



Workforce Practice Unit

Enquiries to:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Your ref:

Our ref: Stonewall/NHSS/2017-18

13/09/2017

Dear [Redacted],

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 £40,000 STERLING, payable over the 2017/18 and 2018/19 financial years (31/07/2017 to 31/07/2018) 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 the implementation of the Partnership Information Network (PIN) Equality and Diversity policy.
- 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 (including their physical, sexual, reproductive and mental health, and 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 LGB 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 LGB people's needs and experiences.

- 2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are:
- A priority target for 2017/18 is to ensure that 50% of healthboards in Scotland submit to the WEI index. An interim report including participation rates will be prepared by November 2017; a final project report will be submitted in August 2018.
 - 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 workshop support activity as detailed under the enhanced project deliverables heading of the project outline appended at Schedule 1.

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 instalment 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 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 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 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

[Redacted]

[Redacted]

[Redacted]

GRANT ACCEPTANCE

On behalf of Stonewall Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated 21/08/2017 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 year 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 50 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 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.

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 11 additional meetings and associated travel expenses).
- Deliver one workshop for CEOs and Board Members of NHS Boards to build their understanding on the experiences and issues facing trans people when accessing healthcare. This includes programme development and logistics, staff travel, workshop delivery by two trained Stonewall facilitators, and development and dissemination of post-event learning materials and evaluation.
- In partnership with NHS Boards, provide tailored regional bite-sized learning sets, in order to better equip their staff on gaps identified as part of the training and development analysis. This includes a minimum of four sessions, including content development, staff travel, delivery by a trained Stonewall facilitator, and development and dissemination of post-event learning materials and evaluation.
- Deliver one workshop for NHS Scotland representatives on the health inequalities experienced by trans patients. This includes programme development and logistics, staff travel, workshop delivery by two trained Stonewall facilitators, and development and dissemination of post-event learning materials and evaluation.
- 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.

Outcomes:

- A minimum of 50 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 November 2017. 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 2018. Stonewall will provide a final 12-month report to NHS Scotland to monitor progress towards these outcomes. This final report will be provided in August 2018, 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 be available to present the details of this report, and a full project evaluation, to senior leaders in September 2018.

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £40,000 shall be payable by the Scottish Ministers to the Grantee **quarterly** on receipt of a completed claim for Grant in the form set out in **SCHEDULE 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable over the period 31/07/2017 to 31/07/2018. 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: 2017/2018 £40,000

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 13/09/2017 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 NHSScotland

This is to confirm that the grant claimed by Stonewall Scotland in relation to the above Programme during the period ending 31 July 2018 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of 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.



Enquiries to:
[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

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

Dear [Redacted],

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

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

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.



Enquiries to:
[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

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

Dear [Redacted],

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

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

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.

Stonewall Scotland and NHS Scotland: 2018-19 Annual Report

The primary focus of the first half of the year was supporting Health Boards who were involved in the 2019 Workplace Equality Index submission. The second half of this year of the project was focused on the healthcare priorities as set out in the project plan.

The sections in **bold** are developments that have been made in the six months since the submission of the mid-year report.

Progress Report on Project Deliverables 2018-19

Key

Green: Completed

Amber: Ongoing

Red: Not on track

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

Project Deliverable	Progress	
1. Work with NHS Scotland Boards to submit to and improve their WEI ranking as a measure of progress toward LGBT inclusion in their workplaces	<ul style="list-style-type: none"> For our 2019 Workplace Equality Index (WEI), 11 out of 20 (50 per cent, against a target of 70 per cent) of the Boards submitted. We have audited the workplaces and policies of 11 Boards (50 per cent) this year, 13 Boards (60 per cent) in the past two years and 16 (73 per cent) in the last five years. Capacity issues and waiting for the rollout of Once for Scotland policies may go some way to explaining why more boards did not submit to the WEI this year. In the future, a more coordinated effort between Stonewall Scotland and NHS Scotland, to express which aspects of policy change are priorities while we await the Once for Scotland rollout might go some way to increasing the number of submissions. Two Boards did not want to submit to the WEI as they had submitted last year but not made any substantial changes since. Stonewall Scotland will continue to use the Index as a baseline to support the ongoing work of these Boards. In line with our targets, 100 per cent of all Boards were invited to submit, offered a pre submission review. 	

	<ul style="list-style-type: none"> • We held additional meetings with particular Boards to advise them on developing their Transitioning at Work policies. 	
2. Support the Boards to follow action plans based on our WEI recommendations	<ul style="list-style-type: none"> • All Boards were invited to submit to the 2020 WEI and were offered a pre-submission review. • 11 of 22 Boards have submitted to the 2020 Index. This is the same number as last year (50 per cent). In the last two years we've reviewed submissions from 14 Boards (64 per cent). In the last three years we've reviewed submissions from 15 Boards (68 per cent). • 7 of the Boards have not engaged with the WEI in the last 3 years. The WEI 2021 will mark the start of a new 3-year cycle, where we set out our aims and priorities; re-engaging with these 7 Boards will be a priority for us moving into the new cycle, in the second half of the 2019-20 funding period. • Four Boards were offered a pre-submission review. 	
3. Work with the NHS boards, leadership, and workforce development team to support the development of best practice Once for Scotland policies relevant to LGBT equality issues	<ul style="list-style-type: none"> • We were consulted on the Bullying and Harassment core policy. • We have not been invited to consult on any further policies. 	
4. Work on inclusive recruitment	<ul style="list-style-type: none"> • NHS Scotland continues to be a Founding Partner on our Proud Employers website; the NHS Scotland logo is given a priority placement next to other Founding Partners, with a direct link to the dedicated recruitment site. Stonewall Scotland also promotes board-level appointments through our social media platforms. 	
5. Work towards best practice on national procurement and support NHS Scotland Procurement Department	<ul style="list-style-type: none"> • We have worked with individual boards regarding procurement, however the majority of procurement is managed nationally. We will be seeking support in making contacts with the NHS Scotland Procurement Department and will be able to provide our best practice guidance as well as offer review and input on any policy development. 	

	<ul style="list-style-type: none"> In the 2019-20 funding period we will be initiating the nationally focused approach to procurement. 	
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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

Project Deliverable	Progress	
1. Advocate for the needs of trans patients in the provision of gender identity services	<ul style="list-style-type: none"> Stonewall Scotland representatives sit on the National Gender Identity Clinic Network Steering Group, and have attended one out of two meetings in the last six months of this funding year. 	
2. Disseminate research, guidance and resources on trans needs in healthcare services to NHS Board Equality & Diversity leads	<ul style="list-style-type: none"> We have shared research, by Stonewall and other organisations, on the specific healthcare needs of trans people in order to inform and upskill NHS Scotland. The key research we have shared was our own LGBT in Scotland: Health Report. Key findings from this report revealed that: <ul style="list-style-type: none"> ○ Half of LGBT people (49 per cent) have experienced depression in the last year, including seven in ten trans people (72 per cent). ○ One in four LGBT people (24 per cent) have faced discrimination in healthcare settings. ○ Almost two in five trans people (37 per cent) avoid seeking healthcare for fear of discrimination from staff. We have also shared with the Boards a tailor-made NHS Scotland LGBT Inclusion Project Resource Pack which includes access to our: <ul style="list-style-type: none"> ○ LGBT workplace stories ○ Standing up for LGBT inclusion ○ Securing senior buy-in ○ The employee lifecycle ○ Inclusive Policy Toolkit ○ Getting monitoring right ○ Trans workplace series ○ Scottish role models ○ 10 steps to LGBT inclusive communications ○ Service Delivery Toolkit 	

	<ul style="list-style-type: none"> ○ Delivering LGBT-inclusive phone services ○ Delivering LGBT-inclusive digital services ○ Delivering LGBT-inclusive face-to-face services ○ Meeting the public sector equality duty 	
<p>3. Deliver Trans Allies programme</p>	<ul style="list-style-type: none"> ● We delivered an all-day Trans Allies programme for NHS Scotland Boards in Dundee on 27 June 2019. The programme empowered 20 attendees to be active and positive allies who work to create more inclusive workplaces for all trans people. ● As a result of the programme: <ul style="list-style-type: none"> ○ 100 per cent of delegates indicated they had a greater understanding of trans identities and terminologies, compared with 46 per cent who felt they had an understanding prior to the programme. ○ 100 per cent of delegates indicated they have developed an understanding of common forms of transphobia and how to respond to them, compared with 36 per cent of delegates who felt able to do this before the programme. ○ 100 per cent of delegates felt they could identify achievable ways to step up as a trans ally in their workplace compared to 35 per cent of delegates before the programme. ○ 100 per cent of delegates felt that they had fully or mostly achieved what they hoped to from the programme. ● Through the programme, participants explored: <ul style="list-style-type: none"> ○ Language and terminology ○ Heard personal stories and lived experiences from trans people in society and at work ○ Their own responsibility and influence when it comes to creating an inclusive workplace ● Attendees gained a deeper understanding of the common impacts of transphobia on trans people and the trans community, as well as the practical ways to step up as an effective and positive trans ally. 	

	<ul style="list-style-type: none"> • Following the programme, the attendees were encouraged to think of themselves as a network of trans allies who can create more inclusive workplaces together through mutual support and shared learning. • We sent all of the Boards the slides from the programme so that the learning could be shared with those who were unable to attend. • We also sent all of the Boards additional guidance from NSS and GMC on how to support trans patients, specifically regarding changing their details in patient records. 	
4. Support boards to develop trans-inclusive health services and resources	<ul style="list-style-type: none"> • We have committed to this activity consistently throughout the project. One example from the last six months has been an in-depth review of the training given to one Board's frontline staff on how to support trans patients. We hope this feedback will be shared across all Boards. • Stonewall Scotland also consulted with NES on the process of registering deaths and issuing death certificates, so that it might be more trans inclusive. 	
5. Produce a set of knowledge resources for NHS Scotland staff to increase skills and confidence in caring for trans patients	<ul style="list-style-type: none"> • We are in the final stages of developing a 'just in time' e-learning module for healthcare practitioners who have trans patients and need guidance on how best to treat them. 	

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

Project Deliverable	Progress	
1. NHS Scotland staff will receive a 20 per cent discount on workplace conference tickets (November 2018)	<ul style="list-style-type: none"> • Two Boards were represented at Stonewall Scotland's Workplace Conference. • This year's conference took place in Edinburgh on 23 November 2018 and brought together over 200 people from public, private and third sector organisations to share the latest innovative thinking, learn about our best practice and develop ideas for creating inclusive 	

	workplaces, where everyone is able to be themselves. We hosted interactive breakout sessions, keynote speakers and a panel discussion.	
2. Provide access to Stonewall's resource library	<ul style="list-style-type: none"> NHS Scotland Boards have access to our library of resources, including best practice workplace inclusion and LGBT service provision. 	
3. Identify, highlight and disseminate research, guidance and materials on LGBT people's healthcare needs	<ul style="list-style-type: none"> Reflecting feedback from last year asking for more consistent engagement from Stonewall, this year we began sending regular email communications to all the Boards via their Equality and Diversity leads. These updates included: <ul style="list-style-type: none"> Updates on the partnership Signposting to good practice resources Reminders about upcoming awareness days and suggested copy for internal and external communications on those days Updates on Stonewall's wider work We sent regular communications at least once every six weeks, and usually a few times a month. Stonewall Scotland consulted with several health boards on various LGB healthcare needs, including mental health strategies, the construction of buildings to create LGBT-inclusive environments and services, and the creation of the Public Health Scotland Board. We have identified ways to work with the new Public Health Scotland, and through Information and Knowledge services to identify data on LGBT people's health needs. 	
4. Create an easily accessible resource for NHS Scotland on the healthcare needs of LGB patients	<ul style="list-style-type: none"> We are undertaking a review of the LGBT and Public Services online resource. This will need significant changes and we are in discussions with NHS Scotland on how best to take this forward. 	

Enhanced Project Deliverables

Project Deliverable	Progress	
1. NHS Scotland LGBT Network Group	<ul style="list-style-type: none"> We have made ourselves available as a resource for the new national staff network, linking them up with existing staff networks 	

	<p>across Scotland and the UK more broadly, and providing advice and input on how to foster engagement.</p> <ul style="list-style-type: none"> • We recommended that staff are guaranteed protected time for participation in the NHS Scotland LGBT national staff. 	
2. Initial meeting of interested members	<ul style="list-style-type: none"> • We have offered to meet with interested members of the LGBT National Network Group, which as of yet have not been accepted. • We will continue to offer our support to the emerging National LGBT Staff Network Group. 	
3. NHS Scotland in-house LGBT Role Models	<ul style="list-style-type: none"> • Stonewall Scotland and NHS Scotland agreed that a Trans Allies programme was more greatly needed than an LGBT Role Models programme, and this programme took place on 27 June 2019. 	
4. Invited Scottish Health Boards to march with us in Pride parades	<ul style="list-style-type: none"> • Boards without large cities such as Glasgow, Edinburgh and Inverness, have fed back that they experience challenges in being removed from LGBT cultural life, which manifest in LGBT staff being more isolated from the community. • We invited Boards to march with us at the Scottish Pride parades which we attended this year, which were: <ul style="list-style-type: none"> ○ Pride Edinburgh ○ Proud Ness (Inverness) ○ Fife Pride • This gave these NHS Scotland staff the opportunity to march under their own NHS banners or march alongside Stonewall Scotland, and in either case, foster a sense of collective community and pride. 	

Learnings

- Current monitoring infrastructure of staff and service users is binary (male and female only) and therefore does not capture data on non-binary people; it also means that the data inaccurately records non-binary people as either male or female. We have spoken to NSS about updating the digital infrastructure for the way patient's data is recorded and would be keen to continue those conversations regarding staff too.
- We have identified a gap in policy development for single sex services and how to make these services accessible to trans service users. We are especially keen to support the development of policy regarding single sex services which do not have easily accessible alternative services available.

- We have started to build relationships with other health bodies that will be beneficial to NHS Scotland, such as the Royal College of Physicians and Surgeons of Glasgow.

Summary of priorities for first half of next year

- Reengaging all of the Boards with our work
- Supporting No Bystanders campaign
- Benchmarking for WEI 2020
- Delivering Senior Leaders programme
- Rolling out the 'just in time' e-learning Trans Patient resource