

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

T: 0131 244 5001 F: 0131 244 1824  
E: [redacted]



[redacted]  
ASSIST  
727, London Road,  
Glasgow,  
G40 3AQ



13 March 2015

Dear [redacted]

## **OFFER OF GRANT – EQUALITY FUNDING 2015-16 – VAWG FUND**

The Scottish Ministers in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968 hereby offer to give to Community Safety Glasgow (ASSIST) (“the Grantee”) a grant of up to £2,050,000 payable over the financial year 2015-16, in connection with the ASSIST Project 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:

- The individual needs of women and children affected are fully met at the earliest point
- Perpetrators are dealt with effectively and are less likely to re-offend
- Social tolerance of all forms of VAWG is reduced
- Social acceptance of gender equality is increased
- Women and girls' agency is increased

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. This application is attached.



Sc Govt 2015-16  
Appn form.doc

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. Assignation**

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], Equality Policy Team Leader  
13 March 2015

### **GRANT ACCEPTANCE**

On behalf of *Community Safety Glasgow (ASSIST)* I accept the foregoing offer of Grant by the Scottish Ministers dated 13 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

ASSIST aims are to ensure that victims of domestic abuse, women, children and men, are safe, informed and supported throughout their involvement with the criminal justice system by way of systematic Risk Assessment, individualised Safety Planning and Risk Management processes.

ASSIST's coordination role ensures that partner agencies working with victims of domestic abuse provide the most effective and appropriate service, which places the victim at the centre of the process.

### PART 2: PAYMENT OF GRANT

1. The total Grant of £2,050,000 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	£512,500	10 April 2015
Payment 2	£512,500	1 July 2015
Payment 3	£512,500	1 October 2015
Payment 4	£512,500	1 January 2016
<b>Total</b>	<b>£2,050,000</b>	

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 – VAWG FUND				
Scottish Charity Number (if applicable)				
Grant Recipient				
Address				
Post Code				
Telephone				
Email				
Name of Project				
Period of claim	April - June <input type="checkbox"/>	July-Sept <input type="checkbox"/>	Oct-Dec <input type="checkbox"/>	Jan-Mar <input type="checkbox"/>
Amount claimed this quarter				
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				
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**

*ASSIST*

This is to confirm that the grant claimed by Community Safety Glasgow 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 Community Safety Glasgow.

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.

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

T: 0131 244 5001 F: 0131 244 1824  
E: [redacted]



[redacted]  
Community Safety Glasgow  
Eastgate  
727 London Road  
Glasgow  
G40 3AQ



12 June 2017

Dear [redacted],

## **OFFER OF GRANT – EQUALITY BUDGET FUNDING – VIOLENCE AGAINST WOMEN AND GIRLS: 1 JULY 2017 – 30 JUNE 2020**

The Scottish Ministers in exercise of their powers under Section 126 of the Housing Grants, Construction and Regeneration Act 1996 hereby offer to give to Community Safety Glasgow (“the Grantee”) a grant of up to £2,050,000, payable over 1 July 2017 – 30 June 2018, in connection with ASSIST, 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 £2,050,000.00 over 1 July 2018 – 30 June 2019 and £2,050,000 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:

- Societal understanding of gender based violence is increased and tolerance of it is decreased (leading to a reduction in violence and abuse experienced by women and children, and an increase in positive gender norms and expectations)
- Service providers have increased understanding of all forms of gender based violence, and work effectively together to address these issues through the provision of appropriate, high quality services
- The harmful effects of gender based violence experienced by women and children are reduced by early intervention and their safety and wellbeing needs are better met by effective service provision
- Interventions, service design and service delivery are improved as a result of the participation of women and children affected by gender based violence

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 -  
National VAWG - Corr

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 assignment 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 Community Safety Glasgow 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

Established in 2004, ASSIST is a specialist domestic abuse advocacy and support service focussed on reducing risk and improving the safety of victims of domestic abuse. Our aim is to ensure that all victims of domestic abuse – women, children and men – are safe, informed and supported throughout their involvement with the criminal justice system, by providing a high quality service tailored to individual needs and circumstances.

### PART 2: PAYMENT OF GRANT

1. The total Grant of £2,050,000 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	£512,500.00	1 July 2017
Payment 2	£512,500.00	1 October 2017
Payment 3	£512,500.00	1 January 2018
Payment 4	£512,500.00	1 April 2018
<b>Total</b>	<b>£2,050,000.00</b>	

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 – VAWG				
Scottish Charity Number (if applicable)				
Grant Recipient				
Address				
Post Code				
Telephone				
Email				
Name of Project				
Period of claim	April - June <input type="checkbox"/>	July-Sept <input type="checkbox"/>	Oct-Dec <input type="checkbox"/>	Jan-Mar <input type="checkbox"/>
Amount claimed this quarter				
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				
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**

ASSIST

This is to confirm that the grant claimed by Community Safety Glasgow 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 Community Safety Glasgow.

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;

**“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.

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

T: 0131 244 5001 F: 0131 244 1824  
E: [redacted]



[redacted]  
ASSIST  
727 London Road  
Glasgow  
G40 3AQ



2 March 2016

Dear [redacted]

## **OFFER OF GRANT – EQUALITY BUDGET 2016-17 – VAWG FUND**

The Scottish Ministers in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968 hereby offer to give to Community Safety Glasgow (ASSIST) (“the Grantee”) a grant of up to £512,500 payable over the financial year 2016-2017, in connection with the ASSIST Project 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:

- The individual needs of women and children affected are fully met at the earliest point
- Perpetrators are dealt with effectively and are less likely to re-offend
- Social tolerance of all forms of VAWG is reduced
- Social acceptance of gender equality is increased
- Women and girls' agency is increased

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. This application is attached.



2016-17 ASSIST  
Work Plan - VAWGF F

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. Assignation**

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

2 March 2016

## GRANT ACCEPTANCE

On behalf of Community Safety Glasgow (ASSIST) 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

ASSIST aims are to ensure that victims of domestic abuse, women, children and men, are safe, informed and supported throughout their involvement with the criminal justice system by way of systematic Risk Assessment, individualised Safety Planning and Risk Management processes.

ASSIST's coordination role ensures that partner agencies working with victims of domestic abuse provide the most effective and appropriate service, which places the victim at the centre of the process.

### PART 2: PAYMENT OF GRANT

1. The total Grant of £512,500 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	£512,500	1 April 2016
<b>Total</b>	<b>£512,500</b>	

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 – VAWG FUND				
Scottish Charity Number (if applicable)				
Grant Recipient				
Address				
Post Code				
Telephone				
Email				
Name of Project				
Period of claim	April - June <input type="checkbox"/>	July-Sept <input type="checkbox"/>	Oct-Dec <input type="checkbox"/>	Jan-Mar <input type="checkbox"/>
Amount claimed this quarter				
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				
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**

ASSIST

This is to confirm that the grant claimed by Community Safety Glasgow 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 Community Safety Glasgow.

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.



T: 0131 244 5330  
E: [redacted]

[redacted]  
Head of ASSIST & Domestic Abuse Services,  
Community Safety Glasgow  
Eastgate,  
727 London Road,  
Glasgow,  
G40 3AQ

05 November 2018  
VAWG/grant letter/ASSIST/2

Dear [redacted]

## **OFFER OF GRANT – JUSTICE FUNDING 2018-19 – VAWG FUND**

The Scottish Ministers in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968 hereby offer to give ASSIST (“the Grantee”) a grant of **£200,000** payable in the financial year 2018-19 in one instalment to increase the front line service delivery to both adults and children by the additional provision of 2 x Advocacy Workers, 2 x Children and Young People’s Workers and a consequential 0.2 of a Lead Advocate. Funding is granted in connection with the work of the organisation which is more particularly described in Part 1 of Schedule 1 (“the Project”).

Ministers are, at present, minded to give a grant of **£200,000** over 1 April 2019 – 31 March 2020 in respect of this project, but this figure is indicative only. Final figures will be confirmed with the Grantee once the Budget has been set for 2019-20 financial year, following enactment of the annual Budget (Scotland) Bill.

This funding is in addition to grant funding of up to £2,050,000.00 for ASSIST, payable over 1 July 2018 – 30 June 2019 from the Equality Budget – *Violence Against Women And Girls: 1 July 2018 – 30 June 2020*.

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]**. You should retain the second copy of the offer of Grant and Schedules for your own records.

### **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 main objectives/expected outcomes of the Grant are:

- To increase the front line service delivery to both adults and children by
  - Increasing advocacy capacity to allow a more flexible service to clients and adapt to the provisions of the new Criminal Justice Act
  - Increasing the capacity of the Children and Young People's service to offer a service to court cited children and young victims, including those from rural areas
  - Increasing the support available to children of high risk victims, including siblings of cited witnesses where there is a clear impact.

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 April 2019. This information will contribute to Scottish Ministers' Report to Parliament due in 2019 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 targets/milestones against which progress in achieving objectives /expected outcomes shall be monitored as set out in the table below. A final budget for year 2018/19 is provided at Schedule 1 Part 1.

ASSIST: Key Milestones 2018-2019

<i>Milestone</i>	April – June 2018	July – Sept 2018	Oct – Dec 2018	Jan- March 2019
Increase the support given to child cited witnesses and young victims from rural areas	Monitor monthly from July 2018			
Support siblings of child cited witnesses where there is a clear impact	Monitor monthly from July 2018			
Ensure all staff have awareness of and access to guidance about the new Domestic Abuse bill on coercive control and are able to discuss it with clients	Monitor monthly from July 2018		Complete by Dec 2018	

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

- staff salaries and associated costs
- direct project costs

2.9 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 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 the 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 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.

## **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 copy of the offer of Grant and Schedules to **[redacted]**. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

**[redacted] VIOLENCE AGAINST WOMEN JUSTICE LEAD**

## GRANT ACCEPTANCE

On behalf of \_\_\_\_\_ I accept the foregoing offer of Grant by the Scottish Ministers dated \_\_\_\_\_ 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

#### Introduction

1. The ASSIST service began in 2004 with a vision for a multi-agency coordinated response to victims of domestic abuse. Central to that vision was a 7 day a week service in recognition that the risk to victims was not routinely assessed, they received little or no support or safety planning information following a domestic incident and there was no opportunity for victims to pass on their views to the court.
2. Since then, the criminal justice process in relation to domestic abuse has been dramatically transformed across Scotland both strategically and operationally. COPFS ask for special bail conditions and Non Harassment Orders routinely and with the enactment of the Domestic Abuse Act 2018, Non Harassment orders will be automatically considered at the closure of a case. Scottish Courts and Tribunal Service set trial dates within ten weeks. Police Scotland introduced the Disclosure Scheme for Domestic Abuse in Scotland (DSDAS), the Domestic Abuse Questionnaire (DAQ), based on the DASH Risk Indicator Checklist, a national Domestic Abuse Task Force and a Domestic MATAC (Multi Agency Tasking and Coordinating) process to tackle perpetrators. MARACs are operational in most local authority areas and the IDAA model that ASSIST pioneered in Scotland is becoming more established with over 300 obtaining a Professional Development Award from the SQA.
3. Since 2012, the ASSIST service has been available to 42% of Scotland's population in 12 local authority areas and has championed the development of MARACs for high risk victims of domestic abuse both strategically and operationally. In 2014, partly due to cost, the service moved to 6 days a week.
4. In 2015, there was a funding cut of £53,000 due to an underspend in 2014/15. The underspend was due to a combination of difficulties - the ability to recruit as the funding period drew to an end, but primarily delays in the Police Scotland vetting process, when members of staff were recruited. Vetting delays are now resolved.
5. Consequently, as other costs rose, service changes were required to ensure the service remained within a fixed budget. As people left, some posts were not filled, ASSIST withdrew from providing the coordination and administration from 6 MARACs and reverted to the original service criteria of providing a service to victims where domestic incidents are lodged as crimes (or likely to be) and sent to COPFS for prosecution.
6. ASSIST also acts as the IDAA service for Police MARAC referrals where there is a case going through court as these referrals lie within the original service criteria.
7. In Jan 2017, further changes were required due to extended gaps in staffing, which in part were a result of the funding cycle coming to an end, but were primarily due to recruitment processes put in place by GCC to manage economic challenges.
8. It was therefore necessary to implement further economies and the difficult decision was taken to not contact clients multiple times when a referral was received. This was particularly challenging as calling a client a number of times over a number of days ensures the best level of engagement with both ASSIST and the criminal justice

system and is a requirement for ASSIST's Leading Lights accreditation with SafeLives. Cases were closed if contact with the victim was not established the day after the incident. Where clients called in to ASSIST, taking or returning the calls immediately was not possible.

9. The children and young peoples' service was reduced to cited witnesses only. Young victims, age 14 – 18, did not have the option of more in depth support specifically tailored to their particular needs, and children of high risk victims, where they are not cited witnesses no longer got a direct service. Support was given to the adult victim along with advice about how best they could support their children

### **Impact of changes**

10. The changes in service criteria meant crucial early intervention was lost and the consequential opportunity to discuss and implement safety plans, missed. The level of engagement with clients was impacted with less cases closed due to a reduction of risk and more closed due to an inability to contact. Contact with victims during the 24-48 hour period after an incident is crucial to maximising the engagement of clients with the criminal justice system, a core aim of the project, as well as ASSIST itself.
11. Providing a direct service to children and young people where the adult victim has been assessed as being at high risk of further harm was an important aspect of the service. Apart from acknowledging and validating that children are victims in their own right, the children and young people's service provision ensured children had access to appropriate safety planning advice. For some young victims up to the age of 18, the option of receiving more face to face support than adult victims was a crucial part of their recovery.

### **Service Changes**

12. A further service redesign to a 5 day, Monday to Friday service has been introduced following the introduction of the new Criminal Justice Act, where there are more Accused persons being released on Undertakings. This small saving has been rerouted back into maintaining the frontline service.
13. The additional funding outlined in this grant offer has increased front line service delivery to both adults and children. The adult service offers a more flexible service by returning to contacting clients a number of times over a number of days and has adapted to the Criminal Justice Act changes. The Children and Young People's service is offering a more focused service to young victims, age 14 – 18, allowing the re-establishment of the face to face service where warranted. By increasing the support given to young victims and child cited witnesses from rural areas and supporting the siblings of child cited witnesses where there is a clear impact; this ensures a more holistic service to high risk families. Before the end of 2018, all staff will have a better awareness of and access to guidance about the new Domestic Abuse Act 2018, in order that they are able to discuss it with clients.
14. A budget illustrating how the additional funding has been utilised this year is as follows:-

Budget

2018 – 2019

<b>Post</b>	<b>Full annual costs</b>	<b>No of posts</b>	<b>Total cost</b>
Advocacy Worker	45209.00	2	90418.00
Children & Young Person's Advocacy Worker	45209.00	1.75	79116.00
Lead Advocate	45209.00	0.2	9042.00
Staff costs Total			178,576.00
Other costs - Translation, travel, training etc.			3,261.00
Total costs			181830.00
Mgt Fee			18183.00
Grand total			200,000.00
Budget 2018/19			200,000.00

## PART 2: PAYMENT OF GRANT

1. The total Grant of **£200,00** shall be payable by the Scottish Ministers to the Grantee in one amount 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 in the financial year 2017-18 in one amount 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.

		Claim Date
	One amount	On receipt of grant acceptance and claim form at Schedule 2
Total	£200,000	

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 13 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).**

JUSTICE FUNDING 2018-19 CLAIM FORM – INTERMEDIARY BODY			
Scottish Charity Number (if applicable)			
Grant Recipient			
Address			
Post Code			
Telephone			
Email			
Name of Project			
Period of claim			
Amount claimed this quarter			
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			
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**

Intermediary work

This is to confirm that the grant claimed by \_\_\_\_\_ in relation to the above Project [during the financial year ended 31 March 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 \_\_\_\_\_.

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 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.

OFFICIAL

Justice Directorate  
Violence Against Women and Girls Justice Unit  
Criminal Justice Division



T: 0131 244 7809  
E: [redacted]

[redacted]  
Group Manager  
Community Safety and Regulatory Services  
Neighbourhoods and Sustainability  
Eastgate  
727 London Road  
Glasgow  
G40 3AQ

03 February 2021

Dear [redacted],

**OFFER OF GRANT – JUSTICE FUNDING 2020-21 – ASSIST – PROCUREMENT OF MOBILE TECHNOLOGY**

The Scottish Ministers in exercise of their powers under Section 111 of the Criminal Justice and Licensing (Scotland) Act 2010 hereby offer to give ASSIST (“the Grantee”) a grant of up to **£53,550** payable in the financial year 2020-21 to purchase laptops, mobile phones and headsets for ASSIST staff. This will be reclaimable by ASSIST invoicing expenditure to the Scottish Government. Funding is granted in connection with the work of the organisation which is more particularly described in Part 1 of Schedule 1 (“the Project/Programme”) 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 3** 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.

OFFICIAL

## OFFICIAL

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 targets/milestones against which progress in achieving objectives /expected outcomes shall be monitored as set out in the proposal (attached)



Letter - SG to GCC -  
Additional funding

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

- Equipment for staff and associated costs
- direct project costs
- capital expenditure, including the purchasing of property

2.6 The eligible costs exclude:

- reclaimable Value Added Tax
- 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

OFFICIAL

## OFFICIAL

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. The Grantee shall meet with VAWG and Barnahus Justice Unit representatives not more than 10 working days after submitting each quarterly monitoring report, or on a date mutually agreed in writing.

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/Programme 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.

OFFICIAL

## OFFICIAL

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/Programme.

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 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**

OFFICIAL

## OFFICIAL

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/Programme;

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

9.1.5 In the Scottish Ministers' opinion, the future of the Project/Programme 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 legal obligations Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time in accordance with law.

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;

OFFICIAL

## OFFICIAL

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. Assignation**

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**

OFFICIAL

**OFFICIAL**

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/Programme, 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 copy of the offer of Grant and Schedules to **VAWG Justice Funding at Criminal Justice Division, Room GWR, St Andrews House, Regent Road, Edinburgh**. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[redacted]

[redacted]

**GRANT ACCEPTANCE**

On behalf of ASSIST I accept the foregoing offer of Grant by the Scottish Ministers dated ..... 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: [redacted]

Print Name: [redacted]

Position in Organisation of Person Signing: GROUP MANAGER

Date: 03.02.2021

Place of Signing:

Witness Signature: [redacted]

**OFFICIAL**

Witness Name: [redacted]

Address:

Date: 03.02.2021

Place of Signing:

**OFFICIAL**

**OFFICIAL**

**SCHEDULE 1**

**PART 1: THE PROJECT**

**ASSIST – PROCUREMENT OF MOBILE TECHNOLOGY**

To ensure continuity of these vital services we will provide additional funding of up to £53,550 to purchase laptops, mobile phones and headsets for ASSIST staff.

Purchase of this equipment will enable staff to work safely and efficiently from home during the current situation. It will also provide a more sustainable delivery model for ASSIST in the event of any future incidents preventing office working such as extreme weather or further periods of physical distancing.

**OFFICIAL**

**OFFICIAL**

**PART 2: PAYMENT OF GRANT**

1. The total Grant of **£53,550** shall be payable by the Scottish Ministers to the Grantee on receipt of invoice(s) and supplementary information of expenditure.
2. The total Grant shall be payable over the financial year 2020-21 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	£53,550	ASSIST to invoice expenditure to Scottish Government
Total	£53,550	

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 13 April the amount of the Grant actually expended up to and including 31 March.

**OFFICIAL**

**SCHEDULE 2**

**STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT**

This is to confirm that the grant claimed by ASSIST 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 ASSIST.

Signed:

Name in block capitals:

Position:

Date:

**OFFICIAL**

## OFFICIAL

### SCHEDULE 3

#### 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.

## Justice Directorate

Violence Against Women and Girls Justice Team  
Criminal Justice Division

T: 0131 244 9730

E: [redacted]

[redacted]

Head of ASSIST & Domestic Abuse Services,  
Community Safety Glasgow  
Eastgate,  
727 London Road,  
Glasgow,  
G40 3AQ



The Scottish  
Government  
Riaghaltas na h-



LEGACY 2014  
XX COMMONWEALTH GAMES  
SCOTLAND

28 June 2017

VAWG/grant letter/ASSIST/1

Dear [redacted]

### **OFFER OF GRANT – JUSTICE FUNDING 2015-18 – VAWG FUND**

The Scottish Ministers in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968 hereby offer to give ASSIST (“the Grantee”) a grant of **£100,000** payable in the financial year 2017-18 in one instalment to increase the front line service delivery to both adults and children by the additional provision of 2 x Advocacy Workers, 2 x Children and Young People’s Workers and a consequential 0.2 of a Lead Advocate.

It is acknowledged that the ongoing cost of the proposal to increase the front line service delivery to both adults and children is £200,000 *per annum*; this offer sets out the funding for the second half of the financial year, October to March 2017-18 only. Please note that confirmation of funding of the full annual amount for 2018-19 onwards is dependent on the annual enactment of the Budget (Scotland) Bill.

Funding is granted in connection with the work of the organisation which is more particularly described in Part 1 of Schedule 1 (“the Project”). This grant is in addition to the justice funding currently received by ASSIST.

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]. You should retain the second copy of the offer of Grant and Schedules for your own records.

#### **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 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:

- To increase the front line service delivery to both adults and children by
  - Increasing advocacy capacity to allow a more flexible service to clients and adapt to the provisions of the new Criminal Justice Act
  - Increasing the capacity of the Children and Young People's service to offer a service to young victims, age 14 – 18
  - Increasing the support available to children of high risk victims, to ensure the maximum input at as early a stage as possible.

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 April 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.

2.6 This grant comprises payment in one instalment of £100,000. It is acknowledged that the ongoing cost of the proposal to increase the front line service delivery to both adults and children is £200,000 *per annum*.

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.

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 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]**.

You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely  
[redacted]

[redacted], **VIOLENCE AGAINST WOMEN JUSTICE LEAD**

## GRANT ACCEPTANCE

On behalf of \_\_\_\_\_ I accept the foregoing offer of Grant by the Scottish Ministers dated \_\_\_\_\_ 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**

#### **Introduction**

1. The ASSIST service began in 2004 with a vision for a multi-agency coordinated response to victims of domestic abuse. Central to that vision was a 7 day a week service in recognition that the risk to victims was not routinely assessed, they received little or no support or safety planning information following a domestic incident and there was no opportunity for victims to pass on their views to the court.
2. Since then, the criminal justice process in relation to domestic abuse has been dramatically transformed across Scotland both strategically and operationally. COPFS ask for special bail conditions and Non Harassment Orders routinely. Scottish Courts and Tribunal Service set trial dates within ten weeks. Police Scotland introduced the Disclosure Scheme for Domestic Abuse in Scotland (DSDAS), the Domestic Abuse Questionnaire (DAQ), based on the DASH Risk Indicator Checklist, a national Domestic Abuse Task Force and a Domestic MATAC (Multi Agency Tasking and Coordinating) process to tackle perpetrators. MARACs are operational in most local authority areas and the IDAA model that ASSIST pioneered in Scotland is becoming more established.
3. Since 2012, the ASSIST service has been available to 42% of Scotland's population over 12 local authority areas and has championed the development of MARACs for high risk victims of domestic abuse both strategically and operationally. In 2014, partly due to cost, the service moved to 6 days a week.
4. In 2015, there was a funding cut of £53,000 due to an underspend in 2014/15. The underspend was due to a combination of difficulties - the ability to recruit as the funding period drew to an end but primarily delays in the Police Scotland vetting process, when members of staff were recruited. Vetting delays are now resolved.
5. Consequently, as other costs rose, service changes were required to ensure the service remained within budget. As people left, some posts were not filled, ASSIST withdrew from providing the coordination and administration from 6 MARACs and reverted to the original service criteria of providing a service to victims where domestic incidents are lodged as crimes (or likely to be) and sent to COPFS for prosecution.
6. ASSIST also acts as the IDAA service for Police MARAC referrals where there is a case going through court as these referrals lie within the service criteria.

#### **Current Position**

7. In Jan 2017, further changes were required due to gaps in staffing due in part to the funding cycle drawing to a close. There have also been delays this year due to new recruitment processes involving an extra layer of scrutiny put in place by GCC applying to all members of the council family to manage economic challenges.
8. It was therefore necessary to consider where further economies could be made and the difficult decision was taken to not contact clients multiple times when a referral is received. This is particularly concerning as calling a number of times over a number

of days ensures the best level of engagement with both ASSIST and the CJ system and is a requirement for ASSIST's Leading Lights accreditation with SafeLives. Cases are now closed if contact with the victim is not established the day after the incident. Where clients call in to ASSIST, taking or returning the calls immediately is not possible.

9. The children's service has been reduced to cited witnesses only. Young victims, age 14 – 18, no longer have the option of more in depth support specifically tailored to their particular needs and children of high risk victims, where they are not cited witnesses no longer get a direct service. Support is given to the adult victim and advice given about how best to support the children
10. A further service redesign to a 5 day, Monday to Friday service is being prepared and will be introduced due to the move to most Accused persons being released on an Undertaking or Investigative Liberation under the new CJ Act. This will realise a small saving which will be rerouted back into maintaining the frontline service, where costs have increased, for example, translation costs.

## **Impact**

11. The changes in service criteria means crucial early intervention is being lost and the consequential opportunity to discuss and implement safety plans, is being missed. The level of engagement with clients has been impacted with less cases being closed due to a reduction of risk and more being closed due to being unable to contact. Contact with victims during 24-48 hour period after an incident is crucial to maintaining engagement.
12. Providing a direct service to children where the adult victim has been assessed as being at high risk of further harm was an important aspect of the service. Apart from acknowledging and validating that children are victims in their own right, the service provision ensured children had access to appropriate safety planning advice. For some young victims up to the age of 18, the option of receiving more face to face support than adult victims was a crucial part of their recovery.

## **Service Proposal**

1. If extra funding could be provided to increase the front line service delivery to both adults and children, the adult service could offer a more flexible service to clients and adapt to the changes expected in the new Criminal Justice Act. The Children and Young People's service in turn could return to offering a more focused service to young victims, age 14 – 18 and the inclusion of children of high risk victims, where they are not cited witnesses to ensure the maximum input at as early a stage as possible.
2. To do this, it is estimated that additional provision of 2 x Advocacy Workers, 2 x Children and Young People's Workers and a consequential 0.4 of a Lead Advocate would be required. Changing the number of Advocacy and children and Young People's workers creates further workload at a Lead Advocate level, however, increasing this by 0.4 will ensure no adverse impact.

## Budget

Proposed additional resources budget  
2017 – 2018

<b>Post</b>	<b>Full annual costs</b>	<b>No of posts</b>	<b>Total cost</b>
Advocacy Worker	42489.00	2	84,978.00
Children & Young Person's Advocacy Worker	42489.00	2	84,978.00
Lead Advocate	43905.00	0.2	8,781
Staff costs Total			178,737.00
Other costs - Translation, travel, training etc			3,100.00
Total costs			181837.00
Mgt Fee			18183.00
Grand total			200,020.00
Adjusted total			200,000.00
6 mths costs Oct 2017 – March 2018			100,000.00

## Timeline

**Paperwork submitted to Workforce Scrutiny Boards by end of June with recruitment completed and staff in post by end of September.**

## PART 2: PAYMENT OF GRANT

1. The total Grant of **£100,00** shall be payable by the Scottish Ministers to the Grantee in one amount 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 in the financial year 2017-18 in one amount 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.

		Claim Date
	One amount	On receipt of grant acceptance and claim form at Schedule 2
Total	£100,000	

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).**

JUSTICE FUNDING 2017-18 CLAIM FORM – INTERMEDIARY BODY			
Scottish Charity Number (if applicable)			
Grant Recipient			
Address			
Post Code			
Telephone			
Email			
Name of Project			
Period of claim			Jan-Mar <input type="checkbox"/>
Amount claimed this quarter			
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			
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**

Intermediary work

This is to confirm that the grant claimed by \_\_\_\_\_ in relation to the above Project [during the financial year ended 31 March 2018] was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of \_\_\_\_\_.

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.