalities policies throughout the police service;
- Work with the Police Service of Scotland, Scottish Police Authority and the Scottish Government to assist with homophobic hate crime legislation implementation in Scotland;



- Work with the Police Service of Scotland and the Scottish Police Authority to review current Equality and Diversity policies and effect mainstreaming across all other areas;
- Develop and produce resources for tackling homophobic/biphobic bullying and homophobic/biphobic hate crime affecting LGB people in Scotland;
- Liaise with Stonewall Scotland regarding their Diversity Champions and Workplace Equality Index programmes and Police Service of Scotland participation in these schemes;
- Work with the Equalities and Human Rights Commission (EHRC) to identify opportunities for the development of protective legislation and employment case law concerning sexual orientation;
- Work with the Police Service of Scotland to identify local opportunities to celebrate the valuable contribution of gay/lesbian and bisexual staff during LGBT history month, Pride, IDAHOT and other significant dates in the 'LGBT calendar';
- Identify opportunities to increase access to Scottish LGBTI Police Association and improve the range of services and support available;
- Represent Scottish LGBTI Police Association on the Board of the European LGBT Police Association (EGPA) and share areas of best practice with police forces across Europe and Internationally;
- To support, advise and co-ordinate the work of Force, Agency and Regional Scottish LGBTI Police Association representatives encouraging local initiatives;
- To provide assistance and advice to the Scottish Government on police related policy matters, including the provision of information to meet the answering of parliamentary questions, Ministerial correspondence and provision of other information requests to brief Scottish Ministers.
- The Scottish LGBTI Police Association will also contribute to the development of informed policy and legislation on policing issues. This includes taking part in working groups, giving evidence to the Scottish Parliament Justice Committees and advice to Ministers.

Further objectives and performance targets may be set as part of the annual budgeting cycle.

The Scottish LGBTI Police Association Officer and officials from the Scottish Government Police and Community Safety Directorate will meet regularly to discuss progress against the above objectives. In addition, the Scottish LGBTI Police Association will submit a report to Scottish Ministers by 1 June each year detailing quantitative and qualitative evidence to show how the objectives for the previous financial year have been met. The report should also set out any reasons for significant gaps between objectives set and the actual activity. If any of the objectives are unlikely to be met the Scottish LGBTI Police Association will notify Scottish Ministers in writing. If

the annual report covers this, it is regarded as an acceptable monitoring report.

## Payment of Grant

The Grant shall be paid by the Scottish Ministers to the Grantee in the following instalments:

<b>PAYMENT OF GRANT IN 2018-19</b>		
	<b><u>AMOUNT</u></b>	<b><u>PAYMENT DATE</u></b>
Payment 1	£7,100	April 2018
Payment 2	£7,100	1 July 2018
Payment 3	£7,100	4 October 2018
Payment 4	£7,100	4 January 2019

Payments of grant from 1 July 2018 onwards shall be dependent on Scottish Ministers having received a financial statement for the previous financial year. Payment will not be made until this has been received.

## **Schedule 2**

### **Definitions**

**"Agreement"** means the agreement constituted by the Scottish Ministers' invitation to apply for a grant, the Grantee's Application, the Award Letter, the Grantee's acceptance of the offer made in the Award Letter and these Conditions;

**"Application"** means the application for a Grant made by the Grantee;

**"Award Letter"** means the letter offering the Grant to the Grantee to which these Conditions are annexed;

**"Conditions"** means these grant conditions;

**"Default"** means:

(a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);

(b) Any failure to perform or the negligent performance of any obligation under this Agreement;

(c) Any breach of any legislation; or

(d) Any negligence or negligent or fraudulent miss-statement, or any other default,

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

**"Financial Year"** means a period from 1 April in one year until 31 March in the next;

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

**"Grantee"** means the Scottish LGBTI Police Association

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

**Schedule 3**

**STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT: 2017/2018**

**Grant to the Scottish LGBTI Police Association**

This is to confirm that the grant claimed by the Scottish LGBTI Police Association in relation to the above purpose, during the financial year ended **31 March 2018**, was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of the Scottish LGBTI Police Association.

Signed:

Name in block capitals:

Position:

Date:

