

	TOTALS (GBP)	
	SG	OTHER (£)
Staff Costs		
Total for Scottish Staff		
Total for National Staff	76191	
Total for Other Staff	19572	
Sub-Total Staff Costs	95763	0
Running costs in Country		
Overheads	20807	
Office Costs	3805	
Other	21000	
Sub-Total Running costs in Country	45612	0
Travel - International		
International Airfares	1000	
International staff other travel costs		
Sub-total international travel	1000	0
Travel - National		
in-country airfares	3000	
In country travel (all other)	2301	
Sub total National travel	5301	0
Subsistence		
International staff	830	
National staff	3150	
Sub-total subsistence	3,980	0
Direct Project Costs for Implementation		
Output 1	16692	
Output 2	28863	
Output 3	5748	
Output 4	9896	
Output 5	26396	
Output 6	0	
M&E&L	13078	
Dissemination Costs	3905	
Sub-total Implementation	104578	0
Capital Costs		
	29067	
Sub-total Capital	29067	
Support and Governance (7%)	21,000	
TOTAL	300,000	0

T: 0131 244 REDACTED
E: REDACTED@scotland.gsi.gov.uk

REDACTEDOxfam Scotland
207 Bath Street
Glasgow
G2 4DH

REDACTED@oxfam.org.uk

Our ref: MW28 (2013-2016)
10 May 2013

Dear REDACTED

MALAWI DEVELOPMENT PROGRAMME 2013-2016 - OFFER OF GRANT FOR “Social and Economic Empowerment of 19,200 smallholder producers in rural Malawi”

The Scottish Ministers in exercise of their powers under Section 97 of the Charities and Trustee Investment (Scotland) Act 2005 hereby offer to give a grant of up to **£132,550 STERLING** payable in the Financial Year in **2013-14** to oxfam, a company with registered number **00612172** whose registered office is at OXFAM HOUSE, JOHN SMITH DRIVE, OXFORD, OX4 2JY and **an indicative only offer of £124,030 in 2014-15 and £125,600 in 2015-16**, subject to decisions reached by Scottish Ministers in the Annual Budget Act, to the Scotland-Malawi Mental Health Education Project (“the Grantee”) for the purpose of delivering the **“Social and economic empowerment of 19,200 smallholder producers in rural Malawi”** as described and detailed in the original proposal **attached at Schedule 5** (“the Project”).

The grant is also subject to the following terms:

1. Definitions and Interpretation

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

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

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

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

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 objective of the Grant is that described and detailed in the original proposal attached at **Schedule 5**.

2.5 The key outputs and outcomes against which progress in achieving the objective shall be monitored are also those described and detailed in the original proposal **attached at Schedule 5**, together with the additional project specific objectives and conditions specified in **Schedule 6**.

2.6 The eligible costs for which the Grant can be claimed are those activities also described in the original proposal attached at **Schedule 5**.

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. Outlined in **Schedule 2** are details of an Application for Payment of Grant form. No grant can be paid until the Grant Acceptance and Grant Claim Forms are received.

3.2 The Grantee shall within 6 months 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**. This should be completed annually and sent by 30 April. The statement shall be signed by the Grantee's Director of Finance.

3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the 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.

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 Interim, Full Financial and Final Reporting forms. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimate 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, and within six months of receiving the final instalment of the Grant, 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 5 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.

4.7 The Grantee shall ensure that an early discussion about the project is arranged with your work-strand lead in Malawi and confirm agreement with them on how frequently project discussions should occur thereafter. Your work-strand lead in the Government of Malawi is REDACTED (REDACTED@yahoo.com).

4.8 The Grantee shall ensure that the project reports to your work-strand lead in Malawi exactly where project activities will take place (updating when necessary).

4.9 The Grantee shall agree to the Scottish Government sharing your projects six monthly reports with the Government of Malawi through the secure Sharepoint website.

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 during the lifetime of the asset. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

7. Publicity

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

8. Intellectual Property Rights

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

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

9. Default and Recovery etc. of Grant

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

9.1.1 The Grantee commits a Default;

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

9.1.3 The Grantee fails to carry out the Project;

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

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

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

9.3 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.

9.4 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.

9.5 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

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.

14. Compliance with the Law

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

15. Governance

The Grantee shall ensure that adequate internal control and risk management systems are in place and that all resources are used economically, effectively and efficiently.

16. Procurement

The Grantee shall, when purchasing supplies relating to the Project, wherever possible advertise its requirements with a view to seeking tenders so as to secure best value for money in its purchasing activities. In the case of food, the Grantee shall ensure that all food purchased in relation to the Project is of suitable quality.

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 REDACTED who will be your Scottish Government Project Manager for this grant:

REDACTED Scottish Government
International Development Team
3C - North
Victoria Quay
EH6 6QQ

You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

REDACTED
REDACTED International Development

Social and Economic Empowerment of 19,200 smallholder producers in rural Malawi - MW28

GRANT ACCEPTANCE

On behalf of Oxfam, I accept the foregoing offer of Grant by the Scottish Ministers dated 10 May 2013 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

Social and Economic Empowerment of 19,200 smallholder producers in rural Malawi - MW28 - PAYMENT OF GRANT

1. The total Grant of £158,028 STERLING in 2013-14 and an indicative offer of £133,232 in 2014-15 and £108,740 in 2015-16, shall be payable by the Scottish Ministers to the Grantee on a bi-annual basis and only upon receipt of a completed claim for Grant in the "Application for payment of grant 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 years 2013-14, 2014-15 and 2015-16. The Grant for each financial year has been allocated as follows:

	2013-14		2014-15 (Indicative only)		2015-16 (Indicative only)	
	Amount	Claim date no later than	Amount	Claim date no later than	Amount	Claim date no later than
Payment 1	£79,014	31 May 2013	£66,616	30 April 2014	£54,370	30 April 2015
Payment 2	£79,014	30 September 2013	£66,616	30 September 2014	£54,370	30 September 2015
TOTAL	£158,028		£133,232		£108,740	

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. This schedule is also currently under review and may be subject to change.

3. The Grantee shall provide a profile of grant expenditure for the following financial year, using agreed budget headings, in the full financial report. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.

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

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

6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the Project having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within one month 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 7 April the amount of the Grant actually expended up to and including 31 March.

Social and Economic Empowerment of 19,200 smallholder producers in rural Malawi - MW28

APPLICATION FOR PAYMENT OF GRANT

You must complete this to claim instalments of your grant.

To: REDACTED
 International Development Team
 3C - North
 Victoria Quay
 Edinburgh
 EH6 6QQ

<p>A: Name and address of organisation:</p>	<p>B: Name of contact within organisation including position and telephone number:</p>
<p>C: Bank Details (Name and address)</p> <p>Sort Code:</p> <p>Account Number:</p>	<p>D: Total amount of Scottish Government grant offered in 2013-14:</p> <p>.....</p> <p>Total received to date:</p> <p>.....</p> <p>Amount of grant spent to date:</p> <p>.....</p> <p>Forecast of total grant required by 31 March 2014:</p> <p>.....</p> <p>Amount of grant requested:</p> <p>.....</p>

Signed

Name in Capitals Date

Social and Economic Empowerment of 19,200 smallholder producers in rural Malawi - MW28

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

This is to confirm that the grant claimed by Oxfam in relation to the above Project during the financial year ended 31 March 2014 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 the Oxfam.

Signed:

Name in block capitals:

Position:

Date:

Social and Economic Empowerment of 19,200 smallholder producers in rural Malawi - MW28

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 miss-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 organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more organisations or bodies are the Grantee, references to the “Grantee” are to those 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.

**Social and Economic Empowerment of 19,200 smallholder producers in rural Malawi -
MW28**

THE ORIGINAL PROPOSAL

PROJECT SPECIFIC CONDITIONS

Social and Economic Empowerment of 19,200 smallholder producers in rural Malawi (MW28)

To further strengthen your project, your Grant Offer is also subject to two project specific conditions identified by the independent assessors, namely the requirement to improve the proposed 'exit strategy' and the Scottish expertise component of your project.

Specifically:

- **Exit Strategy:** The independent assessors raised concern about the project exit strategy because it is, in part, proposed as a sustainable exit from the current project '*Promoting Sustainable Livelihoods for Vulnerable Groups, Particularly Women, in Chiradzulu District*', a project funded by the Scottish Government. The assessors noted that your exit strategy relates predominantly to sustainability of activities, rather than addressing institutional issues of what on-going support the local groups established by the project will require and who will provide that support. Therefore, your project is required to incorporate institutional sustainability into its exit strategy alongside sustainability of activities.
- **Scottish Expertise:** While Oxfam Malawi have considerable expertise and have a well-established track record for delivering similar projects in Malawi, the independent assessors were concerned that Oxfam Scotland's role in the proposed project does not go beyond grant management, (although the costs that have been added for their management are relatively small). Therefore, your project is required to utilise Oxfam's Scotland's role beyond a predominantly grant management role.

Culture, External Affairs and Tourism Directorate
International Division

T: +44(0)131-244 [REDACTED] F: +44(0)131-244 [REDACTED]
E: [REDACTED].gsi.gov.uk



[REDACTED]
Head of Oxfam Scotland
Oxfam Scotland
207 Bath Street
Glasgow
G2 4HZ

23 April 2010
Our ref: MA31

internationaldevelopment@scotland.gsi.gov.uk

OFFER OF GRANT FOR 2010-11 to 2012-13: PROMOTING SUSTAINABLE LIVELIHOODS FOR VULNERABLE GROUPS, PARTICULARLY WOMEN, IN CHIRADZULU DISTRICT - MALAWI

Dear [REDACTED],

Thank you for your grant application form dated 18 January 2010, which you submitted for consideration for funding from the Scottish Government International Development Fund.

On behalf of Scottish Ministers' exercise of their powers under Section 97 (1) of the Charities and Trustee Investment (Scotland) Act 2005, I am pleased to be able to offer a grant of £180,000 STERLING in 2010-11, and an indicative offer of £120,000 in 2011-12 and £100,000 in 2012-13, subject to decisions reached by Scottish Ministers in the Annual Budget Act and in Spending Review deliberations, to Oxfam Scotland ("the Grantee") for the purpose of assisting with the development of Promoting Sustainable Livelihoods for Vulnerable Groups, Particularly Women, in Chiradzulu District - Malawi ("the Project") as described in the grant application and under the terms and conditions of the formal grant offer letter.

It should be emphasised that Scottish Government funded projects should not discriminate between individuals or groups on the basis of their gender, sexuality, race, religion or disability. In addition no part of any grant award may be used to fund activity or material which appears to be designed to promote or support a particular political party or religion, including distributing the literature associated with a particular religion or political party.

Specific conditions of the grant are set out below. 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 the Grant Acceptance Form at **Schedule 1** and return it to me at the address on the form no later than 30 April 2010. You should retain a copy of the Grant Acceptance Form for your own records.

Outlined in **Schedule 2** are details of your grant award and I also attach, as **Schedule 3**, an Application for Payment of Grant form. This should be completed annually and sent by 30

April, when you request each instalment of the grant. No grant can be paid until the Grant Acceptance and Grant Claim Forms are received.

Schedule 4, your Statement of Compliance, should be submitted along with your full financial report in April each year for the duration of the project. **Schedule 5** provides definitions to help you understand the terms and conditions.

You should also read and note the attached document (**Annex A**), which describes the Monitoring and Evaluation (M&E) process that will apply to this International Development Fund grant. All of the necessary M&E forms are available on line at: <http://www.scotland.gov.uk/Topics/Government/International-Relations/internationaldevelopment/idffundingguidance/malawidevprog/granholder>

The Mid Financial, Full Financial and Final Reporting Forms will have to be completed at required intervals throughout the lifetime of your project and you should ensure that you are able to provide the relevant and appropriate information, in a timely fashion, as a condition of your grant.

I will be your Project Manager, please feel free to contact me at any time through the course of the project to discuss the project itself. You should also note that your Government of Malawi Strand Lead is Dr Ann Phoya. Please note that although we forward all copies of reports as they are received from Grantholders to the Government of Malawi, it is your responsibility to share any information with the Government of Malawi if required and to maintain an effective dialogue. Queries relating to the administration of the grant should be directed to our Grant Liaison Officer on 0131 244 1890 or at internationaldevelopment@scotland.gsi.gov.uk. Your reference number is MA31, please quote this reference in any correspondence.

TERMS AND CONDITIONS

1. Definitions and Interpretation

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

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 Notwithstanding any provision in the attached conditions, minimum reporting and monitoring requirements are as follows:

- Provide an Interim Monitoring and Evaluation Report at designated intervals as outlined in Annex A, outlining progress in each objective as detailed in your application form;
- Provide a detailed Full Financial Project Report, as specified in paragraph 4 below;
- Provide copies of any other reports arising from the project.

2.5 The main objectives / expected outcomes of the Grant are those described and detailed in section E of the relevant International Development Fund application Form.

2.6 The targets / milestones against which progress in achieving objectives / expected outcomes shall be monitored will be described and detailed in the Interim Monitoring and Reporting forms and the Full Financial Project reports.

2.7 The eligible costs for which the Grant can be claimed are as given in paragraph two of this letter. 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 2** attached.

3.2 The Grantee shall submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **Schedule 4**. This shall be done as soon as possible following the end of each financial year in respect of which the Grant has been paid **and/or** of receiving the final instalment of the Grant. The statement shall be signed by the Grantees.

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 Royal Bank of Scotland plc 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 2, 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 Interim, Full Financial and Final Reporting forms. 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 or changes to the focus of the delivery of your project which may affect progress in achieving Objectives / Outcomes shall be subject to the written agreement of the Scottish Ministers.

4.3 The Grantee shall, on completion of the Project, submit a Final 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 five 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.

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.

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 5 years of the asset being acquired or developed. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

7. Publicity

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

8. Intellectual Property Rights

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

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

9. Default

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

9.2.1 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; or

9.2.2 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.

9.3 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 Royal Bank of Scotland plc. 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.

9.4 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.

9.5 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 not offer or give or agree to give any person any gift or consideration of any kind as an inducement or reward in relation to this Grant. The Grantee shall ensure that its employees shall not breach the terms of the Prevention of Corruption Acts, 1889 to 1916 in relation to this or any other grant.

13. Continuation of Conditions

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.

14. Compliance with the Law

14.1 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.

14.2 We would encourage you to maintain your dialogue with the Government of Malawi, and to continue to build and maintain links within Malawi.

15. Governance

The Grantee shall ensure that adequate internal control and risk management systems are in place and that all resources are used economically, effectively and efficiently.


Yours sincerely,

[Redacted signature]

[Redacted signature]

Promoting Sustainable Livelihoods for Vulnerable Groups, Particularly Women, in Chiradzulu District - Malawi – MA31 – 2010 to 2013

GRANT ACCEPTANCE FORM

To:  Scottish Government International Division International Development Team Area 2 H-North Victoria Quay Edinburgh EH6 6QQ	From: Contact Name: Position within Organisation: Name of Organisation: Address:
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Grant Conditions:

On behalf of the above named organisation I certify that I have read and accept the conditions referred to in the Scottish Government's grant offer letter dated 23 April 2010 and accept the grant offer.

	Amount	Claim date no later than
Payment 1	£180,000	30 April 2010
Payment 2	£120,000	30 April 2011
Payment 3	£100,000	30 April 2012

Signed..... (Chief Executive or equivalent)

Date.....



What you need to do next

- Sign and return the Grant Acceptance Letter (Schedule 1)
- Sign and return the Grant Claim Form (Schedule 3).

These forms must be completed immediately and returned by **no later** than 30 April 2010.

Please note that in March 2011 (and at the end of each financial year for the duration of the project) you will need to submit:

- a Full Financial Report
- a signed Statement of Compliance.



INVESTOR IN PEOPLE



SCHEDULE 2

Promoting Sustainable Livelihoods for Vulnerable Groups, Particularly Women, in Chiradzulu District - Malawi – MA31 – 2010 to 2013

PAYMENT OF GRANT

1. The total Grant of £180000 STERLING in 2010-11, and an indicative offer of £120000 in 2011-12 and £100000 in 2012-13 shall be payable by the Scottish Ministers to the Grantee annually in advance, as agreed in terms of grant funding to public sector and/or voluntary sector bodies, on receipt of a completed claim for Grant in the form set out in **Schedule 3** 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 years 2010 -11, 2011-12 and 2012-13. The Grant for each financial year has been allocated as follows:

	Amount	Claim date no later than
Payment 1	£180,000	30 April 2010
Payment 2	£120,000	30 April 2011
Payment 3	£100,000	30 April 2012

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.

3. The Grantee shall provide a profile of grant expenditure for the following financial year, using agreed budget headings, in the full financial report. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.

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

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

6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the Project having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within one month 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 7 April the amount of the Grant actually expended up to and including 31 March.

Promoting Sustainable Livelihoods for Vulnerable Groups, Particularly Women, in Chiradzulu District - Malawi – MA31 – 2010 to 2013

GRANT CLAIM FORM

APPLICATION FOR PAYMENT OF GRANT

You must complete this to claim instalments of your grant.

To: [REDACTED]
 Scottish Government
 International Division
 International Development Team
 Area 2H-North
 Victoria Quay
 Edinburgh
 EH6 6QQ

<p>A: Name and address of organisation:</p>	<p>B: Name of contact within organisation including position and telephone number:</p>
<p>C: Bank Details (Name and address)</p> <p>Sort Code:</p> <p>Account Number:</p>	<p>D: Total amount of Scottish Government grant offered in 20.....</p> <p>Total received to date.....</p> <p>Amount of grant spent to date.....</p> <p>Forecast of total grant required by 31 March 20</p> <p>Amount of grant requested.....</p>

Signed
 Name in Capitals Date.....

Promoting Sustainable Livelihoods for Vulnerable Groups, Particularly Women, in Chiradzulu District - Malawi – MA31 – 2010 to 2013

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Promoting Sustainable Livelihoods for Vulnerable Groups, Particularly Women, in Chiradzulu District - Malawi

This is to confirm that the grant claimed by Oxfam Scotland in relation to the above Project during the financial year ended 31 March 2011 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 Oxfam Scotland.

Amount of Grant Claimed for financial year 2010-11:

Signed:

Name in block capitals:

Position:

Date:



Promoting Sustainable Livelihoods for Vulnerable Groups, Particularly Women, in Chiradzulu District - Malawi – MA31 – 2010 to 2013

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 miss-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 2** hereto.

Scottish Government International Development Fund.

Monitoring and Evaluation Process

Monitoring from Project, to Programme and Policy

The monitoring, reporting and evaluation system for IDF funded projects has been re-designed to be more outcome focussed, and to offer greater structure to enable disaggregation of monitoring outcomes at **Project, Programme and Policy** levels. We will be requesting specific information from you to support the monitoring and evaluation process in its entirety, from project level up to policy level, and enable effective monitoring of the impact of your project. **Table A** illustrates the Aims and Objectives that apply to each of the three levels:

Project level Monitoring and Evaluation

Project level Monitoring involves three forms, copies of which will be available on line: <http://www.scotland.gov.uk/Topics/Government/International-Relations/internationaldevelopment/idffundingguidance/malawidevprog/granholder>.

The forms must be completed on line and submitted electronically. They are:

- **Mid Financial Year Report** - This form should keep the Scottish Government (SG) up to date with your progress between full financial reports, enabling the SG to consider any potential difficulties or problems arising in achieving your Objectives.
- **Full Financial Report** – this should be a full report of the financial year's progress, including a full financial report and details of progression towards project, programme and policy Aims and Objectives.
- **Final Report** – this form will be required on completion of the project and should provide a final full financial report as well as a critical assessment of the project as a whole, and the success in meeting relevant Aims and Objectives.

Following the submission of each report we will endeavour to ensure you receive comments within one month. Any queries or questions raised by the Scottish Government in these reports must be addressed immediately.

Type of report required	Date Report to be submitted	Reporting Period
Mid Financial Year Report	October 2010	April 2010 – October 2010
End of Financial Year Report	April 2011	April 2010 - March 2011
Mid Financial Year Report	October 2011	April 2011 - October 2011
End of Financial Year Report	April 2012	April 2011 - March 2012
Mid Financial Year Report	October 2012	April 2012 - October 2012
Final Report	April 2013	April 2012 - March 2013

Receipt of the next stage of your funding, within your current contract, is dependent on successful completion of the monitoring and evaluation process as agreed by the Scottish Government, and receipt of your next Grant Claim Form and Statement of Compliance.

Table A : Policy, Programme and Project level

<p>Policy Level: Scottish Government International Development Policy</p> <p>Aims:</p> <ul style="list-style-type: none"> • To enhance Scotland's contribution to the global fight against poverty through activity which is clearly designed to support the achievement of the MDGs and economic growth in developing countries. • To demonstrate Scotland's commitment to play its role in addressing the challenges faced by the developing world, recognising Scotland's identity as a responsible nation. <p>Objectives:</p> <ul style="list-style-type: none"> • To work in a focussed way with a small number of identified developing countries to provide support to those in greatest need and the most vulnerable, working through organisations in Scotland and in line with priorities of the respective countries. • To develop Scotland's special relationship with Malawi, working with the Government of Malawi to achieve sustainable outcomes. • To contribute to relevant in-country development policies and priorities and to complement the work of the UK Government and other international development programmes.
<p>Programme Level: Malawi Development Programme</p> <p>Aims</p> <ul style="list-style-type: none"> • To enhance Scotland's contribution to the global fight against poverty by building Scotland's special relationship with Malawi, reflecting our shared history and working together to achieve sustainable outcomes. • To work with the Government of Malawi, through the Joint Commission process, to ensure that a relevant and effective programme is delivered. • To complement the work of the UK Government and other international development programmes in Malawi. <p>Objectives</p> <ul style="list-style-type: none"> • To deliver on the Co-operation Agreement commitment , and within that to give due consideration to the cross cutting themes.
<p>Project level: Aims and objectives of each individual project funded by the IDF as described in your application form.</p>

T: +44(0)131-244- REDACTED F: +44(0)131-244-1625
E: REDACTED@scotland.gsi.gov.uk

REDACTED
Oxfam Scotland
207 Bath Street
GLASGOW
G2 4HZ

Our ref: MAL08
22 May 2012

Dear REDACTED

OFFER OF GRANT FOR 2012-13 to 2014-15: WOMEN FARMERS ACCESS VALUE-CHAINS AND ADAPT TO CLIMATE CHANGE

The Scottish Ministers in exercise of their powers under Section 97 of the Charities and Trustee Investment (Scotland) Act 2005 hereby offer to give a grant of up to **£114,383 STERLING in 2012-13 and an indicative offer of £133,034 in 2013-14 and £134,821 in 2014-15**, subject to decisions reached by Scottish Ministers in the Annual Budget Act, to Oxfam Scotland (“the Grantee”) for the purpose of delivering the “**Women Farmers Access Value-Chains and Adapt to Climate Change**” project which is more particularly described in Part 1 of Schedule 1 (“the Project”). Please note the costs of three motorbikes (Q40c), their maintenance and insurance as well as a laptop (Q40) have not been funded and your grant has been reduced by the corresponding amount.

The grant is subject to the following terms:

1. Definitions and Interpretation

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

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

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

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

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 objective of the Grant is that described and detailed in question 30 of the original application form submitted in January 2012.
- 2.5 The key outputs and outcomes against which progress in achieving the objective shall be monitored are those described and detailed in question 32 of the original application form.
- 2.6 The eligible costs for which the Grant can be claimed are those activities also described at question 32 of the original application form.
- 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. Outlined in **Schedule 2** are details of an Application for Payment of Grant form. No grant can be paid until the Grant Acceptance and Grant Claim Forms are received.
- 3.2 The Grantee shall within 6 months 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**. This should be completed annually and sent by 30 April. The statement shall be signed by the Grantee's Director of Finance.
- 3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the 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.
- 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 Interim, Full Financial and Final Reporting forms. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimate 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, and within six months of receiving the final instalment of the Grant, 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 5 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.

6. Disposal of Assets

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

7. Publicity

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

8. Intellectual Property Rights

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

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

9. Default and Recovery etc. of Grant

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

9.1.1 The Grantee commits a Default;

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

9.1.3 The Grantee fails to carry out the Project;

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

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

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

9.3 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.

9.4 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.

9.5 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

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.

14. Compliance with the Law

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

15. Governance

The Grantee shall ensure that adequate internal control and risk management systems are in place and that all resources are used economically, effectively and efficiently.

16. Procurement

The Grantee shall, when purchasing supplies relating to the Project, wherever possible advertise its requirements with a view to seeking tenders so as to secure best value for money in its purchasing activities. In the case of food, the Grantee shall ensure that all food purchased in relation to the Project is of suitable quality.

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:

International Development Team
3-C North, Victoria Quay
EH6 6QQ

You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

REDACTED

REDACTED

REDACTED International Development

WOMEN FARMERS ACCESS VALUE-CHAINS AND ADAPT TO CLIMATE CHANGE 2012-13 to 2014-15

GRANT ACCEPTANCE

On behalf of Oxfam Scotland, I accept the foregoing offer of Grant by the Scottish Ministers dated May 2012 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:

WOMEN FARMERS ACCESS VALUE-CHAINS AND ADAPT TO CLIMATE CHANGE
30 April 2012 to 2014-15

PAYMENT OF GRANT

1. The total Grant of £114,383 STERLING in 2012-13 and an indicative offer of £133,034 in 2013-14 and £134,821 in 2014-15 shall be payable by the Scottish Ministers to the Grantee on a bi-annual basis and only upon receipt of a completed claim for Grant in the “Application for payment of grant 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 years 2012-13, 2013-14 and 2014-15. The Grant for each financial year has been allocated as follows:

	2012-13		2013-14 (Planned)		2014-15 (Planned)	
	Amount	Claim date no later than	Amount	Claim date no later than	Amount	Claim date no later than
Payment 1	£57,191.50	31 May 2012	£66,517	30 April 2013	£67,410.50	30 April 2014
Payment 2	£57,191.50	30 September 2012	£66,517	30 September 2013	£67,410.50	30 September 2014
TOTAL	£114,383		£133,034		£134,821	

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. This schedule is also currently under review and may be subject to change.

3. The Grantee shall provide a profile of grant expenditure for the following financial year, using agreed budget headings, in the full financial report. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.

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

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

6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the Project having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within one month 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 7 April the amount of the Grant actually expended up to and including 31 March.



**WOMEN FARMERS ACCESS VALUE-CHAINS AND ADAPT TO CLIMATE CHANGE
2012-13 to 2014-15**

APPLICATION FOR PAYMENT OF GRANT

You must complete this to claim instalments of your grant.

To: REDACTED
International Development Team
Area 3-C (North)
Victoria Quay
Edinburgh
EH6 6QQ

<p>A: Name and address of organisation:</p>	<p>B: Name of contact within organisation including position and telephone number:</p>
<p>C: Bank Details (Name and address)</p> <p>Sort Code:</p> <p>Account Number:</p>	<p>D: Total amount of Scottish Government grant offered in 2012-13:</p> <p>.....</p> <p>Total received to date:</p> <p>.....</p> <p>Amount of grant spent to date:</p> <p>.....</p> <p>Forecast of total grant required by 31 March 2013:</p> <p>.....</p> <p>Amount of grant requested:</p> <p>.....</p>

Signed

Name in Capitals Date



**WOMEN FARMERS ACCESS VALUE-CHAINS AND ADAPT TO CLIMATE CHANGE
2012-13 to 2014-15**

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

This is to confirm that the grant claimed by Oxfam Scotland in relation to the above Project during the financial year ended 31 March 2013 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 Oxfam Scotland.

Signed:

Name in block capitals:

Position:

Date:

**WOMEN FARMERS ACCESS VALUE-CHAINS AND ADAPT TO CLIMATE CHANGE
2012-13 to 2014-15**

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 miss-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 organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more organisations or bodies are the Grantee, references to the “Grantee” are to those 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.

From: [REDACTED]
To: [REDACTED] [Minister for International Development and Europe; First Minister; Cabinet Secretary for Culture, Tourism and External Affairs](#)
Cc: [INTER : International Development;](#) [REDACTED]
Subject: RE: Oxfam - action point asap Monday pls
Date: 12 February 2018 13:39:40
Attachments: [Oxfam IDF funding to date Feb 2018 - table.xlsx](#)
[Oxfam IDF funding to date Feb 2018.docx](#)
[image003.jpg](#)

All,

Updated list of SG ID funded Oxfam projects now including Climate Justice Fund. Table also attached, which gives a better visual representation.

I understand there have been questions on Oxfam funding since 2010, the figure since 2010 is approximately **£6.7 million** (funding is across financial not calendar years)

[REDACTED]
International Development
Area 2H (North)
Victoria Quay, Edinburgh, EH6 6QQ
Tel: +44 (0)131 244 [REDACTED]
BlackBerry: +44 [REDACTED]



From: [REDACTED]
Sent: 12 February 2018 11:38
To: [REDACTED]
Cc: [INTER : International Development;](#) [REDACTED]
Subject: RE: Oxfam - action point asap Monday pls

List of SG funded Oxfam projects including humanitarian crises attached. CJF projects to be added by [REDACTED]