

[redacted]

[Redacted]
Rape Crisis Scotland
[Redacted]

27 March 2020

Dear [Redacted],

COVID-19 WELLBEING FUND: OFFER OF GRANT TO RAPE CRISIS SCOTLAND – CORONAVIRUS RESPONSE 2020-21

The Scottish Ministers, in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968/Section 97 of the Charities and Trustee Investment (Scotland) Act 2005, hereby offer to give to Rape Crisis Scotland (the “Grantee”) a grant of up to, but not exceeding, £226,309.49 payable over April – September 2020. The Grant is in connection with the Grantee’s Coronavirus Response 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 shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

2.4 The main objectives/expected outcomes of the Grant is, as a result of Covid-19, to support vulnerable individuals and those in need, to help communities respond to the needs and challenges they are experiencing, and protect the wellbeing of the people of Scotland.

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 The Grantee shall within six weeks, following the end of each financial year in respect of which the Grant has been paid, submit to the Scottish Ministers a statement of compliance with the Conditions of Grant using the form of words provided in **Schedule 3**. The statement shall be signed by the Grantee's Director.

3.3 The Scottish Ministers expect that any of the Grant unspent at 31 September 2020 is declared to the Scottish Ministers by 15 October 2020. If there is no requirement for funding to support continued activity in relation to Covid-19, this unspent Grant should be returned to the Scottish Ministers. The Grantee shall repay to the Scottish Ministers the amount of the declared unspent Grant within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers.

4. Inspection and Information

4.1 This offer of grant is for April – September 2020. 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. However, due to the priority placed on putting the support in place and the immediacy of the need for the funding requested, reporting against this Grant will be light touch. Further information on the reporting required will follow in due course.

4.2 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.

4.3 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.

4.4 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.

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

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

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5. 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 within five years. 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. Continuation of Conditions

10.1 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.

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

11. Compliance with the Law

Victoria Quay, Edinburgh EH6 6QQ
www.gov.scot



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.

12. 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 the Grant Acceptance below and return one copy of the offer of Grant and Schedules electronically to EqualityBudgetFunding@gov.scot. If the person accepting the grant and the witness are unable to sign the grant acceptance letter electronically, an email trail that makes clear this offer has been accepted by both parties before being sent on to me will suffice. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely,

[Redacted]

GRANT ACCEPTANCE

On behalf of Rape Crisis Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated 27 March 2020 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Rape Crisis Scotland is solvent. I confirm that I hold the relevant signing authority.

Director/Company Secretary/Authorised Signatory

Signed:

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Witness

Signed:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT

Costings for provision of Rape Crisis services across Scotland March 2020

Background Information

Rape crisis services across Scotland provide life saving support to people affected by sexual violence. The past two years have been an unprecedented level of demand for rape crisis services, and we anticipate that this demand will continue to rise. It is essential that access to services such as ours continues throughout the current difficult circumstances. The coronavirus will have a significant impact on the delivery of our services. This funding proposal seeks to minimise the disruption to these essential services, primarily by covering the costs of a move to remote working across Scotland wherever possible. It must be noted, however, that while this funding will minimise as far as possible the disruption to our services, it may not be possible to avoid the delivery being affected to some degree.

This proposal covers both the daily national rape crisis helpline run by Rape Crisis Scotland, and our 17 local rape crisis services based across Scotland.

National helpline

Our national helpline runs every day from 6pm-midnight, and provides support and information to anyone affected by sexual violence. In 2018/19, we responded to 6,863 contacts on the helpline, primarily by phone but also by email. There is however a significant degree of unmet need – our statistics show that in the same year, there were 9,884 attempts to contact the helpline when it was busy or closed.

Due to the nature of the calls being taken, we have taken the decision to continue providing this service as long as possible from our offices in Glasgow. We have included costings for taxis and fuel costs to ensure that no one is travelling to our offices to staff the helpline via public transport. We recognise, however, that it may be necessary to move to operating the helpline remotely from workers' homes, and have included costs for the technology to enable us to do this. We will only implement this when we have no other option however as it is likely to necessitate a reduction in hours, as not all of our staff have a private enough space within their homes to take calls of such a sensitive nature.

We have also included costings to establish an online support service / webchat, which is something we have been considering establishing for some time, and which should assist in broadening access to our support during the coronavirus.

Local rape crisis services

Local rape crisis services provide a range of support services to survivors of sexual violence and their friends and family members. In 2018/19, local services supported 5,750 clients, and provided 20,212 support appointments. Centres have been developing their responses to the coronavirus, to assess the best way of continuing to deliver their services during the coronavirus pandemic. Our local services have moved to providing services primarily by phone, skype and email rather than face to face, and to delivering their services remotely wherever possible. However, providing therapeutic services from individual staff members' homes isn't always suitable due to the nature of the service being provided, so we have included costings to enable some of our centres to continue using their office premises, with strictly allocated time slots to ensure staff are still able to socially distance. Additional cleaning costs and costs for staff travelling by taxi have been included where relevant.

We recognise that working from home can create additional costs, and we are working from the principle that staff should not be out of pocket during this period, so have included contributions to staff for working from home, to cover additional costs such as heating, broadband etc.

Safeguarding the well being of our staff and ensuring a quality service is delivered to survivors

We are determined that although the method of delivering our services may need to change, it will continue to be of the same high quality as it always has been. We are also aware of the important of ensuring staff wellbeing. We have included costings where appropriate for additional clinical supervision for staff, and also to enable us to utilise technology such as zoom, so support structures such as supervision and team meetings and briefings can continue.

Costs

We have costing this proposal on the basis of 6 months. Some of the costs incurred are one off initial costs and some are ongoing costs. A full breakdown of costs per service is provided.

We anticipate that when the current restrictions are lifted, there is likely to be a significant demand on our already over stretched services, from survivors who did not feel able to access support via phone or skype during the period the restrictions on face to face support had been in place. There is likely to be an need for additional resources at this point to enable our services to cope with the anticipated rise in demand.

For the next 6 months, our costs for adapting our services to meet the challenges of provision in the context of the coronavirus are as follows:

17 centres - £201,805.49
National helpline - £24,504
Total - £226,309.49

A full breakdown of these costs per centre and for the helpline is attached.



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This funding will make a significant difference in ensuring that – despite the very difficult circumstances we are currently operating within – survivors of sexual crime across Scotland are still able to access the specialist support that they need and deserve.

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £ 226,309.49 shall be payable by the Scottish Ministers to the Grantee on receipt of a completed claim for Grant in the form set out in Schedule 2.
2. The total Grant shall be payable over April –September 2020 as per the payment schedule below.

	Amount	Claim Date
Payment 1	£ 226,309.49	April 2020
Total	£ 226,309.49	

3. The 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.

4. 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 has reasonably and properly incurred 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.

5. 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 15 April the amount of the Grant actually expended up to and including 31 March in each financial year as appropriate.

SCHEDULE 2

GRANT CLAIM FORM

COVID-19 WELLBEING FUND CLAIM FORM	
Grant Recipient	
Address	
Post Code	
Telephone	
Email	
Name of Project	
Total grant agreed in 2020-21	
Amount claimed this period	
Bank Name	
Bank Address	
Sort Code	
Account Number	
Declaration	I hereby state that this claim for payment complies will all conditions set out in the grant offer and that the information above is true and complete.
Signature	
Name	
Position	
Date	

Scottish Government – Payment Authorisation (SG use only)	
Cost Centre	
Programme Code	
Account Code	
Sub-analysis Code	
Amount	
Authorised by	
Name	
Date	

Items of Expenditure

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that has been submitted or will be made available on request to substantiate each amount. If there is an over or underspend, please provide reasons for this.

A	B	C	D
Item	Amount (£)	Paid Invoice [Y/N]	Other (please specify, e.g. certificate of payment in kind)
TOTAL*			

* Note the total should add up to the total expenditure claimed for the period.

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Coronavirus response

This is to confirm that the grant claimed by Rape Crisis Scotland in relation to the above Project during the financial year ended 31 March 2021 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of Rape Crisis Scotland.

Signed:

Name in block capitals:

Position:

Date:

(Please read section 3.2 of the grant offer letter before completing this.)



SCHEDULE 4

DEFINITIONS

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

“Conditions” means these grant conditions;

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

“Default” means:

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

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

(c) Any breach of any legislation; or

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

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

“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.

[Redacted]

[Redacted]
Scottish Women's Aid
[Redacted]

27 March 2020

Dear [Redacted],

COVID-19 WELLBEING FUND AND THIRD SECTOR RESILIENCE FUND: OFFER OF GRANT TO SCOTTISH WOMEN'S AID – CORONAVIRUS RESPONSE 2020-21

The Scottish Ministers, in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968/Section 97 of the Charities and Trustee Investment (Scotland) Act 2005, hereby offer to give to Scottish Women's Aid (the "Grantee") a grant of up to, but not exceeding, £796,500 from the Third Sector Resilience Fund for staffing costs and £553,500 from the Wellbeing Fund for other costs, total £1,350,000, payable over April – September 2020. The Grant is in connection with the Grantee's Coronavirus Response 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.
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3.3 The Scottish Ministers expect that any of the Grant unspent at 31 September 2020 is declared to the Scottish Ministers by 15 October 2020. If there is no requirement for funding to support continued activity in relation to Covid-19, this unspent Grant should be returned to the Scottish Ministers. The Grantee shall repay to the Scottish Ministers the amount of the declared unspent Grant within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers.

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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.

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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. Continuation of Conditions

10.1 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.

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

11. 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.

12. 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 the Grant Acceptance below and return one copy of the offer of Grant and Schedules electronically to EqualityBudgetFunding@gov.scot. If the person accepting the grant and the witness are unable to sign the grant acceptance letter electronically, an email trail that makes clear this offer has been accepted by both parties before being sent on to me will suffice. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely,

[Redacted]

GRANT ACCEPTANCE

On behalf of Scottish Women's Aid I accept the foregoing offer of Grant by the Scottish Ministers dated 27 March 2020 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Scottish Women's Aid is solvent. I confirm that I hold the relevant signing authority.

Director/Company Secretary/Authorised Signatory

Signed:

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Witness

Signed:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT

20 March 2020

Responding to the pandemic

Women and children experiencing domestic abuse are, as noted by Minister Christina McKelvie, at significant increased risk as result of the coronavirus pandemic. The risk comes from a number of sources: sickness of staff, survivors, and families; reduced services and weaker responses from critical sectors, most specifically police, local authorities, COPFS, and the Scottish Court Service, to name a few; increased access by abusers to children and women because of social distancing, quarantining; increased demand on domestic abuse infrastructure, which is significantly under-resourced.¹

Our services are in the midst of a radical redesign process that they have already begun to implement, and both they and SWA are keenly aware that our systems are in an unprecedented period of change and challenge. We are assuming that normal operations will not be feasible for a year or more. Our estimates of what we will need to continue to provide support and advocacy over the coming 3-6 months are below, although we have indicated some figures for longer. We have missed some issues, we have underestimated some costs and overestimated others, but this is our best guess at this time.

Already high on our list of concerns is the situation for children and young people (CYP). We expect that measures surrounding COVID-19, including the closure of schools, nurseries, and other spaces in which children experiencing domestic abuse feel safe, will result in a significant increase in the numbers of children and young people requiring support. In order to ensure that those who require these services are aware and able to access them, we will need a wide-ranging communications strategy with targeted advertising and awareness raising in spaces that are accessible and safe for children and young people.

We have been contacted by grant funders to say that we can move our funding from restricted to unrestricted spend. This will allow significant flexibility for managing existing funds, and we suggest that government do the same and urge local funders to follow suit.

We have estimated need at national, local, and Helpline levels, and cost of provision across our Scotland is approximately £1.35 million.

Estimate of infrastructure and organisational costs: SWA, Helpline, and WA groups

Scottish Women's Aid		
Item	Est cost	Comment
Resources for working from home	£4,000	Home workstations, potential moving costs for equipment/furniture from office
Laptops	£9,280	Over 3 months
Additional IT and Coms support costs	£9,000	
Additional Infrastructure staffing to support	£52,171 or £47,569	Support to Members Services: Administration

¹ For specific info on waiting lists and funding shortfalls, see <https://womensaid.scot/resourcing-recovery-march-2020/>

capacity building in the groups		and financial management of Resilience and Capacity Fund; service re-design and change management : <ul style="list-style-type: none"> • 1 full time Grade 3 worker and 0.5 Grade 2, one year, including on-costs or <ul style="list-style-type: none"> • 1.5 Grade 2 worker, one year, including on-costs
Additional IT contract support, to be contracted by SWA to support the WA groups	£5,000	Estimated on current contract value
Commsworld Ethernet/Cityfibre broadband	£5,700	To provide faster broader, greater capacity for digital development and more efficient telephony
Mental health and wellbeing for staff (to support staff in responding to sudden and prolonged change, remote working, isolation)	£ 9,360	Up to 1 hour per month 1-2-1 counselling for 12 months
	Subtotal £94,511	

The SDAFM Helpline

The Helpline has been operating off site (call handlers working from home) using remote divert to mobile phones, with one call handler working from the Helpline office pending the delivery of a laptop. This has enabled us to provide phone and web chat during the day and evening shift and a phone service only during the night shift.

We currently use the manual divert of calls to another call handler when busy, but this is cumbersome, time consuming and not 100 % reliable. To enable us to have a fully function system, with automatic call diverting, when busy, we require a range of additional equipment, licences and support, to support working from home in 8 locations.

We anticipate that there will be a rise in call volume and the potential for increased staff sickness, which can have a significant impact on the delivery of the Helpline. To support us to mitigate the impact and provide additional cover at peak times, enabling us to continue to provide a quality service 24/7, 365 days a year we estimate that we will require additional 35 hours pw relief staff time.

Helpline		
Item	Cost	Comment
Information technology	£14,120	7 x Laptops and associated hardware and licences

Phone system	£3,974	8 new handsets and associated equipment, licences and support
Office furniture	£720	6 x home workstations
HR: relief staff costs including NI and pension	£33,597	
	Subtotal £52,411	

The Women's Aid network

Women's Aid organisations in our network have put in prevention strategies to manage risk, health and well-being of staff, women, children, young people and others that they come into contact with. Managers and staffs are all navigating their way through the most challenging times to ensure that children, women and young people are able to access vital services.

Most groups seem to have closed their offices or severely reduced staff presence there and are providing support via phone/text/email /skype. Most services are keeping their normal opening hours. New admits to refuges in some areas have temporarily been suspended and/or refuges moved to single occupancy. As a consequence, organisations' income will take a big hit as housing benefit plummets and demand for other services and technical equipment and knowhow skyrocket.

We are working with groups to look at ways for women to access rooms, i.e. phone assessments, cleaning of rooms, lock boxes for keys, taxis to refuge/place of safety until refuge can be accessed. We are keen to support local solutions, whether it be alternative local authority housing, hotels, aparthotels, etc., and we need all local providers to act on this with alacrity.

Women's Aid network		
Item	Est cost	Comment
Guaranteed pay roll/bank staff/sick pay (over SSP)/childcare for non-front line staff (Figured at 50% of existing payrolls: some groups will need less/more, some use VAWG Fund for some staff, etc.)	£40,500 for 6 months £720,000 £36,000 Total £796,500	Est 450 staff*30,000*6 months/2 100 hrs per group bank staff £20,000*36 groups Childcare £1000 per group
Health and Well-Being Fund to cover: Support for children and women Food and food delivery, activities, taxis, technology, child care to cover sickness, wifi connections, counselling services Group costs Infrastructure and cost for remote working, counselling services;	£380,000	

income support to cover lost funding from housing benefits.		
	Subtotal £1.2m	

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £ 1,350,000 shall be payable by the Scottish Ministers to the Grantee on receipt of a completed claim for Grant in the form set out in Schedule 2.
2. The total Grant shall be payable over April – September 2020 as per the payment schedule below.

	Amount	Claim Date
Staffing costs	£ 796,500	April 2020
All other costs	£ 553,500	April 2020
Total	£ 1,350,000	

3. The 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.
4. 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 has reasonably and properly incurred 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.
5. 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 15 April the amount of the Grant actually expended up to and including 31 March in each financial year as appropriate.

SCHEDULE 2

GRANT CLAIM FORM

COVID-19 WELLBEING FUND and THIRD SECTOR RESILIENCE FUND CLAIM FORM	
Grant Recipient	
Address	
Post Code	
Telephone	
Email	
Name of Project	
Total grant agreed in 2020-21	
Amount claimed this period	
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	
Position	
Date	

Scottish Government – Payment Authorisation (SG use only)	
Cost Centre	
Programme Code	
Account Code	
Sub-analysis Code	
Amount	
Authorised by	
Name	
Date	

Items of Expenditure

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that has been submitted or will be made available on request to substantiate each amount. If there is an over or underspend, please provide reasons for this.

A	B	C	D
Item	Amount (£)	Paid Invoice [Y/N]	Other (please specify, e.g. certificate of payment in kind)
TOTAL*			

* Note the total should add up to the total expenditure claimed for the period.

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Coronavirus response

This is to confirm that the grant claimed by Scottish Women's Aid in relation to the above Project during the financial year ended 31 March 2021 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of Scottish Women's Aid.

Signed:

Name in block capitals:

Position:

Date:

(Please read section 3.2 of the grant offer letter before completing this.)



SCHEDULE 4

DEFINITIONS

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

“Conditions” means these grant conditions;

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

“Default” means:

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

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

(c) Any breach of any legislation; or

(d) Any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default,

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

“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.

Costings for provision of Rape Crisis services across Scotland March 2020

Background Information

Rape crisis services across Scotland provide life saving support to people affected by sexual violence. The past two years have been an unprecedented level of demand for rape crisis services, and we anticipate that this demand will continue to rise. It is essential that access to services such as ours continues throughout the current difficult circumstances. The coronavirus will have a significant impact on the delivery of our services. This funding proposal seeks to minimise the disruption to these essential services, primarily by covering the costs of a move to remote working across Scotland wherever possible. It must be noted, however, that while this funding will minimise as far as possible the disruption to our services, it may not be possible to avoid the delivery being affected to some degree. This proposal covers both the daily national rape crisis helpline run by Rape Crisis Scotland, and our 17 local rape crisis services based across Scotland.

National helpline

Our national helpline runs every day from 6pm-midnight, and provides support and information to anyone affected by sexual violence. In 2018/19, we responded to 6,863 contacts on the helpline, primarily by phone but also by email. There is however a significant degree of unmet need – our statistics show that in the same year, there were 9,884 attempts to contact the helpline when it was busy or closed.

Due to the nature of the calls being taken, we have taken the decision to continue providing this service as long as possible from our offices in Glasgow. We have included costings for taxis and fuel costs to ensure that no one is travelling to our offices to staff the helpline via public transport. We recognise, however, that it may be necessary to move to operating the helpline remotely from workers' homes, and have included costs for the technology to enable us to do this. We will only implement this when we have no other option however as it is likely to necessitate a reduction in hours, as not all of our staff have a private enough space within their homes to take calls of such a sensitive nature.

We have also included costings to establish an online support service / webchat, which is something we have been considering establishing for some time, and which should assist in broadening access to our support during the coronavirus.

Local rape crisis services

Local rape crisis services provide a range of support services to survivors of sexual violence and their friends and family members. In 2018/19, local services supported 5,750 clients, and provided 20,212 support appointments. Centres have been developing their responses to the coronavirus, to assess the best way of continuing to deliver their services during the coronavirus pandemic. Our local services have moved to providing services primarily by phone, skype and email rather than face to face, and to delivering their services remotely wherever possible. However, providing therapeutic services from individual staff members' homes isn't always suitable due to the nature of the service being provided, so we have included costings to enable some of our centres to continue using their office premises, with strictly allocated time slots to ensure staff are still able to socially distance. Additional cleaning costs and costs for staff travelling by taxi have been included where relevant.

We recognise that working from home can create additional costs, and we are working from the principle that staff should not be out of pocket during this period, so have included contributions to staff for working from home, to cover additional costs such as heating, broadband etc.

Safeguarding the well being of our staff and ensuring a quality service is delivered to survivors

We are determined that although the method of delivering our services may need to change, it will continue to be of the same high quality as it always has been. We are also aware of the important of ensuring staff wellbeing. We have included costings where appropriate for additional clinical supervision for staff, and also to enable us to utilise technology such as zoom, so support structures such as supervision and team meetings and briefings can continue.

Costs

We have costing this proposal on the basis of 6 months. Some of the costs incurred are one off initial costs and some are ongoing costs. A full breakdown of costs per service is provided.

We anticipate that when the current restrictions are lifted, there is likely to be a significant demand on our already over stretched services, from survivors who did not feel able to access support via phone or skype during the period the restrictions on face to face support had been in place. There is likely to be an need for additional resources at this point to enable our services to cope with the anticipated rise in demand.

For the next 6 months, our costs for adapting our services to meet the challenges of provision in the context of the coronovirus are as follows:

17 centres - £201,805.49

National helpline - £24,504

Total - £226,309.49

A full breakdown of these costs per centre and for the helpline is attached.

This funding will make a significant difference in ensuring that – despite the very difficult circumstances we are currently operating within – survivors of sexual crime across Scotland are still able to access the specialist support that they need and deserve.

Centre	One off costs	Table 1	Ongoing costs	6 months
Dundee	Phones x 3	225	Phone contracts	225
	Laptops x 2	1200	Extra phone data	600
	Remote working set up	400	Ongoing tele conference costs	100
	Headsets x 10	280		
	Mail redirect	321		
	Online chat set up	500	WFH	6,630
		2926	Vice versa worker	9000
			Taxis for clients	2000
			Online chat facility	194.4
				18749.4
	TOTAL DUNDEE	21675.4		
Shetland	Zoom subs	52	WFH	720
	Headsets x 3	150	Additional staffing	5,488.01
	Phones x 2	450		6208.01
	Laptops x 2	800		
	Desk chairs x 2	250		
	Desk risers	260		
	Printers/scanners x 3	400		
	Secure cabinets x 3	450		
	Safe	70		
	Stationary	70		
	Mail redirect	321		
		3273		
	TOTAL SHETLAND	9481.01		
Lanarkshire	Headsets x 5	149.95	WFH	2136
	Move to cloud based server	3978		
		4127.95		
	TOTAL LANARKSHIRE	6263.95		

Ayrshire	Laptops x 3	1047	WFH	2,526
	Phones x 3	660		
	Headsets x 7	196		
	Mail redirect	321		
	Insurance	100		
	Broadband installation fee	60		
		2384		
	TOTAL AYRSHIRE	4910		
Moray	Laptop	540	WFH	312
	Phone	273		
	Headsets	48		
	ZOOM	200		
		1061		
	TOTAL MORAY	1373		
Fife	Laptops x 7	4,760	WFH	3,240
	Headsets x 3	84		
	Phones x3	450		
		5294		
	TOTAL FIFE	8534		
Borders	Tablet, phones, top ups	500	Secure online storage and Zoom	550
			WFH	2,520
	TOTAL BORDERS	3570		3070
Total for 7 centres		55807.36		

Centre	One off		Ongoing	Table 2
Orkney	Insurance	36	Printer ink	77.94
	Secure storage	50	Phone data	60
	Laptop	850	Wfh	780
	Printer	100	Zoom	71.94
	Headsets x 3	84		
	Phone	139		989.88
	Mail redirect	321		
		1580		
	TOTAL ORKNEY	2569.88		
Aberdeen	Pinter/scanner	292	WFH	3240
	Mail redirecton	321		
	Phones	73.16		
	Laptops x 2	1,400		
	Headsets	39.69		
	Stationary	200		
	Sim cards	16		
		2341.85		
	TOTAL ABERDEEN	5581.85		
Glasgow	Laptops	4,400	WFH	9360
			Taxis, fuel, parking	28800
				38160
	TOTAL GLASGOW	42560		
Perth & Kinross	Zoom	184	Taxis	200
	Secure storage	150	WFH	3780
	Laptops x4	2600	Phone contracts	96
	Phones x 2	120	BT call divert	32.4
	IT costs	3600		4108.4
	Headsets	224		
	Mail redirect	321		
	Insurance	300		
	Desks/chairs	150		

		7649		
	TOTAL PERTH	11757.4		
Argyll & Bute	N/A		Staff costs (to avoid redundancies)	20,000
			WFH	2,730
				22,730
Western Isles	N/A		Taxis	2,400
Edinburgh	Laptops x 9	4041	Phone contracts	1900
	Insurance	200	IT support	5100
	Software zoom, acrobat	210	Courier costs	252
	Headsets	840	Additional cleaning	4374
			Additional cleaning products	1203
		5291	Travel by taxi	10400
			WFH	2808
			Additional clinical supervision	6300
				32337
		37628		
Dumfries & Galloway	Insurance	100	WFH	1440
	TOTAL DUMFRIES	1540		
Forth Valley	Mobile phones	500	WFH	5,040
	Headsets x 14	392		
	Printer	199		
	Mail redirect	321		
	Insurance	100		
	Zoom	200		
	Laptop	1500		
		3212		
	TOTAL FORTH VALLEY	8252		

Highland	Laptop upgrading	1220	Phone contracts	180
	Printer	199	WFH	5400
	Headsets	230	SMS service ongoing	1800
	Mobile phones	300		7380
	Remote access voice call and SMS service	1650		
		3599		
	TOTAL HIGHLAND	10979		
TOTAL 10 CENTRES	145998.13			

	One off costs		Ongoing	Table 3
Helpline	Upgrade to call handling to allow for remote working	3150	Additional staff capacity for helpline	11203
	Headsets x 7	196	WFH	6,780
	Phones x 7	560	SMS	300
	Webchat set up and costs	1650		
	ZOOM	200		
	Dongle	144	Mail redirect	321
		5900		18604
	TOTAL HELPLINE	24504		

20 March 2020

[Redacted]

Estimate of infrastructure and organisational costs: SWA, Helpline, and WA groups

Scottish Women's Aid		
Item	Est cost	Comment
Resources for working from home	£4,000	Home workstations, potential moving costs for equipment/furniture from office
Laptops	£9,280	Over 3 months
Additional IT and Coms support costs	£9,000	
Additional Infrastructure staffing to support capacity building in the groups	£52,171 or £47,569	Support to Members Services: Administration and financial management of Resilience and Capacity Fund; service re-design and change management : <ul style="list-style-type: none"> • 1 full time Grade 3 worker and 0.5 Grade 2, one year, including on-costs or <ul style="list-style-type: none"> • 1.5 Grade 2 worker, one year, including on-costs
Additional IT contract support, to be contracted by SWA to support the WA groups	£5,000	Estimated on current contract value
Commsworld Ethernet/Cityfibre broadband	£5,700	To provide faster broader, greater capacity for digital development and more efficient telephony
Mental health and wellbeing for staff (to support staff in responding to sudden and prolonged change, remote working, isolation)	£ 9,360	Up to 1 hour per month 1-2-1 counselling for 12 months
	Subtotal £94,511	

[Redacted]

Helpline		
Item	Cost	Comment
Information technology	£14,120	7 x Laptops and associated hardware and licences
Phone system	£3,974	8 new handsets and associated equipment, licences and support
Office furniture	£720	6 x home workstations
HR: relief staff costs including NI and pension	£33,597	
	Subtotal £52,411	

[Redacted]

Women's Aid network		
Item	Est cost	Comment
<p>Guaranteed pay roll/bank staff/sick pay (over SSP)/childcare for non-front line staff</p> <p>(Figured at 50% of existing payrolls: some groups will need less/more, some use VAWG Fund for some staff, etc.)</p>	<p>£40,500 for 6 months</p> <p>£720,000</p> <p>£36,000</p> <p>Total £796,500</p>	<p>Est 450 staff*30,000*6 months/2</p> <p>100 hrs per group bank staff</p> <p>£20,000*36 groups</p> <p>Childcare £1000 per group</p>
<p>Health and Well-Being Fund to cover:</p> <p>Support for children and women</p> <p>Food and food delivery, activities, taxis, technology, child care to cover sickness, wifi connections, counselling services</p> <p>Group costs</p> <p>Infrastructure and cost for remote working, counselling services; income support to</p>	<p>£380,000</p>	

cover lost funding from housing benefits.		
	Subtotal £1.2m	