

Chief Medical Officer and Public Health Directorate
Public Health Division

T: 0131-244 5660 F: 0131-244 2157

E: [REDACTED]

[REDACTED]
ASH Scotland
Frederick Street
EDINBURGH
EH2 2HB



The Scottish
Government
Riaghaltas na h-Alba



LEGACY 2014
XX COMMONWEALTH GAMES
SCOTLAND

12 August 2013

Dear [REDACTED]

PROPOSAL FOR CONTINUED FUNDING OF ACCREDITED TRAINING, INEQUALITIES & YOUTH WORK ACTIVITIES

Further to ASH's earlier conversation with [REDACTED] and as discussed at your Annual Review regarding continued funding of your accredited training, inequalities and youth work activities I am pleased to advise you that we are able to offer you continued funding. The agreed funding is as follows:

October 2013 - September 2014

October 2014 – March 2015

Training & Development £112,707
Inequalities & Youth Work £225,000

Inequalities & Youth Work £112,500

Total £337,707

Total £112,500

We intend to make payment as detailed in Schedule 1 to the attached Conditions of Grant. This funding will be paid upon receipt of a signed copy of the Conditions of Grant. In accordance with standard practice we will make payments direct to the organisation's bank.

We shall therefore be grateful to receive a quarterly progress report on how this work is progressing in meeting agreed objectives.

If you are prepared to accept the offer of grant on the terms and conditions stated, the top copy of the Conditions of Grant should be signed and returned to me as soon as possible. You should retain the other copy for your records.

Yours sincerely

[REDACTED]
Tobacco Control Team

St Andrew's House, Regent Road, Edinburgh EH1 3DG
www.scotland.gov.uk



Grant Conditions- Accredited Training, Inequalities and Youth Work Activities

1. The whole amount of the grant, or at the discretion of the Scottish Government, part of that amount, shall be repaid by you should any of the following occur:

- failure to comply with any terms and conditions contained in the grant offer, except where the Scottish Government has previously agreed in writing to the waiving of that term or condition;
- any information given in connection with the application for grant is found to be false or misleading, or fails to disclose a material fact bearing upon consideration of the application;

2. No grant may be carried forward from one year to the next. Any grant that is not spent on the purpose for which it has been given, in the year it is awarded, must be repaid to the Scottish Government immediately.

3. 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.

4. 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.

5. The Grantee shall submit six-monthly reports detailing the progress made towards the stated aims and objectives of the Grant.

6. 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.

<p><u>ACCEPTANCE OF GRANT</u></p> <p>We accept the foregoing conditions of grant.</p> <p>Signed..... (By a person duly authorised to sign on behalf of ASH Scotland)</p> <p>Date.....</p>	<p><u>BANK DETAILS</u></p> <p>Name and Address of Bank:</p> <p>Sort Code:</p> <p>Account Number:</p>
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Schedule 1

Payment of Grant

1. The Grant shall be paid by the Scottish Ministers to the Grantee in the following instalments:

	Amount	Payment Date
Payment 1	£84,426.75	October 2013
Payment 2	£84,426.75	January 2014
Payment 3	£84,426.75	March 2014
Payment 4	£84,426.75	July 2014
Payment 5	£56,250	October 2014
Payment 6	£56,250	January 2015

[REDACTED]

From: [REDACTED]
Sent: 23 August 2013 11:31
To: [REDACTED]
Cc: [REDACTED]
Subject: ASH Scotland - additional core funding - 2013-2015



ASH Scotland -
additional core...

Dear [REDACTED]

Please see the attached grant offer letter. I have also sent a hard-copy in the post today.

Best wishes

[REDACTED]

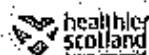
[REDACTED]
CMO & Public Health Directorate
The Scottish Government
Public Health Division
Tobacco Control Policy
Tobacco, Alcohol & Diet Team
3E North
St Andrews House
Regent Road
EDINBURGH
EH1 3DG

0131 244 2169

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is at your fingertips.



Smokeline
0800 84 84 84



Chief Medical Officer and Public Health Directorate
Public Health Division

T: 0131-244 2448 F: 0131-244 2157

E: [REDACTED]



[REDACTED]
ASH Scotland
Frederick Street
EDINBURGH
EH2 2HB



23 August 2013

Dear [REDACTED]

CORE GRANT

I am writing to you regarding an additional supplement towards the organisation's core grant for 2013-2014 and 2014-2015.

I am pleased to be able to confirm that Scottish Ministers are prepared to offer additional funding, for the financial years 2013-14 and 2014-15 towards the objectives identified in your application. The amount we can offer is as follows:

2013-14	£30,000
2014-15	£30,000

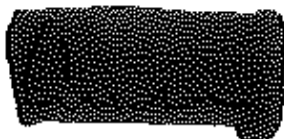
The funding is offered on the basis that the funded activity is compatible with the priorities of Scottish Ministers and in particular any priorities identified as a consequence of the new Tobacco Control Strategy.

We intend to make payment on a quarterly basis, in advance, in April, July, October and January as detailed in Schedule 1 to the attached Conditions of Grant. The first two instalments will be paid upon receipt of a signed copy of the Conditions of Grant. In accordance with standard practice we will make payments direct to the organisation's bank.

As will be the case with all public funding issues, we will need to be able to demonstrate to the Scottish Parliament that ASH Scotland is an effective organisation which is providing value for money. Consequently, it is crucial that ASH Scotland's work is rigorously evaluated in terms of quality as well as quantity. We shall, therefore, be paying close attention to the 6-monthly grant progress reports referred to in the grant conditions.

If you are prepared to accept the offer of grant on the terms and conditions stated, the top copy of the Conditions of Grant should be signed and returned to me as soon as possible. You should retain the other copy for your records.

Yours sincerely

A large rectangular area of the document is completely blacked out, obscuring the signature of the sender.A smaller rectangular area of the document is completely blacked out, obscuring the name of the sender.

Head of Public Health Division

CONDITIONS OF GRANT – ASH Scotland – Additional Supplement – Core Grant – 2013-2015

Definitions and Interpretation

- 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

- The Grant shall only be used as a contribution to core costs i.e.: **the day to day costs of the organisation and all other necessary purposes** and for no other purposes whatsoever.
- 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

- The Grant shall be paid by Scottish Ministers to the Grantee in accordance with the terms of Schedule 1 attached hereto.
- 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.
- 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.
- Notwithstanding any provision of this Agreement, the foregoing provisions of clauses 4,5 & 6 and Schedule 1 shall be subject to the following: -

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 5 & 6 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

- 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.
- The Grantee shall ensure that adequate internal expenditure controls are in place and that resources are used economically, effectively and efficiently.

10. The grantee shall submit six-monthly reports detailing the progress made towards the stated aims and objectives of the Grant as specified in the Grant application form.

Assets and equipment

11. 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

12. 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

13. 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

14. 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: -

14.1 The Grantee commits a Default;

14.2 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.

14.3 If at any time within the duration of the Agreement: -

(a) 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;

(b) 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.

15. In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of the preceding clause 14, 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.

16. Notwithstanding the provisions of the foregoing clause 15 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.

17. 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 clause 16 shall not be construed as a waiver of such rights or remedy.

18. 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

19. Notwithstanding the preceding clauses, of these Conditions, the Agreement may be terminated by Scottish Ministers giving not less than 3 months' notice in writing.

Continuation of Conditions

20. 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.

<p><u>ACCEPTANCE OF GRANT</u></p> <p>We accept the foregoing conditions of grant.</p> <p>Signed..... (By a person duly authorised to sign on behalf of ASH Scotland)</p> <p>Date.....</p>	<p><u>BANK DETAILS</u></p> <p>Name and Address of Bank:</p> <p>Sort Code:</p> <p>Account Number:</p>
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Schedule 1

Payment of Grant

1. The Grant shall be paid by the Scottish Ministers to the Grantee in the following instalments:

	Amount	Payment Date
Payment 1	£15,000	September 2013
Payment 2	£7,500	October 2013
Payment 3	£7,500	January 2014
Payment 4	£7,500	April 2014
Payment 5	£7,500	July 2014
Payment 6	£7,500	October 2014
Payment 7	£7,500	January 2015

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;

“**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 ASH Scotland

“**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 Award Letter;

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

Chief Medical Officer and Public Health Directorate
Public Health Division

T: 0131-244 5660 F: 0131-244 2157

E: [REDACTED]

[REDACTED]
ASH Scotland
Frederick Street
EDINBURGH
EH2 2HB



The Scottish
Government
Riaghaltas na h-Alba



LEGACY 2014
XX COMMONWEALTH GAMES
SCOTLAND

13 November 2013

Dear [REDACTED]

PROPOSAL FOR CONTINUED FUNDING OF PATH PROVISION

Further to your email of 21 October 2013 with regards to your proposal that ASH Scotland be funded to provide continued training support to cessation services during the six month gap period in the following topics:

- Introduction to stop smoking support
- Smoking and mental health
- Smoking and young people
- Tobacco and cannabis

You anticipate covering a wide geographical area including the Islands. You plan to engage with six Boards before the end of March 2014.

The related administrative work encompasses

- early discussions to agree any adaptation/localisation of content
- identifying/understanding the audience
- amending content as required
- sourcing venue
- marketing/promoting the event and identifying/freeing-up staff to attend
- registration of participants.

I am pleased to confirm that we are able to offer funding for this additional work to a total of £34,000.

We intend to make payment as detailed in Schedule 1 to the attached Conditions of Grant. This funding will be paid upon receipt of a signed copy of the Conditions of Grant. In accordance with standard practice we will make payments direct to the organisation's bank.

We shall therefore be grateful to receive a progress report on how this work is progressing in meeting this additional work.

If you are prepared to accept the offer of grant on the terms and conditions stated, the top copy of the Conditions of Grant should be signed and returned to me as soon as possible. You should retain the other copy for your records.

Yours sincerely



Tobacco Control Team

Grant Conditions- Continued funding for PATH Training Provision

1. The whole amount of the grant, or at the discretion of the Scottish Government, part of that amount, shall be repaid by you should any of the following occur:

- failure to comply with any terms and conditions contained in the grant offer, except where the Scottish Government has previously agreed in writing to the waiving of that term or condition;
- any information given in connection with the application for grant is found to be false or misleading, or fails to disclose a material fact bearing upon consideration of the application;

2. No grant may be carried forward from one year to the next. Any grant that is not spent on the purpose for which it has been given, in the year it is awarded, must be repaid to the Scottish Government immediately.

3. 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.

4. 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.

5. The Grantee shall submit six-monthly reports detailing the progress made towards the stated aims and objectives of the Grant.

6. 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.

<p><u>ACCEPTANCE OF GRANT</u></p> <p>We accept the foregoing conditions of grant.</p> <p>Signed..... (By a person duly authorised to sign on behalf of ASH Scotland)</p> <p>Date.....</p>	<p><u>BANK DETAILS</u></p> <p>Name and Address of Bank:</p> <p>Sort Code:</p> <p>Account Number:</p>
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Schedule 1

Payment of Grant

1. The Grant shall be paid by the Scottish Ministers to the Grantee in the following instalments:

	Amount	Payment Date
Payment	£34,000	End of February 2014

Chief Medical Officer and Public Health Directorate
Public Health Division

T: 0131-244 5633 F: 0131-244 2157

E: [REDACTED]

[REDACTED]
ASH Scotland
8 Frederick Street
EDINBURGH
EH2 2JB



The Scottish
Government
Riaghaltas na h-Alba



LEGACY 2014
XX COMMONWEALTH GAMES
SCOTLAND

8 May 2014

Dear [REDACTED]

PROPOSAL FOR CONTINUED FUNDING OF PATH PROVISION

The Scottish Ministers in exercise of their powers under Section 16b of the National Health Service (Scotland) Act 1978 hereby offer to give to ASH Scotland ("the Grantee") a grant of up to £51,000 STERLING, payable over the financial year 2014- to 2015, in connection with Training provision for Scottish smoking cessation services which is more particularly described in Part 1 of Schedule 1 ("the Project") and subject to the following terms and conditions:

1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in Schedule 4 shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, subparagraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions.

2. Purposes of the Grant

- 2.1 The Grant is made to enable the Grantee to carry out the Project.
- 2.2 The Grant shall only be used for the purposes of the Project and for no other purpose whatsoever.
- 2.3 No part of the Grant 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 provide continued training support to cessation services during the six month gap period in the following topics:

- Introduction to stop smoking support
- Smoking and mental health
- Smoking and young people
- Tobacco and cannabis

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

- That the training is delivered between the period 1 April 2014 to 30 September 2014.
- Ash Scotland will deliver a minimum of 12 training days involving participants from a minimum of 8 Boards.

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

- A percentage of cost to the ASH Scotland training team
- Related administrative costs

2.7 The eligible costs exclude:

- reclaimable Value Added Tax

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 instalment of the Grant 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 financial director or equivalent.

3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, any instalment of the Grant which

has not been claimed by the Grantee by 31 March of the applicable financial year as set out in Schedule 1, unless otherwise agreed in writing by the Scottish Ministers.

4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of end project report. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives / outcomes.

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

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

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

4.5 The Grantee shall keep and maintain for a period of 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 Project or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant.

5. Confidentiality and Data Protection

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

5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with

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

5.3 The Grantee shall ensure that all requirements of the Data Protection Act 1998 are fulfilled in relation to the Project.

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

6. Disposal of Assets

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

7. Publicity

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

8. Intellectual Property Rights

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

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

9. Default and Recovery etc. of Grant

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

9.1.1 The Grantee commits a Default;

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

9.1.3 The Grantee fails to carry out the Project;

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

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

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

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

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

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

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

9.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 9.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.

9.5 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy,

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

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

10. Assignment

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

11. Termination

The Agreement may be terminated by the Scottish Ministers giving not less than 3 months' notice in writing from the date of the notice being sent.

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

13.1 These Conditions, except for Condition 6, shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Grant was paid.

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

14. Compliance with the Law

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

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and

return one copy of the offer of Grant and Schedules to me at Public Health Division, 3E, 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

A large, dark, textured rectangular area that has been redacted, obscuring the signature of the sender.

Tobacco Policy Team
8 May 2014

GRANT ACCEPTANCE

On behalf of _____ I accept the foregoing offer of Grant by the Scottish Ministers dated [09.05.2014] on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that I hold the relevant signing authority.

Signed: _____

[Director/Company Secretary/Authorised Signatory]

Print Name: _____

Position in Organisation of Person Signing: _____

CEO

Date: _____

15/5/14

Place of Signing: _____

Signed: _____

[Witness]

Witness Name: _____

Address: _____

Date: _____

13/5/14

Place of Signing: _____

SCHEDULE 1

PART 1: THE PROJECT

Between April and September, ASH Scotland will deliver a minimum of 12 training days involving participants from a minimum 8 Boards.

In addition to training support to cessation professionals, ASH Scotland will provide specialist input to local staff update days, providing information on and facilitating discussion around e-cigarettes, harm reduction, shisha, etc.

PART 2: PAYMENT OF GRANT

1. The total Grant of £51,000 shall be payable by the Scottish Ministers to the Grantee in two instalments (end June and September 2014) on receipt of a completed claim for Grant in the form set out in Schedule 2 together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.

2. The total Grant shall be payable over the financial year[s] 2014 – 15 and has been allocated as follows:

	Amount	Payment Date
Payment	£20,000.00	30 June 2014
Payment	£31,000.00	30 September 2014

The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.

4. 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 Project since the submission by it of the last claim for an instalment of the Grant.

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

6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee has reasonably and properly incurred. 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 2 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 no later than 3 October 2014 the amount of the Grant actually expended up to and including 30 September 2014.

SCHEDULE 2

GRANT CLAIM FORM

Organisation: *{Name and address}*

Bank details: *{Name and address, sort code, account number}*

Project: *{Name / Description}*

Total agreed grant for 20xx-xx: *{Amount}*

Latest forecast of expenditure of grant for 20xx-xx: *{Amount}*

Grant claimed to date: *{Amount}*

Claim for grant for the period from _____ to _____

We hereby claim [total] grant of £ _____ in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 9 May 2014 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 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.

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Training provision for Scottish smoking cessation services

This is to confirm that the grant claimed by ASH Scotland in relation to the above Project during the financial year ended 31 March 2015 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 ASH Scotland

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

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

"Conditions" means these grant conditions;

"Default" means:

- (a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- (b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- (c) Any breach of any legislation; or
- (d) Any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default,

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

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

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

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

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

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

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

[REDACTED]
From: [REDACTED]
Sent: 21 April 2016 13:11
To: [REDACTED]
Subject: FW: Training for NHS 24 Smokeline

From: [REDACTED]
Sent: 03 June 2014 16:35
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Training for NHS 24 Smokeline

Thanks [REDACTED] I am content for you to approach Smokeline and make that offer which seems sensible.
Grateful if you could let me know that outcome of that approach.

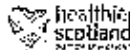
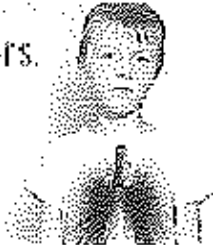
Best wishes
[REDACTED]

[REDACTED]
Tobacco Policy | Public Health Division | Scottish Government | 0131-244-2576 | [REDACTED]

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From: [REDACTED]
Sent: 03 June 2014 16:19
To: [REDACTED]
Cc: [REDACTED]
Subject: Training for NHS 24 Smokeline.

Dear [REDACTED]

As I am sure you remember, ASH Scotland provided training for NHS 24 when they took over the delivery of Smokeline a couple of years ago. We would now like your approval to offer them free update training in line with what we are offering local Boards as part of the April/September funding of £51,000 from Scottish Government. Having now approached all the Boards and nearly completed negotiations to set up training events covered by this funding, it looks like we may still have a bit of capacity and we feel that this could be put to good use in providing the Smokeline advisers with update training on e-cigs, harm reduction, second-hand smoke, and/or mental health issues (or indeed any other topics they identify).

I am happy to provide further details if required, and appreciate your attention to this during what I know is a very busy time for you!

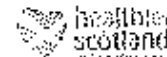
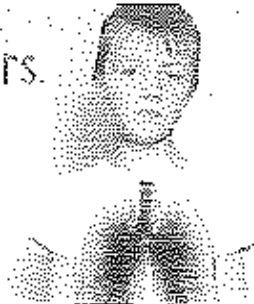
Best wishes,

[REDACTED]
[REDACTED]
National Training & Development Manager
ASH Scotland
8 Frederick Street
EDINBURGH EH2 2HR
0131 220 9475

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Click on image for more details

ASH Scotland's vision is of a healthier Scotland, free from the harm and inequality caused by tobacco.

We need your help to support a range of charitable activities to ensure the next generation of young people can grow up free from the harm caused by tobacco. You can donate to us securely online at www.ashscotland.org.uk/nextgenerationfund

Action on Smoking & Health (Scotland) (ASH Scotland) is a registered Scottish charity (SC 030412) and a company limited by guarantee (Scottish company no 141711).

[REDACTED]
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Communications via the GSI may be automatically logged, monitored and/or recorded for legal purposes.

This email has been received from an external party and
has been swept for the presence of computer viruses.

[REDACTED]

From: [REDACTED]
Sent: 16 June 2014 15:09
To: [REDACTED]
Subject: RE: Second-hand Smoke - training proposal
Attachments: SHS training proposal for Scottish Government ver 2.docx; Summary of Robertson Trust proposal.docx

[REDACTED]

Thanks for your consideration of our request. I have attached a revised proposal confirming the Robertson Trust Contribution and, for information, the summary of the work which has not changed from the previous submission. At present we are working towards a start date of 1st July.

Let me know if you need anything else.

Thanks and regards

[REDACTED]
[REDACTED]
Director of Business
Extension 9476

From: [REDACTED]
Sent: 16 June 2014 13:18
To: [REDACTED]
Subject: FW: Second-hand Smoke - training proposal

[REDACTED]

We would require a revised proposal containing the higher figure (£16,000) in order for us to consider your request. Could you provide a soon as possible thanks.

[REDACTED]
The Scottish Government
Tobacco Control Team
Public Health Division
Area 3 E
St Andrew's House
EDINBURGH
EH1 3DG

From: [REDACTED]
Sent: 17 June 2014 09:34
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Second-hand Smoke - training proposal

Hi [REDACTED]

Yes, the objectives are set out in the information we provided but for ease of access they are:

1. Engage with 20 projects/services across Scotland; these will include both organisations with national remits and those which are more locally/community based
2. Deliver workshops to a maximum of 150 workers from at least 10 different organisations
3. 80% of participants will have raised the issue of second-hand smoke with at least three service users when followed up at 3 months post training.

One point that I had meant to clarify was that although we requested £15,000 from both Robertson Trust and yourselves, Robertson Trust only awarded us £14,000 each year. In terms of matched funding would this mean that you would also only offer £14,000 or would it still be the £15,000 we requested? Or, being very cheeky, could it be £16,000 to allow this project to be fully funded which I know is pushing things but every little helps?

Thanks again for your support of this project, we really appreciate it.

Regards
[REDACTED]

From: [REDACTED]
Sent: 11 June 2014 16:44
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Second-hand Smoke - training proposal

Hi [REDACTED] further to our discussion this morning, I've dug out what I think is the last exchange on this. Can you confirm the objectives that you will report against? Are they set out in the original bid that you sent to us?

Best wishes
[REDACTED]

From: [REDACTED]
Sent: 02 May 2014 13:52
To: [REDACTED]
Subject: RE: Second-hand Smoke - training proposal

Hi [REDACTED]

Thank you very much for approving matched funding for our Second-hand smoke training proposal, we really appreciate it and are looking forward to starting this work.

With respect to the arrangements from Robertson Trust, they will pay us the whole amount (£14,000 each year for 3 years) for each year annually in advance. The first payment will be made following confirmation of our matched funding which would be the grant award letter from you. In terms of reporting we are required to submit a report at the end of each year of progress against objectives. Although we have begun some preparatory work we are looking at an official start date of 1st July to allow us to get all of the paperwork in place.

I hope this is sufficient information to prepare the grant award letter and please let me know if there is anything else you need.

Regards
[REDACTED]

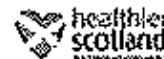
[REDACTED]
Director of Business
ASH Scotland
8 Frederick Street
Edinburgh
EH2 2HB

Telephone: 0131 220 9476
FAX: 0131 225 4759
WEB: www.ashscotland.org.uk
Email: [REDACTED]

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Action on Smoking and Health (Scotland) - ASH Scotland is a registered Scottish charity (SC 030012) and a company limited by guarantee (Scottish company no 141711).

As a charity, we need your donations to continue working towards a tobacco-free Scotland. You can donate to us securely online at <http://ashscotland.workwithus.org>

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From: [REDACTED]
Sent: 16 April 2014 13:05
To: [REDACTED]
Cc: [REDACTED]

Subject: RE: Second-hand Smoke - training proposal

[REDACTED] many apologies for the delay in responding. We are content to approve match-funding for this work of £15k. The summary of the bid the Robertson Trust was really helpful to see, particularly around monitoring and evaluation. To inform the drafting of our grant letter it would be really helpful to know what the payment instalments / reporting processes required for the Robertson Trust are as it would be sensible for us to align with those as far as possible.

Best wishes
[REDACTED]

P.S. I recall that we had some exchanges where I required additional information for the extended PATH training bid. However, I can't remember if that was by email or in discussion with [REDACTED]. I thought it was by email but am wondering if I got confused with this bid for the SHS. Could you help clarify that?

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From: [REDACTED]
Sent: 07 February 2014 14:55
To: [REDACTED]
Cc: [REDACTED]
Subject: Second-hand Smoke - training proposal

Dear [REDACTED]

Following on from your conversation with [REDACTED] earlier this week, I now attach our proposal for training to support the national campaign around second-hand smoke along with a summary of our application to the Robertson Trust for related funding which provides further background should you require it.

Please do come back to us if you would like any additional information.

Best wishes,

[REDACTED]
National Training & Development Manager
ASH Scotland
8 Frederick Street
EDINBURGH EH2 2HB
0131 220 9475

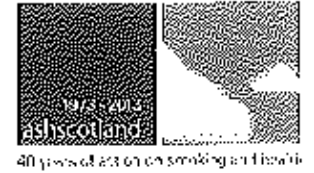
ASH Scotland's vision is of a healthier Scotland, free from the harm and inequality caused by tobacco.

We need your help to support a range of charitable activities to ensure the next generation of young people can grow up free from the harm caused by tobacco. You can donate to us securely online at www.ashscotland.org.uk/nextgenerationfund

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[REDACTED]
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Training resource to support Scottish Government campaign on second-hand smoke



BACKGROUND

Between June and November 2013, ASH Scotland delivered a pilot programme of our training on 'Children, Carers and Second-hand Smoke' which built on the work of the REFRESH project funded by the Big Lottery.

This involved 8 one-day workshops where we engaged with workers (paid and unpaid) involved in supporting families with young children. The purpose of the training is to improve workers knowledge of SHS and give them confidence to raise this issue during the course of their work with families. Sessions were run in Edinburgh, Glasgow, Falkirk, Dundee, Inverness, Kilmarnock and Dumfries with 85 participants drawn mainly from voluntary sector organisations, both local and national.

Initial evaluation indicates that when rating the improvement in knowledge of SHS and confidence in raising the issue, the average participant moved from 4 to 8 on a 1-10 scale and rated the course 8.5 for how well it had met their needs. We have recently circulated a survey to gauge the impact of the training and within the first week have received responses from 25% of attendees (22 people). Indications are that the issue of SHS has been raised with around 70 parents/carers, five of which have led to referrals to local stop-smoking services.

A number of organisations who sent one or two staff on the training as a 'taster' have approached us to request more after hearing good things from those participants, and one project has asked us to deliver a session directly to their service users.

Having begun to build good relationships with relevant organisations and projects, we are committed to obtaining funding to be able to meet these and other requests, to offer the course more widely and to increase uptake, thus reducing the impact of second hand smoke and improving the health of many children.

We were awarded £14,000 each year for 3 years towards this project by Robertson Trust (summary attached). The total annual costs are £30,000 to achieve the following initial outputs (Year One - 2014/15):

- Engage with 20 projects/services across Scotland; these will include both organisations with national remits and those which are more locally/community based
- Deliver 10 workshops to participants from at least 10 different organisations (maximum 16 participants per workshop)
- 80% of participants will have raised the issue of second-hand smoke with at least three service users when followed up at 3 months post training.

It is our intention that this project should run over 3 years if suitable match funding can be obtained and we would review the outputs in light of experience in the first year.

PROPOSAL

ASH Scotland requests that the Scottish Government provides the balance of funding for this programme of engagement and training. This initiative reaches far beyond the health community and will encourage essential grassroots action by communities of interest for whom SHS is currently a peripheral issue; in this way, the programme supports Action 29 of the Tobacco Control Strategy which undertakes to set a target for achieving a substantial reduction in children's exposure to second-hand smoke.

In addition, we are aware that the Scottish Government multi-media campaign around SHS has already begun generate interest in, and a demand for, knowledge around the topic and this training would contribute to satisfying that demand.

A contribution of £16,000 would ensure that the programme is fully funded and that the aforementioned outputs are achieved; a larger amount would allow us to expand the programme and we would be happy to discuss this.

[Redacted]
National Training & Development Manager

[Redacted] 0131 220 9475

[Redacted] 19 June 2014

Summary of Second Hand Smoke Training Application to the Robertson Trust (excludes ASH Scotland organisational detail and history)

How have you identified the need for this work?

About 100,000 children in Scotland currently live in a household where they are exposed to second-hand smoke (SHS) and many more are exposed outside the home. With their smaller airways, faster rates of breathing and immature immune systems children and infants are most vulnerable to any adverse health effects.

Exposure to SHS in childhood is associated with a range of illnesses including middle ear disease, lower respiratory tract infection, wheeze and asthma and it also appears to increase the risk of bacterial meningitis. SHS exposure has also been shown to be a cause of Sudden Infant Death Syndrome (SIDS).

Research suggests that children who are exposed to SHS are at a higher risk of developing lung cancer as adults. Children exposed to SHS on a daily basis, and for many hours, face over three times the risk of lung cancer than those who grow up in smoke-free environments.

Infants inhale double the quantity of household dust compared to adults, and so inhale more dust containing SHS particulates (perhaps 40 more times more per body weight than adults). Infants also have greater hand/object/mouth contact, and so absorb proportionately more SHS through ingestion, as well as through inhalation.

Exposure to SHS is particularly an issue for children in disadvantaged areas. 39% of adults in the most disadvantaged areas smoke, compared to 10% in the least deprived areas and research shows that children whose parents smoke are more likely to take up the habit.

The longitudinal research project 'Growing Up in Scotland' found that at age 4, children living in low income households and/or in the most deprived areas are more likely to have a mother who smokes including during pregnancy. Another recent study confirms that marked social inequalities in SHS exposure exist among 11 year old children from different socioeconomic groups in Scotland.

This project addresses the urgent need to support parents and carers to keep their homes smoke free by giving those services that support them the knowledge and confidence to discuss the topic with their service users. We know from a number of studies that smoking parents want to protect their children, and usually take some form of measures (such as opening a window) but do not know about the risks or the way that smoke lingers in the air and spreads through the house.

This project proposal aims to build on 8 pilot training sessions run between June and November 2013 where we engaged with workers (paid and unpaid) involved in supporting families with young children. Sessions were run in Edinburgh, Glasgow, Falkirk, Dundee, Inverness, Kilmarnock and Dumfries with 85 participants drawn mainly from voluntary sector organisations, both local and national.

Initial evaluation indicates that when rating the improvement in knowledge of SHS and confidence in raising the issue, the average participant moved from 4 to 8 on a 1-10 scale and rated the course 8.5 for how well it had met their needs. The 16 participants who attended the first two workshops have just completed a 3 month impact survey which shows that the issue of SHS has been raised with around 40 parents/carers, one of which has led to a referral to a local stop-smoking service.

A number of organisations who sent one or two staff on the training as a 'taster' have approached us to request more after hearing good things from those participants, and one

project has asked us to deliver a session directly to their service users. Having begun to build good relationships with relevant organisations and projects, we are committed to obtaining funding to be able to meet these and other requests, to offer the course more widely and to increase uptake, thus improving the health of many children.

From Spring 2014, the Scottish Government will be running a multi-media campaign to raise awareness of keeping homes smoke free; we anticipate that this will increase demand for the support this project will offer.

Description of the project including: What do you want to do? Who will be involved? Where will it take place? How will it be managed?

What we want to do:

This project will provide training for paid staff and volunteers who are supporting parents of under-fives to raise the issue of second-hand smoke with their service users. In this way, we will protect more children from the harms of exposure to second-hand smoke.

This project is about increasing parents'/carers' ability to protect children's health; it is not about driving people towards stop smoking services although in some cases that could be a serendipitous outcome.

One day training sessions will be delivered in a variety of locations across Scotland. Some of these will be delivered for larger national voluntary organisations, perhaps as part of their own internal training programme, while others will be available on a generally marketed first-come first-served basis available to smaller local projects.

The training will cover

- Health effects of SHS on babies and children
- Health Behaviour Change in relation to tobacco use
- Barriers – yours and theirs - and how to overcome them
- Nudging theory of health behaviour change
- Simple steps parents can take
- Communication skills to support a motivational approach
- Information on any local SHS projects/initiatives

Ultimately, what we want to do is ensure

- Workers are more confident in raising the issue of second-hand smoke with service users
- Parents/carers are better supported if they wish to change their smoking behaviour
- Workers are better equipped to support parents/carers to change their smoking behaviours
- Children are better protected from the harmful effects of second-hand smoke

We envisage the project running for 3 years, and plan to build on the experience of Year 1 to develop the programme for Years 2 and 3 (see later).

Who will be involved:

The audience for the training will consist of anyone, paid or unpaid, whose role involves supporting families with children under five. This will encompass family support workers, befrienders, home/school link workers, nursery nurses and crèche workers.

National organisations which have already accessed the pilot sessions for a few of their staff include Action for Children, Homestart, Children 1st, Barnardo's, Fosterplus and Women's Aid; participants from these projects indicated that they would recommend the course to

colleagues. We were also able to involve some smaller locally-based projects by promoting the workshop through relevant networks. We are therefore confident that there are a huge number of potential participants for this training.

Because of the role of the people we will be training, i.e. those supporting families in need, we are consciously directing our efforts into the most disadvantaged areas and capitalising on the existing good relationships between clients and established projects, with workers who are best placed to initiate the discussion but need the confidence, skills and knowledge to actually do so.

Where it will take place:

It is our intention to offer the training across all of Scotland, thus ensuring equality of access to the resource. We have already had interest from the islands and from Aberdeenshire, two areas we were unable to cover in our pilot sessions.

Venues could be provided by host organisations or hired as required; we also have training rooms available at our own office in Edinburgh.

How it will be managed:

The project will be led by one Training & Development Officer who will have this project as 0.5 of their remit, line managed by an experienced Senior Training & Development Officer; the project sponsor is the Training & Development Manager; the project will also receive administrative support from the central support team of ASH Scotland.

ASH Scotland is a well-established and experienced organisation, with appropriate HR policies and financial procedures in place and as such is able to provide first class management of the project as a whole.

What will be the key targets of this work in the first 12 months? (up to 3)

1. Engage with 20 projects/services across Scotland; these will include both organisations with national remits and those which are more locally/community based
2. Deliver workshops to a maximum of 150 workers from at least 10 different organisations
3. 80% of participants will have raised the issue of second-hand smoke with at least three service users when followed up at 3 months post training.

How will you monitor and evaluate the work so that you know whether or not you have been successful?

Monitoring processes will include keeping records of organisations contacted, their responses, marketing/advertising/promotion work, participant names, roles and contact details (email and phone), regular progress reports from the Training & Development Officer leading the project to their line manager and beyond.

Evaluation processes will include:

Pre-course questionnaire to assess existing confidence and knowledge of SHS; this also provides information for the trainer around the individuals who are coming along and the organisations for which they work thus ensuring an element of tailoring for the audience.

End-of-day questionnaire to track progress in confidence and knowledge and identify any further support/learning required

Evaluation will also be carried out immediately at the end of session to obtain feedback on the quality of trainer/venue/etc but more importantly to gauge the appropriateness of content and delivery method to inform future development.

The final activity on the day will be an action planning exercise which is then followed up in an online survey after 3 months. This helps us assess the impact of training and learn about any changes in participants' practice. Extrapolating from the impact of the pilot workshops, there is the potential that, by the end of Year 1, the issue of SHS will have been raised with around 1000 parents; thereafter there may well be a 'ripple effect' within the wider family and community, thus contributing to major culture change across Scotland.

Additionally, we will of course review and evaluate the training material each year, adapting and updating to incorporate lessons learned, shared practice and relevant new research. In Year 2, it is probable that we will bring together all those trained to date to share experience and good practice but this aspect of the project will be developed over time.

When is the funding required?

Year 1: 1 April 2014 – 31 March 2015

Year 2: 1 April 2015 – 31 March 2016

Year 3: 1 April 2016 – 31 March 2017

[REDACTED]

From: [REDACTED]
Sent: 19 June 2014 15:33
To: [REDACTED]
Subject: RE: Second-hand Smoke - training proposal
Attachments: ASH Training Grant.docx

[REDACTED]

Thank you for the additional information.

I have posted a hard copy of a grant offer letter to Sheila this afternoon, copy attached for your information.

[REDACTED]

**The Scottish Government
Tobacco Control Team
Public Health Division
Area 3 E
St Andrew's House
EDINBURGH
EH1 3DG**

From: [REDACTED]
Sent: 16 June 2014 15:09
To: [REDACTED]
Subject: RE: Second-hand Smoke - training proposal

[REDACTED]

Thanks for your consideration of our request. I have attached a revised proposal confirming the Robertson Trust Contribution and, for information, the summary of the work which has not changed from the previous submission. At present we are working towards a start date of 1st July.

Let me know if you need anything else.

Thanks and regards

[REDACTED]

Director of Business
Extension 9476

From: [REDACTED]
Sent: 16 June 2014 13:18
To: [REDACTED]
Subject: FW: Second-hand Smoke - training proposal

[REDACTED]

We would require a revised proposal containing the higher figure (£16,000) in order for us to consider your request. Could you provide a soon as possible thanks.

[REDACTED]
The Scottish Government
Tobacco Control Team
Public Health Division
Area 3 E
St Andrew's House
EDINBURGH
EH1 3DG

From: [REDACTED]
Sent: 12 June 2014 09:34
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Second-hand Smoke - training proposal

Hi [REDACTED]

Yes, the objectives are set out in the information we provided but for ease of access they are:

1. Engage with 20 projects/services across Scotland; these will include both organisations with national remits and those which are more locally/community based
2. Deliver workshops to a maximum of 150 workers from at least 10 different organisations
3. 80% of participants will have raised the issue of second-hand smoke with at least three service users when followed up at 3 months post training.

One point that I had meant to clarify was that although we requested £15,000 from both Robertson Trust and yourselves, Robertson Trust only awarded us £14,000 each year. In terms of matched funding would this mean that you would also only offer £14,000 or would it still be the £15,000 we requested? Or, being very cheeky, could it be £16,000 to allow this project to be fully funded which I know is pushing things but every little helps?

Thanks again for your support of this project, we really appreciate it.

Regards
[REDACTED]

From: [REDACTED]
Sent: 11 June 2014 16:44
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Second-hand Smoke - training proposal

Hi [redacted] further to our discussion this morning, I've dug out what I think is the last exchange on this. Can you confirm the objectives that you will report against? Are they set out in the original bid that you sent to us?

Best wishes

From: [redacted]
Sent: 02 May 2014 13:52
To: [redacted]
Subject: RE: Second-hand Smoke - training proposal

Hi [redacted]

Thank you very much for approving matched funding for our Second-hand smoke training proposal, we really appreciate it and are looking forward to starting this work.

With respect to the arrangements from Robertson Trust, they will pay us the whole amount (£14,000 each year for 3 years) for each year annually in advance. The first payment will be made following confirmation of our matched funding which would be the grant award letter from you. In terms of reporting we are required to submit a report at the end of each year of progress against objectives. Although we have begun some preparatory work we are looking at an official start date of 1st July to allow us to get all of the paperwork in place.

I hope this is sufficient information to prepare the grant award letter and please let me know if there is anything else you need.

Regards

[redacted]
Director of Business
ASH Scotland
8 Frederick Street
Edinburgh
EH2 2HB

Telephone: 0131 220 9476
FAX: 0131 225 4759
WEB: www.ashscotland.org.uk
Email: [redacted]

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From: [REDACTED]
Sent: 16 April 2014 13:05
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Second-hand Smoke - training proposal

[REDACTED] - many apologies for the delay in responding. We are content to approve match-funding for this work of £15k. The summary of the bid the Robertson Trust was really helpful to see, particularly around monitoring and evaluation. To inform the drafting of our grant letter it would be really helpful to know what the payment instalments / reporting processes required for the Robertson Trust are as it would be sensible for us to align with those as far as possible.

Best wishes

[REDACTED]

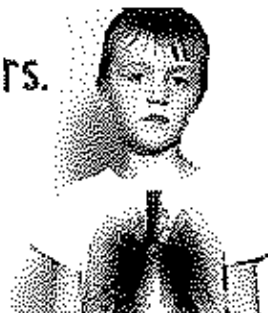
P.S. I recall that we had some exchanges where I required additional information for the extended PATH training bid. However, I can't remember if that was by email or in discussion with [REDACTED]. I thought it was by email but am wondering if I got confused with this bid for the SHS. Could you help clarify that?

[REDACTED]
Tobacco Policy | Public Health Division | Scottish Government | 0131-244-2576 [REDACTED]

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Take it right outside.**



Find out more at rightoutside.org



From: [REDACTED]
Sent: 07 February 2014 14:55
To: [REDACTED]
Cc: [REDACTED]
Subject: Second-hand Smoke - training proposal

Dear [REDACTED]

Following on from your conversation with [REDACTED] earlier this week, I now attach our proposal for training to support the national campaign around second-hand smoke along with a summary of our application to the Robertson Trust for related funding which provides further background should you require it.

Please do come back to us if you would like any additional information.

Best wishes,

[REDACTED]



National Training & Development Manager
 ASH Scotland
 8 Frederick Street
 EDINBURGH EH2 2HB



ASH Scotland's vision is of a healthier Scotland, free from the harm and inequality caused by tobacco.

We need your help to support a range of charitable activities to ensure the next generation of young people can grow up free from the harm caused by tobacco. You can donate to us securely online at www.ashscotland.org.uk/nextgenerationfund

Action on Smoking & Health (Scotland) (ASH Scotland) is a registered Scottish charity (SC 010412) and a company limited by guarantee (Scottish company no 141711).



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Chief Medical Officer and Public Health Directorate
Public Health Division

T: 0131-244 5633 F: 0131-244 2157
E: [REDACTED]

[REDACTED]
ASH Scotland
Frederick Street
EDINBURGH
EH 2 2TB



19 June 2014

Dear [REDACTED]

OFFER OF GRANT - TRAINING RESOURCE TO SUPPORT NATIONAL CAMPAIGN ON SECOND-HAND SMOKE

We are pleased to advise you that we are able to offer ASH (Scotland) ("the Grantee") a grant of up to £16,000.00 STERLING, payable over the financial year 2014 to 2015, to contribute to the training resource required to support the work on second-hand smoke. The work under the grant is more particularly described in Schedule 1 ("the Project") and subject to the following terms and conditions:

1. Definitions and Interpretation

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

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

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

1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, subparagraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions.

2. Purposes of the Grant

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

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

2.3 No part of the Grant 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 aim of the Grant is to engage with 20 projects/services across Scotland; these will include both organisations with national remits and those which are more locally/community based.

2.5 The milestones against which progress in achieving objectives shall be monitored are:

- Deliver 10 workshops to participants from at least 10 different organisations (maximum 16 participants per workshop)
- 80% of participants will have raised the issue of second-hand smoke with at least three service users when followed up at 3 months post training.

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

£16,000.00

2.7 The eligible costs exclude:

- reclaimable Value Added Tax

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 instalment of the Grant 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 financial director or equivalent.

3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year as set out in **Schedule 1**, unless otherwise agreed in writing by the Scottish Ministers.

4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of end project report. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives / outcomes.

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

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

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

4.5 The Grantee shall keep and maintain for a period of 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 Project or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant.

5. Confidentiality and Data Protection

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

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

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

5.3 The Grantee shall ensure that all requirements of the Data Protection Act 1998 are fulfilled in relation to the Project.

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

6. Disposal of Assets

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

7. Publicity

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

8. Intellectual Property Rights

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

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

9. Default and Recovery etc. of Grant

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

9.1.1 The Grantee commits a Default;

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

9.1.3 The Grantee fails to carry out the Project;

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

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

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

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

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

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

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

9.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 9.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.

9.5 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the

breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.

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

10. Assignment

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

11. Termination

The Agreement may be terminated by the Scottish Ministers giving not less than 3 months' notice in writing from the date of the notice being sent.

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

13.1 These Conditions, except for Condition 6, shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Grant was paid.

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

14. Compliance with the Law

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

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one copy of the offer of Grant and Schedules to me at Public Health Division, 3E, 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


Tobacco Policy Team
19 June 2014

GRANT ACCEPTANCE

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

Signed:

[Director/Company Secretary/Authorised Signatory]

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

[Witness]

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT

This project addresses the urgent need to support parents and carers to keep their homes smoke free by giving those services that support them the knowledge and confidence to discuss the topic with their service users. We know from a number of studies that smoking parents want to protect their children, and usually take some form of measures (such as opening a window) but do not know about the risks or the way that smoke lingers in the air and spreads through the house.

This project proposal aims to build on 8 pilot training sessions run between June and November 2013 where we engaged with workers (paid and unpaid) involved in supporting families with young children. Sessions were run in Edinburgh, Glasgow, Falkirk, Dundee, Inverness, Kilmarnock and Dumfries with 85 participants drawn mainly from voluntary sector organisations, both local and national.

Initial evaluation indicates that when rating the improvement in knowledge of SHS and confidence in raising the issue, the average participant moved from 4 to 8 on a 1-10 scale and rated the course 8.5 for how well it had met their needs. The 16 participants who attended the first two workshops have just completed a 3 month impact survey which shows that the issue of SHS has been raised with around 40 parents/carers, one of which has led to a referral to a local stop-smoking service.

A number of organisations who sent one or two staff on the training as a 'taster' have approached ASH Scotland to request more after hearing good things from those participants, and one project has asked us to deliver a session directly to their service users. Having begun to build good relationships with relevant organisations and projects, ASH Scotland is committed to obtaining funding to be able to meet these and other requests, to offer the course more widely and to increase uptake, thus improving the health of many children.

From Spring 2014, the Scottish Government has run a multi-media campaign to raise awareness of keeping homes smoke free; it is anticipated that this will increase demand for the support this project will offer.

This project will provide training for paid staff and volunteers who are supporting parents of under-fives to raise the issue of second-hand smoke with their service users. In this way, it will protect more children from the harms of exposure to second-hand smoke.

This project is about increasing parents'/carers' ability to protect children's health; it is not about driving people towards stop smoking services although in some cases that could be a serendipitous outcome.

One day training sessions will be delivered in a variety of locations across Scotland. Some of these will be delivered for larger national voluntary organisations, perhaps as part of their own internal training programme, while others will be available on a generally marketed first-come first-served basis available to smaller local projects.

The training will cover

- Health effects of SHS on babies and children

- Health Behaviour Change in relation to tobacco use
- Barriers – yours and theirs - and how to overcome them
- Nudging theory of health behaviour change
- Simple steps parents can take
- Communication skills to support a motivational approach
- Information on any local SHS projects/initiatives

Ultimately, what it will do is ensure

- Workers are more confident in raising the issue of second-hand smoke with service users
- Parents/carers are better supported if they wish to change their smoking behaviour
- Workers are better equipped to support parents/carers to change their smoking behaviours
- Children are better protected from the harmful effects of second-hand smoke

It is envisaged the project running for 3 years, and plan to build on the experience of Year 1 to develop the programme for Years 2 and 3

The audience for the training will consist of anyone, paid or unpaid, whose role involves supporting families with children under five. This will encompass family support workers, befrienders, home/school link workers, nursery nurses and crèche workers.

National organisations which have already accessed the pilot sessions for a few of their staff include Action for Children, Homestart, Children 1st, Barnardo's, Fosterplus and Women's Aid; participants from these projects indicated that they would recommend the course to colleagues. ASH Scotland were able to involve some smaller locally-based projects by promoting the workshop through relevant networks. It is therefore confident that there are a huge number of potential participants for this training.

Because of the role of the people that will be trained, i.e. those supporting families in need, ASH Scotland are consciously directing their efforts into the most disadvantaged areas and capitalising on the existing good relationships between clients and established projects, with workers who are best placed to initiate the discussion but need the confidence, skills and knowledge to actually do so.

The intention is to offer the training across all of Scotland, thus ensuring equality of access to the resource. Venues could be provided by host organisations or hired as required; ASH Scotland will also have training rooms available at their own office in Edinburgh.

The project will be led by one Training & Development Officer who will have this project as 0.5 of their remit, line managed by an experienced Senior Training & Development Officer; the project sponsor is the Training & Development Manager; the project will also receive administrative support from the central support team of ASH Scotland.

ASH Scotland is a well-established and experienced organisation, with appropriate HR policies and financial procedures in place and as such is able to provide first class management of the project as a whole.

The key targets of this work

Engage with 20 projects/services across Scotland; these will include both organisations with national remits and those which are more locally/community based

1. Deliver workshops to a maximum of 150 workers from at least 10 different organisations
2. 80% of participants will have raised the issue of second-hand smoke with at least three service users when followed up at 3 months post training.

Monitoring processes will include keeping records of organisations contacted, their responses, marketing/advertising/promotion work, participant names, roles and contact details (email and phone), regular progress reports from the Training & Development Officer leading the project to their line manager and beyond.

Evaluation processes will include:

Pre-course questionnaire to assess existing confidence and knowledge of SHS; this also provides information for the trainer around the individuals who are coming along and the organisations for which they work thus ensuring an element of tailoring for the audience.

End-of-day questionnaire to track progress in confidence and knowledge and identify any further support/learning required

Evaluation will also be carried out immediately at the end of session to obtain feedback on the quality of trainer/venue/etc but more importantly to gauge the appropriateness of content and delivery method to inform future development.

The final activity on the day will be an action planning exercise which is then followed up in an online survey after 3 months. This helps us assess the impact of training and learn about any changes in participants' practice. Extrapolating from the impact of the pilot workshops, there is the potential that, by the end of Year 1, the issue of SHS will have been raised with around 1000 parents; thereafter there may well be a 'ripple effect' within the wider family and community, thus contributing to major culture change across Scotland.

Additionally, ASH Scotland will of course review and evaluate the training material each year, adapting and updating to incorporate lessons learned, shared practice and relevant new research.

PART 2: PAYMENT OF GRANT

1. The total Grant of £16,000 shall be payable by the Scottish Ministers to the Grantee in three instalments (August, November 2014 and February 2015) on receipt of a completed claim for Grant in the form set out in Schedule 2 together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.

2. The total Grant shall be payable over the financial year 2014 - 15 and has been allocated as follows:

	Amount	Payment Date
Payment	£6,000	5 August 2014
Payment	£5,000	10 November 2014
Payment	£5,000	9 February 2015

3. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.

4. 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 Project since the submission by it of the last claim for an instalment of the Grant.

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

6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee has reasonably and properly incurred. 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 2 weeks of receiving a claim and any required documentation and information relevant to the claim.

SCHEDULE 2

GRANT CLAIM FORM

Organisation: *[Name and address]*

Bank details: *[Name and address, sort code, account number]*

Project: *[Name / Description]*

Total agreed grant for 20xx-xx: *[Amount]*

Latest forecast of expenditure of grant for 20xx-xx: *[Amount]*

Grant claimed to date: *[Amount]*

Claim for grant for the period from _____ to _____

We hereby claim [total] grant of £ _____ in respect of the above period in accordance with the terms and conditions of the offer of Grant dated June 2014 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 will be made available on request to substantiate each amount.

A Item	B Amount (£)	C Paid Invoice [Y/N]	D 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

Training Resource To Support National Campaign on Second-Hand Smoke

This is to confirm that the grant claimed by ASH Scotland in relation to the above Project during the financial year ended 31 March 2015 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 ASH Scotland.

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

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

“**Conditions**” means these grant conditions;

“**Default**” means:

- (a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- (b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- (c) Any breach of any legislation; or
- (d) Any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default,

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

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

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

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

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

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

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