

Public Health and Wellbeing Directorate
Equality Unit

T: 0131-244 5503 F: 0131-244 1824
E: kelly.abel@scotland.gsi.gov.uk



Sarah Cox
Glasgow ESOL Forum
Room 300
113 St George's Road
Glasgow
G3 6JA

28 July 2008

Dear Sarah

**RACE, RELIGION AND REFUGEE INTEGRATION FUNDING STREAM:
JULY 2008 - MARCH 2011**

Thank you for your application to the Race, Religion and Refugee Integration Fund. I apologise for the delay in informing you of the outcome of your application.

I am delighted to confirm that you have been successful in securing a grant offer, details of which you will find in the grant offer letter attached. Please note that this letter supersedes the letter you received dated 9 July which was sent out prematurely in error. I apologise for any inconvenience caused by this.

If the grant offer is less than you anticipated and this causes you concern, please contact a member of the Equality Unit as soon as possible. We will work with all grant applicants to ensure that achievable outcomes can be identified for the amount of grant received.

If you have any other queries please don't hesitate to get in touch.

Yours sincerely



Kelly Abel
Race, Religion and Refugee Integration Team

Public Health and Wellbeing Directorate
Equality Unit

T: 0131-244 5197 F: 0131-244 1824
E: yvonne.strachan@scotland.gsi.gov.uk



Sarah Cox
Glasgow ESOL Forum
Room 300
113 St George's Road
Glasgow
G3 6JA

28 July 2008

Dear Sarah,

**RACE, RELIGION AND REFUGEE INTEGRATION FUNDING STREAM:
JULY 2008 - MARCH 2011**

1. Thank you for your recent application on behalf of Glasgow ESOL Forum to the Scottish Government's Race Religion and Refugee Integration funding stream for July 2008 - March 2011.
2. On behalf of Scottish Ministers I hereby offer a grant not exceeding the sum of £185,000 for the period July 2008 to March 2011 to Glasgow ESOL Forum for the Workplace ESOL Project delivering tailor made courses at businesses where staff with ESOL needs are employed (as defined in your application). This grant is subject to satisfactory monitoring and evaluation and we will require you to report progress against your expected outcomes during the funding period.
3. If you wish to accept this offer of grant and the conditions that apply, please complete the attached acceptance form (Annex A) and bank details form (Annex B) and return both forms to Paul Wood, Race, Religion and Refugee Integration Team, Equality Unit, Scottish Government, Victoria Quay, Edinburgh EH6 6QQ. **No grant will be paid until written acceptance is received.**
4. As you know, we have been revising our funding process to meet the needs of the changing context for equalities work in Scotland. Work such as grant payments and monitoring will be carried out by Voluntary Action Fund on behalf of Scottish Ministers. **VAF will be in touch with you shortly with details of how to claim your first instalment and monitoring and evaluation requirements.**

Definitions and Interpretation

5. In these Conditions, the words and expressions set out in Schedule 2 shall have meaning ascribed to them in that Schedule.

Purpose of the Grant

6. The Grant is provided under Section 10 of the Social Work (Scotland) Act 1968.
7. The Grant shall only be used as a contribution to project costs as defined in your application.
8. No part of the Grant shall be used to fund any activity carried out, or material published by the Grantee, which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

Payment of Grant

9. The Grant shall be paid by Voluntary Action Fund on behalf of the Scottish Ministers to the Grantee in accordance with the terms of Schedule 1 attached hereto.
10. When requested to do so by Scottish Ministers, the Grantee shall submit a report summarising the outcomes and performance of this project. Such a report shall include statistical and other information relating to the impact of the project as shall be required by Scottish Ministers.
11. As soon as possible after the end of the financial year in which grant is payable, the Grantee shall submit to Scottish Ministers its accounts showing all expenditure incurred by the Grantee during that Financial Year.
12. In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee during that Financial Year exceeds the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project in that Financial Year, the Grantee shall within 28 days of receiving a written demand in respect thereof from the Scottish Ministers, repay to the Scottish Ministers the amount of such excess. In the event that the Grantee fails to pay such amount within the 28 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the base lending rate (or the equivalent) of the Royal Bank of Scotland plc prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest thereon.

13. The Scottish Ministers shall not be bound to pay the Grantee, and the Grantee shall be deemed to have forfeited and to have no claim against the Scottish ministers in respect of, any instalment of the Grant which has not been claimed by the Grantee in accordance with the preceding clauses 6 & 7 by 31 March in the Financial Year in which it should have been claimed, irrespective of the cause of the Grantee not making such a claim.

Inspection and Information

14. The Grantee shall keep and maintain for a period of 3 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of Grant. The Grantee shall afford the Scottish Ministers, their representatives, Audit Scotland and other such persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it and the Grantee shall provide reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
15. The Grantee shall ensure that adequate internal expenditure controls are in place and that resources are used economically, effectively and efficiently.

Assets and equipment

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

Publicity

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

Compliance with the Law

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

Default

19. 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:

- The Grantee commits a Default;

- 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.
 - If at any time within the duration of the Agreement: -
 - The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise that for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
20. A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or part of the property which from time to time be comprised in the property and undertaking of it, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.
21. In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of the preceding clauses 12 and 19, the Grantee shall pay the Scottish Ministers the appropriate sum within 28 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that then Grantee fails to pay such sum within the said period of 28 days, the Scottish Ministers shall be entitled to interest on the said sum at a rate of 2 per cent per annum above the base lending rate or the equivalent of the Royal Bank of Scotland plc prevailing at the time of the written demand, from a date of the written demand until payment in full of the said sum and interest.
22. Notwithstanding the provisions of clauses 19-21 and 23 in the event that the Grantee is in breach of any of the conditions specified in these Conditions, the Scottish Ministers may, provided that breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of the said clause for such a period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in such notice, and in the event of the Grantee failing to remedy the said breach within the period specified, the Grantee shall be bound to pay the said sum in accordance with the provisions of the foregoing clauses.
23. Any failure or omission by the Scottish Ministers to exercise or delay by the Scottish Ministers in exercising, any rights or remedy to which they are entitled by virtue of the foregoing clauses 19 and 21 shall not be construed as a waiver of such rights or remedy.
24. The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of the Scottish Ministers.

Termination

25. The Agreement may be terminated by Scottish Ministers giving not less than 3 months' notice in writing.

Continuation of Conditions

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

Conclusion

27. If you have any questions about this offer or its conditions, please do not hesitate to get in touch.

Yours sincerely



YVONNE STRACHAN
Head of Equality Unit

Schedule 1

Payment of Race Religion and Refugee Integration Fund Grant

Glasgow ESOL Forum

	Amount (£)	Payment Date
Payment 1	£15,000	August 2008
Payment 2	£15,000	August 2008
Payment 3	£15,000	January 2009
Payment 4	£17,500	April 2009
Payment 5	£17,500	July 2009
Payment 6	£17,500	October 2009
Payment 7	£17,500	January 2010
Payment 8	£17,500	April 2010
Payment 9	£17,500	July 2010
Payment 10	£17,500	October 2010
Payment 11	£17,500	January 2011
Total	£185,000	

1. The first grant payment (August 2008) will be paid as directed by VAF.
2. The third quarterly payment and any subsequent payments, will not be released until a suitable half yearly progress report is submitted. Further guidance on the completion of this will be provided by Voluntary Action Fund.
3. Any grant should be spent within the financial year in which it is allocated. Unspent grant in each financial year must be returned to the Scottish Government.

Schedule 2

Definitions

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

"Application" means the application for a Grant made by the Grantee;

"Award Letter" means the letter offering the Grant to the Grantee to which these Conditions are annexed;

"Claim Date" means each of the dates specified in Schedule 1 hereof;

"Conditions" means these grant conditions;

"Core Cost" means the day to day costs of the organization and all other necessary purposes.

"Default" means:

(a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);

(b) Any failure to perform or the negligent performance of any obligation under this Agreement;

(c) Any breach of any legislation; or

(d) Any negligence or negligent or fraudulent mis-statement, or any other default,

In all cases by either party, its employees, agents or representatives;

"Financial Year" means a period from 1 April in one year until 31 March in the next;

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

"Grantee" means the name of organisation.

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

"Project" means the purpose for which the Grant has been awarded as described in the original application;

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

RACE RELIGION AND REFUGEE INTEGRATION FUND;

GRANT ACCEPTANCE FORM : Glasgow ESOL Forum

To:	From: <i>(please complete)</i>	
Yvonne Strachan	Contact Name:	
Equality Unit	Position within organisation:	
Scottish Government	Name of organisation:	
Area 2G Victoria Quay Edinburgh EH6 6QQ	Address:	

Grant conditions:

On behalf of the above named organisation I certify that I have read and accept the conditions referred to in the Scottish Government's grant offer letter dated 28 July 2008 and accept the grant offer of £185,000 for July 2008 - March 2011.

Specimen Signatures:

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

(1) Name: Position:

.....

Signature:

.....

(2) Name: Position:

.....

Signature:

.....

Signed:

.....

(Chief Executive or equivalent)

Date:

.....

BANK DETAILS

Organisation Name:

Name of Bank (e.g. Royal Bank of Scotland):

Bank Account Name:

Address of Bank:

.....

Sort Code: **Account Number:**.....

Signed

Name in Capitals

Date.....