

[REDACTED]

From: [REDACTED]
Sent: 13 April 2015 09:47
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Administration of Scottish Government funding (Equality Budget 2015-16) - Processes and procedures
Attachments: A10532641.doc

Good morning, [REDACTED]

Thank you for your emails and please accept my apologies for the delay in responding. I completely understand your reasoning behind your request to amend the recipient of the grant offer letter to Equality Network, and have attached a new grant offer letter for signature. I appreciate you have already returned the grant offer letter for the intersex project, but would be grateful if you could sign and return this one for our records instead. Can I ask whether you are of the opinion that having James as the named recipient on the grant offer letter may also confuse things, or is it more just for the public facing part of the grant that caused concern? I will ask a colleague to amend our website where we've published funding for projects so that the intersex project sits under Equality Network instead.

As for your question about the second page of Schedule 2, I'm afraid that is a new addition to Scottish Government grant offer letters which may not be entirely compatible with the nature of our funding. It would perhaps be more suitable for a small project or a single event rather than project funding for equality work. I absolutely do not want to make this an overly onerous task for people, and would instead suggest that quarter 1 is claimed using only page 1 of Schedule 2. Then for each quarter claimed after this, the expenditure in the previous quarter(s) is input into the financial reporting spreadsheet (as this is where your budget was initially set out anyway) and this is forwarded to us along with your claim form. Does that make sense? This would enable us to track expenditure across the year against the budget lines originally identified.

Regarding the quarterly claim payments, what I would be inclined to do is ask you to claim one fourth of your full grant each quarter as you have done in the past. We completely understand that some organisations have a higher expenditure (usually towards the end of the financial year) in some quarters than others, but what we are keen to ensure is that staffing costs are spent against staff salaries, and project costs on the anticipated projects undertaken. This is to help ensure that if there was a vacancy or if a conference wasn't going to go ahead as planned, either a written request would be made to us for another way in which the funding could be spent or the money would be returned to us rather than reallocated to another budget line, except for instances where sessional staff are employed to cover vacancies as you have suggested below. Tracking spend in this way allows us to identify early on if projects will have an underspend and allow us to recoup any unspent monies well in advance of the end of the financial year rather than in the last month or so which has caused us difficulties in the past.

That's great news about [REDACTED] and I look forward to meeting them when they are settled into post.

If you have any other questions, please give me a call or drop me an email (although after returning from leave I have over 700 emails, so phoning might be best!)

Thanks [REDACTED]
[REDACTED]

From: [REDACTED]
Sent: 02 April 2015 13:12
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Administration of Scottish Government funding (Equality Budget 2015-16) - Processes and procedures

Hi [REDACTED]

Thanks – that's very helpful, and answers the second of the two questions I asked in my email yesterday!

I have a few requests please.

Quarterly claim amounts:

Usually, our expenditure on "Other programme and delivery costs" tends to be a bit lower in the April to September half of the year and higher in the second half. There may therefore be an accrued underspend of a few thousand pounds on each of the EN and STA intermediary grants in the first two quarters, if we claim $\frac{1}{4}$ of each grant amount in the first two quarters, as there has been in the past. Looking at the Grant Requirement Guidelines document, I see that we would need explicit permission to hold on to that underspend and use it in Q3 and Q4, so I wanted to raise it now and ask your advice. Should we claim less in the first two quarters and more in Q3 and Q4? If we then overspend a little in Q1 and 2, presumably we can cover that overspend from the (larger) Q3 grant payment?

STA Intermediary grant staffing budget:

As you know, [REDACTED] and we have been recruiting to fill the post (STA Policy Officer). I'm glad to say that we had several very good applicants for the post and we have appointed [REDACTED]
[REDACTED] and will be starting with us on May 11th. The fact that they are starting later than 1st April will reduce by around 10% the expenditure for the year on the budget line "STA Officer" under Staff Costs, and we would like please to transfer that amount to the "Sessional Staff" budget line, to ensure that we make up the full work.

EN Intermediary grant staffing budget:

A health issue means that [REDACTED] is this month working only 21 hours a week (60%). We are hoping that this will ramp

up to full time again during Q1. Again, I would like to request permission to transfer the relevant proportion (likely to be less than 10%) from one of the lines labelled "Coordinator" under Staff Costs for this grant, to the "Sessional Staff" budget line please. We already have an identified a sessional staff member who we propose will support [REDACTED] with the more administrative parts of her work.

Thanks as always for your help!

[REDACTED]

Equality Network, 30 Bernard St, Edinburgh, EH6 6PR
www.equality-network.org
A registered Scottish charity, number SC037852

From: [REDACTED]
Sent: 02 April 2015 12:24
Cc: [REDACTED]
Subject: Administration of Scottish Government funding (Equality Budget 2015-16) - Processes and procedures
Importance: High

Good afternoon,

You will have recently received a grant offer letter from the Scottish Government Equality Unit regarding funding in 2015-16. This email is to advise you of the process for claiming your grant this financial year, where progress and financial reports should be sent and how regularly this should be done.

The funding for your organisation's project will be managed and administered by the Scottish Government Equality Unit directly and I am your first point of contact for anything to do with your funding in 2015-16.

Grant claim form

You are asked to claim your grant in four quarterly instalments following the grant payment schedule included in your grant offer letter. Typically, claim dates fall in the first month of each quarter (April, July, October and January). Please use the grant claim form contained within your grant offer letter to claim your grant. This should be completed and signed and sent for my attention, either electronically or in hard copy. A copy of the form is attached:

When claiming quarter 1, only page 1 of the grant claim form needs to be completed, however, for each claim thereafter, we require both pages of the claim form to be completed. The second page of the form details expenditure in the preceding quarter, and if there is any declared underspend, this should be deducted from the quarter being claimed. If you have any queries about this process, please contact me to discuss in the first instance.

Financial report

We ask funded projects on a quarterly basis to submit up to date financial information in the format of the attached spreadsheet:

Projects may find it helpful to record expenditure throughout the year in this financial spreadsheet and, as a result, may find it simpler to submit this spreadsheet detailing spend to date with their grant claim form in place of the second page of the claim form. This is entirely acceptable. Again, any underspend declared in this document should be deducted from that grant claim you are making.

Progress report

As part of your grant conditions, the Scottish Government requires a report of activities undertaken in the first six months of the financial year (April-September 2015) and progress made towards achieving the outcomes stated within your application for funding. This should be sent for my attention in October 2015.

Furthermore, an end of fund report is required at the end of the financial year. This report should provide an overview of the work undertaken and the difference made over the full year from April 2015 to March 2016. This should again be sent for my attention in April 2016 alongside a financial report for the entire 2015-16 financial year. A copy of the progress report template is attached:

Scottish Government website

For ease, all copies of the attached templates will be published on the Scottish Government website alongside details of all funded projects in 2015-16:
<http://www.gov.scot/Topics/People/Equality/Funding>

Grant requirement guidelines

A short summary of the above guidance is attached in the following grant requirements guidelines. This document also contains important organisational, financial and the project delivery requirements of your Scottish Government grant. This guidance should be read in conjunction with your grant offer letter and retained for future reference.

I hope this clarifies the process for Scottish Government grant funding under the Equality Budget for the year ahead, but if you do have any queries, I am happy for you to contact me to discuss.

Thank you,


LGBTI Equality Policy




I AM AN ALLY

Follow us on Twitter at: @ScotGovEquality

Visit the Scottish Government's Equality Evidence pages:
www.gov.scot/Topics/People/Equality/Equalities

[REDACTED]

I hope you're well! Now that we're into the new financial year I'm just sorting out the new grant acceptances, and I have a couple of questions please.

On the strategic intervention grant for the intersex equality work, [REDACTED] and I were wondering if it would be possible please to amend the address to which the offer of grant is directed so that it says [REDACTED]. Specifically, we'd very much prefer it if the grant is shown in any publicity and information that the Scottish Government makes available, as a grant to the Equality Network rather than to the Scottish Transgender Alliance.

The reason for this is that, with intersex work still at an early stage, [REDACTED] and I are very aware of sensitivities within the intersex communities about the potential risks of intersex and trans issues being confused. Generally speaking, there is at present less sensitivity and potential concern about a previously LGBT organisation doing intersex work, than there is about a purely trans project doing it. Therefore, although [REDACTED] will be directly managing the work, we would very much prefer it if it could be made clear in information that the grant is to the Equality Network, rather than being labelled as an STA grant. That will help us particularly this first year when we are building up engagement with and skills development of intersex people and groups. I hope that makes sense, but we're happy to discuss it further.

The second question relates to the second page of the grant claim form (schedule 2 of the grant offer letter). This asks for a list of expenditure items and amounts, and notes that those should add up to the total amount claimed. I'm not sure what we should do here, because we have a large number of expenditure items each quarter, and we don't know the exact details at the start of the quarter when we submit the claim. To give you an idea of the number of items, for the Equality Network strategic intermediary work last year we had more than 1000 separate items of expenditure over the year, each with its own documentary evidence such as invoice or receipt.

Therefore I am not sure what we should do for the second page of the grant claim form. We could submit a table saying how much of the grant we expect to spend that quarter for each of the budget lines in the original budget submitted with the application? Would that be enough detail?

I hope that makes sense!

Thanks very much,

[REDACTED]

Equality Network, 30 Bernard St, Edinburgh, EH6 6PR
www.equality-network.org
A registered Scottish charity, number SC037852

From: [REDACTED]
Sent: 18 March 2015 16:40
To: [REDACTED]
Subject: 2015-16 Grant Offer Letter - Intermediary - Equality Network - March 2015

[REDACTED]

Please find attached a grant offer letter for Equality Funding in 2015-16. To accept the grant, I would be grateful if you could return the signed and witnessed grant offer letter attached below to me electronically by 10 April 2015.

Kind regards,

[REDACTED]
LGBTI Equality Policy
[REDACTED]

Follow us on Twitter at: @ScotGovEquality

Visit the Scottish Government's Equality Evidence pages:
www.gov.scot/Topics/People/Equality/Equalities

Local Government and Communities Directorate
Equality, Human Rights and Third Sector Division

[Redacted]



[Redacted]
Equality Network
30 Bernard Street
Edinburgh
EH6 6PR



18 March 2015

Dear [Redacted]

OFFER OF GRANT – EQUALITY FUNDING 2015-16 – STRATEGIC INTERVENTION

The Scottish Ministers in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968 hereby offer to give to Equality Network ("the Grantee") a grant of up to £45,000, payable over the financial year 2015-16, in connection with intersex equality work which is more particularly described in Part 1 of Schedule 1 ("the Project") and subject to the following terms and conditions.

1. Definitions and Interpretation

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

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

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

1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions.

2. Purposes of the Grant

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

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

2.3 No part of the grant may be used to make redundancy payments to employees.

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

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

- Driving change/supporting innovation
- Promoting connectivity
- Improving outcomes for communities/building social capital
- Prevention

2.6 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are as set out in your application for funding under the Equality Budget in 2015-16.



Final Intersex
2015-2016 Scot Gov :

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

- staff salaries and associated costs
- direct project costs

2.8 The eligible costs exclude:

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

3. Payment of Grant

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

3.2 In addition to the progress and financial reports to be submitted in relation to the funded project, the Grantee shall within 4 weeks of the end of the 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 using the form of words provided in **Schedule 3**. The statement shall be signed by the Grantee's Director/CEO/authorised signatory.

3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a

written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 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.

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

4. Inspection and Information

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

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

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

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

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

4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or 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 on the Project and the use of the Grant.

5. Confidentiality and Data Protection

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

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

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

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

6. Disposal of Assets

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

7. Publicity

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

8. Intellectual Property Rights

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

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

9. Default and Recovery etc. of Grant

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

9.1.1 The Grantee commits a Default;

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

9.1.3 The Grantee fails to carry out the Project;

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

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

9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations under EU law 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 by the Commission of the European Union.

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

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

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

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

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

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

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

10. Assignment

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

11. Termination

The Agreement may be terminated by the Scottish Ministers giving not less than 3 months' notice in writing from the date of the notice being sent.

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

13.1 These Conditions, except for Condition 6, shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Grant was paid.

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

14. Compliance with the Law

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

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one copy of the offer of Grant and Schedules to [Redacted] at Equality Unit, 3H South, Victoria Quay, Edinburgh, EH6 6QQ. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[Redacted]

[Redacted] Equality Policy Team Leader
18 March 2015

GRANT ACCEPTANCE

On behalf of Equality Network I accept the foregoing offer of Grant by the Scottish Ministers dated 18 March 2015 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that I hold the relevant signing authority.

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

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed: *[Witness]*

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT

A national project to facilitate intersex people, equality organisations, government policy makers, the NHS and other employers and service providers to engage together to develop a shared understanding of intersex equality, rights and inclusion priorities in Scotland. The project will focus on connecting intersex people with each other and with potential allies in order to build social capital supporting intersex people's engagement in equality policy and good practice development.

PART 2: PAYMENT OF GRANT

1. The total Grant of £45,000 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **Schedule 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.

2. The total Grant shall be payable over the financial year 2015-16 in instalments as per the payment schedule table below. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.

	Quarterly Amount	Claim Date
Payment 1	£11,250	10 April 2015
Payment 2	£11,250	1 July 2015
Payment 3	£11,250	1 October 2015
Payment 4	£11,250	1 January 2016
Total	£45,000	

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

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

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

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

Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 3 weeks of receiving a claim and any required documentation and information relevant to the claim.

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

SCHEDULE 2

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

EQUALITY FUNDING 2015-16 CLAIM FORM – STRATEGIC INTERVENTION				
Scottish Charity Number (if applicable)				
Grant Recipient				
Address				
Post Code				
Telephone				
Email				
Name of Project				
Period of claim	April - June ☐	July-Sept ☐	Oct-Dec ☐	Jan-Mar ☐
Amount claimed this quarter				
Bank Name				
Bank Address				
Sort Code				
Account Number				
Declaration	I hereby state that this claim for payment complies with all conditions set out in the grant offer and that the information above is true and complete.			
Signature				
Name				
Designation				
Date				
Scottish Government - Payment Authorisation (SG use only)				
Date received				
Cost Centre				
Entity Code				
Account Code				
Programme Code				
Amount				
Authorised by				
Name				
Date				

Items of Expenditure

Please either list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that to substantiate each amount, or forward an up to date spreadsheet of financial expenditure, a template for which can be found at <http://www.gov.scot/Topics/People/Equality/Funding/funding>.

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Intersex equality

This is to confirm that the grant claimed by Equality Network in relation to the above Project [during the financial year ended 31 March 2016] 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 Equality Network.

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

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

"Conditions" means these grant conditions;

"Default" means:

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

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

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

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

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

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



Scottish Government Equality Policy

2015-16 Funding
Application Form

Funding Application Form

This form should only be used by Intermediary bodies and Strategic Interventions applying for funding in 2015-16.

Applications for the Violence Against Women and Girls Fund, Children's Services Fund and Rape Crisis Specific Fund can be found on the Voluntary Action Fund's website: <http://www.voluntaryactionfund.org.uk/funding-and-support/violence-against-women/>. Applications for the Equality Fund can be accessed here: <http://www.voluntaryactionfund.org.uk/funding-and-support/equality-fund/>.

All sections of the form must be completed. **Incomplete applications will not be considered.**

Completed Intermediary body and Strategic Intervention forms should be sent electronically to [REDACTED] **All other applications should be returned to VAF.**

Completed applications should be received by the Scottish Government by the date stated on the letter issued to your organisation. **Late applications will not be considered.**

Please ensure you enclose **all relevant documents** requested.

Please make sure that your application has been **signed**.

Please indicate which fund you are applying to (please tick one box below):

☐ Intermediary body

☒ Strategic Intervention

☐ Violence Against Women and Girls Strategic Intervention

Please indicate which area of equality policy your application is most relevant to (please tick the box that is most applicable):

☐ Age

☐ Race

☐ Disability

☐ Refugee integration

☐ Gender

☐ Religion/belief

☒ LGBTI

☐ VAWG

Section A: CONTACT INFORMATION

Organisation Name

Equality Network

Name of main contact person

[Redacted]

Position in organisation

[Redacted]

Address of organisation, including postcode

30 Bernard Street
Edinburgh
EH6 6PR

Telephone

[Redacted]

Mobile number of main contact

[Redacted]

Contact email address

[Redacted]

Is your organisation a registered charity?



yes



no

If yes, what is the charity number?

The Equality Network is a registered Scottish charity: SC037852. (Company limited by guarantee: SC220213.)

What is the status of your organisation if it is not a charity?

Section B: ABOUT YOUR PROJECT

Name of Project

Strategic Intervention on Intersex Equality

Project summary (in 2 sentences)

A national project to facilitate intersex people, equality organisations, government policy makers, the NHS and other employers and service providers to engage together to develop a shared understanding of intersex equality, rights and inclusion priorities in Scotland. The project focuses on connecting intersex people with each other and with potential allies in

order to build social capital supporting intersex people's engagement in equality policy and good practice development.

How many staff and volunteers will work on this project and what experience will they bring?

Title of post	Hours/FT/PT/VOL	Experience
STA Manager	4 hours pw	Project management. Equality & human rights policy development, research, training and community engagement.
Paid Intern	35 hours pw FT for 8 weeks	Intersex research, training & good practice guidance writing
Sessional Workers	Various PT	Intersex research, training & good practice guidance writing.
EN Director	1 hour pw	LGBTI equality and human rights strategy and charity management.
EN Finance & Business Officer	4 hours pw	Financial management and office management.
EN Intersectional Coordinator	10 hours pw (funded out of EN LGBTI Strategic Intermediary Project)	Training and community engagement
EN Development Coordinator	0.5 hours pw (funded out of EN LGBTI Strategic Intermediary Project)	Training and community engagement

Section C: PROJECT OUTCOMES

OUTCOMES AND ACTIVITIES

It is vital that we understand the need you want to address; clear evidence of the need and demand for the service you are proposing; how your proposed project will address that need; how you intend to measure change; and to what extent you have involved project beneficiaries in designing your project. For example *"The project we are proposing will increase employment opportunities for individuals from [XXXX group] as a result of engaging with employers to addressing existing structural and societal barriers."*

Outcomes

We are particularly keen to see the **difference** or **change** you are aiming to make with an investment of funding – this is the proposed **outcome(s)** of the funding you are requesting. Please remember, an outcome is the 'why' you do something - not

'what' you do. We would therefore expect you to use words such as *reduce*, *increase*, *decrease*, *improve*, etc when developing your outcomes.

Like many other funders, the Scottish Government needs to know how their funding will result in tangible benefits to those the project was set up to support. An example of an outcome for the project summary above is *"By the end of the funding period, individuals from [XXXX group] will be better able to access employment opportunities as a result of employers fully understanding the work of this project and so levels of unemployment are reduced."*

Proposed Activities

Although we do not need to see detailed activity plans, in this section you should outline the activities you will undertake to achieve your outcomes. Please note, you will need to identify a number of activities (three-four) per outcome. Your activities are the things you do to help you with your outcomes.

Outcome 1: Intersex people are more informed, equipped and supported to engage with equality organisations, policy makers, service providers and employers on improving intersex equality, rights and inclusion.	
Proposed Activities for 2015-16	Timescales
Run two residential weekend Intersex Forums bringing together intersex people, Scottish equality organisations and policy makers. Intersex people will be empowered to connect together to develop their own priorities for improving intersex equality, rights and inclusion and supported to communicate those effectively to policy makers. Examples of intersex equality work good practice from outwith Scotland will be presented to inform intersex people in Scotland of possible options and to help inspire their confidence in engaging with policy makers.	One residential by September 2015 and second by March 2016.
Run a skills development training course to enable a small group of intersex people in Scotland to design and deliver intersex equality awareness training workshops for delivery to equality organisations, policy makers, service providers and employers in Scotland.	By January 2016.
What methods/tools will you use to measure and evaluate the outcome?	
Monitor number, geographical spread and diversity of intersex people participating in the engagement forums and skills development training events. Use feedback forms to evaluate the impact of the project's engagement opportunities and training events on how informed, equipped and supported participants feel they are to engage with equality organisations, policy makers and employers on improving intersex equality, rights and inclusion.	

Outcome 2: Government policy makers, equality organisations, and other employers and service providers are more informed about how to improve intersex equality, rights and inclusion through policy and good practice development.	
Proposed Activities for 2015-16	Timescales
Provide an 8 week skills development paid internship for an intersex person to work within the Equality Network on intersex equality research and good practice guidance development.	June – August 2015
Led by intersex people, develop and deliver at least four intersex equality awareness training sessions for equality organisations, policy makers, service providers and employers.	Jan – March 2016
Led by intersex people, create intersex equality good practice guidance for equality organisations, policy makers, service provider and employers.	By March 2016
What methods/tools will you use to measure and evaluate the outcome? Record the distribution of good practice guidance produced by the project. Record the work carried out by the paid intern and the meetings they attend. Record and analyse the extent to which the project has informed policy and practice development by government policy makers, equality organisations, and other employers and service providers which contribute towards improving intersex equality, rights and inclusion. Record attendance and use feedback forms to evaluate the impact of the project's training sessions on the knowledge of government policy-makers, equality organisations, and other employers and service providers about how to improve intersex equality, rights and inclusion.	

Section D: FUNDING SUPPORT

Amount of funding requested

£45,000

Future sustainability of the project

How will you fund this work should Scottish Government funding end? Please include information on confirmed funding, proposed funding applications, partnerships/collaborative working, mainstreaming or closure of project.

Intersex-specific equality and human rights work has never been funded in Scotland before. Starting this work is entirely dependent on securing funding from the Scottish Government as there are no other likely sources of funding at present.

Other relevant activity

Please state any other activity relevant to your application, for example, application for European funding, partnership working with other equality organisations, etc.

We work closely with ILGA Europe who have been carrying out similar intersex equality work at a European level over the last six years and will be utilising their learning to guide our work in Scotland.

We will work in partnership with UK and international intersex equality organisations to engage intersex people and to ensure the accuracy of the guidance created.

Social Capital

We are interested in the social capital of this work, i.e. if and how the project contributes to building connections and links between individuals and communities. In the box below, projects should outline the social capital of their work, and how this is relevant to achieving the project's outcomes and impact. Relevant activity could include:

- 1) the bonds and social networks between similar groups/beneficiaries;
- 2) the bridges the project makes between the different groups; or
- 3) the influence of the project, for instance, because of links between the project and decision-takers or institutions.

Intersex people in Scotland are a very hidden minority and currently have minimal social capital as an equality group. At present many intersex people have been disempowered by a medical model which emphasised secrecy and medical treatment to erase intersex visibility and ignored equality, human rights and social support needs. These barriers restrict trans people from obtaining the necessary social capital such as knowledge, health and social engagement which would enable them to fully and openly participate in a productive manner across all areas of society. Therefore this intersex project is an essential first step in building this much needed social capital, starting with establishing vital connections between isolated intersex individuals and between those intersex individuals and equality organisations.

This intersex project is focussed on two key areas which are designed to break down these barriers, and help intersex people across Scotland to begin to develop their social capital.

The project's community engagement work is focussed on helping trans people to build strong bridges with national and local public bodies so that basic awareness can begin to be created in regard to how to improve intersex equality and inclusion in healthcare, education and other areas of society.

The project's commitment to empowering intersex people to build training and good practice guidance relationships with a broad range of public bodies and other organisations works to empower both intersex people and the various groups with which they engage to understand each other's needs and expectations. In so doing, intersex people will be able to better articulate their needs and priority concerns to the services that they so vitally need.

The intersex community engagement knowledge the project gains will be shared by the project across the equalities sector so that not only can LGBT organisations start to become LGBTI but also so that wider equality organisations, especially gender and disability equality organisations, can begin to engage with intersex people. Promoting connectivity between intersex people and wider equality organisations is important because different intersex people will prefer to focus on different aspects of intersex equality and rights and some of those will align strongly with the work carried out by gender or disability equality organisations.

The Equality Network has built up a very strong reputation with MSPs, civil servants, the judiciary, the NHS and other public bodies in Scotland for our high standards of community engagement and community consultation led policy and good practice development processes. We are also very well respected by UK-wide public bodies, MPs and businesses, and by Council of Europe and European Union civil servants. This enables us to provide effective equality projects for people within extremely marginalised minority groups and skilfully empower them to have high level effective influence on policy, legislation and public sector practice at Scottish, UK and European levels.

Checklist

Please ensure that you have included the following:

Please tick

- ☒ A copy of your Memorandum and Articles/Constitution, signed and dated
- ☒ Your most recent audited accounts, or independently verified statement of income and expenditure
- ☒ Your most recent annual report
- ☒ A copy of your equality policy
- ☒ A copy of your certificate of charitable status from the Inland Revenue (if applicable)
- ☒ The project budget (in a separate spreadsheet)

Section E: DECLARATION

I apply on behalf of the organisation named above for a grant as proposed in this application in respect of expenditure to be incurred over the proposed funding period on the activities described above.

Signatory one (this must be the main contact named in the first part of the application)

I understand that you may contact me during assessment and I confirm that I am authorised by the organisation for this purpose and that you may rely on any further information supplied to you by me.

Name	Position
[Redacted]	[Redacted]
Signature	Date
[Redacted]	19 Dec 2014

Signatory two (this should be the chair, chief executive or person of similar authority in your organisation)

I confirm that this application and the proposed project within it have been authorised by the management committee or other governing body.

Name	Position
[Redacted]	[Redacted]

Address including postcode

2 Albert Place, Edinburgh, EH7 5HN	
Phone number (or textphone)	[Redacted]
Mobile number	[Redacted]
Email	[Redacted]
Signature	Date
[Redacted]	19 Dec 2014

GRANT CONDITIONS

Full details of the conditions that will apply will be included in the grant offer letter should your application be successful. Conditions include the following:

- We will ask you to return grant not used for the approved purpose, or not used within the financial year.
- We pay grant only on what you actually spend. We will ask you to return any overpayment.
- The grant is not to be used for party political advocacy or activity.

FREEDOM OF INFORMATION (SCOTLAND) ACT 2002

In accordance with the Freedom of Information (Scotland) Act 2002 that came into force on 1 January 2005, the Scottish Government may be required to make any application for grant available for public scrutiny. In submitting a grant application, please let us know if there are any elements of it which would prejudice substantially your commercial or other interests if they were made public. Please note there may nevertheless be a public interest in publishing the material submitted.

FEEDBACK

We aim to improve our procedures continuously. If you have any comments on this form or on our process generally, please let us know.

[REDACTED]

From: [REDACTED]
Sent: 07 March 2016 13:45
To: [REDACTED]
Cc: [REDACTED]
Subject: April-June 2016 - Grant Offer Letter - Equality Funding - Equality Network - Intersex

Good afternoon,

Thank you for your application for funding for April – June 2016. Please find attached a grant offer letter for this period.



April-June 2016 -
Grant Offer ...

To accept this grant, I would be grateful if you could return the signed and witnessed grant offer letter to me electronically at your earliest convenience.

Please also return your completed claim form for payment along with your grant acceptance letter by the date stipulated in Schedule 1 Part 2 of your grant offer letter. As this will be the first payment made in this financial year, there is no need for a financial report/breakdown to be provided alongside your claim form.

Finally, as this is a further three months funding to your current allocation, I would like to advise that we are not expecting a progress report to be submitted in April 2016 for 1 April 2015 – 31 March 2016. Instead, we would ask that a progress report covering 1 April 2015 – 30 June 2016 is submitted in July 2016 instead. A template for this can be found here:
<http://www.gov.scot/Topics/People/Equality/Funding/Progressreport>.

I hope this is all clear, but if you have any queries, please get in touch.

Thank you,

[REDACTED]
LGBTI Equality Policy
[REDACTED]

Local Government and Communities Directorate
Equality, Human Rights and Third Sector Division

[Redacted]



[Redacted]
Equality Network
30 Bernard Street
Edinburgh
EH6 6PR



2 March 2016

Dear [Redacted],

OFFER OF GRANT – EQUALITY BUDGET 2016-17

The Scottish Ministers in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968 hereby offer to give to Equality Network ("the Grantee") a grant of up to £11,250, payable over the financial year 2016-17, in connection with intersex equality work which is more particularly described in Part 1 of Schedule 1 ("the Project") and subject to the following terms and conditions.

1. Definitions and Interpretation

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

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

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

1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions.

2. Purposes of the Grant

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

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

2.3 No part of the grant may be used to make redundancy payments to employees.

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

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

- Driving change/supporting innovation
- Promoting connectivity
- Improving outcomes for communities/building social capital
- Prevention

2.6 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are as set out in your application for funding under the Equality Budget in 2016-17.



Intersex Project
Proposed Work...

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

- staff salaries and associated costs
- direct project costs

2.8 The eligible costs exclude:

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

3. Payment of Grant

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

3.2 In addition to the progress and financial reports to be submitted in relation to the funded project, the Grantee shall within 4 weeks of the end of the 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 using the form of words provided in **Schedule 3**. The statement shall be signed by the Grantee's Director/CEO/authorised signatory.

3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a

written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 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.

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

4. Inspection and Information

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

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

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

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

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

4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or 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 on the Project and the use of the Grant.

5. Confidentiality and Data Protection

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

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

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

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

6. Disposal of Assets

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

7. Publicity

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

8. Intellectual Property Rights

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

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

9. Default and Recovery etc. of Grant

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

9.1.1 The Grantee commits a Default;

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

9.1.3 The Grantee fails to carry out the Project;

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

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

9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations under EU law 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 by the Commission of the European Union.

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

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

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

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

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

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

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

10. Assignment

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

11. Termination

The Agreement may be terminated by the Scottish Ministers giving not less than 3 months' notice in writing from the date of the notice being sent.

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

13.1 These Conditions, except for Condition 6, shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Grant was paid.

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

14. Compliance with the Law

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

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one copy of the offer of Grant and Schedules to [Redacted] Equality Unit, 3H South, Victoria Quay, Edinburgh, EH6 6QQ. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[Redacted]

[Redacted] Equality Policy Team Leader
2 March 2016

GRANT ACCEPTANCE

On behalf of Equality Network I accept the foregoing offer of Grant by the Scottish Ministers dated 2 March 2016 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that I hold the relevant signing authority.

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

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Witness Signature:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT

A national project to facilitate intersex people, equality organisations, government policy makers, the NHS and other employers and service providers to engage together to develop a shared understanding of intersex equality, rights and inclusion priorities in Scotland. The project will focus on connecting intersex people with each other and with potential allies in order to build social capital supporting intersex people's engagement in equality policy and good practice development.

PART 2: PAYMENT OF GRANT

1. The total Grant of £11,250 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **Schedule 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.

2. The total Grant shall be payable over the financial year 2016-17 in instalments as per the payment schedule table below. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.

	Quarterly Amount	Claim Date
Payment 1	£11,250	1 April 2016
Total	£11,250	

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

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

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

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

Grantee within 3 weeks of receiving a claim and any required documentation and information relevant to the claim.

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

SCHEDULE 2

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

EQUALITY BUDGET 2016-17 CLAIM FORM				
Scottish Charity Number (if applicable)				
Grant Recipient				
Address				
Post Code				
Telephone				
Email				
Name of Project				
Period of claim	April - June ☐	July-Sept ☐	Oct-Dec ☐	Jan-Mar ☐
Amount claimed this quarter				
Bank Name				
Bank Address				
Sort Code				
Account Number				
Declaration	I hereby state that this claim for payment complies with all conditions set out in the grant offer and that the information above is true and complete.			
Signature				
Name				
Designation				
Date				
Scottish Government - Payment Authorisation (SG use only)				
Date received				
Cost Centre				
Entity Code				
Account Code				
Programme Code				
Amount				
Authorised by				
Name				
Date				

Items of Expenditure

Please either list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that to substantiate each amount, or forward an up to date spreadsheet of financial expenditure, a template for which can be found at <http://www.gov.scot/Topics/People/Equality/Funding/funding>.

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Intersex equality

This is to confirm that the grant claimed by Equality Network in relation to the above Project [during the financial year ended 31 March 2017] 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 Equality Network.

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

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

"Conditions" means these grant conditions;

"Default" means:

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

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

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

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

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

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

Scottish Government Equality Budget Work Plan 2016-17: Equality

Name of organisation

Equality Network

Address

30 Bernard Street
Edinburgh
EH6 6PR

Primary contact

[Redacted]

Status of organisation (e.g. SCIO, Company Limited by Guarantee, Social Enterprise, etc.)

The Equality Network is a registered Scottish charity: SC037852. (Company limited by guarantee: SC220213.)

Name of your project

Strategic Intervention on Intersex Equality

Briefly describe your project

A national project to facilitate intersex people, equality organisations, government policy makers, the NHS and other service providers to engage together to develop a shared understanding of intersex equality, rights and inclusion priorities in Scotland. The project focuses on connecting intersex people with each other and with potential allies in order to build social capital supporting intersex people's engagement in equality policy and good practice development.

What protected characteristics does your project address?

Although there is not yet a specific intersex equality protected characteristic within the Equality Act, intersex equality falls partly within the protected characteristics of sex, disability and gender reassignment.

What need/issue will the activity of your project address?

Intersex people in Scotland experience inequalities and remain at risk of serious human rights violations of their rights to health and physical integrity, dignity and privacy. Intersex equality work only started receiving any dedicated funding in 2015 so the activity of this project represents the early stages of addressing the essential need for engagement between intersex people and government policy makers, equality organisations and service providers to improve policies and practices. Such activity is recommended by the United Nations and Council of Europe.

What evidence supports that this need exists?

UN Factsheet: https://unfe.org/system/unfe-65-Intersex_Factsheet_ENGLISH.pdf
Council of Europe Commissioner for Human Rights Intersex Issue Paper and Video Message: <http://www.coe.int/en/web/commissioner/thematic-work/LGBTI>
EU FRA: <http://fra.europa.eu/sites/default/files/fra-2015-focus-04-intersex.pdf>

The Scottish Government Equality Budget 2015-16 delivers work under the following **themes**:

- Tackling inequalities and poverty, encouraging enterprise
- Strong, resilient, engaged, empowered communities
- Improving opportunities for employment, representation and participation in public life
- Tackling discrimination and hate crime

These themes relate to key priorities across the range of equality interests, and aim to ensure support is available for activity and provision across all the protected characteristics.

Funded projects should work towards at least one of the following **Programme Outcomes**:

1. Driving change/supporting innovation
2. Promoting connectivity
3. Improving outcomes for communities
4. Prevention

Project outcomes

Project outcomes are the difference your intervention will make. Specific project outcomes should be identified which will contribute to the programme outcomes above. Your project outcomes must clearly show the intended effects or changes that will happen as a result of the project activities.

Outcome Indicators

Outcome indicators are measures that describe how well the project outcomes are being achieved. Indicators are changes observed in your target group/area of work, and that you will measure to evidence progress towards your project outcome.

Project Activities

Project activities are the actions or tasks that will be taken to achieve the proposed outcomes. These could include the specific direct deliverables, such as the products or resources that are delivered through the work, or the services that will be provided.

Monitoring and Evaluation

To gauge the overall success of the project, please detail the way in which your outcome indicators will be measured and tracked, and whether the outcome is being achieved or to show progress towards achieving your outcome.

Programme Outcomes 2 & 3

Project Outcome 1:

Intersex people are more informed, equipped and supported to engage with equality organisations, policy makers and service providers to improve intersex equality, rights and inclusion.

Outcome Indicators (list 2-3):

1. There is an increase in how informed, equipped and supported intersex people feel in regard to engaging with equality organisations, policy makers and service providers.
2. There is an increase in the number of equality organisations, policy makers and service providers in Scotland engaging with intersex people to improve intersex equality, rights and inclusion.
3. There is an increase in the number of intersex people engaging with equality organisations, policy makers and service providers in Scotland.

Project Activities (list 2-3):

1. Use social media, email, telephone and skype to connect with intersex people and develop their confidence to engage with equality organisations, policy makers and service providers.
2. In early June, run a third residential 2-day meeting of the Scottish Intersex Equality Forum bringing together intersex people, Scottish equality organisations, policy makers and service providers. Intersex people will be empowered to connect together to develop their own priorities for improving intersex equality, rights and inclusion and supported to communicate those effectively.

Monitoring and Evaluation:

Monitor number, geographical spread and diversity of intersex people participating in meetings of the Scottish Intersex Equality Forum.

Monitor number, geographical spread and diversity of intersex people engaging with the Equality Network between meetings of the Scottish Intersex Equality Forum.

Use feedback forms to evaluate the impact of meetings of the Scottish Intersex Equality Forum on how informed, equipped and supported participants feel in regard to engaging with equality organisations, policy makers and service providers.

Monitor which equality organisations, policy makers, service providers and employers engage with intersex people during meetings of the Scottish Intersex Equality Forum and throughout the project.

Programme Outcomes 1, 3 & 4

Project Outcome 2:

Government policy makers, equality organisations, and other service providers are more informed about how to drive changes to improve intersex equality, rights and inclusion through policy and good practice development.

Outcome Indicators (list 2-3):

1. There is an increase in the number of government policy makers, equality organisations and service providers who have received intersex equality awareness training.
2. There is an increase in how informed government policy makers, equality organisations and service providers are about how to improve intersex equality, rights and inclusion.

Project Activities (list 2-3):

1. Employ an intersex person to deliver at least one intersex equality awareness training session for equality organisations, policy makers and service providers.
2. Distribute basic information resources about intersex equality and human rights to equality organisations, policy makers and service providers by post and in person at conferences and other events.
3. Employ an intersex person to carry out a literature review on intersex equality and human rights publications and to identify key knowledge gaps.

Monitoring and Evaluation:

Record attendance and use feedback forms to evaluate the impact of the project's training sessions on the knowledge of government policy-makers, equality organisations and service providers about how to improve intersex equality, rights and inclusion.

Record all project engagement with government policy makers, equality organisations and service providers and also all distribution of basic information resources. Collect feedback comments to evaluate the impact of the project activities on the knowledge of government policy-makers, equality organisations and service providers about how to improve intersex equality, rights and inclusion.

What progress can you expect to make by 30 June 2016?

All the project activities described are expected to take place before 30 June 2016. As this is a complex equality area which is still at a very early stage of development, the evaluated progress in terms of outcome indicators by 30 June 2016 will be small but very important.

What was your funding allocation in 2015-16?

£45,000

If there is a need to, how would you continue to fund this work after Scottish Government funding comes to an end on 30 June 2016?

Intersex-specific equality and human rights work is at an extremely early stage in Scotland. Therefore there is a vital need to continue this work beyond 30 June 2016 but doing so would be entirely dependent on securing further funding from the Scottish Government as there are no other likely sources of funding at present.

Declaration by Signatory 1

Name: [Redacted]
Position: [Redacted]
Date: 05/02/2016
Signature: [Redacted]

Witnessed by Signatory 2

Name: [Redacted]
Position: [Redacted]
Phone number: [Redacted]
Email address: [Redacted]
Date: 05/02/2016

Signature: [Redacted]

[REDACTED]

From: [REDACTED]
Sent: 09 June 2017 11:33
To: [REDACTED]
Subject: 2017-20 Grant Offer Letter - Equality - Equality Network - Intersex Project

Good morning,

Thank you for your application for funding for 2017-2020. Please find attached a grant offer letter for the three year period: 1 July 2017 – 30 June 2020.

To accept the grant, I would be grateful if you could return a signed and witnessed copy of the **full** grant offer letter attached below by 30 June. Where possible, please return your grant acceptance electronically, however, if you are unable to do so, a hard copy can be sent for my attention to the Equality Unit, 3H North, Victoria Quay, Edinburgh, EH6 6QQ.

It would be helpful if, at the same time, your completed claim form for payment was returned with your grant acceptance letter. The date stipulated in Schedule 1 Part 2 of your grant offer letter is 1 July 2017, and it is from this date onwards that grant claims can be processed.

Please note [REDACTED] If you would like to draw down your first claim before the end of July, please return your signed grant acceptance letter and claim form to me by 30 June. As this will be the first payment made in this financial year, there is no need for a financial report/breakdown to be provided alongside your claim form.

Finally, the Scottish Government will be formally announcing the funding allocated under the Equality Budget by the end of June. In the meantime, it would be appreciated if the funding you have been allocated is not publicised in any way. If you have any queries about when you are able to make this public, please contact me.

Thank you,

[REDACTED]
LGBTI Equality Policy
[REDACTED]



2017-20 Grant
Offer Letter - E...

Local Government and Communities Directorate
Equality, Human Rights and Third Sector Division

[Redacted]



[Redacted]
Equality Network
30 Bernard Street
Edinburgh
EH6 6PR



12 June 2017

Dear [Redacted],

OFFER OF GRANT – EQUALITY BUDGET FUNDING: 1 JULY 2017 – 30 JUNE 2020

The Scottish Ministers in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968 hereby offer to give to Equality Network ("the Grantee") a grant of up to £45,000, payable over 1 July 2017 – 30 June 2018, in connection with the Intersex Equality Project, which is more particularly described in Part 1 of Schedule 1 ("the Project") and subject to the following terms and conditions. Ministers are at present minded to give grants of £45,000 over 1 July 2018 – 30 June 2019 and £45,000 over 1 July 2019 – 30 June 2020 in respect of this project, but these figures are indicative only. Final figures will be confirmed with the Grantee once the Equality Budget has been set for 2018-19 and 2019-20 financial years.

1. Definitions and Interpretation

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

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

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

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

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

2. Purposes of the Grant

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

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

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

2.4 The expected outcomes of the Grant are:

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

2.5 The targets/milestones against which progress in achieving expected outcomes shall be monitored are as set out in your application (below) for funding over the specified period.



2017-20

application - Na...

2.6 In addition to your main objectives, a condition of the current year of funding is that you will make your staff aware of the United Nations Convention on the Rights of the Child (UNCRC) and children's rights. We will ask for confirmation that this has been done at the time of your annual report in July 2018. This information will contribute to Scottish Ministers' Report to Parliament due in 2018 under Part 1 of the Children and Young People (Scotland) Act 2014; specifically in relation to the duty on Scottish Ministers to raise awareness of children's rights. This objective applies only to the staff in your organisation (or working with your organisation) who are delivering work funded with this grant.

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

- staff salaries and associated costs
- direct project costs

2.8 The eligible costs exclude:

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

3. Payment of Grant

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

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

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

3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, **any instalment of the Grant which has not been claimed by the Grantee by 30 June 2018 as set out in Schedule 1**, unless otherwise agreed in writing by the Scottish Ministers.

4. Inspection and Information

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

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

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

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

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

4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or 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 on the Project and the use of the Grant.

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

5. Confidentiality and Data Protection

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

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

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

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

the payee, the date of the payment, the subject matter and the amount of grant) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

6. Disposal of Assets

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

7. Publicity

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

8. Intellectual Property Rights

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

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

9. Default and Recovery etc. of Grant

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

9.1.1 The Grantee commits a Default;

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

9.1.3 The Grantee fails to carry out the Project;

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

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

9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations under EU law 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 by the Commission of the European Union.

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

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

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

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

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

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

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

10. Assignment

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

11. Termination

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

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

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

15. Governing Law

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

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one full copy of the offer of Grant and Schedules to electronically to [Redacted] If you are unable to do so electronically, hard copies can be sent to [Redacted] at the Equality Unit, 3H North, Victoria Quay, Edinburgh, EH6 6QQ. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely
[Redacted]

[Redacted] Equality Policy Team Leader
12 June 2017

GRANT ACCEPTANCE

On behalf of the Equality Network I accept the foregoing offer of Grant by the Scottish Ministers dated 12 June 2017 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that I hold the relevant signing authority.

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

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Witness Signature:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT

A national project to facilitate intersex people, equality organisations, government policy makers, the NHS and other service providers to engage together to develop a shared understanding of intersex equality, rights and inclusion priorities in Scotland. The project focuses on connecting intersex people with each other and with potential allies in order to build social capital supporting intersex people's engagement in equality policy and good practice development.

PART 2: PAYMENT OF GRANT

1. The total Grant of £45,000 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **Schedule 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable over 1 July 2017 – 30 June 2018 in instalments as per the payment schedule table below. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the end of the 12 month period (1 July 2017 – 30 June 2018), unless otherwise agreed in writing by the Scottish Ministers.

	Quarterly Amount	Claim Date
Payment 1	£11,250	1 July 2017
Payment 2	£11,250	1 October 2017
Payment 3	£11,250	1 January 2018
Payment 4	£11,250	1 April 2018
Total	£45,000	

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

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

7. In order to facilitate the accrual of expenditure of the Grant for the period of funding the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 31 July 2018 the amount of the Grant actually expended up to and including 30 June 2018.

SCHEDULE 2

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

EQUALITY FUNDING 1 JULY 2017 – 30 JUNE 2018 CLAIM FORM – EQUALITY				
Scottish Charity Number (if applicable)				
Grant Recipient				
Address				
Post Code				
Telephone				
Email				
Name of Project				
Period of claim	April - June ☐	July-Sept ☐	Oct-Dec ☐	Jan-Mar ☐
Amount claimed this quarter				
Bank Name				
Bank Address				
Sort Code				
Account Number				
Declaration	I hereby state that this claim for payment complies with all conditions set out in the grant offer and that the information above is true and complete.			
Signature				
Name				
Designation				
Date				
Scottish Government - Payment Authorisation (SG use only)				
Date received				
Cost Centre				
Entity Code				
Account Code				
Programme Code				
Amount				
Authorised by				
Name				
Date				

Items of Expenditure

Please provide in the Excel spreadsheet of financial expenditure on which your original budget was submitted (a template for which can be found at <https://beta.gov.scot/publications/equality-funding-process-for-recipients/Scottish%20Government%20financial%20report%20for%20equality%20funding.xlsx> if necessary) items of expenditure relevant to the above period. If there is an over or underspend, please provide reasons for this.

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Equality Network – Intersex Equality Project

This is to confirm that the grant claimed by the Equality Network in relation to the above Project [during the period 1 July 2017 – 30 June 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 Equality Network.

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

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

"Conditions" means these grant conditions;

"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 misstatement or misappropriation of Grant, or any other default,

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

"Period of funding" means the period from 1 July one year until 30 June the following year;

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

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

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

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

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

**Scottish Government
Equality Unit**

**Promoting Equality and Cohesion Fund
1 July 2017 – 31 March 2020
Application Form**

**Large Grant
Office Use
only**

Application Form: Promoting Equality and Cohesion Fund

Please read the Guidance Notes before completing this Word Form, together with the Excel Budget Form. Please make sure that you answer all the questions applicable. **The deadline for applications is midnight on Friday 17 March 2017.**

Section 1: Tell us about your organisation

1.1 Legal name of your organisation

Equality Network Limited

1.2 Registered address for your organisation

Address 1	30 Bernard Street
Address 2	
Address 3	
Address 4	
Town	Edinburgh
County	City of Edinburgh
Postcode	EH6 6PR
Country	Scotland
Telephone	[Redacted]
Email	[Redacted]
Website Address	www.equality-network.org

1.3 Main contact for this application

Name	[Redacted]		
Position	[Redacted]		
Telephone	[Redacted]	Mobile	[Redacted]
Email	[Redacted]		

1.4 Bank account details

Name of Bank	[Redacted]
Account Name	[Redacted]
Account No.	[Redacted]
Sort Code	[Redacted]
No. of Signatories	[Redacted]

1.5 The legal status of your organisation

Legal Status	[Redacted]		
Charity No.	SC037852	Company No.	SC220213
In what year was your organisation established/granted charitable status? Established 1997; incorporated 2001; granted charitable status 2007			
Is your organisation a branch of another charity/body?		Yes ☐ No ☒	
If yes, name of parent company/body			

1.6 Is your organisation a Social Enterprise? Yes ☐ or No ☒

1.7 Annual income

What was the income of your organisation in its last financial year? (Exclude any income for capital items such as buildings and equipment.)	[Redacted]
Please tick if you are a new organisation that has been operating for less than one year.	☐

1.8 Geographical area

In which local authority area is your registered office based?	Please Select. Edinburgh City

1.9 What are the main aims and activities of your organisation?

Our charitable purpose is:

- to promote the human rights of Scotland's lesbian, gay, bisexual, transgender and intersex (LGBTI) people,
- to promote fair and equal treatment for lesbian, gay, bisexual, transgender and intersex people in the laws, institutions and society of Scotland, and
- to provide assistance to people and organisations working in other countries, to promote equality and human rights for lesbian, gay, bisexual, transgender and intersex people in those countries.

We work to change Scotland to deliver equality and human rights for all LGBTI people. Our work is founded on engagement with and empowerment of diverse LGBTI people across Scotland. It is based on evidence and expertise, and involves working in partnership with many others.

Major themes of our work currently include: seeking full legal equality for LGBTI people, improving social attitudes, working for equality in the justice system and good responses to hate crime, working for equality in health and social care, in education, and in other public and voluntary services, LGBTI community capacity building and engagement, bisexual, trans and intersex equality, equality for LGBTI people with intersectional identities, and building the evidence base on LGBTI equality.

We work for these things through policy development and advice, training and consultancy, community development and engagement, research, information provision, communications and media work, and we have a strong emphasis on partnership work with other LGBTI organisations and a range of equality and human rights organisations, in Scotland, in the UK, and internationally.

1.10 Who are the people involved in your organisation?

How many Board members do you have?	7 currently – now recruiting, with the aim of 10 to 12
How many other volunteers are involved?	20 active volunteers
How many full-time staff are employed?	7
How many part-time staff are employed?	1 half time, plus 6 sessional staff
In the last year, how many service users have benefitted from the work of your organisation?	As an organisation working for change to benefit all LGBTI people in Scotland: >250,000. Directly in our network: >30,000

1.11 Describe the make up of your Board of Trustees. Tell us about the skills and experience of your Board members and how you support them

Governance of our organisation is the responsibility of our volunteer Board of Trustees. They delegate day-to-day management to the staff Director, to whom other staff report. Trustees are recruited via open, competitive recruitment, and their appointment is confirmed by our AGM. The average term of office is five years. New Trustees are provided with induction, and supported by existing Trustees and the Director, and there is an annual Trustee development day.

Our Trustees are reflective of the diversity of the LGBTI communities (including bisexual, trans and intersex people), and of intersections with disabled and ethnic minority communities, and with an age range from mid twenties to seventies. Due to a member stepping down, we currently have three women and four men Trustees – we are currently actively recruiting up to five more Trustees.

Our Trustees have between them a wide variety of skills and experience in the public, private and voluntary sectors, including employment for example in the NHS in medical and in equality and diversity roles, in volunteer management, as a solicitor, in the armed forces, in clinical and academic research, and in the disability voluntary sector, and volunteer experience, for example as a Board member of Amnesty International UK, with disability charities, and with a wide range of other LGBTI organisations. There are three specific Board posts: convener, deputy convener and treasurer. Our treasurer is a chartered accountant working at senior level in financial services.

Each year, our Board has six standard Board meetings, and two Board development days, in addition to social events with staff. Some Board members are involved in sub-groups with staff, such as the fundraising sub-group and the training sub-group.

The Board is supported by the Director, who reports regularly to the Board on the progress of our work against our strategic and operational plans, and on our

financial position, and implements Board policies and decisions.

1.12 What active policies does your organisation have in place that guide your work?

We have the usual range of organisational policies, including for example Alcohol and Drugs, Carers, Complaints, Data Protection, Disciplinary, Equality and Diversity, Finance, Grievance, Harassment, Health and Safety, Leave, Media and Communications, Redundancy, Reserves, Retirement, Volunteering. These are reviewed by the Trustees and the Director together, on a four year rolling cycle.

All of our work is underpinned by the principles of partnership and community-led involvement. Our policy is to engage with community members before starting any work, and at all stages of a project. In this project, this policy is being put into practice through our extensive and ongoing engagement and consultation with diverse LGBTI people across Scotland, through our community empowerment activities, and activities which support LGBTI people to directly engage with national policy-making processes. It is also our policy to have people with lived experience either run our training sessions, or where that is not possible, provide personal testimonies at our trainings. In doing these things, it is our policy to maximise access for diverse LGBTI people, and to have a particular focus on involving more disadvantaged sections of the LGBTI communities, including bisexual people, trans people, intersex people, people with intersectional identities, and people living in rural areas.

Our main service user group is policy makers and public and voluntary sector organisations. We gather feedback from these service users at all events and training and use this feedback in further developing our work.

1.13 Independent Referee

Provide details of an independent referee who knows the work of your organisation and/or the subject of this application

Name	[Redacted]
Position	
Organisation	Engender
Address 1	1a Haddington Place
Address 2	
Address 3	
Address 4	
Town	Edinburgh
County	City of Edinburgh
Postcode	EH7 4AE
Country	Scotland

Telephone	[Redacted]
Email	[Redacted]
Relationship to your organisation	We work in partnership with Engender on shared equality issues

1.14 Where did you hear about this fund?

From the Scottish Government Equality Unit

Section 2: Tell us about your project

2.1 Name of project

Equality Network Intersex Equality project

2.2 Project start date (dd/mm/yyyy)

01/07/2017

Project end date (dd/mm/yyyy)

31/03/2020

2.3 Briefly describe your proposed project in only a few sentences and do not exceed six lines)

A national project to facilitate intersex people, equality organisations, government policy makers, the NHS and other service providers to engage together to develop a shared understanding of intersex equality, rights and inclusion priorities in Scotland. The project focuses on connecting intersex people with each other and with potential allies in order to build social capital supporting intersex people's engagement in equality policy and good practice development.

2.4 Please describe the need or issue that your project will address, including evidence of need

Intersex people in Scotland experience inequalities and remain at risk of serious human rights violations of their rights to health and physical integrity, dignity and privacy. Intersex equality work in Scotland only recently started receiving any dedicated funding, so the activity of this project represents the early stages of addressing the essential need for engagement between intersex people and government policy makers, equality organisations and service providers to improve policies and practices. Such activity is recommended and the need evidenced by the United Nations, Council of Europe and EU Fundamental Rights Agency.

UN Factsheet:

https://unfe.org/system/unfe-65-Intersex_Factsheet_ENGLISH.pdf

Council of Europe Commissioner for Human Rights Intersex Issue Paper and Video Message:

<http://www.coe.int/en/web/commissioner/thematic-work/LGBTI>

EU Fundamental Rights Agency:

<http://fra.europa.eu/sites/default/files/fra-2015-focus-04-intersex.pdf>

2.5 How do you know this project will address the need outlined in 2.4?

Intersex equality has not previously been addressed by policy makers in Scotland, and this project is the only work being done in this area in Scotland.

We have successfully engaged with a number of intersex people in Scotland, and have had initial discussions around equality needs. By continuing and expanding this engagement we are now well placed to start to identify detailed requirements to

improve equality and human rights for intersex people. This work is also underpinned by our partnership relationship with UK-wide intersex organisations: specifically, Intersex UK and UK Intersex Association, and by the connections that we have developed with intersex equality advocates in other countries.

Our ongoing positive working relationships with policy makers at national level, and with other national equality organisations, put us in an excellent position to influence policy and catalyse genuine change for the better.

2.6 Describe how you will work with/involve service users in shaping services

A key principle of our work is that it is based on the involvement of intersex people. Our policy work is based on engagement with intersex people and on the needs and priorities thereby identified.

Our work also involves facilitating the direct engagement of intersex people with policy makers, arranging face to face engagement where possible. It also includes capacity building for individual intersex people to better enable them to engage with policy-makers and advocate for their needs.

2.7 Will your project have a national or a local remit?

If your project operates on a national basis, please provide details in the box to the right.	National. This project is open to intersex people from all local authorities in Scotland to engage with the Scottish Government and national public bodies such as the EHRC and SHRC.
If your project has a local remit, please list the main local authority areas where the people who will benefit from your projects work, live or are based in the box to the right.	

2.8 Will your project take place in an area of regeneration or high deprivation?

Yes ☐ No ☒

If yes, please provide details.

Section 3: The difference your project will make

3.1 Promoting Equality and Cohesion Fund Outcomes

To receive funding your project should work towards at least one of the following fund outcomes and not more than three. Please select the outcome(s) that your project will work towards.

1.	Discrimination against people who share protected characteristics is reduced, and multiple discrimination is addressed so that barriers to participation are reduced.	☒
2.	People covered by hate crime legislation experience lower levels of hate crime.	☐
3.	People and communities are supported to participate in and engage with services and civic society; their contribution is recognised and community cohesion is increased.	☒
4.	Current imbalances in representation in all aspects and levels of public life, including education and employment, are addressed to better reflect our communities.	☐

3.2 Project outcomes and activities

Please describe the most important change or difference for the intended beneficiaries that this funding will support. (The guidance notes accompanying this form may be useful in helping to complete this section.)

Project outcome 1	Intersex people are more informed, equipped and supported to engage with equality organisations, policy-makers and service providers to improve intersex equality, rights and inclusion.		
Which fund outcome(s) will this contribute to?			
1 ☒ 2 ☐ 3 ☒ 4 ☐			
Proposed outcome activities for outcome 1		Timescales and frequency	
Use social media, email, telephone and skype to connect with intersex people around Scotland and develop their confidence and skills to engage with other intersex people and equality organisations, policy makers and service providers.		Throughout	
Hold two Scottish Intersex Equality Forum events per year, to enable intersex people to engage with services and civic society, recognising the contributions intersex people are making to equality work and to society in general.		2 Forums events per year in year 1 and 2; 1 Forum in July 2019 to March 2020.	
In partnership with at least one intersex-specific organisation, facilitate strategic meetings between intersex people and the Scottish Government and other policy bodies, including EHRC, SHRC and/or Children and Young People's Commissioner for Scotland, to plan and progress initial work to improve intersex equality, rights and inclusion.		Throughout, at least two meetings a year	

Project outcome 2	Government policy makers, equality organisations, and other service providers are more informed about how to drive changes to improve intersex equality, rights and inclusion through policy and good practice development		
Which fund outcome(s) will this contribute to?			
1 ☒ 2 ☐ 3 ☐ 4 ☐			
Proposed outcome activities for outcome 2			Timescales and frequency
At least 2 intersex people are provided with personalised support to develop their training facilitation skills.			Throughout
Work in partnership with at least one intersex-specific equality organisation to develop comprehensive training content on intersex equality.			In year 1
Employ and support intersex people to deliver at least six intersex equality awareness training sessions for policy makers, equality organisations and service providers.			Years 2 and 3

Project outcome 3			
Which fund outcome(s) will this contribute to?			
1 ☐ 2 ☐ 3 ☐ 4 ☐			
Proposed outcome activities for outcome 3			Timescales and frequency

3.3 Contribution of Promoting Equality and Cohesion Fund to wider work

A. There are a number of Scottish Government publications that have a strong equality focus. If the project for which you are applying for funding is delivering against any ambitions, goals or specific actions in the following documents in relation to the protected characteristics, please select the relevant document(s). Detail of the work you are taking forward should be provided in the text box, linked to the specific actions in the relevant Scottish Government publication:

<u>Race Equality Framework</u>	☐
<u>A Fairer Scotland for Disabled People</u>	☐
<u>New Scots: Integrating Refugees in Scotland's Communities</u>	☐
<u>Fairer Scotland Action Plan</u>	☒
<u>Scotland's Labour Market Strategy</u>	☐

Detail of the way in which the work of the project contribute to the ambition, goal or specific actions in the Scottish Government publication(s) indicated above:

A. The project will contribute directly to action 13 in the Fairer Scotland Action plan – to review and reform gender recognition law. We will ensure that the reforms to gender recognition law work for intersex people who need access to gender recognition.

Intersex equality work is at such an early stage of development that, currently, the Scottish Government are not in a position to include intersex-specific targets in strategic planning. Over time, this project will assist with the development of such targets.

B. It should also be noted that there are some consultations and an independent review that are either live or impending which may impact on future equality work in this funding period. If the outcome of any of the following are of relevance to your proposed project, please select the consultation(s)/review below for which this is the case.

Scottish Government consultation on the <u>Draft Gender Representation on Public Boards (Scotland) Bill</u> (consultation period: 5 January – 17 March 2017)	☐
Forthcoming Scottish Government consultation on the first British Sign Language (BSL) National Plan (1 March – 31 May 2017)	☐
Forthcoming Scottish Government consultation on the reform of Gender Recognition legislation (summer 2017)	☒
Any engagement with Lord Bracadale's independent review of the existing laws around hate crime offences in Scotland (30 January 2017 – January 2018 approximately)	☒

Please provide a brief overview of the work of the proposed project in relation to the relevant consultation or review indicated above:

B. In the policy work of this project, we will develop understanding of the needs of intersex people around gender recognition law reform. We will engage with the Scottish Government consultation, and also with stage 1 of any gender recognition legislation that follows. We will encourage and support intersex people to engage directly in those processes.

Scotland remains, as far as we know, the only country in Europe where hate crime law specifically includes crime motivated by prejudice against intersex people. However, it is currently unknown whether any intersexphobic hate crime has been dealt with using the law. Through engagement with intersex people, we will seek to identify how prevalent intersex people's experience of hate crime is, and how well it is being handled. We will engage with the review of the law from this perspective,

and with any future process of legislative change around hate crime law, and we will support intersex people to engage directly.

3.4 Contribution to Scottish Government Equality Outcomes

If relevant, applicants should also demonstrate how their project would help contribute to one or more of the Scottish Government Equality Outcomes and National Performance Framework Outcomes (see the criteria for this fund for more information).

We have been engaging in the Scottish Government's recent consultation on their equality outcomes for 2017 to 2021, and we understand that these are likely to focus more on themes (health, education, hate crime, access to justice, etc) than on single protected characteristics. As noted above, the project will contribute to a future equality outcome around hate crime, and will certainly also contribute to a future equality outcome around health, as this is a top priority issue for intersex people.

The work of the project will also contribute to the National Outcomes "We have tackled the significant inequalities in Scottish society", "We live our lives safe from crime, disorder and danger", and "We take pride in a strong, fair and inclusive national identity", respectively.

3.5 How will you know you are making a difference (e.g. what information/ feedback do you collect and how do you record it)?

To know we are making a difference in regard to project outcome 1, we will record the number and geographical spread of intersex people participating in meetings of the Scottish Intersex Equality Forum. We will also record feedback from intersex people on how informed, equipped and supported they feel when engaging with other intersex people and with equality organisations, policy makers and service providers. We will also record which equality organisations, policy makers, service providers and employers engage with intersex people throughout the project. We will record the development progress of an action plan for progressing work to improve intersex equality, rights and inclusion in Scotland.

In order to know we are making a difference in regard to project outcome 2, we will record attendance and use feedback forms to record the impact of the project's training sessions on the knowledge of government policy-makers, equality organisations and service providers about how to improve intersex equality, rights and inclusion.

For both project outcome 1 and project outcome 2, we will record the levels of involvement of intersex-specific equality organisations in the project work.

Using the above records we will evaluate and report on the achievement of the project outcome indicators and the difference being made to intersex equality, rights and inclusion in Scotland.

3.6 How will your organisation work with individuals and communities to develop social networks and relationships to strengthen communities?

The work under project outcome 1 above has this as a central purpose. We will support networking between intersex individuals at the engagement events and meetings. A significant part of our work under project outcome 1 is to provide one to one support to strengthen the capacity of intersex people to engage with others to develop networks. Our work under project outcome 1 will also involve developing stronger networking with intersex groups and individuals in different parts of the UK and other countries, and networking with other equality and human rights groups. We will work in close partnership with at least one intersex-specific equality organisation on delivery of both outcomes 1 and 2. We will invest great effort into developing strong and robust relationships with intersex groups and individuals engaging with the project and continue to reach out to further intersex groups and individuals to build new connections and strengthen trust.

3.7 How will your organisation tackle the root causes of problems in communities and prevent negative outcomes?

The root causes of discrimination and disadvantage for intersex people include legal inequalities and lack of legal protection, NHS provider attitudes which insufficiently respect the human rights of intersex people and consequently subject intersex people to harmful non-consensual medical interventions, ignorance and lack of understanding, prejudice, a failure by services to provide for the specific needs of intersex people, stereotyping and poor reporting in the media, and social isolation. The work addresses all of these. Under outcome 1 above, strategic action planning work will address legal inequalities and protections, and will help identify ways to improve services such as the NHS.

Engagement and community development work under outcome 1 will help reduce social isolation, as well as setting the direction of policy work to ensure it is effective. The training sessions provided under outcome 2 will reduce ignorance and lack of understanding to help improve service provision and equality, rights and inclusion for intersex people.

Our work will take account of intersectionality in order to engage diverse intersex people under project outcome 1, and under project outcome 2 will improve understanding of and service provision for them. Our key intersectional focus in this project will be on involving disabled intersex people. All of the above will be supported and informed by our partnership work.

3.8 How will your organisation work in partnership with other public, private and third sector organisations to achieve greater outcomes?

This project will work in partnership with at least one intersex organisation. UK intersex organisations are currently based in England and are very small and unfunded so have little capacity to work in Scotland without assistance. They are eager to work in partnership with us to develop intersex equality in Scotland. The Scottish Intersex Equality Forum and smaller strategic meetings have been included as main project activities specifically to better enable partnership work between ourselves, intersex organisations, the Scottish Government and public bodies, so that we can work together on promoting intersex equality. This approach will allow for the development of a strategy to develop intersex equality in Scotland that takes

into account the needs and points of view of not only intersex people but also Scottish public bodies and intersex organisations.

The Scottish Government Equality Unit, EHRC, SHRC and Children and Young People's Commissioner for Scotland have all already demonstrated their interest in this subject and in working in partnership with us to promote intersex equality and human rights.

There is currently no other intersex specific project in Scotland.

Section 4: Staffing

4.1 How many staff will be employed on this project? Please provide details below and ensure that the information provided here accurately reflects the information provided in the Excel budget form accompanying your application

Job Title	No. of hours per week	Basic Salary (Pro rata) of annual salary	Employer's NI	Pension	TOTAL	Existing or new post
Finance and Business Officer	4	[Redacted]	[Redacted]	[Redacted]	[Redacted]	Existing
Director	1	[Redacted]	[Redacted]	[Redacted]	[Redacted]	Existing
TOTAL	N/A	[Redacted]	[Redacted]	[Redacted]	[Redacted]	N/A

4.2 Key duties, relevant skills and experience of staff.
Please provide details below of the key duties, relevant experience and skills of the staff and volunteers who will support project delivery.

Finance and Business Officer (4 hrs/wk): Will provide administrative support for the project, including administering finance and other records. Experience includes finance, administrative and business support; volunteer support and management.

Director (1 hr/wk): Will provide overall management of the project. Experience includes organisational management and development; governance support; project and staff management; and national policy work.

The main work of the project will be delivered by sessional staff, reflecting our previous work on this project. Sessional staff will be a mix of Scotland-based staff, and staff from one of our partner organisations at UK level, Intersex UK.

Initially, Scotland-based sessional staff will be staff experienced in LGBTI equality

work, but not necessarily with experience in intersex equality – this is because of the low development level of intersex equality work in Scotland at present. A main aim of the project is to develop intersex equality capacity in Scotland, including skilling up individuals.

Section 5: Budget

Please complete the separate Excel Budget Form accompanying this application form.

5.1 What is the total amount you are requesting from this grant fund? £123,750

5.2 Please tell us if there is anything we should know about the figures in the budget, include an explanation or breakdown to show how main costs were calculated.

Please note that the salary figures shown in 4.1 above are for the year July 2017 to June 2018. The budget spreadsheet gives the figures for July 2018 to June 2019 and July 2019 to March 2020. We have assumed a pay scale increase of 1.5% per year.

Similarly, we have allowed for a 1.5% inflation increase each year on overhead costs.

5.3 If this application is part of a bigger project, and supported by other funders, please provide details below (see guidance notes)

List Funder(s)	Amount requested	Amount secured	Expected date of outcome for unsecured funding

5.4 If you are currently receiving funding from another Scottish Government fund then please complete the following table

Name of fund	Amount received	Department (Education, Health, etc)	Contact name in the Scottish Government	50 word summary of the project
Equality Unit Strategic Intermediary Fund	£230,000 for one year	Equality Unit	[Redacted]	Creating a lasting improvement in the situation of LGBTI people in Scotland, including those with intersectional identities, by improving law and national and local policy and services based on the needs expressed by LGBTI people, supporting LGBTI

				communities to advocate for equality and human rights and to reduce social isolation.
Equality Unit Strategic Intermediary Fund	£125,000 for one year	Equality Unit	[Redacted]	Informing and supporting transgender people, equality organisations, government policy makers and other employers and service providers to engage together to improve gender identity and gender reassignment equality, rights and inclusion in Scotland. The project focuses on building capacity for transgender people's engagement in equality policy and good practice development.
Equality Unit Strategic Intervention Fund	£45,000 for one year	Equality Unit	[Redacted]	To facilitate intersex people, equality organisations, policy makers, and service providers to engage together to develop a shared understanding of intersex equality, rights and inclusion priorities in Scotland. The project focuses on connecting intersex people with each other and with potential allies to support intersex people's engagement in equality policy.

5.5 How do you intend to diversify your funding sources during this funding period?

In addition to Scottish Government grants, we regularly have small grants from the Big Lottery Fund and have also had larger Lottery grants. We have set a target of diversifying grant income significantly over the 2017-20 period.

We raise income from community fundraising, sponsorship, and from charging for

some of our training and consultancy work. In 2016-17, fundraising, sponsorship and fees charged were around 5% of our income, but we have set organisational targets to increase the level of these by 50% per year, for each of the next three years. We have fundraising and training/consultancy sub-groups of Board members and staff, tasked with taking this forward.

5.6 How will your project outcomes be sustained when the funding for this project ends?

The basic awareness about intersex equality and human rights issues, which will have been gained by politicians, government and public sector policy-makers, medical students and equality managers, through the training provision element of this project, will help sustain the project outcomes to a degree. However, intersex-specific equality and human rights work is at a very early stage in Scotland. Therefore there is a vital need to continue funding for intersex equality work in order to make the outcomes sustainable. Continuing the work would be likely to be dependent on funding from the Scottish Government as there are no other identified sources of funding at present.

5.7 Is the organisation an Accredited Living Wage Employer?

Yes ☐ No ☒

Does the organisation pay all staff employed using Scottish Government funding the Living Wage or above? If the organisation does not do so currently but is working towards this, please provide an indication of this plan here.

We are not Accredited as such, but we pay all staff including interns above the Scottish real Living Wage of (currently) £8.45 an hour.

5.8 Fair Working Practices

The Scottish Government has set out its aspiration to create lasting economic success by building on sustainable growth that also achieves fairness, equality, opportunity and innovation. Examples of this approach are set out in the **Scottish Business Pledge** and in the **procurement guidance on fair work practices**.

The Scottish Government is keen to promote fair working practices and would encourage funded organisations to have in place policies, practices and procedures which are consistent with promoting fair working practices, including payment of the Living Wage. Please select from the list below all the practices that are in place or which apply to your organisation. Successful applicants will be expected to provide a copy of the policies that evidence the Fair Working Practices they have identified.

A fair and equal pay policy including, for example, ensuring no gender discrimination or the monitoring of pay ratios within the organisation	☐
Clear managerial responsibility to nurture talent and help individuals fulfil their	☐

potential including, for example, a strong commitment to Modern Apprenticeships and the development of Scotland's young workforce	
Promoting equality of opportunity and developing a workforce which reflects the population of Scotland in terms of the protected characteristics (age, disability, gender, gender identity, religion or belief, race, and sexual orientation)	☒
Support for learning and development	☒
Stability of employment and hours of work, and avoiding exploitative employment practices including, for example, no inappropriate use of zero-hours contracts	☒
Flexible working (including, for example, practices such as flexi-time and career breaks) and support for family friendly working and wider work life balance	☒
Support progressive workforce engagement, for example, Trade Union recognition and representation where possible, otherwise alternative arrangements to give staff an effective voice	☒

Section 6: Beneficiary Monitoring

You should only provide answers to sections that most apply to your target beneficiaries.

6.1 Will your project mainly benefit people from a particular ethnic background?

☐ Yes ☒ No

If yes, which ethnic group(s) or background?

A White

- ☐ Scottish
- ☐ Other British
- ☐ Irish
- ☐ Gypsy /Traveller
- ☐ Polish
- ☐ Other white ethnic group, please specify

B Mixed or Multiple Ethnic Group

- ☐ Any mixed or multiple ethnic groups, please specify

C Asian, Asian Scottish or Asian British

- ☐ Pakistani, Pakistani Scottish or Pakistani British
- ☐ Indian, Indian Scottish or Indian British
- ☐ Bangladeshi, Bangladeshi Scottish or Bangladeshi British
- ☐ Chinese, Chinese Scottish or Chinese British
- ☐ Other, please specify

D African

- ☐ African, African Scottish or African British
- ☐ Other, please specify

E Caribbean or Black

- ☐ Caribbean, Caribbean Scottish or Caribbean British
- ☐ Black, Black Scottish or Black British
- ☐ Other, please specify

F Other ethnic group

- ☐ Arab, Arab Scottish, or Arab British
- ☐ Other, please specify

6.2 Will your project mainly benefit people from a particular age group?

- ☐ Yes   ☒ No

If yes, which age group? (Please select up to two)

- ☐ 0-24 years   ☐ 25-64 years   ☐ 65+ years

6.3 Will your project mainly benefit disabled people?

We use the definition from the Equality Act 2010, which defines a disabled person as someone who has a mental or physical impairment that has a substantial and long-term adverse effect on their ability to carry out normal day to day activity. It should be noted that the Scottish Government recognises British Sign Language (BSL) as a language in its own right, and although many BSL users do not consider themselves disabled, they are covered by the Equality Act 2010. Projects working to progress equality for BSL users can, therefore, apply to this funding stream if the project will benefit BSL users.

- ☐ Yes   ☒ No

6.4 Will your project mainly benefit people of a particular gender?

- ☐ Yes   ☒ No

If yes, which? (Please tick all that apply).

- ☐ Men (including trans men)
- ☐ Women (including trans women)
- ☐ Other (e.g. non-binary people)

6.5 Will your project mainly benefit people who identify as transgender?

- ☐ Yes   ☒ No

6.6 Will your project mainly benefit people who are lesbian, gay or bisexual?

☐ Yes ☒ No

6.7 Will your project mainly benefit people of a particular religion or belief?

☐ Yes ☒ No

If yes, which specific religion or belief?

☐ Church of Scotland	☐ Jewish
☐ Roman Catholic	☐ Hindu
☐ Other Christian	☐ Pagan
☐ Muslim	☐ Humanist
☐ Buddhist	☐ Other, please specify
☐ Sikh	

6.8 Will your project work intersectionally, i.e. with people who have a combination of protected characteristics?

☒ Yes ☐ No

If yes, please state which protected characteristics and provide a brief description of this work.

Please note that there is no question in 6.1 to 6.7 identifying intersex people as beneficiaries. Intersex people are the key beneficiaries of this project.

Intersectionality has been a core area of work for us for nine years. We have, in partnership with relevant organisations in other equality strands, published research into the needs of Minority Ethnic LGBT people, LGBT asylum seekers and refugees, and disabled LGBT people, which informs our intersectional work.

In 2016, we published "Including Intersectional Identities" – guidance for service providers on including intersectional people. This is based on intersectionality between the LGBTI protected characteristics, including sex characteristics for intersex people, and disability, race/ethnicity, and faith/belief. This guidance is fully intersex inclusive and was written in partnership with an experienced intersex equality advocate.

Many intersex people are disabled, and the key intersection that this project will focus on is the intersection between sex characteristics (intersex people) and disability.

6.9 Describe what steps you take to ensure your services are inclusive and accessible to all.

Inclusion and access are fundamental principles of our work. We are committed to ensuring that no part of the LGBTI community gets left behind, and therefore have a strong focus on working with and promoting equality for LGBTI people who face particular disadvantages, including trans people, non-binary people, bisexual people,

intersex people, and LGBTI people with intersectional identities such as disabled LGBTI people and Minority Ethnic LGBTI people.

We aim to ensure maximum accessibility to all our events. We always use physically accessible venues and strive to meet all the access requirements of participants, including for example interpretation, personal support and covering child care costs. We have a budget identified for this. Whereever possible, we support people's travel costs to events.

Our publications meet the RNIB's visual accessibility guidelines, and we have a policy to use plain English in community-oriented materials. We make publications available in other formats such as large print or Braille, and in other languages, on request. This year we will redesign our websites with a particular focus on accessibility standards, and on increasing the diversity of representation to better include the full diversity of LGBTI people in Scotland, with particular emphasis on minority ethnic, deaf and disabled representation and inclusion.

Section 7: Declaration

I apply, on behalf of the organisation named above, for a grant as proposed in this application in respect of expenditure to be incurred over the proposed funding period on the activities described.

Signatory one (see Guidance)

This must be the primary contact named in the first part of the application. I, please enter name confirm that I am authorised to submit this application and that the information given in this form is true and accurate. My organisation authorises Scottish Government/ Voluntary Action Fund to hold any information supplied about this application in its electronic or manual records and that the information supplied can be used for the purposes of assessment; publicity or promotion of any award; or passed on to other external third parties without the need for further consent to be obtained.

I understand that you may contact me during the assessment process and I confirm that I am authorised by the organisation for this purpose and that you may rely on any further information supplied to you by me.

Name	Position
[Redacted]	[Redacted]
Date	Signature
17/03/2017 (dd/mm/yyyy)	[Redacted]

Signatory two (see Guidance)

I confirm that this application and the proposed project within it have been authorised by the board members or other governing body.

Name	Position
[Redacted]	[Redacted]
Address including postcode	
[Redacted]	
Phone number (or text phone)	
Mobile number	[Redacted]
Email	[Redacted]
Date	Signature
17/03/2017 (dd/mm/yyyy)	[Redacted]

Section 8: Submitting your application

This form should be emailed to [Redacted] with your organisation's name in the subject line of the email. Please save this Word form and your separate Excel budget form with your organisation's name and project name (if different) as the file titles. Attach the documents requested in the check list. For enquiries call [Redacted] or email [Redacted]. The mailbox has an automated response acknowledging the receipt of your application. Please contact Louise Heathcote if you do not receive an automated response.

Check List:

Have you completed all the questions on the Application Form?	☒
Have you completed and attached your Excel Budget Form spreadsheet?	☒
Have you enclosed/attached the following documents? • A copy of your Memorandum and Articles or Constitution, signed and dated. • Most recent independently examined or audited accounts, or verified statement of income and expenditure (if a new organisation, most recent bank statement). • A copy of your Equality and Diversity Policy. • A copy of your Child Protection/Vulnerable Adult Policy if your project involves working with children, young people or vulnerable adults.	☒ ☒ ☒ ☐

The Voluntary Action Fund receives funding from the Scottish Government
Scottish Charity number SC035037
Company Number SC261186

[REDACTED]

From: [REDACTED]
Sent: 19 March 2018 08:53
To: [REDACTED]
Subject: 2018-20 Grant Offer Letter - Equality - Equality Network - Intersex Project
Attachments: Scottish Government financial report for equality funding 2017-2020.xlsx; 2018-20 Grant Offer Letter - Equality - Equality Network - Intersex Project.doc

Good morning,

I am writing with regards the application you made for funding under the Equality Budget for 2017-20. An offer of grant was made for 2017-18 with indicative offers of grant for 2018-19 and 2019-20.

Please find attached a grant offer letter for 2018-19. This offer makes reference to your original application which may require updating due to developments in the project, organisation or wider sector, or may need to be reviewed and more detail provided than you were able to do so at the original point of application. Please amend the sections of your original application that require updating, in particular, sections 3, 4 and 5.

I would be grateful if copy of the full revised application for 1 July 2018 – 30 June 2019 could be submitted to [REDACTED] by Friday 11 May in order that this can be reviewed and agreed in advance of the funding commencing on 1 July. Please also submit alongside this a revised budget for 2018-19 using the financial spreadsheet template attached.

At the same time, please also return a **full** copy of the signed and witnessed grant offer letter. Where possible, please return your grant acceptance electronically to the Equality Budget Funding mailbox, however, if you are unable to do so, a hard copy can be sent to the Equality Unit, 3H North, Victoria Quay, Edinburgh, EH6 6QQ.

It would be helpful if your completed claim form (Schedule 2) for payment of your July-September instalment (Quarter 1) was returned with your grant acceptance letter as well. The payment schedule for your grant is stipulated in Schedule 1 Part 2 of your grant offer letter, and information on the funding process, the required documentation to be submitted and the necessary templates can be found online: <https://beta.gov.scot/publications/equality-funding-2017-to-2020-process-for-recipients/>.

Thank you,

[REDACTED]
LGBTI Equality Policy
[REDACTED]

Local Government and Communities Directorate
Equality, Human Rights and Third Sector Division



[Redacted]

[Redacted]
Equality Network
30 Bernard Street
Edinburgh
EH6 6PR



19 March 2018

Dear [Redacted]

OFFER OF GRANT – EQUALITY BUDGET FUNDING: 1 JULY 2018 – 30 JUNE 2020

The Scottish Ministers in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968 hereby offer to give to Equality Network ("the Grantee") a grant of up to £45,000, payable over 1 July 2018 – 30 June 2019, in connection with the Intersex Equality Project, which is more particularly described in Part 1 of Schedule 1 ("the Project") and subject to the following terms and conditions. Ministers are at present minded to give a grant of £45,000 over 1 July 2019 – 30 June 2020 in respect of this project, but this is an indicative figure only. A final figure will be confirmed with the Grantee once the Equality Budget has been set for 2019-20 financial year.

1. Definitions and Interpretation

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

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

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

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

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

2. Purposes of the Grant

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

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

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

2.4 The expected outcomes of the Grant are:

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

2.5 The original targets/milestones for funding over the specified period are set out in your application (below). When returning your signed grant acceptance letter, please provide a revised business plan for 1 July 2018 – 30 June 2019 against which progress in achieving expected outcomes shall be monitored.



2017-20

application - Na...

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

- staff salaries and associated costs
- direct project costs

2.7 The eligible costs exclude:

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

3. Payment of Grant

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

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

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

3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, **any instalment of the Grant which has not been claimed by the Grantee by 30 June 2019 as set out in Schedule 1**, unless otherwise agreed in writing by the Scottish Ministers.

4. Inspection and Information

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

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

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

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

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

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

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

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

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

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

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

5. Confidentiality and Data Protection

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

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

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

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

6. Disposal of Assets

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

7. Publicity

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

8. Intellectual Property Rights

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

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

9. Default and Recovery etc. of Grant

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

9.1.1 The Grantee commits a Default;

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

9.1.3 The Grantee fails to carry out the Project;

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

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

9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations under EU law 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 by the Commission of the European Union.

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

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

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

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

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

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

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

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

10. Assignment

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

11. Termination

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

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

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

15. Governing Law

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

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one full copy of the offer of Grant and Schedules electronically to [Redacted]. If you are unable to do so electronically, hard copies can be sent to the Equality Unit, 3H North, Victoria Quay, Edinburgh, EH6 6QQ. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely
[Redacted]

[Redacted], Equality Policy Team Leader
19 March 2018

GRANT ACCEPTANCE

On behalf of the Equality Network I accept the foregoing offer of Grant by the Scottish Ministers dated 19 March 2018 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that I hold the relevant signing authority.

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

Print Name:

Position in Organisation of Person Signing:

Date:  19/03/2018

Place of Signing:

Witness Signature:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT

A national project to facilitate intersex people, equality organisations, government policy makers, the NHS and other service providers to engage together to develop a shared understanding of intersex equality, rights and inclusion priorities in Scotland. The project focuses on connecting intersex people with each other and with potential allies in order to build social capital supporting intersex people's engagement in equality policy and good practice development.

PART 2: PAYMENT OF GRANT

1. The total Grant of £45,000 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **Schedule 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.

2. The total Grant shall be payable over 1 July 2018 – 30 June 2019 in instalments as per the payment schedule table below. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the end of the 12 month period (1 July 2018 – 30 June 2019), unless otherwise agreed in writing by the Scottish Ministers.

	Quarterly Amount	Claim Date
Payment 1	£11,250	1 July 2018
Payment 2	£11,250	1 October 2018
Payment 3	£11,250	1 January 2019
Payment 4	£11,250	1 April 2019
Total	£45,000	

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

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

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

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

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

7. In order to facilitate the accrual of expenditure of the Grant for the period of funding the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 31 July 2019 the amount of the Grant actually expended up to and including 30 June 2019.

SCHEDULE 2

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

EQUALITY FUNDING 1 JULY 2018 – 30 JUNE 2019 CLAIM FORM – EQUALITY				
Scottish Charity Number (if applicable)				
Grant Recipient				
Address				
Post Code				
Telephone				
Email				
Name of Project				
Period of claim	July-Sept (Q1) ☐	Oct-Dec (Q2) ☐	Jan-Mar (Q3) ☐	April-June (Q4) ☐
Amount claimed this quarter				
Bank Name				
Bank Address				
Sort Code				
Account Number				
Declaration	I hereby state that this claim for payment complies with all conditions set out in the grant offer and that the information above is true and complete.			
Signature				
Name				
Designation				
Date				
Scottish Government - Payment Authorisation (SG use only)				
Date received				
Cost Centre				
Entity Code				
Account Code				
Programme Code				
Amount				
Authorised by				
Name				
Date				

Items of Expenditure

Please provide in the Excel spreadsheet of financial expenditure on which your original budget was submitted (a template for which can be found at <https://beta.gov.scot/publications/equality-funding-process-for-recipients/Scottish%20Government%20financial%20report%20for%20equality%20funding.xlsx> if necessary) items of expenditure relevant to the above period. If there is an over or underspend, please provide reasons for this.

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Equality Network – Intersex Equality Project

This is to confirm that the grant claimed by the Equality Network in relation to the above Project [during the period 1 July 2018 – 30 June 2019] 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 Equality Network.

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

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

“Conditions” means these grant conditions;

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

“Default” means:

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

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

(c) Any breach of any legislation; or

(d) Any negligence or negligent or fraudulent misstatement or misappropriation of Grant, or any other default,

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

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

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

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

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

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

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

[REDACTED]

From: [REDACTED]
Sent: 15 March 2019 14:33
To: Equality Budget Funding Mailbox
Cc: [REDACTED]
Subject: Intersex (I/VSC) project
Attachments: Q2 2018-2019 Financial Report - Intersex.xlsx; Intersex Grant Form - 1 January to 31 March 2019 - Q3.doc; IVSC six monthly progress report July to Dec 2018.doc

Follow Up Flag: Follow up
Flag Status: Completed

Categories: [REDACTED]

Hi [REDACTED]

Please find attached to this email the 6 month progress report for our intersex project (which we are now calling I/VSC as explained in the report).

I have also attached another copy of the Q1 & 2 finance report, and the Q3 claim form.

I hope that is all OK.

All the best,

[REDACTED]

[REDACTED]



Equality Network

30 Bernard Street

Edinburgh

EH6 6PR

Telephone: [REDACTED]

www.equality-network.org

[Donate to the Equality Network](#)

Registered Scottish Charity: SC037852

From: [REDACTED] On Behalf Of [REDACTED]

Sent: 07 February 2019 16:45

To: [REDACTED]

Cc: [REDACTED]

Subject: RE: Intersex Project

I know you have been in touch about the Q3 funding for your Intersex project and we are awaiting the required documentation but I just wanted to point out that the Q3 claim for your intermediary funding is also outstanding according to our records. Any funding that is due this financial year (to end March 2019) must be claimed and processed by the end of March – you will not be able to claim funding retrospectively. When submitting your claims please also provide the relevant documentation as follows:

Quarter 3 claims

1. The claim form to draw down the quarter 3 instalment
2. A financial report of actual expenditure in quarters 1 and 2
3. A six month progress report form

I attach a link to the relevant Scottish Government webpage that has copies of the relevant templates:

<https://www.gov.scot/publications/equality-funding-2017-to-2020-process-for-recipients/>

If you have any questions or need any further information please get in touch.

Best wishes

[REDACTED] Equality Human Rights and the Third Sector Division | Area 3H North |
Victoria Quay | Edinburgh |

*****

This e-mail (and any files or other attachments transmitted with it) is intended solely for the attention of the addressee(s). Unauthorised use, disclosure, storage, copying or distribution of any part of this e-mail is not permitted. If you are not the intended recipient please destroy the email, remove any copies from your system and inform the sender immediately by return.

Communications with the Scottish Government may be monitored or recorded in order to secure the effective operation of the system and for other lawful purposes. The views or opinions contained within this e-mail may not necessarily reflect those of the Scottish Government.

Tha am post-d seo (agus faidhle neo ceanglan còmhla ris) dhan neach neo luchd-ainmichte a-mhàin. Chan eil e ceadachd a chleachdadh ann an dòigh sam bith, a' toirt a-steach còraichean, foillseachadh neo sgaoileadh, gun chead. Ma 's e is gun d'fhuair sibh seo gun fhiosd', bu choir cur às dhan phost-d agus lethbhreac sam bith air an t-siostam agaibh agus fios a leigeil chun neach a sgaoil am post-d gun dàil. Dh'fhaodadh gum bi teachdaireachd sam bith bho Riaghaltas na h-Alba air a chlàradh neo air a sgrùdadh airson dearbhadh gu bheil an siostam ag obair gu h-èifeachdach neo airson adhbhar laghail eile. Dh'fhaodadh nach eil beachdan anns a' phost-d seo co-ionann ri beachdan Riaghaltas na h-Alba.

*****

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

Six monthly progress report

(July – December)

Equality Budget 2017-20

Organisation: EQUALITY NETWORK

Project: *EQUALITY NETWORK VSC AND INTERSEX
EQUALITY PROJECT*

Completed by: [Redacted]

Period: *July 2018 – December 2018*

Before completing this form please read the guidance provided at the end of this form.

Project Information

Name and Position of Main Contact Person	[Redacted]
Funding Programme	Equality intermediary and national projects
Amount of Grant Received	£22,500 over the six months
Project Website (if applicable)	https://www.equality-network.org/our-work/policyandcampaign/the-variations-of-sex-characteristics-and-intersex-project/

1	In a few sentences, tell us about your funded project (see guidance note 1) (250 words)
	The Equality Network's Variations of Sex Characteristics (VSC) and Intersex Project is a national project to facilitate people living with a VSC or who are intersex, alongside equality organisations, government policy makers, the NHS, and other service providers and stakeholders, to work together in order to develop a shared understanding of VSC and intersex equality, rights and inclusion priorities in Scotland. This project is focused on connecting intersex/ VSC people with one another and with allies in order to build not only social capital to support intersex people's engagement in equality policy but also good practice development. Intersex and VSC equality has, until recently, not been addressed by policy makers in Scotland. This project is currently the only intersex specific work being done in Scotland in the area of policy and engagement.
2	What Fund Outcomes did you work towards? (see guidance note 2)
☒	Discrimination against people who share protected characteristics is reduced, and multiple discrimination is addressed so that barriers to participation are reduced.
☐	People covered by hate crime legislation experience lower levels of hate crime.
☒	People and communities are supported to participate in and engage with services and civic society; their contribution is recognised and community cohesion is increased.
☐	Current imbalances in representation in all aspects and levels of public life, including education and employment, are addressed to better reflect our communities.
3	How much progress has been made towards your project outcomes? (see guidance note 3a and 3b)
	Project Outcome 1: Intersex people are more informed, equipped and supported to engage with equality organisations, policy-makers and service providers to improve intersex equality, rights and inclusion.
	What you actually did: We engaged with a range of intersex people / people living with variations of sex characteristics (I/VSC people) in Scotland, as well as a number in the rest of the UK. We significantly developed conversations around equality needs in Scotland through engagement with I/VSC people, adult support groups including Klinefelter's UK, Turner Syndrome UK and the Adult CAH Support Group (Living with CAH), and with activists and advocates. We maintained and developed relationships with Intersex UK and the UK Intersex Association, including meeting with Intersex UK for two sets of residential strategising meetings, in England and in Scotland, to support their organisational development, and their engagement with the Scottish and UK Governments. Our engagement was carried out via telephone conversations, email, social media and in person with I/VSC stakeholders both nationally and internationally. We worked to support networking between intersex individuals, and engagement with the Scottish Government, policy makers, organisations and activists in Scotland. We provided one on one support to two individuals in order to help them engage with the Scottish Government's forthcoming I/VSC consultation and with our own work. We hosted an engagement event with the Adult CAH Support Group (Living with CAH), allowing individuals living in Scotland with Congenital Adrenal Hyperplasia to meet with the adult support

worker from this organisation (based in England) to share their experiences and increase insight. This event allowed us to reach some individuals who may have been more difficult to reach without the support of the Adult CAH Support Group (Living with CAH).

We developed and nurtured relationships with intersex stakeholders and allies in Europe and the USA, including with Organisation Intersex International (in Germany, Italy and Iceland), Intersex Justice Project USA, Intersex Suisse (Switzerland), the Gender Minority Advocacy Trust working with the Kenyan Taskforce for Intersex People, Astraea, and ILGA (the International Lesbian, Gay, Bisexual, Trans and Intersex Association, a key partner in the Maltese Declaration for Intersex Human Rights).

We developed a comprehensive survey on I/VSC people's experiences and needs, in partnership with several stakeholders. This will inform our own work in the area.

What difference you made as a result?

We have had significant positive feedback from I/VSC individuals and organisations who we have engaged with and supported. It is clear that our support enabled people and organisations to engage with policy makers in Scotland in ways in which they would not otherwise have been able to do.

Feedback received included:

"I really appreciated [Equality Network's] knowledge and experience when learning how to set up [our] proper structure as an NGO, as well as all the introductions you facilitated in Scotland."

"I felt respected and listened to and that the range of views and feelings of people living with VSC involved in the work were made the basis of activities."

Project Outcome 2: Government policy makers, equality organisations, and other service providers are more informed about how to drive changes to improve intersex equality, rights and inclusion through policy and good practice development

What you actually did:

We developed conversations around equality needs in Scotland through facilitating engagement between I/VSC people and groups, and policy makers.

We supported Intersex UK to engage with the Scottish Government, the Equality and Human Rights Commission, the Scottish Human Rights Commission, the Children and Young People's Commissioner, the Scottish LGBTI Police Association, and the Scottish Parliament Cross-Party Group on LGBTI+ issues, as well as on the Census 2021.

We hosted an engagement event with the UK Intersex Association, focused on I/VSC in Scottish education, with LGBT Youth, Scotland, the Scottish Secondary Teachers Association, Time for Inclusive Education, Healthy Respect (NHS Lothian), and individuals living with a VSC in Scotland. Here we discussed possible progress on I/VSC issues in schools, which then enabled input to the Scottish Government-facilitated LGBTI Inclusive Education Working Group. A separate Scottish Government-facilitated working group has now been established to consider I/VSC issues and wellbeing in schools.

We worked in partnership with the Adult CAH Support Group (Living with CAH) to begin to develop some potential materials that could be consulted on and developed for teachers and to inform the RSHPE and PSE curriculum reform.

We facilitated meetings between the Scottish Government and an individual who is living with CAH in rural Scotland.

	We worked in partnership with Edinburgh Napier University to create a training event for the students of midwifery and child nursing within the school of health and social care. This brought together members of the Adult CAH Support Group (Living with CAH), Klinefelter's UK, Turner Syndrome UK, individuals living with a VSC in Scotland, and Professor Surya Munro (Huddersfield University), for a day of seminars, workshops and sharing of experience in order to discuss best practice within health and social care as it currently stands in Scotland, and how this may be improved. We organised an engagement visit for the new year, [Redacted] We are continuing to learn and develop our own understanding of the diverse needs, experiences and issues of people living with VSCs in Scotland and around the world. By continuing and expanding this engagement we are now well placed to work with partners to identify detailed requirements to improve equality and human rights for intersex people. What difference you made as a result? The above work contributed directly to developing understanding of I/VSC issues in Scotland. This has helped inform the Scottish Government's position on the inclusion of intersex equality needs, including through the LGBTI Inclusive Education working group, the consultation on hate crime law, the First Minister's National Advisory Group on Women and Girls, and the UN CEDAW report. Feedback received included: <i>"All the workshops and courses organised by the Network have been very successful. [...] It is vital for organisations such as the Equality Network in Edinburgh to be supported and consulted."</i>
4	Has the project enabled your organisation to maintain and/or develop connections, networks and partnerships?
	We have outlined above how we are developing partnerships with a wide range of I/VSC organisations in Scotland and elsewhere – these connections are central to the project's work. We have also been developing relationships with established adult support practitioners, with practising and trainee health and social care practitioners, with LGBT and women's organisations and with school and university stakeholders.
5	Have there been any significant challenges or changes?
	There have been significant challenges in developing this work, and effective ways of engaging with I/VSC people. As a result, we have made some changes in our approach to the work, but have not changed the overall aim or outcomes. Challenges have included in the areas of: • language and identity (for example intersex / VSC / differences of sex development) • the relationship of taboo/shame and lack of engagement • differing agendas across diverse I/VSC groups • the impact of pathologisation and medical engagement • differing views around whether the I fits with LGBT • intersex activist community cohesion and tensions around an LGBTI organisation receiving funding for this work when intersex organisations in the UK currently receive very little or no funding from any source.

	Some of these challenges mirror some similar challenges seen internationally in intersex work. These challenges are difficult, but perhaps inevitable within the current cultural and social climate. Though these issues have taken considerable effort to mitigate, they have proved to be valuable learning processes, as described below.
6	What have you learned? The most significant lessons can be summarised as the need for awareness around significant differences within and across I/VSC support provision, the I/VSC activist movement, LGBTI equality work, and wider society. In our experience, these differences relate to four main concerns: 1) Language: Significant consideration and management of language is necessary to engage with a diverse range of intersex people / people living with VSCs, in order to not alienate or offend individuals or groups/organisations. This consideration is vital in outreach engagement and in written documents. This is imperative to avoid discouraging potential stakeholders, partnerships and engagement opportunities that are key to furthering this work. This understanding will also need to underpin engagement with the Scottish Government including in their own consultation and further positive equalities work in this area. 2) The pathologisation / medical model OR the intersex activism / sociocultural model: This is a complex dynamic. There is a strong need for more clarity, transparency and communication between these two perceived models within equalities work in this area. This is something we intend to focus on, in order to better allow for positive engagement with both I/VSC activism, and with I/VSC support work in Scotland (including with medical stakeholders, VSC support groups and with parents of young people living with a VSC). There are contrasts between different priorities for action, as well as terminology and understanding, and these differences are also mirrored internationally. 3) Differing views about the I being associated with LGBT work: As intersex/VSC refers to personal characteristics relating to bodily diversity, and not to sexual orientation or gender identity, and is a new area of equality work for Scotland, there is some contention around its presence within the LGBTI acronym. This is not universal. Many believe that the partnership of I with LGBT work is a very positive step forward in the bid for I/VSC equality progress internationally, as well as within the Scottish context. We intend to work alongside partners to develop a better understanding of how LGBT organisations can better serve the equality needs of I/VSC people within this context, acknowledging the need for sensitivity and care in this area. 4) Conflation and lack of understanding, around trans and intersex identities and issues: There is a need for more work to enable a wider understanding of the meaning of the terms intersex and VSC. There is significant confusion with trans and non-binary, and to a lesser extent with sexual orientation. The project has a significant role in providing information on this.