

# Connecting Scotland Grant Agreement



## 1. Parties

<b>Scottish Council for Voluntary Organisations (“SCVO”, “us”, “we”)</b>		
<b>Address</b>	Mansfield Traquair Centre, 15 Mansfield Place, Edinburgh EH3 6BB	
<b>Registered number</b>	<b>Charity number:</b> SC003558 <b>Company number:</b> CS000411	
<b>Contact details</b>	<b>Address</b>	Mansfield Traquair Centre, 15 Mansfield Place, Edinburgh EH3 6BB
	<b>Email</b>	<a href="mailto:help@connecting.scot">help@connecting.scot</a>

<b>The Grantee</b>		
<b>Organisation name</b>		
<b>Registered number(s)</b>		
<b>Main contact</b>	<b>Name</b>	
	<b>Email</b>	
	<b>Telephone</b>	

## 2. Introduction

### 2.1 Purpose of this Agreement

This Grant Agreement records the agreement between SCVO and the Grantee with regards to Support provided through the Connecting Scotland programme.

This Grant Agreement outlines the following:

- Overview of Connecting Scotland
- Project description
- Support description and delivery details
- Grant conditions
- Contact details

### 2.2 Definitions

In this Grant Agreement the following words shall have the following meanings:

- **“Agreement”** means this Grant Agreement between SCVO and the Grantee (and includes the Appendices);
- **“Grantee”** means the organisation designated as the Grantee at clause 1 of this Agreement;

- **“Programme”** means the Connecting Scotland programme as further described at clause 3 of this Agreement;
- **“Project”** means the project to be implemented by the Grantee under the Programme with the Support and as further described at clause 4 of this Agreement;
- **“Support”** means the support to be provided by SCVO to the Grantee under the Programme and for the Project, and as further described at clause 5 of this Agreement;
- **“Service User”** and/or **“End Users”** means those individuals and/or families who will benefit from the Project.

### 3. Connecting Scotland (the Programme)

Connecting Scotland is a Scottish Government initiative set up in response to the coronavirus pandemic to provide support to people who digitally excluded and on low incomes.

The Programme will work through public sector and third sector organisations who are already working with these people to reach them and provide support.

Organisations may receive support from SCVO to pass on to eligible Service Users including:

- Access to devices – iPads and/or Chromebooks;
- Access to connectivity – a mobile WiFi device (MiFi) with unlimited data for 24 months; and
- Access to training and support – to allow staff and volunteers of the Grantee to act as ‘Digital Champions’ to support Service Users to use the internet confidently and safely.

More detail on the Programme, including full guidance for projects and frequently asked questions are available online at: <https://connecting.scot/for-organisations/welcome-pack>

Applications to Connecting Scotland have been assessed by local Councils and SCVO. The Grantee’s Project application (**“Project Application”**) has been successful and has been awarded Support as described in this Agreement.

### 4. Project

This clause 4 summarises the Project.

#### 4.1 Overview of the Project

Project reference number:

The Project is operating in the following Council area:

The total number of Service Users being supported by the Project is:

Brief summary of the Project:

The awarded devices and internet connectivity will be provided to Service Users from the Grantee. Support will be provided to Service Users from Digital Champions who have received training from SCVO.

## 4.2 Eligibility Criteria

The Grantee represents and warrants that all Service Users meet all three of the following criteria (“**Eligibility Criteria**”):

1. The Service User is digitally excluded, meaning that he/she does not have an appropriate device and/or is not connected to the internet at home; **AND**
2. The Service User is on low incomes so cannot afford to buy a device or pay for internet access; **AND**
3. The Services User is **EITHER**:
  - a. from household with children or where a child is normally resident (this includes pregnant women with no child in the household): **OR**
  - b. a care leaver up to the age of twenty-six (in line with eligibility for aftercare support)

## 4.3 Priority Groups

It is expected that the Project will reach the following number of Service Users in each of the following priority groups:

Households with children	
Care leavers	
Other vulnerable people	

Some flexibility in allocation of Devices between priority groups is acceptable. However, if numbers in each priority group change by more than 10%, the Grantee must seek prior written approval for a change from SCVO by emailing [help@connecting.scot](mailto:help@connecting.scot)

## 4.4 Unique elements

If the Project has any unique elements which make it different to the standard criteria and support, these are described below.

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## 5. SCVO Support

This clause 5 summarises the Support to be provided by SCVO to the Grantee under this Agreement. The provision of such Support is subject to the Grant Conditions at clause 6.

SCVO will assist with the following in relation to the management of the Programme:

- Arranging delivery of devices to one location (see clause 5.2 below)
- Providing access to training for Digital Champions (see clause 5.3 below)
- Providing follow-up support for Digital Champions
- Providing second line support for Digital Champions to raise technical issues and warranty claims via [help@connecting.scot](mailto:help@connecting.scot)
- Providing a freephone helpline (0800 0 590 690) for end users, where their Digital Champion cannot resolve their query
- Co-ordinating evaluation, including providing templates and systems to record monitoring and evaluation data
- Reporting to the Scottish Government on project development and impact
- Promotion of selected project work through our communications
- Communication of all relevant developments / changes and paperwork requirements relating to the delivery of the programme

### 5.1 Provision of Devices

SCVO will provide the Grantee with the following “**Devices**” for the purpose of the Project:

Number of Chromebooks	
Number of iPads	
Number of MiFi*	

*\* Inclusive of unlimited data for 24 months (subject to a fair usage policy)*

The provider for mobile connectivity through the MiFi device is Vodafone. In exceptional cases, SCVO may be able to make alternative arrangements where there is no Vodafone coverage where Service Users reside (e.g. particularly rural island areas). Considering the Grantee’s total allocation of MiFi above, please tell us how many, if any at all, require alternative arrangements. SCVO will follow-up with alternative connectivity options. Please be aware that where alternative connectivity is required, there may be a delay to delivery of devices. If the Grantee has no exceptions, please enter ‘0’.

### 5.2 Delivery of the Devices

The Grantee understands that SCVO are unable to control the date of delivery of the Devices to the Grantee and/or take requests for specific delivery dates or times. SCVO will use reasonable endeavours to provide the Grantee with tracking information on despatch so that the Grantee can rearrange the delivery at its convenience. Please note that the iPads and Chromebooks are despatched

separately to the MiFi devices. For some general guidance on the distribution process please visit: <https://connecting.scot/for-organisations/welcome-pack>

SCVO only agrees to arrange delivery of Devices to one location The Grantee must provide an address that is able to take delivery of the number of Devices awarded. The Grantee shall be required to sign for the Devices upon receipt. The Devices should be delivered to the Grantee at the following address (unless otherwise agreed between the parties in writing):

Name:	
Address line 1:	
Address line 2:	
Address line 3:	
Postcode:	

A contact telephone number for the deliveries is (mobile preferred):

### 5.3 Provision of Training and Support

SCVO will also provide Digital Champion training sessions and support to the Grantee's staff and volunteers to enable them to support End Users. The Grantee's staff and volunteers can book in to these sessions online here: <https://connecting.scot/digital-champions/training-2020>

## 6. Grant Conditions

### 6.1 Distribution of Devices to End Users

The Grantee assumes all legal interest, title and risk in and to the Devices upon receipt of delivery and agrees to transfer all legal interest and title to End Users within 30 days of receipt of the Device.

The Grantee agrees that that it will use its discretion (in good faith) to distribute the Devices to End Users who meet the Eligibility Criteria.

If the Grantee receives any Device which is not then distributed to End Users (for whatever reason) within 30 days of receipt of the Device, the Grantee agrees and warrants that it shall return any such Device to SCVO (and legal interest and title to the Device will transfer to SCVO at the end of the 30 day period), at its own cost within such timescale as reasonably required by SCVO.

Until the Devices have been delivered to End Users and/or back to SCVO, the Grantee shall (a) store the Devices separately from all other goods held by the Grantee so that they remain readily identifiable, (b) not deface or damage any packaging on or relating to the Devices, and (c) maintain the Devices in the original condition as received by the Grantee.

The Grantee shall ensure that each End User is provided with, and properly signs, a User Agreement (in the form set out in Appendix 2 to this Agreement) and that each End User accepts and understands that the Device is provided on the terms and conditions set out in the User Agreement. The Grantee

shall ensure that each End User fully understands that his/her personal information will be shared with SCVO, the Scottish Government and the local Councils, in line with the Privacy Notice outlined within the User Agreement. The Grantee agrees to provide SCVO with access to executed copies of the User Agreement immediately upon request.

SCVO may monitor whether MiFi Devices are being used. The SIM card is activated on the date of despatch. Any SIM that shows no data usage 3 months from this date may be deactivated.

## **6.2 Digital Champion Support to End Users**

The Grantee confirms that it has the capacity to provide Digital Champion Support to End Users or has the ability to form local partnerships to help the Grantee deliver the same.

“Digital Champion Support” is support to help End Users develop their digital skills and confidence through the Digital Champions model. Please see the following link for more information on the Digital Champions model: <https://connecting.scot/digital-champions>

The Grantee agrees that its (and/or its local partnership’s) staff and/or volunteers shall not provide Digital Champion Support unless they complete the 2.5 hour remote training session with SCVO (and/or its partner) to become ‘Digital Champions’. The required number of staff/volunteers who undertake such training should be reflective of the number of Digital Champions which the Grantee requires to support the number of End Users to develop their digital skills and confidence. This is at the Grantee’s discretion (to be exercised in good faith).

The Grantee confirms that all staff and volunteers supporting End Users to develop digital skills and confidence have been appropriately vetted through the necessary and relevant Disclosure Scotland and Protection of Vulnerable Groups (PVG) checks, where appropriate.

The Grantee agrees to provide an appropriate level of support to each End User of a Device in order to help them set-up and use the Device. Such support should be provided to, and available by, each End User for a period of 6 months from the date of receipt of the Device to the relevant End User. The Grantee shall also ensure that each End User has someone to contact to request ad hoc support (e.g. through a Digital Champion).

If the Grantee has any questions in respect of its obligations to provide support to End Users, it should contact SCVO at [help@connecting.scot](mailto:help@connecting.scot)

## **6.3 Delivery of the Project**

The Grantee agrees and represents that (a) the Grantee has the authority and competence to carry out and effect the Project, and (b) all of the information provided by the Grantee to SCVO in connection with the Programme, the Project, the Support (including the Project Application) is true and accurate.

The Grantee agrees to receive and distribute the Devices and provide the Digital Champion Support in accordance with government health and safety guidance. For more information see [Scottish Government Coronavirus \(COVID-19\): Business and Social Distancing Guidance](#). This [guidance](#) from Scottish Community Development Centre provides information, endorsed by Public health Scotland,

sets out enhanced guidance for community groups, organisations and volunteer networks to work safely in the community, including best practice for hygiene and deliveries.

The Grantee agrees not to use the Support and/or Devices for any other purpose except for the Project (unless otherwise agreed by SCVO in writing and in advance). The Grantee shall not use the Support and/or Devices for and/or in connection with any illegal activities. The Grantee shall not change the Project without the prior written permission of SCVO.

#### **6.4 Monitoring and Evaluation**

For each End User, the Grantee agrees to provide the data detailed in Appendix 1 to SCVO within two weeks of the Grantee delivering a Device to the relevant End User. Such information will be provided to SCVO in such format as notified by SCVO from time to time. The Grantee understands and agrees that the Scottish Government is the controller of the personal data of End Users which is collected and used for the purposes of the Programme. SCVO is acting as the Scottish Government's processor, and therefore, the Grantee is acting as the Scottish Government's sub-processor. On this basis, the Grantee agrees to comply with the standard data processing obligations set out in Appendix 1.

The Grantee agrees to participate in appropriate requests by SCVO and/or the Scottish Government for involvement in the evaluation of the Programme, Support and/or Project, in order to understand the impact on having access to the internet at home on those individuals and wider benefits. The Grantee understands that SCVO and/or the Scottish Government may contact End Users directly for evaluation purposes, and to inform them of new public services which may support them, in line with the Privacy Notice set out in the User Agreement. The Grantee will be asked to provide an email contact for End Users for these purposes and the Grantee agrees to cooperate in this regard.

#### **6.5 Duration and Termination of Agreement**

This Agreement shall commence on the date of signature by the parties, and shall continue, unless terminated earlier in accordance with this clause 6, until delivery of the Project (unless otherwise extended by SCVO in writing).

SCVO may terminate this Agreement by written notice to the Grantee if (a) the Grantee breaches any of the terms of this Agreement, and/or (b) the funding to SCVO from the Scottish Government is suspended, terminated and/or revoked, and/or (c) the Grantee becomes subject to an insolvency related event. If this Agreement is terminated by SCVO, then the Grantee shall immediately return to SCVO any Devices which have not yet been delivered to End Users.

#### **6.6 Publicity, Disclosure and Branding**

SCVO and/or the Scottish Government may publically publish details of supported organisations (including the Grantee) and any details related to the Programme, the Project and/or the Support.

In addition to data sharing mentioned at clause 6.4 above, the Grantee acknowledges that SCVO may share information as related to this Agreement with the Scottish Government and/or Scottish local authorities and councils and that such information may become publically available under the freedom of information laws.

The Grantee acknowledges that SCVO and/or the Scottish Government may use (and authorises such use of) the Grantee's name and brand (including the Grantee's name, trading name and logo and any associated intellectual property rights and other propriety rights) in connection with any marketing or promotional activities relating to the Programme, the Project and/or the Support – SCVO will adhere to such relevant branding guidelines as made available by the Grantee from time to time. SCVO may request that the Grantee assists SCVO with any publicity, materials and/or communications related to Programme, and the Grantee agrees that it shall provide all reasonable assistance upon request. The Grantee shall have no right to use SCVO's branding and/or other intellectual property rights except with the prior written consent of the SCVO, and where such use is authorised the Grantee shall comply with all instructions of SCVO and shall comply with SCVO's branding guidelines (as made available by SCVO from time to time).

## **6.7 General Terms and Conditions**

If the Grantee breaches any of the terms of this Agreement, SCVO may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice.

The Grantee will comply with all applicable laws as related to the Project, including without limitation such laws as related to data protection, health and safety, and protection of vulnerable persons.

The Grantee shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement nor shall it transfer the Support or give any benefit of the Support to any other organisation for any purpose. SCVO may at any time assign any or all of its rights under this Agreement.

No variation of this Agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

A failure or delay by a party to exercise any right or remedy provided under this Agreement shall or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

This Agreement and the Application Form constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. No one other than a party to this Agreement, their successors and permitted assigns, shall have any right to enforce any of its terms.

Any formal notice given to a party under or in connection with this Agreement shall be in writing and shall be sent by post or email to the contact details set out at clause 1 (unless otherwise notified by a party from time to time).

This Agreement shall be governed by Scottish law, and the parties submit to the exclusive jurisdiction of the courts of Scotland.

## 7. Acceptance of this Grant Agreement

SCVO and the Grantee agree to adhere to the Grant Agreement (including the Appendices).

	<b>On behalf of the Grantee</b>	<b>On behalf of SCVO</b>
<b>Name:</b>		
<b>Position:</b>		
<b>Signature:</b>		
<b>Date:</b>		
<b>Place of signing:</b>		

**This is Appendix 1 as referred to in the foregoing Grant Agreement between SCVO and the Grantee**

**End User Data**

Primary contact details

- First Name
- Last Name
- Contact phone number (if available)
- Email address (if available)
- Address (including town/city and postcode)
- Local authority area

Criteria & needs

- Support for an individual or household? (Individual / Household)
  - For individual – date of birth
  - For households – number of adults & children living and ages:
    - Age of adult 1 (16-25, 26-40, 41-60, 61-70, 71-80, 81+)
    - Age of adult 2 (16-25, 26-40, 41-60, 61-70, 71-80, 81+)
    - Age of child 1 (number)
    - Age of child 2 (number)
    - Age of child 3 (number)
    - Age of child 4 (number)
    - Age of child 5 (number)
- Does the household have existing access to:
  - Mobile phone with access to the internet (Yes / No / Unknown)
  - Home broadband / WiFi (Yes / No / Unknown)
  - A tablet computer (Yes / No / Unknown)
  - A laptop or PC (Yes / No / Unknown)
- Estimated level of digital skills and confidence within the household
  - No or very limited use of devices & the internet before
  - Low (needs some support to use the internet confidently and safely)
  - Average (can use the internet confidently and safely with little support)
  - High (confident user who could support others)
- Programme criteria – which vulnerability criteria does the user meet?
  - Family with children
  - Young care leaver
  - Other vulnerability

- Does the user have a disability?
  - Yes
  - No
  - Unsure

#### Device & delivery details

- Device issued (None / Chromebook / iPad)
- Device serial number
- Connectivity option (None / SIM & MiFi)
- SIM mobile number

Date of delivery to end user (date)

### **Standard Data Processing Obligations**

When the Grantee acts as processor/sub-processor for SCVO, the Grantee will:

- (1) process the personal data only on and in accordance with written instructions of SCVO, including with regard to transfers of personal data outwith the UK and EEA, (unless the Grantee is required to process personal data by applicable law in which case the Grantee shall inform SCVO in writing of that legal requirement before undertaking the processing required by applicable law, unless applicable law prohibits such notification);
- (2) keep the personal data confidential and ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (3) not appoint another processor (“sub-processor”) without the prior written approval of SCVO; and where such approval is granted, the Grantee shall ensure that the same data protection obligations as set out in this Appendix shall be imposed on the sub-processor by way of contract. Where the sub-processor fails to fulfil its data protection obligations, the Grantee shall remain fully liable to SCVO for the performance of the sub-processor's obligations;
- (4) on SCVO’s written request, assist SCVO and/or the Scottish Government to respond to requests from data subject's to exercise his/her rights under the data protection laws and/or a compliant or query from data subject or a supervisory authority;
- (5) on SCVO’s written request, promptly assist SCVO and/or the Scottish Government with any data protection impact assessments relevant to this Agreement;
- (6) have in place appropriate technical and organisational measures in compliance with applicable data protection laws;
- (7) at the choice of SCVO, and within the timescales stipulated by SCVO, delete or return all personal data to SCVO and/or the Scottish Government after the end of Project, and delete existing copies (and certify to SCVO that it has done so within any timeframe provided by SCVO), unless applicable law requires ongoing storage of the personal data);
- (8) make available to SCVO and/or the Scottish Government all information necessary to demonstrate compliance with the obligations laid down in this Appendix and allow for and contribute to audits, including inspections; provided that the Grantee shall immediately inform SCVO if, in its opinion, an instruction infringes the data protection laws; and

- (9) notify SCVO in writing immediately, and within twenty-four (24) hours, of becoming aware of a potential or confirmed personal data breach, and assist SCVO and/or the Scottish Government to remedy and notify the personal data breach in accordance with the requirements of the data protection laws.

**This is Appendix 2 as referred to in the foregoing Grant Agreement between SCVO and the Grantee**

**Template User Agreement**

You are receiving this support through the Connecting Scotland programme (<https://connecting.scot>) which is funded by the Scottish Government. The programme is managed by the Scottish Council for Voluntary Organisations (SCVO) and supported by your local Council.

The device and, where applicable, the internet connectivity are being provided to you at no cost.

**How to contact us**

If you need to contact us in relation to the device, any internet connectivity provided by us, or this User Agreement, then please use the following contact details: [ORGANISATION TO INSERT].

If you need to contact Connecting Scotland, you can do so using the following details:

- Helpline: 0800 0 590 690 (Monday to Friday from 10am to 4pm)
- Email: [help@connecting.scot](mailto:help@connecting.scot)

**Terms and conditions**

By accepting the device and support, you agree to the following terms and conditions:

- You now own the device. However, it is being allocated to you in good faith that you will keep the device in your possession for use by you and your family. If you no longer require the device, please return it to us so that we can give it to another individual or family who needs the support.
- It is your responsibility to use the device and internet safely and legally. You declare that there is no legal restriction(s) prohibiting you from using the device and/or internet.
- If you do not have home broadband, you will also be provided with a mobile Wi-Fi device which enables you to connect to the internet over the mobile network. This device comes with unlimited data for a period of 24 months (subject to fair usage policy). After 24 months, you will need to make your own arrangements for mobile data or home broadband. We will provide further information nearer the time to help you understand the options. SCVO holds the contract for this mobile connection and will be able to monitor your data usage but cannot see what you use the internet for and/or which websites you visit – SCVO can simply see your data usage. Please note that SCVO may deactivate mobile Wi-Fi if this is not used within a few months of supply. If you have a problem with your connection you will not be able to contact Vodafone directly, so you should contact us, or call the free-phone Connecting Scotland helpline. You agree to use the mobile Wi-Fi device in accordance with Vodafone’s terms and

policies. You understand that if you misuse the internet connectivity provided to you, it may be revoked or suspended without notice to you.

- Faults with the device may be covered by the manufacturer’s warranty but this warranty does not cover any damage you cause to the device, including accidental damage. If you have a fault with your device you can raise this with us using the contact details noted above.
- It is your responsibility to service, maintain and look after the device. We do not have any responsibility for servicing or maintaining the device and neither does SCVO, the Scottish Government or your local Council. You agree to comply with the manufacturer’s terms and conditions of use for your device.
- If you require any assistance with setting-up and/or using the device, please contact us in the first instance. You can also call the Connecting Scotland helpline.
- As Connecting Scotland is funded by the Scottish Government, and managed by SCVO in partnership with your local Council, we provide information to these bodies about you and your receipt of the device and support. More information on this data sharing is available in the Connecting Scotland privacy notice at Annex 1 to this agreement. You can also access this privacy notice at: [connecting.scot/privacy](http://connecting.scot/privacy) The privacy notice may be updated from time to time to reflect changes in practices or in the law and so we recommend that you periodically review the privacy notice at the link once you have internet access. You acknowledge and agree that you have read and understood this privacy notice.
- You agree to let us know if your contact details change over the next 24 months.
- You understand that you may be contacted by us or the Connecting Scotland team over the next 24 months so that we can understand the benefits having the device and internet at home has brought to you.

I have read and understood this User Agreement and I agree to accept the terms:

Your name:	
Your signature:	
Date:	