

E: [Redacted- Section 38(1)(b)]

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Scottish Women's Aid  
2nd Floor  
132 Rose Street  
Edinburgh  
EH2 3JD



January 2014

Dear [Redacted- Section 38(1)(b)]

## OFFER OF GRANT 2013-2015

1. This letter is an offer of grant for Scottish Women's Aid.
2. On behalf of Scottish Ministers we are pleased to confirm that we will be providing funding to Scottish Women's Aid for phase 2 of the Independent Domestic Abuse Advocate (IDAA) training . Funding has been set at £188,953. For 2013-2014 £94,476.50 and for 2014-2015 £94,476.50.
  - a. Funding will be paid in one instalment in year one of £94,476.50 and will be paid in January 2014, on receipt of returned grant claim form (Annex E), to be accompanied by your grant acceptance (Annex B).
  - b. Funding will be paid quarterly in year two at £23,619.12.
  - c. **Funding for 2014-15 is dependent on satisfactory achievement of agreed outcomes** and will be confirmed by prior to the start of each of that financial year.
3. This grant will be provided to carry out the work and achieve the outcomes as set out within your grant application.
5. This letter sets out the conditions of the grant
  - **Annex A** sets out the financial conditions [including definitions].
  - **Annex B** is the acceptance of grant which you should sign and return to Nicole Ronald at the specified address.
  - **Annex C** is the schedule of grant payments.
  - **Annex D** is the glossary of terms used in the letter and annexes.

• **Annex E** is the grant claim form which has to be completed on a quarterly basis for payment of grant purposes.

6. If these conditions cause you any difficulty, please contact us.

7. I have enclosed two copies of this letter. If you agree to accept the offer of grant and the conditions attached to it, you should sign and date one copy and return it to Nicole Ronald as soon as possible. You should retain the second copy for your own records. It will not be possible to pay any grant instalment until a formal acceptance of the offer has been received.

Yours sincerely

**[Redacted- Section 38(1)(b)]**

Head of Equality Policy

## FINANCIAL CONDITIONS

### Definitions and Interpretation

1. In these conditions, the words and expressions set out in Annex D shall have meaning ascribed to them in that Annex.

### Purpose of the Grant

2. The Grant is provided under Section 10 of the Social Work (Scotland) Act 1968.
3. The Grant shall only be used for the purposes described in paragraphs 3 of the covering letter and for no other purposes whatsoever.
4. No part of the Grant shall be used to fund any activity carried out, or material published by the Grantee, which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

### Payment of Grant

5. The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the payment schedule in Annex C attached hereto.

### Reporting Requirements

6. The Grantee shall submit to Scottish Government an interim report(s) showing all the activities undertaken, the agreed outcomes achieved and the expenditure incurred by the Grantee by commencing from 31 March 2014.
7. The Grantee shall submit a final report showing all the activities undertaken, the outcomes achieved and the expenditure incurred by the Grantee by 31 March in each financial year of funding, commencing from 31 March 2014.
8. In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee during that Financial Year exceeds the amount of the expenses reasonably and properly incurred by the Grantee in connection with the policy objectives, the Grantee shall within 28 days of receiving a written demand in respect thereof from the Scottish Ministers, repay to the Scottish Ministers the amount of such excess. In the event that the Grantee fails to pay such amount within the 28 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the base lending rate (or the equivalent) of the Royal Bank of Scotland plc prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest thereon.

9. Notwithstanding any provision of this Agreement, the foregoing provisions of paragraphs 5, 6, 7 and 8 and Annex C shall be subject to the following: -

The Scottish Ministers shall not be bound to pay the Grantee, and the Grantee shall be deemed to have forfeited and to have no claim against the Scottish Ministers in respect of, any instalment of the Grant which has not been claimed by the Grantee in accordance with the preceding paragraphs 5, 6 and 7, irrespective of the cause of the Grantee not making such a claim.

## **Inspection and Information**

10. The Grantee shall keep and maintain for a period of 5 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of Grant. The Grantee shall afford the Scottish Ministers, their representatives, Audit Scotland and other such persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it and the Grantee shall provide reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
11. The Grantee shall ensure that adequate internal expenditure controls are in place and that resources are used economically, effectively and efficiently.

## **Assets and equipment**

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

## **Publicity**

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

## **Intellectual Property Rights**

14. All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.
15. 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.

## **Compliance with the Law**

16. 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.

## **Default**

17. 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:-

17.1 The Grantee commits a Default

17.2 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.

17.3 If at any time within the duration of the Agreement: -

(a) 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 that 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;

(b) A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or part of the property which from time to time be comprised in the property and undertaking of it, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

18. In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of the preceding paragraph 17, the Grantee shall pay the Scottish Ministers the appropriate sum within 28 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that then Grantee fails to pay such sum within the said period of 28 days, the Scottish Ministers shall be entitled to interest on the said sum at a rate of 2 per cent per annum above the base lending rate or the equivalent of the Royal Bank of Scotland plc prevailing at the time of the written demand, from a date of the written demand until payment in full of the said sum and interest.

19. Notwithstanding the provisions of the foregoing paragraphs 18 in the event that the Grantee is in breach of any of the conditions specified in these Conditions, the Scottish Ministers may, provided that breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of the said paragraph for such a 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 such notice, and in the event of the Grantee failing to remedy the said breach within the period specified, the Grantee shall be bound to pay the said sum in accordance with the provisions of the foregoing paragraphs.

20. Any failure or omission by the Scottish Ministers to exercise or delay by the Scottish Ministers in exercising, any rights or remedy to which they are entitled by virtue of the foregoing paragraphs 19 shall not be construed as a waiver of such rights or remedy.

### **Assignment**

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

### **Termination**

22. Notwithstanding paragraphs 16 and 17 of these Conditions, the Agreement may be terminated by Scottish Ministers giving not less than 3 months' notice in writing.

### **Continuation of Conditions**

23. These conditions shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Grant was paid.

## GRANT ACCEPTANCE

## GRANT ACCEPTANCE FORM 2013 - 2015 SCOTTISH GOVERNMENT FUNDING FOR Scottish Womens Aid

<b>To:</b>	<b>From:</b> <i>(please complete)</i>
Nicole Ronald	Contact Name:
Equality, Third Sector and Communities Division	Position within organisation:
Scottish Government	Name of organisation:
Area 3H (S) Victoria Quay Edinburgh EH6 6QQ	Address:

**Grant conditions:**

On behalf of the above named organisation I certify that I have read and accept the conditions referred to in the Scottish Government's grant offer letter dated and accept the grant offer as stated in this letter, in accordance with Schedule 1 and Annex A of this grant offer.

I undertake that:-

The organisation will use the grant solely for the purposes stated in the Scottish Ministers' grant offer letter;

The organisation will repay to the Scottish Ministers on demand any amount which fails to be repaid in accordance with the grant offer letter and related annexes;

The organisation will keep records indicating how the grant has been used, the outputs, and outcomes achieved and will submit the required reports and statements of expenditure signed by the Chief Executive of the Grantee to the Scottish Ministers in accordance with the deadlines set out at Annex A paragraphs 6 & 7.

The organisation will observe all other conditions of grant specified above.

## Specimen Signatures:

I certify the following specimen signatures of other people authorised to complete requests for payment of grant:

(1) Name: ..... Position:.....

Signature:.....

(2) Name: .....

Position:.....

Signature: .....

**Signed:** (Chief Executive or equivalent)

.....



## PAYMENT OF GRANT

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

2013-2014	Amount	Claim Date
<b>Total</b>	<b>£94,476.50</b>	January 2014

2014-2015	Quarterly Amount	Claim Date
	£23,619.12	April
		July
		October
		January
<b>Total</b>	<b>£94476.50</b>	

2. The Grantee shall claim each Payment in writing in such form as the Scottish Ministers may from time to time specify, and shall submit a claim for each Payment not earlier than, but within 30 days of each Claim Date. The claim form is attached at Annex E.
3. Payments will be processed no later than 10 working days from the date of receipt.
4. Claims for quarterly payments must be submitted by the 11<sup>th</sup> of each month when they are due to be claimed.

## Annex D

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

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

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

“**Claim Date**” means each of the dates specified in Annex C hereof;

“**Conditions**” means these grant conditions;

“**Core Cost**” means the day to day costs of the organisation and all other necessary purposes.

“**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 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 “name of organisation”

“**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;

“**Policy Objectives**” means the purpose for which the Grant has been awarded as described in paragraph 2 of the Award Letter;

“**Payment**” means each of the payments specified in **Annex C**.

**EQUALITY FUNDING 2013 -2015 CLAIM FORM**

Grant Reference	
Grant Recipient	
Address	
Post Code	
Telephone	
Email	
Period of claim	<input type="checkbox"/> April-June <input type="checkbox"/> July-Sept <input type="checkbox"/> Oct-Dec <input type="checkbox"/> 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	
<b>Payment Authorisation</b>	
Date received	
Cost Centre	
Entity Code	
Account Code	
Programme Code	
Amount	
Authorised by	
Name	
Date	