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Stewart Regan  
Chief Executive  
The Scottish Football Association  
Hampden Park  
Glasgow  
G42 9AY

13 March 2014

Dear Stewart

## **SCOTTISH GOVERNMENT AWARD OF GRANT:**

The Scottish Ministers, in exercise of their powers under Section 1A of the National Health Service Reform (Scotland) Act 1978 (as inserted by Section 9 of the National Health Service Reform (Scotland) Act 2004) hereby offer to give **the Scottish Football Association** (“the Grantee”) a grant of up to **EIGHTY TWO THOUSAND AND FIVE HUNDRED POUNDS STERLING (£82,500)**, payable during the Financial Year **2014-15**. Grant is provided in connection with the partnership initiative between the Scottish Government and Scottish FA to provide tickets for community groups for the Scotland v Gibraltar world cup qualifier on 29 March 2015, which is more particularly described in Schedule 1 (“the Project”) and subject to the following terms and conditions:

### **1. Definitions and Interpretation**

1.1 In these Conditions, the words and expressions set out in Schedule 2 shall have meaning 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 for 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, sub-paragraph or schedule of these Conditions.

### **2. Purpose of the Grant**

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

2.2 The strategic aims of the Project should align with the current Scottish Government policy framework and contribute to policy implementation and delivery of Scottish Ministers' agenda for health improvement.

2.3 No part of the Grant shall be used to fund any activity carried out, or material published by the Grantee, which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

2.4 The main objective of the Grant is to provide tickets in advance of the Scotland v Gibraltar world cup qualifier in March 2015 for community and disadvantaged groups.

### 3. Payment of Grant

3.1 The total Grant of **up to £82,500** shall be payable by the Scottish Ministers to the Grantee as set out in the following paragraphs on receipt of a completed Claim for Grant in the form set out in **Schedule 3** together with the associated monitoring information as set out in Schedule 1.

3.2 The total Grant of up to £82,500 shall be payable during the Financial Years 2013-15 :

|                | <b>Amount</b> | <b>Payment Date</b> |
|----------------|---------------|---------------------|
| <b>Payment</b> | £82,500       | 19 March 2015       |

3.3 The payment of Grant will be made to the Grantee following receipt of a signed Grant Acceptance and a completed Claim for Grant as set out in Schedule 3.

3.4 All payments will be made into a nominated bank account of the Grantee.

3.5 The Scottish Ministers shall not be bound to pay 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, unless otherwise agreed in writing by the Scottish Ministers.

3.6 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 mid-April the amount of the Grant actually expended up to and including 31 March.

3.7 The Grantee shall notify the Scottish Ministers in writing of any unspent Grant funds and such sum shall be returned to Scottish Ministers within 14 days of completion of the Project.

### 4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project and provide Scottish Ministers with a report as set out in Schedule 1. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.

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

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

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

4.5 The Grantee shall keep and maintain for a period of 3 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of 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 (if applicable)**

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 each 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. Compliance with the Law**

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

## **10. Corrupt Gifts and Payment 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.

## **11. Default and Recovery etc. of Grant**

11.1 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: -

11.1.1 The Grantee commits a Default;

11.1.2 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;

11.1.3 The Grantee fails to carry out the Project;

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

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

11.2 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.

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

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

11.3.2 3.2 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or part of the property which from time to time be comprised in the property and undertaking of it, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

11.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 11.1, 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 then Grantee fails to pay such sum within the said period of 14 days, the Scottish Ministers shall be entitled to interest on the said sum at a rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of the said sum and interest.

11.5 Notwithstanding the provisions of this clause 11, in the event that the Grantee is in breach of any of the conditions specified in these Conditions, the Scottish Ministers may, provided that breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of the said clause for such a period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in such notice, and in the event of the Grantee failing to remedy the said breach within the period specified, the Grantee shall be bound to pay the said sum in accordance with the provisions of the foregoing clauses.

11.6 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 11.1 to 11.3 shall not be construed as a waiver of such rights or remedy.

## **12. 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.

## **13. Termination**

This agreement may be terminated by Scottish Ministers giving not less than 3 months' notice in writing.

#### **14. Acceptance of Grant**

If you wish to accept this Grant offer on the whole terms and the conditions as set out in the letter and annexed schedules, please complete, sign and date the Grant Acceptance below, retaining a copy of the Grant offer and Schedules for your records and returning the original Grant Offer and Schedules to me at the above address.

Yours sincerely

**Derek Grieve**  
**Head of Policy Delivery Unit**

## GRANT ACCEPTANCE

On behalf of the Scottish Football Association I accept the foregoing offer of Grant by the Scottish Ministers dated 13 March 2015 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: .....  
(Authorised signatory)

Name in Block Capitals:

Designation:

Date:

Place of signing:

Signed  
[*witness*]

Witness Name:

Address

Date:

Place of Signing

**SCOTTISH GOVERNMENT AWARD OF GRANT TO  
THE SCOTTISH FOOTBALL ASSOCIATION**

**SCHEDULE 1**

**PROJECT DESCRIPTION**

The Grant is provided under section 1A of the National Health Service Reform (Scotland) Act 1978 (as inserted by section 9 of the National Health Service Reform (Scotland) Act 2004) which permits the Scottish Ministers to promote the improvement of the physical and mental health of the people of Scotland.

The purpose of the Grant is to provide up to 10,000 tickets for youth and community groups for the Scotland v Gibraltar world cup qualifier in March 2015.

The Scottish Government are committed to increasing participation in sport, making the people of Scotland more active and leading a healthy lifestyle. This funding supports our aspirations by assisting the development of youth and community groups associated with football.

**Objectives**

The immediate objectives are to:

- Provide up to 10,000 tickets for youth and community groups for the Scotland v Gibraltar world cup qualifier in March 2015;

**Payment**

Payment will be made as set out in 3.2 above, subject to receipt from the Grantee of:

- A signed offer letter;
- An agreed budget, clearly identifying spend of Scottish Government funding; and
- Event outcome report with details of key outcomes including: number of tickets allocated / used; details of youth and community groups who participated; relevant financial information

**SCOTTISH GOVERNMENT AWARD OF GRANT TO  
THE SCOTTISH FOOTBALL ASSOCIATION**

**SCHEDULE 2**

**Definitions**

**“Agreement”** means the agreement constituted by this Award Letter, the Grantee’s acceptance of the offer made in the Award Letter and these Conditions;

**“Award Letter”** means the letter offering the Grant to the Grantee to which these Conditions are annexed;

**“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 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 receiving the grant.

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

**“Project”** means the purpose for which the Grant has been awarded as described in the Award Letter.

**“Payment”** means each of the Payments referred to in clause 3.2 hereto

**SCOTTISH GOVERNMENT AWARD OF GRANT TO  
SPORTSCOTLAND**

**SCHEDULE 3**

**GRANT CLAIM FORM**

**Organisation: The Scottish Football Association**

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

**Project: Community Ticket Partnership**

**Total agreed grant for 2013 – 2015: up to £82,500**

**Grant claimed to date:**

**Claim for grant for the period:** March 2015

**I hereby claim grant of (£82,500) in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 13 March 2015 and the schedules attached thereto.**

**Completed by:**

**Position:**

**Contact details:**

**Date:**