

## SCHEDULE 1

### PART 1: THE PROJECT

The main objectives and expected outcomes of the grant are expressly to support the operational costs of Design Dundee Ltd to:

- Enable the completion of construction of the new V&A Dundee museum;
- Deliver a high quality exhibitions programme with regular provision of a range of free to access activity and displays, widening public access and participation levels;
- Deliver inclusive learning and outreach programmes, inspiring learners' creativity and developing future skills for design and business innovation;
- Develop dynamic and interactive digital learning opportunities, evidencing increasing levels of public digital interaction;
- Develop a national programme for design led business innovation which supports companies from across Scotland;
- Provide support for Scotland's creative industries, enabling them to innovate, grow, showcase their work and fulfil their economic potential;
- Strengthen Scotland's economy and international profile by building on our external relationships, attracting increased numbers of visitors from both home and abroad and opening opportunities in new markets;
- Achieve and maintain BREEAM excellent rating;
- Ensure that in delivering and operating the Museum, consider steps that might promote fair working practices, including payment of the Living Wage as this relates to the Grantee's areas of responsibility; and
- Ensure that in delivering and operating the Museum, consider steps that might further promote and protect the rights of children and young people, consistent with the requirements of the United Nations Conventions on the Rights of the Child (UNCRC) as this relates to the Grantee's areas of responsibility.

### PART 2: PAYMENT OF GRANT

1. The total Grant of £1,000,000 shall be payable by the Scottish Ministers to the Grantee quarterly (unless otherwise agreed in writing with Ministers) on receipt of a completed claim for Grant in the form set out in Schedule 2 together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable over the financial year 2018-19. 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 expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. Each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Project since the submission by it of the last claim for an instalment of the Grant or 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 has reasonably and properly incurred or 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 2 weeks of receiving a claim and any required documentation and information relevant to the claim.

7. In order to facilitate the accrual of expenditure of the Grant for the financial year the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 10 April the amount of the Grant actually expended up to and including 31 March.

## SCHEDULE 2

### GRANT CLAIM FORM

Organisation: *Design Dundee Limited*

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

Project: *[Name / Description]*

Total agreed grant for 2018-19: £1,000,000

Latest forecast of expenditure of grant for 2018-19: *[Amount]*

Grant claimed to date: £0

[Unexpended grant: *where grant is paid in advance*] *[Amount]*

[Claim for grant] *or* [Estimate of grant required] for the period [from *xxxx* to *xxxx*] *or* [to *xxxx*]:  
*[Amount]*

We hereby claim [total] grant of [£            ] in respect of the above period in accordance with the terms and conditions of the offer of Grant dated [            ] and the Schedules attached thereto.

Completed by:

Position:

Contact Details:

Date:

**Items of Expenditure**

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that will be made available on request to substantiate each amount.

A Item	B Amount (£)	C Paid Invoice [Y/N]	D Other (please specify, e.g. certificate of payment in kind)
<b>TOTAL*</b>			

\* Note the total should add up to the total expenditure claimed for the period.



### SCHEDULE 3

#### STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

##### Design Dundee Limited

This is to confirm that the grant claimed by Design Dundee Limited in relation to the above Project during the financial year ended 31 March 2019 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 Design Dundee Limited.

Signed:

Name in block capitals:

Position:

Date:



## SCHEDULE 4

### DEFINITIONS

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

**Brand** means the "V&A Museum of Design Dundee" brand including the trade names, logos, domain names V&A Dundee.org and any other name or stylised or graphic version of that name or associated insignia incorporating 'V&A' or 'Victoria and Albert Museum' but specifically not including the general V&A brand used by V&A (London);

**“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, but not limited to, all copyright, moral rights, patents and rights in inventions, trade marks, trade names, domain names, rights to goodwill, registered designs, unregistered designs, confidential information (including know-how and trade secrets), software (including object code and source code), database rights and other intellectual property rights in each case whether registered or unregistered produced as part of the Project by or on behalf of the Grantee using the Grant, and including all applications (or rights to apply) for, and renewals or extensions of, such rights and similar or equivalent rights which subsist or will subsist now or in the future in any part of the world.

**“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.

Annex A

DESIGN DUNDEE LIMITED – 2018-19 GRANT PROFILE

TITLE	GRANT OFFER 2018-19	Apr 18	May 18	Jun 18	Jul 18	Aug 18	Sep 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19
Revenue funding	£1m	0.5m			0.5m								
<b>TOTAL</b>	<b>£1m</b>	<b>0.5m</b>			<b>0.5m</b>								
Date of Claim													

Date -

## SCHEDULE 2

### GRANT CLAIM FORM

Organisation: Design Dundee Limited

Bank details: Redacted – 33(1)(b)

Project: V&A MUSEUM OF DESIGN DUNDEE

Total agreed grant for 2018-19: £1,000,000

Latest forecast of expenditure of grant for 2018-19: £1,000,000

Grant claimed to date: £0

Unexpended grant: £1,000,000

Claim for grant for the period 1 April 2018 to 30 June 2018: £500,000

We hereby claim grant of £500,000 in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 20 March 2018 and the Schedules attached thereto.

Redacted – 38(1)(b)

Date: 2 April 2018

#### Items of Expenditure

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that will be made available on request to substantiate each amount.

A Item	B Amount (£)	C Paid Invoice [Y/N]	D Other (please specify, e.g. certificate of payment in kind)
Eligible Operating costs incurred	£500,000	N	Payroll records/supplier invoices
<b>TOTAL*</b>	<b>£500,000</b>		

\* Note the total should add up to the total expenditure claimed for the period.

**From:** Redacted – 38(1)(b)  
**Sent:** 11 April 2018 09:24  
**To:** Scottish Government Logo <ScottishGovernmentLogo@gov.scot>  
**Cc:** Redacted – 38(1)(b)  
**Subject:** RE: Scottish Government logo and brand guidelines

Good morning,  
Please could you find the Oak Room panel attached. If you could confirm you are happy with the logo placement, that would be greatly appreciated.

Many thanks Redacted – 38(1)(b)

Redacted – 38(1)(b)  
V&A Museum of Design Dundee | Enterprise House | 3 Greenmarket | Dundee | DD1 4QB  
Redacted – 38(1)(b)

**From:** Redacted – 38(1)(b) On Behalf Of [ScottishGovernmentLogo@gov.scot](mailto:ScottishGovernmentLogo@gov.scot)  
**Sent:** 05 April 2018 12:12  
**To:** Redacted – 38(1)(b)  
**Subject:** RE: Scottish Government logo and brand guidelines

Afternoon

It is probably best to use the secondary logo for this. Please find attached the jpg and eps for this.

Thanks  
Redacted – 38(1)(b)

**From:** Redacted – 38(1)(b)  
**Sent:** 05 April 2018 11:55  
**To:** Redacted – 38(1)(b) **Subject:** FW: Scottish Government logo and brand guidelines  
**Importance:** High

Redacted – 38(1)(b)  
Yes it would be desirable for our funding to be accredited in this way. Please find attached guidelines.

Redacted – 38(1)(b)

Scottish Government would like to be credited on a panel to accompany the Charles Rennie Mackintosh Oak Room, which has been conserved and will be displayed at V&A Museum of Design Dundee. The logo will be shown on a gallery label for the display inside the museum. Would you be kind enough to send Redacted – 38(1)(b) the relevant logo/s for use?

With thanks

Redacted – 38(1)(b)

---



Redacted – 38(1)(b)

**Sent:** 13 April 2018 12:44

Redacted – 38(1)(b)

**Subject:** RE: Monday's meeting

Dear Redacted – 38(1)(b)

Many thanks for meeting with us on Monday. To see below a draft note with respect to actions and I would be very grateful if you could confirm that this accurately reflects the outcome of our discussion.

**Note of actions agreed at meeting between Scottish Government and Design Dundee Ltd Board – 09 April 2018:**

1. Independent detailed peer review of the DDL 2018-19 income/expenditure and cash flow positions – Redacted under 30 (b)(ii)
2. Examination of medium term delivery options, Redacted under 30 (b)(ii)
3. Redacted under 30 (b)(ii)
4. A detailed DDL governance and structure review to be undertaken – Redacted under 30 (b)(ii)

With thanks and best regards

Redacted – 38(1)(b)

Redacted – 38(1)(b)

**Sent:** 11 April 2018 09:09

Redacted – 38(1)(b)

**Subject:** Monday's meeting

Dear Redacted – 38(1)(b)

Just a quick note to thank you very much for Monday's meeting. It was very helpful indeed.

Can we speak by phone this week to discuss next steps, in particular how/whom you would like to look at DDL's finances in the short term.

Thanks

Redacted – 38(1)(b)

**From:** Redacted – 38(1)(b)  
**Sent:** 25 June 2018 11:42  
**To:** Redacted – 38(1)(b)  
**Subject:** Last week's meeting

Dear Redacted – 38(1)(b)

Following last week, can I thank you both very much indeed for the offer was made at the meeting. I appreciate this enormously. It will of course be reported to the DDL Board this Thursday but wanted to be in touch to thank you personally now.

Redacted – 38(1)(b)

V&A Dundee, Enterprise House, 3 Greenmarket, Dundee, DD1 4QB, Scotland, UK

See **Ocean Liners: Speed and Style** at V&A Dundee from 15 Sep 2018 - 24 Feb 2019  
[vandadundee.org/oceanliners](http://vandadundee.org/oceanliners)

Follow @VADundee on [Facebook](#), [Twitter](#) and [Instagram](#). [Sign up to our e-news](#)

Design Dundee Ltd is a registered Scottish Charity, No: SC041219