

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



T: [REDACTED] F: [REDACTED]
E: [REDACTED]

[REDACTED]
Stonewall Scotland
Mansefield Traquair Centre
15 Mansefield Place
Edinburgh
EH3 6BB



19 March 2018

Dear [REDACTED]

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

The Scottish Ministers in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968 hereby offer to give to Stonewall Scotland (“the Grantee”) a grant of up to £100,000, payable over 1 July 2018 – 30 June 2019, in connection with the Enhancing lesbian, gay, bisexual and transgender (LGBT) inclusion in Scottish public life project, which is more particularly described in Part 1 of Schedule 1 (“the Project”) and subject to the following terms and conditions. Ministers are at present minded to give a grant of £100,000 over 1 July 2019 – 30 June 2020 in respect of this project, but this is an indicative figure only. A final figure will be confirmed with the Grantee once the Equality Budget has been set for 2019-20 financial year.

1. Definitions and Interpretation

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

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

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

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

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

2. Purposes of the Grant

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

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

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

2.4 The expected outcomes of the Grant are:

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

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



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

- staff salaries and associated costs
- direct project costs

2.7 The eligible costs exclude:

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

3. Payment of Grant

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

3.2 In addition to the progress and financial reports to be submitted in relation to the funded project, the Grantee shall within four weeks of the end of the funded period in which the Grant has been paid submit to the Scottish Ministers a statement of compliance

with the Conditions of the Grant using the form of words provided in **Schedule 3**. The statement shall be signed by the Grantee's Director/CEO/authorised signatory.

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

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

4. Inspection and Information

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

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

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

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

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

assistance and explanation as the person carrying out the inspection may from time to time require.

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

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

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

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

5. Confidentiality and Data Protection

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

5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her

Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement

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

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

6. Disposal of Assets

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

7. Publicity

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

8. Intellectual Property Rights

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

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

9. Default and Recovery etc. of Grant

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

9.1.1 The Grantee commits a Default;

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

9.1.3 The Grantee fails to carry out the Project;

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

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

9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations under EU law Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time by the Commission of the European Union.

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

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

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

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

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

the rate of two per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.

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

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

10. Assignment

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

11. Termination

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

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

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

15. Governing Law

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

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

Yours sincerely

[REDACTED] Equality Policy Team Leader
19 March 2018

GRANT ACCEPTANCE

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

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

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Witness Signature:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT

This project will empower LGBT people and allies to tackle discrimination in their workplaces and communities and better equip public service providers to meet the demands of the public sector equality duty.

PART 2: PAYMENT OF GRANT

1. The total Grant of £100,000 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **Schedule 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.

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

	Quarterly Amount	Claim Date
Payment 1	£25,000	1 July 2018
Payment 2	£25,000	1 October 2018
Payment 3	£25,000	1 January 2019
Payment 4	£25,000	1 April 2019
Total	£100,000	

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

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

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

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

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

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

SCHEDULE 2

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

EQUALITY FUNDING 1 JULY 2018 – 30 JUNE 2019 CLAIM FORM – EQUALITY				
Scottish Charity Number (if applicable)				
Grant Recipient				
Address				
Post Code				
Telephone				
Email				
Name of Project				
Period of claim	July-Sept (Q1) <input type="checkbox"/>	Oct-Dec (Q2) <input type="checkbox"/>	Jan-Mar (Q3) <input type="checkbox"/>	April-June (Q4) <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

Enhancing LGBT inclusion in Scottish public life

This is to confirm that the grant claimed by Stonewall Scotland in relation to the above Project [during the period 1 July 2018 – 30 June 2019] was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of Stonewall Scotland.

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;

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

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

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

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

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

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

[REDACTED]

[REDACTED]
Stonewall Scotland
Mansfield Traquair Centre
15 Mansfield Place
Edinburgh
EH3 6BB

2 June 2020

Dear [REDACTED]

OFFER OF GRANT – EQUALITY BUDGET FUNDING: 1 JULY 2020 – 30 SEPTEMBER 2021

The Scottish Ministers in exercise of their powers under Section 10 of the Social Work (Scotland) Act 1968 hereby offer to give to Stonewall Scotland (“the Grantee”) a grant of up to £125,000, payable over 1 July 2020 – 30 September 2021, in connection with the Enhancing lesbian, gay, bisexual and transgender (LGBT) inclusion in Scottish public life project, which is more particularly described in Part 1 of Schedule 1 (“the Project”) and / or support the government and communities in responding to Covid-19, as required, 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. 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 / or support the government and communities in responding to Covid-19, as required, and for no other purpose whatsoever.

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

2.4 The expected outcomes of the Grant are:

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

2.5 The original targets/milestones for funding over the specified period are set out in your application (below). When returning your signed grant acceptance letter, please provide a revised business plan for 1 July 2020 – 30 September 2021 against which progress in achieving expected outcomes shall be monitored.



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

- staff salaries and associated costs
- direct project costs

2.7 The eligible costs exclude:

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

3. Payment of Grant

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

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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 September 2021 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.

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

assistance and explanation as the person carrying out the inspection may from time to time require.

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- 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.

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Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement

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

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

6. Disposal of Assets

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

7. Publicity

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

8. Intellectual Property Rights

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

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

9. Default and Recovery etc. of Grant

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

9.1.1 The Grantee commits a Default;

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

9.1.3 The Grantee fails to carry out the Project;

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

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

9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations, 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;

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

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

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

the rate of two per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.

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

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

10. Assignment

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

11. Termination

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

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

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

15. Governing Law

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

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one full copy of the offer of Grant and Schedules electronically to EqualityBudgetFunding@gov.scot. If the person accepting the grant and the witness are unable to sign the grant acceptance letter electronically, an email trail that makes clear this offer has been accepted by both parties before being sent onto me will suffice. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[REDACTED]

GRANT ACCEPTANCE

On behalf of Stonewall Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated 2 June 2020 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

This project will empower LGBT people and allies to tackle discrimination in their workplaces and communities and better equip public service providers to meet the demands of the public sector equality duty and or support the government and communities in responding to COVID-19, as required.

PART 2: PAYMENT OF GRANT

1. The total Grant of £125,000 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 2020 – 30 September 2021 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 2020 – 30 September 2021), unless otherwise agreed in writing by the Scottish Ministers.

	Quarterly Amount	Claim Date
Payment 1	£25,000	1 July 2020
Payment 2	£25,000	1 October 2020
Payment 3	£25,000	1 January 2021
Payment 4	£25,000	1 April 2021
Payment 5	£25,000	1 July 2021
Total	£125,000	

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

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

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

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

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

7. In order to facilitate the accrual of expenditure of the Grant for the period of funding the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 31 October 2021 the amount of the Grant actually expended up to and including 30 September 2021.

SCHEDULE 2

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

EQUALITY FUNDING 1 JULY 2020 – 30 SEPTEMBER 2021 CLAIM FORM – EQUALITY					
Scottish Charity Number (if applicable)					
Grant Recipient					
Address					
Post Code					
Telephone					
Email					
Name of Project					
Period of claim	July-Sept (Q1) <input type="checkbox"/>	Oct-Dec (Q2) <input type="checkbox"/>	Jan-Mar (Q3) <input type="checkbox"/>	April-June (Q4) <input type="checkbox"/>	July – Sept (Q5) <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 with all conditions set out in the grant offer and that the information above is true and complete.				
Signature					
Name					
Designation					
Date					
Scottish Government - Payment Authorisation (SG use only)					
Date received					
Cost Centre					
Entity Code					
Account Code					
Programme Code					
Amount					
Authorised by					
Name					
Date					

Items of Expenditure

Please provide in the Excel spreadsheet of financial expenditure on which your original budget was submitted (a template for which can be found at <https://www.gov.scot/publications/equality-funding-2017-to-2020-process-for-recipients/> 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

Enhancing LGBT inclusion in Scottish public life

This is to confirm that the grant claimed by Stonewall Scotland in relation to the above Project [during the period 1 July 2020 – 30 September 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 Stonewall Scotland.

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;

“Period of funding” means the period from 1 July one year until 30 September 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.



Your ref:
Our ref: Stonewall/NHSS/2018-19
01/11/2018

Dear,

OFFER OF GRANT FOR THE PROMOTION OF LGBT INCLUSIVE POLICY AND PRACTICE IN NHSScotland

The Scottish Ministers in exercise of their powers under 97(1) Charities and Trustee Investment (Scotland) Act 2005 hereby offer to give to Stonewall Scotland (“the Grantee”) a grant of up to £46,000 STERLING, payable over the 2018/19 and 2019/20 financial years (01/11/2018 to 31/10/2019) in connection with the National Partnership Agreement between NHSScotland and Stonewall Scotland to promote best practice on LGBT inclusion, which is more particularly described in Part 1 of **SCHEDULE 1** (“the 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 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, subparagraph 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 activities set out at Schedule 1, pursuant to the project objectives described at paragraph 2.4 below. Except as otherwise provided for in these Conditions, the activities provided for at Schedule 1 shall be regarded as programme deliverables. The Scottish Government reserves the right to seek recovery of any or all sums paid in connection with this grant, in the event of non-performance of the programme deliverables, subject to the conditions provided for at paragraphs 9.1–9.6 below.
- 2.2 The Grant shall only be used for the purposes of the Programme 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 support NHSScotland Equality and Diversity leads to design and develop inclusive workplaces in which LGBT staff members are supported and valued, and in which their voices are heard. Boards will be supported to submit to the Stonewall Workplace Equality Index (WEI) and to improve their WEI ranking as a measure of progress, through the provision of tailored feedback and individualised analysis of WEI submission scores. Additionally Stonewall Scotland will provide expert advice and guidance on developing best practice in relation to the implementation of Partnership Information Network Policies.

[NB – All Partnership Information Network Policies are currently being reviewed as part of the “Once for Scotland” Workforce Policies Programme. In this context, the existing “Embracing Diversity, Equality and Human Rights in NHSScotland will be substantively reviewed by the policy review group. The Scottish Government proposes making a formal request to the review group to consider the inclusion of a national Transitioning At Work policy for NHSScotland and would envisage drawing upon the expert advice offered through this partnership.]

- To up-skill the NHSScotland workforce to better understand the needs of trans patients and to promote a better understanding of the barriers faced by trans patients in accessing NHS services. Working in partnership with the Scottish Trans Alliance (STA) and the Scottish Government Equality Unit, Stonewall Scotland will provide advice, guidance and advocacy services focussing on trans-specific healthcare needs (such as their physical, sexual, reproductive, mental health or age-related health needs). Stonewall will further provide consultative support to Boards in the design and dissemination of LGBT related health publications.
- To up-skill the NHSScotland workforce to better understand the specific healthcare needs of LGBT patients and the barriers to accessing healthcare faced by these patients. Stonewall Scotland will work with boards to identify areas of existing good practice, alongside gaps in training, learning and development, providing advice to boards on improving data capture in relation to LGBT people’s needs and experiences.
- To support the formation of a LGBT staff network for NHS Scotland to promote sustainability of LGBT projects. Stonewall will organise an initial network with interested individuals, sharing best practice and experience from similar staff networks. Additionally, Stonewall Scotland will provide an options paper with anticipated costings for developing a LGBT staff network.
- To deliver a CPD accredited LGBT Role Model training opportunity, a personal and professional development programme, for up to 36 LGBT NHS staff. The aim of the programme is to improve individual LGBT staff experience and offer practical support to staff to contribute to ongoing LGBT inclusion work across NHS Scotland.

2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are:

- A priority target for the forthcoming year is to ensure that 70% of healthboards in Scotland submit in the next round to the WEI index. An interim report including participation rates in the 2018 index will be prepared as part of the grant payment request statement to be submitted in advance of payment on 01 March 2019.
- The Grantee will organise a roundtable meeting with all boards, as set out in the Enhanced Project Deliverables Section of Schedule 1, with feedback on key themes emerging from the WEI. A summary of these themes will also be provided to the following executive staff groups: Chief Executives, Human Resources Directors, Employee Directors. Specific feedback will be provided, on a case-by-case basis to support the development of Board-specific action plans.
- The Grantee will provide a breakdown of scores and ranking, alongside detailed written feedback on performance across each section, to each board that submits to the index, to help the boards to develop an action plan. This will be completed by mid-February 2019.
- In connection with the grant payment schedule, the Grantee shall provide a summary of activity undertaken with Boards in pursuing the programme objectives outlined at clause 2.4 above; specifically, the Grantee shall highlight that they have undertaken relevant training and network support activity as detailed set out above.
- The Grantee will support NHS National Services Scotland to build and develop processes into their procurement and existing supply chain practices that create sustainable relationships with their existing and potential supply chain

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

- Staffing Costs
- Travel and Subsistence Costs (in connection with the delivery of training, workshops and one-to-one support meetings for Board executives).
- Sundry costs including printing costs related to the publication of advice and guidance.

2.7 The eligible costs exclude:

- Any Value Added Tax (VAT) reclaimable by the Grantee

3. Payment of Grant

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **SCHEDULE 1** attached.
- 3.2 The Grantee shall within 6 weeks of receiving the final grant installment 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 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 Programme, 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 Programme in the form of a highlight report, summarising activity undertaken, to be provided periodically at the same frequency as claims for grant payment. Claims for payment shall include detail of actual expenditure to date compared with profiled expenditure, and any change to estimated expenditure for the financial year and/or the Programme 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 Programme 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 2 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, his/her 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 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.

- 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 Act 1998 are fulfilled in relation to the Programme.
- 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

- 6.1 The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds within 2 years of the asset being purchased. 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

- 7.1 The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project/Programme 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 the Grantee. The Grantee hereby grants and irrevocable, perpetual, royalty-free, non-exclusive, worldwide licence to the Scottish Ministers to use, reproduce, modify, develop, and maintain the Intellectual Property. The Grantee must also ensure that the third party owner of Intellectual Property Rights that are or which may be used to deliver the specified project activities, grants to the Scottish Ministers an irrevocable, perpetual, royalty free and non-exclusive licence, or, if itself a licence of those rights, grant to the Scottish Ministers an authorised and equivalently wide sub-licence, to use, reproduce, modify, develop and maintain any of the Intellectual Property Rights.
- 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 Programme;
 - 9.1.4 In the Scottish Ministers' opinion, the progress on the Programme is not satisfactory; or
 - 9.1.5 In the Scottish Ministers' opinion, the future of the 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 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 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/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 me at Workforce Practice Unit, Area GR, St. Andrew's House, Regent Road, Edinburgh, EH1 3DG You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

GRANT ACCEPTANCE

On behalf of Stonewall Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated 01/11/2018 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Stonewall Scotland is solvent. I confirm that I hold the relevant signing authority.

Signed*:

[*This must be either a director, company secretary or authorised signatory.]

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: PROGRAMME

Programme one: Supporting NHS Scotland Equality & Diversity leads to develop inclusive workplaces in which LGBT staff members are supported and valued, and are able to have their voices heard.

Stonewall Scotland will build on the work undertaken during the first and second years of the project, providing advice and guidance on existing Scottish NHS Board equality and diversity policies, and supporting NHS Equality and Diversity leads to formulate action plans for LGBT inclusion in future years. Feedback from the Boards has also highlighted a need for support in engaging with local communities. To achieve this, we will:

- Work with NHS Scotland Boards to submit to and improve their WEI ranking as a measure of progress towards LGBT inclusion in their workplaces.
 - Each year a minimum of 70 per cent of Boards will submit to the index.
 - Boards who do not complete a full submission, will be invited to participate in the “Community Engagement” and “Clients, Customers and Service Users” sections of the WEI to allow comprehensive feedback and guidance on how to improve in this area. This will involve Boards providing information about their activities to engage with diverse communities in their area, and will allow us to understand how local community engagement activity currently looks in Scotland, as well as identify best practice to share across NHS Scotland Boards.
 - Boards who submit to the index will receive a breakdown of their scores and ranking, alongside detailed written feedback on their performance across each section. This will be completed by mid-February.
 - We will use the information from these submissions to inform a roundtable meeting with all Boards to provide feedback, address key themes and provide recommendations on areas for improvement across NHS Scotland. This will allow feedback to take account of national policies and approaches, and will allow recommendations to be drawn which can be fed into the NHS Workforce team at Scottish Government. It will also allow a more collaborative approach to finding regional and national solutions to issues identified and mean that the learning from the Boards who do submit to the WEI can be cascaded more widely.
 - Additional feedback for individual Boards based on their full submission will be provided as required in order to support the development of Board-specific action plans, but will not duplicate information provided as part of the wider feedback meeting. These meetings may be delivered over the phone or Skype in order to minimise travel expenses.
- Support the Boards to follow action plans, through:
 - Regular communications with Equality & Diversity leads and network groups, highlighting and sharing best practice on LGBT workplace inclusion. This will include guides/briefings on problem areas highlighted in WEI submissions, and inputting into equality & diversity lead networks to share experiences and best practice.
 - Coordinating activities of each Board to avoid replication and ensure problem areas are adequately addressed.
 - Policy review.
- Work with NHS Scotland Boards, leadership, and the workforce development team to support the development of best practice “once for Scotland” PIN policies relevant to LGBT equality issues.
- Inclusive Recruitment: for the duration of the programme NHS Scotland will be granted founding partner status on our Proud Employers Website. The NHS Scotland logo will be placed on the website with a direct link to the dedicated recruitment site. Additionally, Stonewall Scotland will promote NHS Scotland Board level appointments through their Social Media platforms. The promotion of roles will be on the proviso that

there is an explicit commitment to LGBT inclusion (this can be as part of a wider commitment to other protected characteristics as outlined in the Equality Act 2010).

Programme two: Upskill the NHS to better understand the healthcare needs of trans patients, and to better understand the barriers to access faced by trans patients.

Stonewall will work with NHS Scotland to ensure staff have the knowledge and skills to meet the needs of trans patients in Scotland. Stonewall will deliver this component of the project in partnership with existing trans organisations in Scotland, including the Scottish Trans Alliance (STA). This will ensure this activity complements existing activity undertaken by trans organisations in Scotland, including the STA's current Scottish Equality Unit-funded programme, whilst at the same time utilising Stonewall's experience on supporting public services to understand the specific needs of LGBT communities.

We will:

- In partnership with the STA, develop and disseminate joint-branded resources that NHS Scotland needs to adequately respond to the needs of trans patients, for example: trans-specific healthcare needs; physical, sexual, reproductive, and mental health needs; specific needs of older and younger trans people. Stonewall Scotland will input into briefings and guides that the STA are producing, and help to disseminate them amongst Scotland NHS Boards.
- We will act as editors and or consultants to NHS Scotland in the production of any LGBT health publications and offer co-branding for final edits of any publications reviewed and agreed to.
- Disseminate research, guidance and resources (produced by both Stonewall and other organisations) on trans needs in healthcare services to NHS Board Equality & Diversity Leads.
- Advocate for the needs of trans patients in the provision of gender identity services.
 - Stonewall Scotland's Account Manager will sit on the National Gender Identity Managed Clinical Network to advocate for trans people. They will attend four meetings per year as part of this role.

Programme three: Upskill the NHS to better understand the specific healthcare needs of LGB patients, and to better understand the barriers to access faced by LGB patients.

Stonewall will work with NHS Scotland to ensure staff have the knowledge and skills to meet the specific healthcare needs of LGB patients. We will:

- Work with Boards to identify improved methods to capture data relating to LGB people's needs and experiences of health and social care services.
- Support Boards to identify areas of good practice and gaps in the training, learning and development offered to NHS staff, to enable them to effectively meet the needs of LGB people accessing their services.
- Provide NHS Scotland with a 20 per cent discount on tickets for our workplace conference, which will include a dedicated workshop stream for public service delivery, and subject to demand a workshop focussing on health and social care in line with areas identified as knowledge gaps through the ongoing work with the Boards. Further discounts are available for early bookings.
- Provide access to Stonewall's expert guidance and library of resources relating to LGBT inclusion in the workplace and in public services.
- Identify, highlight and disseminate third party research, guidance and materials on LGB people's healthcare needs and the experiences of health and social care services.

Programme four: Development of an NHS Scotland network to support LGBT staff working in NHS Scotland.

Stonewall will use its expertise and experience to support the formation of a network group for NHS Scotland, and provide in-house training for LGBT NHS Scotland staff to monitor, evaluate and sustain improvement projects. We will:

- Provide a venue and facilitation for a meeting for NHS Scotland staff interested in establishing a new LGBT staff network.
- Support the group by providing expertise and share best practice from other staff networks across the UK, including NHS England and other health service to help create a terms of reference for the network.
- Gather feedback through a Network Scoping session to understand what individuals require from a network and create options paper that includes costings associated with the development of an NHS Scotland LGBT staff network group.
- The grantee will deliver a one-day in-house LGBT Role Model personal and professional development training event designed to support LGBT individuals to think about what it means to be themselves in the workplace, and identify achievable ways they can be a role model in their workplace. We can offer this training to 36 participants, as one of the building blocks to support the staff network group to consider how they can enable the organisation to sustain the work to date and drive improvements in the ongoing LGBT inclusion work across NHS Scotland.

Enhanced project deliverables

Based on ongoing conversations with NHS Scotland and Health Board leads, Stonewall has developed additional programme activities for this project which will provide further support to NHS Scotland to create more LGBT-inclusive environments for staff and patients. These activities will help increase capacity amongst NHS Scotland Equality and Diversity leads on how to develop inclusive workplaces and build understanding amongst senior leaders and staff on trans inclusion and gender identity. We will:

- Provide each Board who submits to the WEI with one in-depth face-to-face benchmarking meeting on the result of the WEI ranking, and support them to produce an individual action plan for LGBT workplace inclusion (a minimum of 15 additional meetings and associated travel expenses).
- We will share LGBT health information and guidance from NHS Boards across Stonewall Scotland's social media platforms, including regional engagement activity and patient resources, events and feedback channels.
- The Grantee will explore opportunities for the emergence of shared, safe and inclusive spaces for LGBT staff within NHS Scotland, and for promoting inclusion across Health Board boundaries.

Outcomes:

- A minimum of 70 per cent of NHS Scotland Boards submit to the Workplace Equality Index by 2020, ensuring they have a comprehensive understanding of the level of LGBT-inclusion in their workplaces and an action plan for improvement.
- Equality & Diversity leads across all NHS Health Boards have access to dedicated resources, guidance, and advice on creating LGBT-inclusive environments for Scotland NHS staff and for LGBT patients.
- Health Boards develop improved training and guidance on specific healthcare needs of LGBT people.

Stonewall will provide an update on participation in the 2018 WEI by 31 January 2019. An interim report will then be developed, including key themes and recommendations from the WEI submissions. This will be prepared by the end of March 2019. Stonewall will provide a final 12-month report to NHS Scotland to monitor progress towards these outcomes. This final report will be provided by 30 September 2019, and will include a list of Health

Boards submissions to the WEI (and information on emerging good practice, areas of concern, and areas for development gathered from these submissions), information on resources disseminated to Equality & Diversity leads, and programme evaluation feedback. We will also present findings of this report, to an NHS Scotland strategic forum of the Scottish Governments choosing in September 2019.

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £46,000 shall be payable by the Scottish Ministers to the Grantee in two instalments of £23,000, on 9th November 2018 and 28th of February 2019, upon 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 period 01/11/2018 to 01/11/2019. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by the 31st March in the financial year 2018/19, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide profile of expenditure of the Grant in accordance with the grant payment schedule. Any change to the profile or to the overall costs of the Programme shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. 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.
5. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee has reasonably and properly incurred in connection with the Programme 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 6 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 05 April the amount of the Grant actually expended up to and including 31 March.

SCHEDULE 2

GRANT CLAIM FORM

Organisation:

Bank details:

Project:

Total agreed grant for: 2018/2019 £46,000

Latest forecast of expenditure of grant for:

Grant claimed to date:

Claim for Grant for the period from to : £

We hereby claim grant of £ in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 01/11/2018 and the Schedules attached thereto.

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that has been submitted or will be made available to substantiate each amount.

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

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

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

The Promotion of LGBT Inclusive Policy and Practice in NHS Scotland

This is to confirm that the grant claimed by Stonewall Scotland in relation to the above Programme during the period ending 01 November 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 Stonewall Scotland.

Signed:

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 copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project by or on behalf of the Grantee.

“Project/Programme” 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.



Your ref:
Our ref: Stonewall/NHSS/2019-20
08/11/2019

Dear,

OFFER OF GRANT FOR THE PROMOTION OF LGBT INCLUSIVE POLICY AND PRACTICE IN NHSScotland

The Scottish Ministers in exercise of their powers under 97(1) Charities and Trustee Investment (Scotland) Act 2005 hereby offer to give to Stonewall Scotland (“the Grantee”) a grant of up to £47,380 STERLING, payable over the 2019/20 and 2020/21 financial years (01/11/2019 to 31/10/2020) in connection with the National Partnership Agreement between NHSScotland and Stonewall Scotland to promote best practice on LGBT inclusion, which is more particularly described in Part 1 of **SCHEDULE 1** (“the 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 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, subparagraph 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 activities set out at Schedule 1, pursuant to the project objectives described at paragraph 2.4 below. Except as otherwise provided for in these Conditions, the activities provided for at Schedule 1 shall be regarded as programme deliverables. The Scottish Government reserves the right to seek recovery of any or all sums paid in connection with this grant, in the event of non-performance of the programme deliverables, subject to the conditions provided for at paragraphs 9.1–9.6 below.
- 2.2 The Grant shall only be used for the purposes of the Programme 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:
- Work with National Projects to embed LGBT inclusion from the top down: supporting national No Bystanders type campaign, securing support in and allyship from senior leaders and improving our national recruitment and retention policies and practices.
 - Improve provision for LGBT patients by empowering LGBT staff and their allies: developing Train the Trainer programme, improving communication on declaration rates, and supporting development of staff networks.
 - Create LGBT inclusive workplaces for all staff: encouraging NHS Boards to submit to WEI and understand the benefit, resulting in local action plans being implemented.
- 2.5 The targets/milestones against which progress in achieving objective s/expected outcomes shall be monitored are:
- To engage with all 22 NHS Boards in the delivery of the No Bystanders type campaign
 - To ensure that new recruitment and retention policies and practices embody best practice, and improve LGBT inclusion.
 - To develop and deliver LGBT inclusion and allyship session with NHS Senior Leaders
 - To have 36 delegates attending the Train the Trainer programme pilots
 - To create a communications plan that can be used by all 22 NHS Boards to outline importance of data and encourage declaration rates
 - To have all NHS Boards attend webinar on developing staff networks
 - To have 70% of boards to embed LGBT inclusion using WEI framework, and for 100% of Boards that attend the Roundtable session to implement a local action plan with practical solutions to improve LGBT inclusion.

This 12-month proposal will cover:

- The cost of **one dedicated account officer** to work with the National Teams and all 22 NHS Scotland Boards on the proposed activities.
- The development and dissemination of **training materials and guidance on LGBT inclusion** for staff and patients, including resources specifically aimed at NHS Scotland staff.
- **Development, delivery and full evaluation** of a Train the Trainer style pilot programme.
- **Ongoing advice and support** to NHS Scotland on the specific healthcare needs of LGBT patients, and best practice on meeting these needs.
- **Discounted access** for NHS Scotland staff to **Stonewall Scotland's workplace conference**.

- **Founding partner status on the Stonewall Proud Employers Website** for the entirety of this funding period.
- **Additional programme support and oversight** from the Stonewall Scotland Team.

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

- Staffing Costs
- Travel and Subsistence Costs (in connection with the delivery of training, workshops and one-to-one support meetings for Board executives).
- Sundry costs including printing costs related to the publication of advice and guidance.

2.7 The eligible costs exclude:

- Any Value Added Tax (VAT) reclaimable by the Grantee

3. Payment of Grant

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **SCHEDULE 1** attached.
- 3.2 The Grantee shall within 6 weeks of receiving the final grant installment 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 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 Programme, 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 Programme in the form of a highlight report, summarising activity undertaken, to be provided periodically at the same frequency as claims for grant payment. Claims for payment shall include detail of actual expenditure to date compared with profiled expenditure, and any change to estimated expenditure for the financial year and/or the Programme as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.

The budget for 2019/2020 is £47,380 based on actual costs of delivering the project in 2018/19. This is a 3% uplift on last year's funding. The budget is made up of:

- Staff costs: £33,639
- Train the Trainer programme: £5,000
- Additional direct costs: £4,003
- 10% management fee: £4,738

- 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 Programme 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 2 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, his/her 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 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.
- 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 Act 1998 are fulfilled in relation to the Programme.
- 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

- 6.1 The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds within 2 years of the asset being purchased. 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

- 7.1 The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project/Programme 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 the Grantee. The Grantee hereby grants and irrevocable, perpetual, royalty-free, non-exclusive, worldwide licence to the Scottish Ministers to use, reproduce, modify, develop, and maintain the Intellectual Property. The Grantee must also ensure that the third party owner of Intellectual Property Rights that are or which may be used to deliver the specified project activities, grants to the Scottish Ministers an irrevocable, perpetual, royalty free and non-exclusive licence, or, if itself a licence of those rights, grant to the Scottish Ministers an authorised and equivalently wide sub-licence, to use, reproduce, modify, develop and maintain any of the Intellectual Property Rights.
- 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 Programme;
 - 9.1.4 In the Scottish Ministers' opinion, the progress on the Programme is not satisfactory; or
 - 9.1.5 In the Scottish Ministers' opinion, the future of the 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 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/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 here by 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 me at Workforce Practice Unit, Area GR, St. Andrew's House, Regent Road, Edinburgh, EH1 3DG You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

GRANT ACCEPTANCE

On behalf of Stonewall Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated 08/11/2019 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Stonewall Scotland is solvent. I confirm that I hold the relevant signing authority.

Signed*:

[*This must be either a director, company secretary or authorised signatory.]

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: PROGRAMME

Programme one - Work with National Projects to embed LGBT inclusion from the top down:

- **NHS Scotland No Bystanders inspired Campaign**
No Bystanders was a highly successful Stonewall campaign that encourages individuals to challenge bullying and harassment. We will work with the National Team, using our learning and experience for the campaign to develop an NHS Scotland specific campaign strategy that will support the roll out of a new campaign across all 22 Boards whilst linking with key initiatives such as Senior Allies, policy launches, full scope to be identified.
- **Recruitment and retention**
Work with the operation teams on how we can influence guidance and good practice. Review recruitment platform and provide a statement around valuing diversity, explicitly inclusive of LGBT people in job packs and pages.
- **Monitoring and data including National Surveys**
Provide support and advice in the development of a future Dignity at Work survey and review current monitoring forms and provide recommendations on best practice.
- **Support with OfS Policy review**
Develop and deliver a session on LGBT inclusion with the Programme Board before the engagement period begins. Provide access to Stonewall Resources and offer policy review support for key policies.

Programme two - Improve provision for LGBT patients by empowering LGBT staff and their allies:

- **Train the Trainer**
Develop a Train the Trainer programme for LGBT inclusion within healthcare and pilot with one key group as identified by the national team. Evaluate and make recommendations on how this can be rolled out across all boards.
- **e.ESS new HR system**
Share best practice on improving declaration rates and the integrate comms plan with the wider no bystanders campaign.
- **Support the development of National LGBT Staff Network**
Deliver a webinar on developing networks to interested NHS staff that can be dialled into from across Scotland, covering issues such as how networks can be inclusive of remote and rural staff.
- **NHS Scotland toolkit**
Update existing resources and support Boards to have Stonewall learning resources hosted in their own systems for internal use.

Programme three – Create LGBT inclusive workplaces for all staff

We will continue to assess Board progress on LGBT inclusion through our Workplace Equality Index. It is important to acknowledge that not all Boards are able to submit to the WEI, and so we have developed a new support package to support them to work towards this:

- Supporting boards with written report/action plans from their previous WEI submission.
- Undertake a review of non-engaging Boards, and in partnership with the national team identify where Stonewall can help to support the Board in an individual capacity.

- Consultant/Advice service to individual boards - access expertise, advice and best practice from Stonewall staff.

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £47,380 shall be payable by the Scottish Ministers to the Grantee in two instalments of £23,690, on 30th November 2018 and 28th of February 2019, upon 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 period 01/11/2019 to 01/11/2020. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by the 31st March in the financial year 2020/21, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide profile of expenditure of the Grant in accordance with the grant payment schedule. Any change to the profile or to the overall costs of the Programme shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. 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.
5. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee has reasonably and properly incurred in connection with the Programme 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 6 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 05 April the amount of the Grant actually expended up to and including 31 March.

SCHEDULE 2

GRANT CLAIM FORM

Organisation:

Bank details:

Project:

Total agreed grant for: 2019/2020 £47,380

Latest forecast of expenditure of grant for:

Grant claimed to date:

Claim for Grant for the period from to : £

We hereby claim grant of £ in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 08/11/2019 and the Schedules attached thereto.

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that has been submitted or will be made available to substantiate each amount.

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

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

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

The Promotion of LGBT Inclusive Policy and Practice in NHS Scotland

This is to confirm that the grant claimed by Stonewall Scotland in relation to the above Programme during the period ending 01 November 2020 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 Stonewall Scotland.

Signed:

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 copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project by or on behalf of the Grantee.

“Project/Programme” 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.

Annual Report

Equality Budget 2017-20

Organisation: Stonewall Scotland
Project: Enhancing Lesbian, Gay, Bisexual and Transgender (LGBT) inclusion in Scottish public life
Completed By: [REDACTED]
Period: July 2018 – June 2019

Please refer to the guidance at the end of this document before completing the form.

Project Information	
Name and Position of Main Contact Person	[REDACTED] Head of Programmes
Funding Programme	Equality intermediary and national projects
Amount of Grant received	£290,000
Project Website (if applicable)	www.stonewallscotland.org.uk
I confirm that staff delivering work funded by this grant have been made aware of the United Nations Convention on the Rights of the Child (UNCRC) and children's rights <input checked="" type="checkbox"/>	

1	About your organisation
	<p>Stonewall supports and campaigns for the rights of LGBT people in Britain and abroad. Our vision is a world of acceptance without exception: where everyone, everywhere is free to be themselves.</p> <p>We have four main priorities:</p> <p>1. Empowering Individuals Stonewall supports individuals in Scotland to make a difference for LGBT people at home, work, and in their communities. We deliver programmes that equip people with the tools and confidence to influence others, challenge bullying, and act as role models for LGBT rights. This includes supporting role models to speak at schools from a range of locations as diverse as Aberdeenshire, West Dunbartonshire and Clackmannanshire.</p> <p>2. Transforming Institutions Stonewall works with workplaces, public sector institutions, and other community organisations in Scotland to create inclusive environments for LGBT people. We have strong networks with organisations throughout Scotland, and through them make a positive difference for LGBT people in the communities they reach. We have recently been working to develop relationships with Scotland's diverse faith communities to identify areas of common understanding and ambitions.</p> <p>3. Changing Hearts and Minds Stonewall works to improve social attitudes towards LGBT people in Scotland, and we have a specific focus on supporting LGBT people who may be less visible due to their ethnic, religious, or rural background.</p> <p>4. Changing Laws Stonewall campaigns to change laws that do not ensure equality for LGBT people. We are currently working with colleagues across the LGBT equality sector and Scottish Government ahead of the consultation on reform of the Gender Recognition Act.</p>
2	About your funded project
	<p>This project directly addresses the issue of discrimination against LGBT people in Scotland by empowering LGBT people and allies to tackle discrimination. We are doing this by equipping public service providers to meet the public sector equality duty, and by supporting post-16 education and training providers to meet the needs of LGBT young people as they prepare to enter the workforce.</p>
3	What Fund Outcomes did you work towards? Please see guidance note 3
	<p>1. Discrimination against people who share protected characteristics is reduced, and multiple discrimination is addressed so that barriers to participation are reduced.</p> <p>2. People and their communities are supported to participate in and engage with services and civic society; their contribution is recognised and community cohesion is increased.</p> <p>3. Current imbalances in representation in all aspects and levels of public life,</p>

	including education and employment, are addressed to better reflect our communities.
4	How much progress has been made towards your Project Outcomes? Please tell us about each of your outcomes separately:
	Outcome 1: LGBT people and allies are empowered to create positive change in their workplaces and communities and tackle discrimination
	<p>What you actually did:</p> <p>1.1 <u>Community empowerment programmes</u></p> <ul style="list-style-type: none"> • Bi+ Empowerment Programme <p>We have built on findings from our Bi Role Models programme 2018 and developed a programme which focusses more on empowering members of the bi+ community to be more engaged in their communities. The core three aims of the programme are to:</p> <ul style="list-style-type: none"> • Celebrate the diversity of the bi+ community and recognise the common lived experiences shared by members of the community; • Allow attendees to begin exploring radical self-care and how they can act in solidarity with others in their community; • Build their confidence to connect with, influence and enable others in their environments to be themselves and achieve their full potential. <p>The course was held in Glasgow on 2 July 2019 and was attended by 13 individuals from around the central belt region of Scotland. Attendees in the room had a mix of gender identities and almost 41% of them identified as having a D/dis/ability. Most of the attendees were in the 25-34 bracket and there were a number of different ethnicities represented in the room.</p> <p>This programme has demonstrated two core things to the Stonewall Scotland team:</p> <ul style="list-style-type: none"> • The need for programmes which do not assume that all members of the bi+ community will already be comfortable being out to a majority of people in their lives, and how we can support and validate their identities, while building this initial confidence. • That there is a place for a role models programme for bi+ community members, but we could perhaps look at developing our current content, so that it becomes a two-step model for empowerment, based on an individual's levels of confidence to begin with and how they wish to engage with the community. <p>1.2 <u>Public Sector Trans Allies programme</u></p> <p>As referenced in the six-month progress report we submitted at the start of 2019, we piloted our first ever Trans Allies programme in July 2018. As a result of the programme 86.4% of respondents stated that they had identified achievable ways to step up as a trans ally in their workplace.</p> <p>We will be running the next iteration of this programme in October in Glasgow. This programme will specifically focus on supporting individuals who work in the third sector to develop their understanding of trans identities, issues the trans community may face and how they can actively support their trans colleagues, family, friends and service users.</p> <p>1.3 <u>Alumni Engagement</u></p> <ul style="list-style-type: none"> • Senior Leaders Alumni Network <p>We supported the Senior Leaders Alumni Network back in February by helping to</p>

create their terms of reference. Twelve alumni were due to attend this meeting but only three attended due to unexpected work commitments. Moving forwards, to mitigate this there is a section in the terms of reference about attendance, confidence and specific project goals, and the group will endeavour to have Skype and dial in options to optimise engagement.

We have also been working with our Senior Leaders Alumni Network to develop a mentoring programme training outline with a view to our Senior Leaders offering mentoring to our Work placement attendees. Over the next year we will identify a training partner, develop an LGBT specific mentoring training programme and train at least five Senior Leaders.

Three of our alumni were involved in the Children and Young People's conference we ran in May 2019 (more information below in section 3.4). Two alumni were keynote speakers in the morning, one took part in the Youth Stream in their role as a School Role Model, and one of the Role Models alumni came and spoke about authentic leadership in a workshop.

What difference you made as a result

1.1 Community empowerment programmes

- Bi+ Empowerment Programme

100% of delegates (83% strongly agreed, 17% agreed) that they had developed an understanding of different identities in the bi+ community and how supporting these identities can impact on someone, compared to 50% of delegates before the programme.

100% of delegates (83% strongly agreed, 17% agreed) indicated that they have now begun to identify achievable ways they could act in solidarity with other members of the bi+ community, compared with 25% of delegates who felt confident to do this before the programme.

100% of delegates (58% strongly agreed, 42% agreed) indicated that they have now begun to identify ways they could support themselves through acts of radical self-care and resilience building, compared with 36% of delegates who felt confident to do this before the programme.

"Despite identifying myself as Bi, I had no knowledge of how many identities existed under the Bi umbrella [until this programme]. I am leaving feeling empowered and inspired to educate myself and show acts of solidarity where I can." Programme attendee, 2019.

"I am inspired to be a more active member of the Bi+ community and feel less scared of rejection in LGBT spaces." Programme attendee, 2019.

1.2 Public Sector Trans Allies programme

As highlighted above, participants in the programme have been able to increase their confidence and knowledge on how to support trans colleagues and as a result will be able to ensure their workplaces are inclusive for trans individuals.

1.3 Alumni Engagement

- Senior Leaders Alumni Network

By working more closely with our Senior Leaders Alumni this has allowed us to identify key ways they can use their influence to advocate on the importance of LGBT

	<p>inclusion within the workplace. The inception of a Senior Leaders Alumni Network offers us a varied pool of excellent skills and experience that supports us deliver our strategic objectives and allows us to offer a range of opportunities such as speaking engagements and mentoring support to our work placement alumni.</p> <ul style="list-style-type: none"> • <u>Children and Young People’s conference</u> <p>At least 92% of the Youth Stream attendees rated the different activities completed during the workshops as “Excellent” or “Good”.</p>
	<p>Outcome 2: Public service providers will be better equipped to meet the demands of the public sector equality duty in relation to LGBT and intersectional communities</p>
	<p>What you actually did</p> <p>2.1 <u>Research on the experiences of LGBT people living in Scotland</u> We published the LGBT in Scotland Health Report in January, which includes insight on LGBT people’s mental health as well as experiences of discrimination in the health service</p> <p>The report has been sent out to MSPs via email and all 22 NHS health boards. We also produced 100 hard copies which have been available to a range of stakeholders during events such as our Children and Young Peoples Conference.</p> <p>2.2 <u>Community Engagement</u></p> <ul style="list-style-type: none"> • Bitastic <p>We have been working in partnership with the Equality Network, Bi and Beyond Edinburgh and The Scottish Bi+ Network to deliver Bitastic, which will be taking place 28 September in Edinburgh. The website is now live and the programme is being put together. At least three of our alumni from our 2018 Scottish Bi Role Models, that we delivered in Year 1 of this project, will be facilitating a workshop at this year’s BiTastic event on different topics which matter to them and their work within the bi+ community.</p> <p>Over the course of the year we have also been working with:</p> <ul style="list-style-type: none"> • LGBT Unity BAME Asylum Seeker group: In order to raise their profile and offer them access to a wide range of organisations across Scotland we invited them to host a stall at our Workplace Conference. • BiCon: Bicon is the UK’s largest event that is hosted by the Bi community for the Bi Community. One of our team was nominated and received the 2019 Cake Award. This award recognises individual contributions to community engagement and the development of bi focussed events. • Deaf Action: We have met with the team at Deaf Action in order to explore how we can ensure our programmes and services are able to meet the needs of Deaf and Hard of Hearing LGBT people across Scotland. • NASWUT- The Teachers Union. We have been working with the Union to offer support and guidance on matters related to gender identity and how Teachers support pupils in school who are transitioning or questioning their gender identity.

What difference you made as a result

2.1 Research on the experiences of LGBT people living in Scotland

The LGBT in Scotland Health Report received significant media coverage when it was published in January, helping to publicise its findings:

- Stonewall Scotland Director Colin Macfarlane was featured on the 6pm news on both BBC and STV.
- Significant media coverage, including BBC Radio, local radio, The Herald, Evening Times, Daily Mail, Mail on Sunday, BBC1 Scotland and STV.

Stonewall received a response from the Mental Health Minister, Clare Haughey, who committed to meeting with LGBT organisations to discuss how we better address the needs of LGBT service users through the Mental Health Strategy (scheduled for September).

A number of MSPs tabled parliamentary questions, to ask the Scottish Government:

- What guidance the NHS provides to primary healthcare practitioners to help them understand and address the healthcare needs of trans people.
- How the NHS educates its staff at all levels regarding LGBT issues and discrimination.
- How the NHS handles the reporting and management of allegations of homophobic and transphobic abuse among its staff.
- What action it is taking to protect trans people from prejudice in the NHS and other public services.

There was also a motion tabled from Mary Fee about LGBT mental health, referencing our report, which received cross-party support.

There has been over 500 unique downloads, and hard copies have been disseminated across all 22 NHS Health Boards, as well as being made available to teachers and education professional at our Children and Young People Conference.

The report has been also used to:

- Raise awareness of LGBT people's mental health through coverage in the media.
- Feed into Scottish Government policy, including EQIA for the mental health strategy and consultation on the formation of a new Public Health Scotland body to demonstrate systemic health inequalities.
- Inform awareness raising sessions with employers and service users to help them better understand the experiences and needs of LGBT service users and staff.
- Inform panel discussions as well as wider presentations around abuse and discrimination. We were invited to participate on a Mental Health and Wellbeing in the Workplace by the Mental Health charity See Me. The panel was a key part of their annual conference, we were able to bring a valuable contribute to the discussions about Mental Health and Wellbeing at work, using our research and data to share lived experiences of mental health issues of LGBT people not just in Scotland but across the UK.

2.2 Community Engagement

- Bi Con: Attendance at this event and receiving the award has supported the team to develop new relationships and raise awareness of the work we do with

	<p>the Bi community across Scotland.</p> <ul style="list-style-type: none"> • LGBT Unity: The group fed back that this was a brilliant opportunity to chat to organisations and make connections that can support their work. This relationship will also be extremely valuable as we continue with our LGBT BAME engagement planning. • Deaf Action: As well as supporting us to understand how we can improve access for deaf and hard of hearing LGBT people the development of this relationship will support Deaf Action to review their literature and review access to services to ensure that any barriers for LGBT service users are identified and removed. • NASWUT: The Teachers Union. Through building this relationship and offering advice and information we were invited to deliver a workshop at the NASWUT annual conference in Glasgow. The workshop topic was focussed around Gender Identity and offered 20 teachers working in Scottish schools a better understanding on the Gender Recognition Act and best practice in supporting pupils who may be questioning/exploring their gender identity.
	<p>Outcome 3: Post 16 education and training providers will be better equipped to meet the needs of LGBT students and staff, and LGBT young people will be confident learners and better prepared for entering the workforce</p>
	<p>What you actually did</p> <p><u>3.1 Training for College and University Staff</u> Three colleges have been identified for the first programme which will be delivered in August 2019 to align with the college calendar. Two more clusters have been identified for further delivery in early 2020 (Y3Q3). We will report on all of these programmes in due course.</p> <p><u>3.2 School Role Models</u> We ran a training session in January 2019 for eight delegates. Over 30% of participants identified as disabled and/or trans, and 13% identified as BAME. 100% of the attendees rated the training as either “excellent” or “good” and 90% of the attendees said that they would “definitely” like to start going into schools as soon as possible after the training.</p> <p>In the second year of funding, five of our School Role Models undertook school visits, reaching out to nearly 400 young people from across Fife and Glasgow.</p> <p><u>3.3 Work Placement Scheme</u> After developing the pilot in 2018 Stonewall Scotland launched their new Work Placement Programme for young LGBT people aged 18-25 in January 2019.</p> <p>This programme offers the participants’ valuable work experience for a full week with an LGBT inclusive employer which is engaged with the Stonewall Diversity Champion programme.</p> <p>We contacted a range of Youth organisations in order to promote the programme, including The Princes Trust, LGBT Youth Scotland, Scottish Youth Parliament, Girlguiding and the Scouts. We also used our social media platforms to promote this opportunity.</p> <p>To date we have received six expressions of interest and three of these young people</p>

have been placed with our Diversity Champion organisations: Scottish Government, Skills Development Scotland and Burness Paul LLP. All of the young people who expressed an interest informed us that they saw the opportunity on our social media platforms.

The young person has an initial call with a member of Stonewall staff to discuss their application and match them with a participating organisation that best fits their career goals. Once we have a match, we meet with them in person to discuss the programme, introduce the workbook and discuss timeframes. During this time, we liaise with the Young Person and the placement ensuring a buddy is set up and a plan of work for the placement. Once the placement starts, we offer to assist them with their first day of placement but do encourage them to manage this themselves. Throughout the placement we are available for phone and email support to both parties.

Once the placement is complete, we follow up with both the young person and the placement to get feedback and review their workbook as well as the overall experience and next steps.

Initial feedback from the workplaces and young people shows they have been really happy with their experiences, with the benefits for the young people being increased understanding of diversity and inclusion, competency improvement and increased career confidence.

3.4 Young Leaders and Young Campaigners

As referenced in the last report, two young people from Scotland attended Stonewall's Young Campaigners Programme in October 2018.

3.4a Children and Young Peoples Conference

Further to a successful request for a variation in funding we were able to fund the Young Peoples workstream at this year's Conference held in Glasgow 22 May 2019.

The event was attended on the day by 77 attendees (59 practitioners and 18 young people from across Scotland). All 18 young people and 50% of the teachers who came with them were funded to attend the day.

Throughout the facilitated youth stream, the young people were given the opportunity, through interactive work and individual reflection, to engage with questions concerning:

- What it means to be an ally to everyone in the LGBT community.
- What an inclusive education means for them, and how they would like to engage their peers on their return to school in this work.

Students from Waid Academy and Kirkcaldy High School took part in the afternoon's Education Showcase, where they spoke directly with teachers about some of the thoughts the young people expressed in their workshops and what staff could do to better support the young people to ensure that LGBT identities are accepted and included in their schools.

What difference you made as a result

	<p>3.2 <u>School Role Models</u> One highlight of the year is a visit we attended at Hill Park Secondary School in Glasgow with three School Role Models for over 250 pupils. All three role models identify as LGBT and share their lived experience at school, work, with family, friends and wider community they also reinforce the power of allyship and offer the opportunity for questions to be asked. Feedback from the teachers was that the visit was great for their LGBT student group and that they are keen to have another visit in the next year of funding of the project.</p> <p>The session in particular had a beneficial impact for the young people who are part of the school’s LGBT student group, with the group proudly showing the School Role Models what activities they had done for LGBT History Month, as well as the gigantic banner which the teachers had put up in their school in a main stairwell – so that all the students in the school would be able to see it and recognise the school’s values of inclusion of LGBT identities.</p> <p>3.3 <u>Work Placement Scheme</u> This programme has given the participants’ valuable work experience with an LGBT inclusive employer which is engaged with the Stonewall Diversity Champion programme. The placement gives the candidates an opportunity to develop their skills in a professional environment, give them an insight into how an organisation operates and will help them develop the confidence to be able to be themselves in the workplace and see the benefits of this, as well as forming an addition to their CV. As part of this, the young person engages with their LGBT network group or champions and will receive a mentor. This is an opportunity for our Diversity Champions to engage with and empower young LGBT individual’s and to help them understand the unique challenges faced by young LGBT people coming into the job market.</p> <p>3.4 <u>Young Leaders and Young Campaigners</u> At least 92% of the Youth Stream attendees rated the different activities completed during the workshops as “excellent” or “good”.</p> <p>Qualitative feedback included:</p> <p><i>“The Youth Stream was excellent. Please do this again.”</i></p> <p><i>“The young people who participated seemed to get as much out of the conference as they contributed.”</i></p>
<p>5a</p>	<p>How has the project enabled your organisation to develop new connections and participate in new networks?</p>
	<p>We have maintained and continued to grow our relationships with bi+ organisations in Scotland, as shown by our continued involvement and support for Bitastic.</p> <p>This year we have also been able to develop new networks and partnerships with a number of different organisations, including a number of BAME LGBT groups. We have also continued to develop relationships with national-level organisations such as Deaf Action and the National Union of Students to ensure they are able to offer services that are intersectional and inclusive of Scotland’s LGBT community.</p>
<p>5b</p>	<p>How has the project enabled individuals to form new relationships and improve</p>

	the quality of their social contacts?
	Our programmes have enabled a cohort of delegates to interact and create their own networks. For example, the Bi+ Empowerment programme provides a rare opportunity for bi delegates to meet and talk with each other, a vital thing for bi people who often feel isolated in their own communities.
6	Have there been any unanticipated outcomes or achievements you have not mentioned?
	By having young people attend our Children and Young People conference, we were able to present them with the opportunity (particularly those from more rural and isolated schools) to engage with peers from other areas of Scotland. This allowed them to understand that, while their lived experiences in their wider community outside of school may not be as positive as they would have liked, this work is also going on elsewhere and they are not alone in these experiences, allowing them to build solidarity with one another during the day.
7	Have there been any significant challenges or changes?
	We continue to face challenges engaging with BAME LGBT people in Scotland. As Stonewall are currently undertaking a race equity project, with the aim of improving these links and relationships, we hope this project will provide learnings that Stonewall Scotland can take forward to ensure our work is as diverse and representative of the LGBT community as possible.
8	What have you learned?
	<ul style="list-style-type: none"> • Engaging with BAME LGBT communities in Scotland In summer of 2018 we began an internal programme to challenge and change our culture and ways of working to ensure that Black, Asian and Minority Ethnic people are accepted without exception in Stonewall and BAME/POC communities see that Stonewall is an organisation that fights for the rights of all LGBT people. We are working with AMD Consulting who are race equity and organisational change experts over a three-year period to support the organisation to radically transform the way it works with and for BAME/POC staff and communities. We want our staff to reflect BAME/POC people, well exceeding census targets and we want all staff to prioritise BAME issues in all our work and to empower BAME communities through this work. The learning from this work will help shape Stonewall Scotland's approach to delivering the BAME LGBT community engagement outlined in this project. • Engaging with disabled LGBT Scottish people This year we have seen an increase in LGBT individuals with disabilities accessing our programmes. This demonstrates a real appetite from this community to be more visible and have their voices heard. This is helping our thinking on our future engagement and service development. • LGBT Youth programme development in Scotland This project has taught us that there is a real appetite for us to offer a Youth programme specifically for Scottish young people, and this is something we will look

	to develop in the next couple of years.
9	What will you do next?
	<p>Next year we will:</p> <ul style="list-style-type: none"> • Run one community empowerment programme • Run three public sector Trans Allies programmes • Continue to work with our alumni • Run one community engagement event • Run one further and one higher education Train the Trainer programme • Continue our School Role Models visits • Learn from our Work Placement Scheme activity in Year 2 and run the programme again • Support Scottish delegates to participate in Young Leaders and Young Campaigners
10	Your big success story is:
	<p>In July ██████ took part on a week's work experience placement at Burness Paull LLP. ██████ is a Chinese post graduate student studying here in the UK and was interested in finding out what it was like to work in a busy law firm, as he had not had any experience in this field previously. During the week, ██████ was able to experience several different departments within the organisation in their offices in Glasgow and Edinburgh, including the business development and corporate finance departments, and was able to experience the realities of working in a law firm. Speaking about this, ██████ has said that the experience has massively helped him understand the working environment in law and removed some of the preconceptions he had about the corporate working culture. It has also helped him gain practical experience and helped him build confidence at talking to people at all levels of the organisation.</p> <p>██████ had a mentor during the week who supported him throughout the placement, and on his final day he was taken to lunch by one of Burness Paull's partners and a senior associate who are also involved in Burness Paull's equality and diversity group. ██████ commented that Burness Paull was a really inclusive organisation where he felt free and able to be himself in the workplace. He felt valued and part of the team, with staff members asking him for his opinions, to share his knowledge and to give some recommendations for Beijing, where a partner in the firm was due to visit. ██████ said, 'It has been really beneficial for me as an LGBT person to build my skills and my confidence' and has helped with his career development as he continues with his studies.</p> <p>Stonewall Scotland provides a reflective work diary for the participant to fill out during the week. As part of this, the participant is asked to rate their different skills and confidence before and after taking part in the programme. As a result of taking part in this programme, ██████ rates his confidence, problem solving skills, learning information skills and working with others as improved, with all skills rates as strong. Burness Paull commented that ██████ had got on really well during the week's work experience placement and that the positive feedback they had received was fantastic.</p>

Guidance Notes – Equality Budget 2017-20

When completing this report please ensure that you do not exceed 12 pages

1	About your organisation
Guidance note 1 Briefly tell us about your organisation as a whole including aims and objectives of your organisation.	
2	About your funded project
Guidance note 2 Here we are interested in your project that is funded by the Equality Budget. Please provide a brief outline of the project, however if the grant is part-funded alongside other grants, please tell us about the project as a whole.	
3	What Fund Outcomes you are working towards? Please refer to your original application or re-profiling form if the original outcomes have changed.
Guidance note 3 Here you should list the Fund Outcomes you are working towards: the overall outcomes the Scottish Government is seeking to achieve by providing this funding.	
4	How much progress has been made towards your Project Outcomes? Please tell us about each of your outcomes separately:
Outcome 1:	
What you actually did	
Guidance note 4 Here we are interested in the activities you undertook to achieve this outcome. Please give a brief description of each activity and the reason why you did this. For example, in addition to saying 'we provide group work', tell us about what the group does, who typically participates, how it supports the individuals involved, and what happens during a session. You may wish to describe your activities in separate paragraphs or, if you prefer, you can use bullet points to identify key information. Separate headings have been provided in this section. If you would prefer to include the evidence of your work (what difference was made as a result) after each activity rather than in a separate section, please feel free to include this as one narrative. Please note that there is a separate section for talking about challenges and changes.	
What difference you made as a result	
Guidance note 5 This section is where you provide your 'evidence' of the difference you made through your activities. This evidence should link to the indicators of change include in your original application or re-profiling form. This could include targets reached, case studies, quotes, hard evidence and statistics, links to electronic files/websites/videos, observations, questionnaire results, the media, or through anonymised development plans charting progress. You may also want to refer to appendices in this section. Your evidence should demonstrate the broad impact of your activities as well as individual experiences of service users. Where you are talking about individuals, please tell us if it is a common or unique story. We would also like to know how you collected the information and to give examples, where possible, of how you linked your evaluation to your activities.	

For example, progress recorded through one to one support, or perhaps a creative group activity or a training course. In addition detailing evidence, please describe why it is relevant and important to support understanding of the value of the work.

If required, this section can also be used to describe the nature of your work and to address some of the misconceptions around what might be a 'successful outcome' for your service users and/or beneficiaries. For example, where an individual experiences low self-esteem or lack of confidence, the difference may be that the service user voices their opinion more as a result of the support provided; or barriers to employment are reduced due to employment advice.

Outcome 2:

What you actually did

Guidance note 6

If activities to meet the outcome have already been described above, please state this, e.g. "See activity X (group work, one to one, awareness programmes, etc)". However, if there is additional information about the activity that is specific to this outcome, please also include this here.

It is important that evidence of the impact or difference this activity has made is provided for each specific outcome.

What difference you made as a result

As detailed in guidance note 5.

Outcome 3 and 4

As detailed in guidance notes 5 and 6

5a

How has the project enabled your organisation to develop new connections and participate in new networks?

Guidance note 7

Has the grant allowed your organisation to engage with other organisations; developed new connections; and/or participate in new networks, including any funded through this programme or other Scottish Government funding? Please describe the relationships and what impact this has had on your work.

Has the grant allowed community based organisations to interact in ways which did not happen before the funding was awarded? If so, please give examples.

5b **How has the project enabled individuals to form new relationships and improve the quality of their social contacts?**

Guidance note 8

Has the grant allowed individuals (service users, beneficiaries, volunteers, etc) to benefit by forming new relationships and improving the quality of their social interactions? If so, please give examples.

6 **Have there been any unanticipated outcomes or achievements you have not mentioned?**

Guidance note 9

Were there any unanticipated outcomes or any unexpected activities, for example, additional activities or resources that were not included in your application?

Please remember that this is an opportunity to talk about achievements over and above that which was set out in your application as well as possible negative outcomes or assumptions that have been disproven.

7	Have there been any significant challenges or changes?
<p>Guidance note 10 Did anything happen that impacted on the achievement of your outcomes?</p> <p>We are aware that you will experience many challenges due to the very nature of your work, however, this section is for capturing unforeseen challenges or changes to your circumstances, for example, staffing issues, funding challenges, environmental or organisational changes. It may also be appropriate to outline any increased demand for your services or activities.</p>	
8	What have you learned?
<p>Guidance note 11 What you have done, or intend to do, as a result of this learning? What have you learned over this funding period and have there been any changes made to the way your organisation operates as a result? For example, you may have changed or refined your outcomes. Future developments should also be recorded in this section.</p>	
9	What will you do next?
<p>Guidance note 12 Please tell us, as a result of your learning, what you plan to do during the next funding period. Will anything change as a result of your learning? How do you intend to address the challenges you have identified earlier in the report.</p>	
10	Your big success story is:
<p>Guidance note 13 If appropriate, please provide a short case study that demonstrates change as a result of your organisation's intervention. This should be limited to one page and may include quotes, photographic or visual evidence to support your case study.</p> <p>Some tips for a successful case study are:</p> <ul style="list-style-type: none"> • Be clear about the purpose and message you wish to convey, e.g. awareness, information, showcase success, explain challenges, learning. • Use the name or initials (anonymised), gender and age if the case study is based on an individual. Any other identifying details should also be removed and consent should be sought from the individual concerned, including for any quotes used. • A photo or picture which represents the issues your project is supporting (not necessarily of an individual unless explicit written permission is given). Graphs can also be used as illustration. • If possible, make it personal. Quotes can be put at the top or the end of a section to highlight points that might otherwise get lost in the body of the text. NB. Observations from service providers and family, etc. are useful. • Keep your writing as clear and simple as possible: try to avoid jargon. • Keep sentences short and sharp, and avoid long paragraphs. • Key points may be highlighted to draw the attention of the reader. 	

Six monthly progress report

(July – December)

Equality Budget 2017-20

Organisation: *Stonewall*
Project: *Enhancing Lesbian, Gay, Bisexual
and Transgender (LGBT) inclusion in Scottish public life*
Completed By: *[REDACTED]*
Period: *July – December 2018*

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

Project Information

Name and Position of Main Contact Person	[REDACTED] Programmes Manager
Funding Programme	Equality intermediary and national projects
Amount of Grant Received	£290,000
Project Website (if applicable)	www.stonewallscotland.org.uk

1	In a few sentences, tell us about your funded project (see guidance note 1)
	This project directly addresses the issue of discrimination against LGBT people in Scotland by empowering LGBT people and allies to tackle discrimination. We are doing this by equipping public service providers to meet public sector equality duty, and by supporting post-16 education and training providers to meet the needs of LGBT young people as they prepare to enter the workforce.
2	What Fund Outcomes did you work towards? (see guidance note 2)
<input checked="" type="checkbox"/>	Discrimination against people who share protected characteristics is reduced, and multiple discrimination is addressed so that barriers to participation are reduced.
<input type="checkbox"/>	People covered by hate crime legislation experience lower levels of hate crime.
<input checked="" type="checkbox"/>	People and communities are supported to participate in and engage with services and civic society; their contribution is recognised and community cohesion is increased.
<input checked="" type="checkbox"/>	Current imbalances in representation in all aspects and levels of public life, including education and employment, are addressed to better reflect our communities.
3	How much progress has been made towards your project outcomes? (see guidance note 3a and 3b)
	Project Outcome 1: LGBT people and allies are empowered to create positive change in their workplaces and communities and tackle discrimination
	<p>What you actually did:</p> <p><u>1.1 Community Empowerment Programmes</u></p> <p>This year's community empowerment programme will take place in the second half of the year.</p> <p><u>1.2 Public Sector Trans Allies Programme</u></p> <p>Stonewall Scotland piloted our first ever Trans Allies programme in July 2018. Of the 29 attendees of the event, 22 submitted post-evaluation forms (75.9%)</p> <p>As a result of this programme 86.4% of respondents stated that they had identified achievable ways to step up as a trans ally in their workplace.</p> <p>Some of the positive qualitative feedback for this question under the Strongly Agree and Agree categories was as follows:</p> <p><i>'I can now be a trans ally and feel more knowledgeable about how to have conversations'</i></p> <p><i>'I will certainly assume a more vocal stance on challenging pronouns and identities in a supportive and educational way'</i></p> <p><i>'I have access to some great resources to help me step up – thanks!'</i></p>

'It is vital to keep myself educated and up to date on trans issue to be a good ally'

'I wrote down an action plan and am determined to follow through now!'

'Our organisation is just starting its journey of visibly promoting specific LGBT concerns. Once our trans policy is published I'm hoping this starts some mental health debates'

For those who Disagreed or Strongly Disagreed, there was a desire to learn more by having more time:

'I enjoyed this section of the day but feel more time could have been devoted to it'

'I would suggest that training to be delivered on two days – more focus on change in business would be beneficial'.

1.3 Alumni Engagement

We engaged with Stonewall Scotland Alumni in a variety of different ways over the last six months:

- Stonewall Scotland Alumni featured in Stonewall's *Starting Out Guide 2018-19*, our flagship LGBT careers guide. This included a profile on Claire McClean (Perthshire and Kinross Council), who is a Trans Allies and Role Models alumni.
- Alumni from our Leadership programme have established a Senior Leadership Alumni Network, consisting of senior LGBT leaders from multiple sectors in Scotland. Stonewall supported them to facilitate a kick-off meeting and we will continue to work with the group as the network develops its objectives, terms of reference and an action plan.
- Incorporated more information about alumni engagement as part of our programme content.

What difference you made as a result:

- As highlighted in the above qualitative feedback, participants in the programme were able to increase their confidence and knowledge on how to support trans colleagues. As a result, they will be able to ensure their workplaces are inclusive for trans individuals.
- The development of our Alumni programme over the last six-months has helped to ensure that we are able to continue to engage with LGBT role models and allies throughout Scotland after they have attended our programme, enabling us to continue to work with and support them, as well as providing critical volunteering opportunities for our work.

Project Outcome 2: Public services providers will be better equipped to meet the demands of the public sector equality duty in relation to LGBT and intersectional communities

What you actually did:

2.1 Research on the Experiences of LGBT People in Scotland

This year we have utilised the research from our LGBT in Britain report to produce a specific report *LGBT in Scotland – Health*, which explores the experiences of LGBT people when accessing healthcare across the country. This report was launched in January 2019. Key findings from the report include:

- Half of LGBT people (49 per cent) have experienced depression in the last year, including seven in ten trans people (72 per cent).
- More than half of trans people (52 per cent) have thought of taking their own life in the last year.
- One in six LGBT people (16 per cent) have deliberately harmed themselves in the last year.
- One in ten of LGBT people aged 18-24 (11 per cent) have taken drugs at least once a month in the last year.
- Four per cent of LGBT people have been pressured to access services to question or change their sexual orientation.
- One in seven trans people (14 per cent) have been pressured to access services to question or change their gender identity.
- One in four LGBT people (24 per cent) have witnessed discriminatory or negative remarks against LGBT people by healthcare staff.
- One in eight LGBT people (13 per cent) have received unequal treatment from healthcare staff because of their sexual orientation or gender identity.
- Almost two in five trans people (37 per cent) have avoided healthcare treatment for fear of discrimination.
- One in four LGBT people (27 per cent) have experienced healthcare staff having a lack of understanding of specific lesbian, gay and bi health needs.
- Nearly three in five trans people (59 per cent) have experienced healthcare staff having a lack of understanding of specific trans health needs.
- One in seven LGBT people (14 per cent) aren't out to any

The full report and recommendations can be found on our website.

2.2 Community Engagement

Our key community engagement over the past six months has focused on a number of different community groups:

- Stonewall Scotland attended this year's BiTastic event, which took place in Stirling on 22nd September 2018. Supported two Stonewall Alumni to deliver workshops on the topics of 'Subcultures of the Bi+ community' and 'Polari: Speaking Queer under Oppression'.
- Stonewall has been working with the LGBT Unity BAME Asylum Seeker group in Glasgow, providing them with a free market place and covering travel costs for our Workplace Conference in November.
- Stonewall Scotland attended this year's BiCon, where a member of staff received an award recognising their service to the bi community.

- Continued to meet with a variety of community groups, including NUS Scotland, Deaf Action and several faith groups.

What difference you made as a result:

- The *LGBT in Scotland – Health* report has provided vital evidence for the experiences of LGBT people in Scotland when accessing healthcare services. We will utilise the findings of this work as part of our partnership with NHS Scotland, as well as in our wider work with healthcare institutions to help ensure that LGBT people in Scotland receive improved healthcare provision.
- Community engagement activities over the last six months has enabled Stonewall to work with new groups and ensure that our work is representative of and reaching out to the full diversity of Scotland’s LGBT community. In particular, we have made our first steps in working more closely with the Scottish BAME LGBT community, which will ensure that we are able to develop community empowerment programmes in consultation and partnership with BAME groups.

Project Outcome 3: Post 16 education and training providers will be better equipped to meet the needs of LGBT students and staff, and LGBT young people will be confident learners and better prepared for entering the workforce

What you actually did:

3.1 Training for College and University Staff

Stonewall has begun working on plan for this activity, which we are planning on rolling out in 2019.

3.2 School Role Models

We have engaged a number of schools to participate in our School Role Model programme, but no visits have occurred over the last six-months. However, we have scheduled three visits to take place in February (including in Kinlochleven and Hillpark Secondary School in Glasgow). We are also delivering a training session for School Role Models in January.

3.3 Work Placement Scheme

We have made significant progress on this activity over the last six-months. We have recruited six placement organisations for the first pilot of the scheme;

- RBS (finance)
- Golden Jubilee Foundation (NHS)
- Queens Cross Housing (Social Housing)
- Perth & Kinross Council (Public Sector)
- Skills Development Scotland (Education)
- Burness Paul LLP (Legal)

We have also developed a new resource to support organisations and young people engaging this scheme. Finally, advertising for the programme has begun and we will look to confirm participants between January and February in 2019.

3.4 Young Leaders and Young Campaigners

Two young people from Scotland attended Stonewall's Young Campaigners programme in October this year.

The Stonewall Young Campaigners Programme provides young LGBT people with a critical opportunity to develop as campaigners, working with them to identify goals for LGBT-inclusions and working with them to create a plan for campaigns that will create change within their targeted community. As a result of the Young Campaigners' Programme in October, 100 per cent of participants said they have a network of other young campaigners they can draw on for support and 100 per cent said they have the skills and confidence to plan a campaign to support LGBTQ people.

What difference you made as a result:

- The Work Placement Scheme will represent the first time Stonewall Scotland has run a programme with this focus. It will provide a vital opportunity to support both LGBT young people to gain vital experience with LGBT-friendly employers, and Scottish employers to create more inclusive environments for LGBT people in their workplace.
- One of the Scottish delegates is now carrying out work in their old secondary school to make life for its LGBTQ+ students better. This includes talking to teachers about an Equality Forum (with a view of spreading this to other local schools), as well as producing a resource that will be handed around the school to support LGBTQ+ students. The second delegate is working closely with their university to influence trans inclusion at events and for students attending the university and staying in accommodation. Following on from the programme, we will continue to work with these young people throughout the year as they deliver their campaign, providing them with additional support and guidance.

4 Has the project enabled your organisation to maintain and/or develop connections, networks and partnerships? (see guidance note 4)

As highlighted in the community section above, this year we have been able to develop new networks and partnerships with a number of different organisations. This includes developing partnerships with a number of BAME LGBT groups, which will prove critical to our work on BAME LGBT inclusion. We have also continued to work with a number of national-level organisations (like Deaf Action and the NUS) to ensure they are able to offer services that are intersectional and inclusive of Scotland's LGBT community.

5 Have there been any significant challenges or changes? (see guidance note 5)

In line with the above, it is worth highlighting that despite the work undertaken over the last six-months in engaging with BAME LGBT groups, we have not progressed with this work as quickly as we had originally envisioned. As a result, during this reporting period we have had an emphasis with building strong relationships with BAME groups so that we can develop a strong and high-impact community empowerment programme in Year 3 of the project.

6	<p>What have you learned? (see guidance note 6)</p> <p>The LGBT in Scotland: Health Report shows the extent of the health inequalities faced by LGBT people. It highlights experiences of poor mental health, substance abuse, discrimination in healthcare environments, and challenges in accessing health services.</p> <p>Fortunately, we've seen strong commitments from NHS Scotland to ensure health services meet the needs of LGBT people. Over the last two years, we've worked in partnership with all 22 Health Boards to upskill NHS Scotland to better understand the healthcare needs and barriers to access of LGBT people, and to develop inclusive workplaces in which LGBT staff members are supported and valued. This ongoing work is critical to ensuring our services continue to improve.</p> <p>But there's much more to be done, not least ensuring that healthcare staff receive comprehensive and effective training on the physical and mental health needs of LGBT patients, so they have greater awareness and understanding, and are better able to tackle discrimination and harassment. Effective monitoring of sexual orientation and gender identity will highlight inequalities in LGBT patients' experiences and outcomes and help address them through the development of targeted services and initiatives.</p>

Guidance notes for six monthly progress report

Guidance note 1: About your funded project (no more than 250 words)

Please tell us about the part of your project that is funded by the Scottish Government grant. Please give us a brief outline of the project and, if the grant is providing part funding of the project alongside other grants, please tell us about the project as a whole.

Guidance note 2: What Fund Outcomes did you work towards?

The Fund Outcomes were set by the Scottish Government in application documentation. Please tick the relevant Fund Outcomes that you are working towards (you should be working towards a minimum of one and a maximum of three fund outcomes). Refer to your original application or re-profiling form if the original outcomes have changed.

Guidance note 3: How much progress has been made towards your Project Outcomes?

Project Outcomes were set individually by each organisation. In sections 3a and 3b, please tell us about each of your outcomes separately – no more than one page of A4 per outcome.

Guidance note 3a: What you actually did

Here we are interested in hearing about the activities you undertook to achieve the project outcomes. Please give a brief description of what you did under each, and the reason why you did this particular activity. For example, in addition to saying 'we provide group work', tell us about

what the group does, who typically participated, how it supported the individuals involved and what happened during a session. You may wish to describe your activities in separate paragraphs or, if you prefer, you can use bullet points to identify key information.

We have provided separate headings in this section. If you would prefer to include the evidence of your work (what difference we made as a result) after each activity rather than in separate sections then please feel free to write as one narrative.

Guidance note 3b: What difference you made as a result

This section is where you provide your **evidence** of the difference you have made through your activities. This could include quotes and other soft evidence, hard evidence and statistics, links to electronic files/case studies/websites/videos, observations, questionnaire results, the media, or through relevant sections of anonymised support plans charting progress.

Guidance note 4: Has the project enabled your organisation to maintain and/or develop connections, networks and partnerships? (no more than 500 words)

Has the grant allowed your organisation to engage with other organisations, develop new connections and/or participate in new networks, including any funded through Equality Budget funding? If so, please give examples describing the relationships and what impact this has had on your work.

Guidance note 5: Have there been any significant challenges or changes? (no more than 500 words)

We are aware that you will experience many challenges due to the very nature of your work. However, this section is for capturing unforeseen challenges or changes to your circumstances, e.g. staffing issues, funding challenges, environmental or organisational changes, and partnership working. You may also want to talk about increased demand for your service or activities if appropriate.

Guidance note 6: What have you learned? (no more than 500 words)

What have you learned since the project started? What you have done, or what do you intend to do, as a result of this learning? Have you made, or do you intend to make, any changes to the way you operate as a result? For example, you may have changed or refined your outcomes.