

Buidheann-Stiùiridh an Ionnsachaidh
Learning Directorate

DG Education and Justice

Alison.Taylor@gov.scot



Jordan Daly and Liam Stevenson
Co-Directors
Time for Inclusive Education

By email to jordan@tie.scot and liam@tie.scot

20 April 2023

Dear Jordan and Liam,

OFFER OF GRANT FOR TIME FOR INCLUSIVE EDUCATION (TIE) (SC048713)

The Scottish Ministers in exercise of their powers under Regulation 2 of the Educational Development, Research and Services (Scotland) Grant Regulations 1999 hereby offer to give the Time for Inclusive Education (TIE) (“the Grantee”) a grant of up to **£160,500 STERLING**, payable from 1 April to 30 September in the financial year 2023/24, for core organisational costs connected with supporting delivery of LGBT inclusive education for educational establishments in Scotland; 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, sub-paragraph or schedule shall be a reference to a clause, paragraph, subparagraph or

schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.

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

2. Purposes of the Grant

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

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:

- Maintain and update as required career long professional learning courses;
- Maintain and update packages of LGBT inclusive educational resources;
- Support local embedment of LGBT inclusive education through an implementation method;
- Develop monitoring and tracking systems to evaluate the short and long term impact of LGBT inclusive education;
- Engage with the Scottish Government, Education Scotland and appropriate partners to support the embedment of LGBT content in Curriculum for Excellence and course content; and,
- Maintain a long term, sustainable approach to LGBT inclusive education within ITE provision.
- In carrying out the project the grantee will be expected to give regard to the **Fair Work Framework**. Organisations are asked to commit to the following Fair Work First criteria in a way that is relevant and proportionate for the organisation:
 - appropriate channels for effective voice, such as trade union recognition
 - payment of the real Living Wage
 - investment in workforce development
 - no inappropriate use of zero hours contracts
 - action to tackle the gender pay gap and create a more diverse and inclusive workplace
 - offer flexible and family friendly working practices for all workers from day one of their employment
 - oppose the use of fire and rehire practice

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

- Supporting the phased approach and completion of outstanding recommendations from the LGBT Inclusive Education Report to the Scottish Ministers (2018);
- Pupil engagement reports high rates of knowledge about LGBT individuals, history and national learning themes;
- Pupil engagement reports high rates of understanding of prejudice, discrimination and bullying, and their role in addressing it;
- Educational practitioners report high levels of confidence in advancing LGBT inclusive education in accordance with the Scottish Government's approach;
- Practitioner engagement reports greater knowledge and confidence in introducing LGBT content within lessons and curriculum planning;
- Practitioners at various levels have a greater confidence of how to embed LGBT inclusive education across the curriculum, and can evidence approaches they have taken;
- Evaluative approaches provide clear evidence of the impact of LGBT inclusive education in schools, and in particular on children and young people; and,
- Evidence from partners and stakeholders of high quality and effective work by the organisation.
- demonstration that policies, practices and procedures are consistent with promoting fair working practices including payment of the Living Wage for Fair Work.

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

- Staff Costs, including training;
- Rent/Office Costs;
- IT software and consumables;
- Auditing and Accounting and Professional Fees;
- Travel and Subsistence;
- Printing and Stationary; and,
- Educational Resources.

2.7 The eligible costs exclude:

- Any Value Added Tax (VAT) reclaimable by the Grantee; and,
- Any employment costs arising from the Grantee's legal obligations to its employees, for example parental leave, sick leave, redundancy.

2.8 In carrying out the Programme the Grantee will be expected to give regard to the **Fair Work Framework**. Organisations are asked to commit to the following Fair Work First criteria in a way that is relevant and proportionate for the organisation:

- appropriate channels for effective voice, such as trade union recognition;
- payment of the real Living Wage;
- investment in workforce development;
- no inappropriate use of zero hours contracts;
- action to tackle the gender pay gap and create a more diverse and inclusive workplace;
- offer flexible and family friendly working practices for all workers from day one of their employment; and,
- oppose the use of fire and rehire practice.

2.9 Specific commitments to be met through the duration of the grant are set out in Part 1B of Schedule 1.

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, by the end of March 2024, submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant for the financial year 2023/24, using the form of words provided in **SCHEDULE 3**. The statement shall be signed by the Grantee's Director of Finance.

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 interests.

- 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.
- 3.5 There shall be no employment relationship between the Scottish Government and any grant funded staff.

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 quarterly reports. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for 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 Programme, submit a report to the Scottish Ministers, summarising the outcomes and performance of the Programme. Such a report shall include such statistical and other information relating to the impact of the Programme 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 six years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, their representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
- 4.6 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 Programme 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 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 His Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the 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 five years of the asset being acquired or developed. 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 £10,000.

7. Publicity

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

9. Default and Recovery etc. of Grant

- 9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:
- 9.1.1 The Grantee commits a Default;
 - 9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;
 - 9.1.3 The Grantee fails to carry out the Programme;
 - 9.1.4 In the Scottish Ministers' opinion, the progress on the Programme is not satisfactory;
 - 9.1.5 In the Scottish Ministers' opinion, the future of the Programme is in jeopardy
 - 9.1.6 In the Scottish Ministers' opinion, the Grant is likely to bring the reputation of the Scottish Ministers into disrepute.
- 9.2 If the Grant (or any part or condition thereof) does not comply with applicable Subsidy Control obligations, the Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time in accordance with law.
- 9.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:

- 9.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 9.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or
- 9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.
- 9.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 9.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.
- 9.5 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.
- 9.6 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 9.1 to 9.3 shall not be construed as a waiver of such right or remedy.

10. Assignation

- 10.1 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

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

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

14.1 The Grantee shall ensure that in relation to the 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

15.1 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 by email to [redacted s38(1)(b)]. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

Alison Taylor
Deputy Director, Improvement, Attainment and Wellbeing Division

GRANT ACCEPTANCE

On behalf of Time for Inclusive Education I accept the foregoing offer of Grant by the Scottish Ministers dated 20 April 2023 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Time for Inclusive Education is solvent. I confirm that I hold the relevant signing authority.

Signed:

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

Witness Name:

Address:

Date:

Place of Signing:

This is the schedule referred to in the forgoing Offer of Grant dated March|April 2023

SCHEDULE 1

PART 1A: THE PROJECT/PROGRAMME

1. The payment of the grant will be made to Time for Inclusive Education in order to provide core organisational costs connected with supporting delivery of LGBT inclusive education for local authority schools in Scotland; and partnership work with the Scottish Government, Education Scotland, Initial Teacher Education (ITE) institutions and other relevant partners to embed LGBT content across Curriculum for Excellence and ITE provision.

PART 1B: FAIR WORK FIRST COMMITMENTS

2. The relevant and proportionate measures that will be taken during the course of the grant to embed fair working practices in their organisation are detailed below.

3. Fair Work First milestones to be achieved in delivering the Programme:

- Continuation of appropriate channels for effective voice, such as trade union recognition;
- Maintain Living Wage Employer status;
- Continuation of investment in workforce development;
- No inappropriate use of zero hours contracts;
- Continuation of diverse and inclusive workplace with no gender pay gap;
- Continue to offer flexible and family friendly working practices for all workers from day one of their employment; and,
- No use of fire and rehire practice.

PART 2: PAYMENT OF GRANT

4. The total grant of up to £160,500 shall be payable by the Scottish Ministers to the grantee at quarterly periods 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.

5. The total grant shall be payable over the period April to October of the financial year 2023/24. The Scottish Ministers will not be bound to pay any instalment of the Grant which has not been claimed by the grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by Scottish Ministers.

1 April 2023 – 30 September 2023

	Indicative Amount	Claim Date	Payment Date
Payment 1	£80,250	April 2023	May 2023
Payment 2	£80,250	August 2023	15 September 2023

6. The Grantee shall provide a quarterly profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the Project

shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.

7. Each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Programme until the next claim is due to be submitted.

8. 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.

9. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee has reasonably and properly incurred in connection with the Project having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. 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 four weeks of receiving a claim and any required documentation and information relevant to the claim.

10. 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 5 April the amount of the Grant actually expended up to and including 31 March.

This is the schedule referred to in the forgoing Offer of Grant dated March|April 2023

**SCHEDULE 2
GRANT CLAIM FORM**

Organisation:

Bank details:

Project: Core organisational costs in connection with the support of delivery of LGBT inclusive education for local authority schools in Scotland.

Total agreed grant payable over 1 April to 30 September of financial year 2023/24:
£161,500

Latest forecast of expenditure of grant payable over 1 April to 30 September of financial year 2023/24: £

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 March|April 2023 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 on request 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.**

This is the schedule referred to in the forgoing Offer of Grant dated November 2021

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

OFFER OF GRANT FOR CORE ORGANISATIONAL COSTS IN CONNECTION WITH THE SUPPORT OF DELIVERY OF LGBT INCLUSIVE EDUCATION FOR LOCAL AUTHORITY SCHOOLS IN SCOTLAND

This is to confirm that the grant claimed by Time for Inclusive Education in relation to the above Programme running from 1 April 2023 to 31 October 2023 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 Time for Inclusive Education.

Signed:

Name in block capitals:

Position:

Date:

This is the schedule referred to in the forgoing Offer of Grant dated March|April 2023

SCHEDULE 4

DEFINITIONS

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

“Conditions” means these grant conditions.

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

“Default” means (in all cases by either party, its employees, agents or representatives):

- 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.

“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.

“Subsidy Control” means the United Kingdom’s international commitments on subsidy control arising from, amongst others, the EU-UK Trade and Cooperation Agreement, World Trade Organisation Membership and commitments arising from international treaties and agreements to which the United Kingdom is a party.

“UK GDPR” means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).