

ADVICE TO MINISTERS

6. However, fundraising for the on-going costs has not been sufficient, [redacted], in March 2017, it formally submitted a paper to the Scottish Government entitled "Promoting and Funding Junior Colleges", proposing that the Government and local government each fund 45% of the college's costs, with the private sector providing 10%. In cash terms, NJC estimate that its costs per student are £15,000 per annum. It also notes that the average cost of publicly funded secondary education in Scotland is currently around £6700 per annum and, on this basis, proposes that the government and local government each contribute this amount per pupil, with the private sector contributing some £1500 per pupil.

7. Therefore, on the basis of its current roll of around 50 students, **NJC is seeking a contribution from the Scottish Government of around £345k for financial year 2017/18.** NJC contends that if this approach to funding was implemented, it would ensure the financial viability of the college for 2017/18 and establish a model that can be used to enable its longer term sustainability and the possible establishment of further similar "junior colleges" in the future.

Consideration

8. The proposal raises a number of issues that require careful consideration as follows.

[redacted]

[redacted]

[redacted]

ADVICE TO MINISTERS

[redacted]

[redacted]

[redacted]

[redacted]

ADVICE TO MINISTERS

Conclusion

16 Do you wish to support the proposal from Newlands Junior College [redacted]

[redacted]
 Learning: People & Infrastructure
 ext [redacted]

17 May 2017

Copy List:	For Action	For Comments	For Information		
			Portfolio Interest	Constit Interest	General Awareness
Cabinet Secretary for Finance & the Constitution			x		

Perm Sec
 DG L&J
 DG Finance
 Fiona Robertson
 Director Financial Management
 Clare Hicks
 [redacted]
 [redacted]
 Colin McAllister

[redacted]

From: [redacted] on behalf of Cabinet Secretary for Finance and the Constitution 18 May 2017 11:18
Sent:
To: [redacted]; Deputy First Minister and Cabinet Secretary for Education and Skills
Cabinet Secretary for Finance and the Constitution; Permanent Secretary; DG
Cc: Learning & Justice; DG Finance Mailbox; Robertson FMG (Fiona); Director of
Financial Management; Hicks C (Clare); [redacted]; [redacted];
McAllister C (Colin)
Subject: RE: Newlands Junior College

[redacted]

The Cabinet Secretary has noted.

Thank you

[redacted]

**Private Secretary to Derek Mackay MSP, Cabinet Secretary for Finance and the Constitution
The Scottish Government**

St Andrew's House | Regent Road | Edinburgh | EH1 3DG | T: 0131 244 [redacted] | M: [redacted]

From: [redacted]

Sent: 17 May 2017 11:09

To: Deputy First Minister and Cabinet Secretary for Education and Skills

Cc: Cabinet Secretary for Finance and the Constitution; Permanent Secretary; DG Learning & Justice; DG Finance
Mailbox; Robertson FMG (Fiona); Director of Financial Management; Hicks C (Clare); [redacted]; [redacted];
McAllister C (Colin)

Subject: Newlands Junior College

[redacted]

Submission for DFM on Newlands Junior College & its request for SG funding

[redacted]

<< File: NJC - May 2017 (2).docx >>

[redacted]

Empowering Schools Unit | People and Infrastructure | Learning Directorate | 2A South | Victoria Quay | EH6 6QQ
[redacted]@gov.scot | 0131 244 [redacted] | [redacted]

[redacted]

From: [redacted] on behalf of Deputy First Minister and Cabinet Secretary for Education and Skills
Sent: 18 May 2017 11:26
To: [redacted]; Deputy First Minister and Cabinet Secretary for Education and Skills
Cabinet Secretary for Finance and the Constitution; Permanent Secretary; DG
Cc: Learning & Justice; DG Finance Mailbox; Robertson FMG (Fiona); Director of
Financial Management; Hicks C (Clare); [redacted]; [redacted]; McAllister C (Colin)
Subject: RE: Newlands Junior College

[redacted]

Many thanks for your submission.

DFM is content to support the proposal, [redacted].

Thanks

[redacted]

Deputy PS/ Deputy First Minister and Cabinet Secretary for Education and Skills
Tel: 0131 24[redacted] | Mob: [redacted] | e-mail: [redacted]@scotland.gsi.gov.uk

🌳 Save (a bit of) a tree ... please don't print this e-mail unless you really need to

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From: [redacted]
Sent: 17 May 2017 11:09
To: Deputy First Minister and Cabinet Secretary for Education and Skills
Cc: Cabinet Secretary for Finance and the Constitution; Permanent Secretary; DG Learning & Justice; DG Finance Mailbox; Robertson FMG (Fiona); Director of Financial Management; Hicks C (Clare); [redacted]; [redacted]; McAllister C (Colin)
Subject: Newlands Junior College

[redacted]

Submission for DFM on Newlands Junior College & its request for SG funding

[redacted]

[redacted]

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[redacted]

From: [redacted]
Sent: 24 May 2017 13:10
To: [redacted]
Cc: [redacted]; [redacted]; [redacted]; [redacted]; Wilson M (Mick); S[redacted]; Bruce A (Andrew)
Subject: RE: Newlands JC

[redacted]

Thanks – this is helpful & much appreciated.

I'll speak [redacted] as you suggest & if Mick or [redacted] have anything they want to offer, I'd be happy to receive it.

[redacted]

[redacted]

[redacted]

[redacted]
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[\[redacted\]@gov.scot](mailto:[redacted]@gov.scot) | 0131 244 [redacted] | [redacted]

From: [redacted]
Sent: 24 May 2017 11:48
To: [redacted]
Cc: [redacted]; [redacted]; [redacted]; [redacted]; Wilson M (Mick); [redacted]; Bruce A (Andrew)
Subject: RE: Newlands JC

Hi [redacted],

As discussed with [redacted], and further to your e-mail below, from a DYW/ Senior Phase/ Learner Journey perspective, things we would want an evaluation to cover would be:

- How do Newlands know they are improving outcomes for their young people? What impact have they had (for example on positive destinations)?
- How does their approach support coherence in the learner journey/ onward transitions (ie if they take people out of school, and they don't do well on their courses, where do they go? How do they support them into their next steps in learning, employment?)
- How successful are their partnerships with the local authority/ college/ employers? Strengths? Areas for improvement? Impact?
- How have they selected young people to be involved? Why?
- How have they ensured that young people have been getting their CfE entitlements?
- Which awards/ qualifications and wider experiences do they offer? Why – what is the rationale for these options? What are the pathways from these into further learning or employment?
- Upon what have they based their curriculum offer – LMI, individual young person's needs, gaps in provision elsewhere in the area?

- How have they overcome some of the logistical challenges around timetabling, transport, staffing, that we have seen other partnerships struggle with?

These questions are just from our perspective. I think other colleagues across the Directorate would also have an interest in the lessons emerging from Newlands, so am copying to [redacted] and Mick Wilson to see if they would add anything further? Also to [redacted], as she might have an interest too from the governance angle.

Also it might be worth asking them about their approach to self-evaluation and how they are using HGIOS 4 or the NIF?

Finally, I know [redacted] from ES has been involved with Newlands from the start, so worth getting her input when you get into scoping this more formally.

[redacted]

From: [redacted]
Sent: 22 May 2017 14:38
To: [redacted]
Cc: [redacted]; [redacted]; [redacted]
Subject: Newlands JC

[redacted]

As I mentioned to you last week, DFM has indicated that he wishes to provide a contribution towards NJC for 2017/18 – however, he has made clear this will be subject to the application of some strict conditions. These will include a requirement that NJC commissions a rigorous and independent evaluation for the college to verify that the outcomes it is achieving and assess whether they offer good value for money in comparison to other options available in the Scottish education system to address similar needs. In addition while the evaluation is to be funded by NJC, its scope & remit is to be agreed with the Scottish Government.

Paul Johnston & I are seeing representatives from NJC on Thursday (25/5) (Jim McColl, Alex Stewart & Keir Bloomer) to discuss in a bit more detail what DFM has agreed to.

Realise it's short notice but in terms of the evaluation, it would be helpful if you were able to give me an indication of the kind of thing you think it should be looking at so I can give Newlands a bit of a heads up on Thursday – I'm sure they'll ask. We will have more time to work up the detail with them in due course – and I'll keep you/your team involved in this - but as we will have the ability to agree the scope & remit of it, it's not unreasonable for NJC to expect us to be able to outline what we're thinking at this stage.

Thanks

[redacted]

[redacted]
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[redacted]

From: [redacted]
Sent: 24 May 2017 14:12
To: Johnston P (Paul); DG Learning & Justice
Cc: Robertson FMG (Fiona); Hicks C (Clare); [redacted]; [redacted]; Bruce A (Andrew)
Subject: RE: Newlands meeting - 25 May111

Paul

[redacted]

[redacted]

[redacted]
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[\[redacted\]@gov.scot](mailto:[redacted]@gov.scot) | 0131 244 [redacted] | [redacted]

From: [redacted]
Sent: 23 May 2017 18:11
To: Johnston P (Paul); DG Learning & Justice
Cc: Robertson FMG (Fiona); Hicks C (Clare); [redacted]; [redacted]
Subject: Re: Newlands meeting - 25 May111

1 Paul

Thank you

On the evaluation point I've been speaking to LD colleagues who lead on Developing the Young Workforce and waiting for input from them.

Have now copied [redacted] into this note - I'll see if he can join us

Was also planning to speak to Glasgow in advance too - they are the major player here, the other two EAs are only sending a very small number (5 or so) between them.

2 [redacted]

We spoke about this morning - see Paul's note below

Are you able to join meeting with Newlands - Thursday 3.00pm at Paul's office SAH? If not could you ask one of your team

Thanks

[redacted]

Sent from my BlackBerry 10 smartphone on the EE network.

From: Johnston P (Paul)
Sent: Tuesday, 23 May 2017 17:56
To: [redacted]; DG Learning & Justice
Cc: Robertson FMG (Fiona); Hicks C (Clare); [redacted]; [redacted]
Subject: RE: Newlands meeting - 25 May

[redacted]

Thanks for this. Good that you are obtaining further information about the nature of the evaluation that we would like to see. It would be helpful if we could be quite specific about this – though we'll need to think through our approach if they say that they have a different approach to evaluation in hand.

[redacted]

[redacted]

Thanks

Paul

Paul Johnston | Director General Learning and Justice | Scottish Government | 1N-11, St Andrew's House, Edinburgh, EH13DG | Tel: 0131 244 [redacted] | Mobile: [redacted]

From: [redacted]
Sent: 23 May 2017 16:14
To: DG Learning & Justice
Cc: Robertson FMG (Fiona); Hicks C (Clare); [redacted]; [redacted]
Subject: RE: Newlands meeting - 25 May

Paul, I've put this in One Note for Thursday's meeting. [redacted]

[redacted]

Further to our excgnegs yesterday about the meeting with Newlands Junior College on Thursday, you asked for further briefing by CoP today.

Purpose of meeting & lines to take

- Following decision by DFM to provide conditional support of some £345,000 to Newlands Junior College (NJC) to offset its running costs, the purpose of the meeting is to explain to representatives from NJC the detail of the conditions that will apply and the SG will expect.

These conditions will form a key part of our grant offer and it is important NJC understand these and their implications before accepting our offer.

The conditions are summarised as attached.

Important to make clear to NJC that cannot assume that further SG funding will be made available

- We will wish to understand from NJC how much support they have secured from local government – we are looking for LG to match fund our contribution, [redacted]

[redacted]

Need to make clear that our contribution is conditional on match funding from LG

- Another key condition is a requirement that NJC commission a full & independent evaluation of the benefits & VFM of the college in comparison to other approaches. Although NJC is to fund this work, SG will wish to agree the scope/remit of the study.

[redacted]

[redacted]

[redacted]

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[redacted]@gov.scot | 0131 244 [redacted] | [redacted]

From: [redacted] **On Behalf Of** DG Learning & Justice

Sent: 21 May 2017 17:23

To: [redacted]; DG Learning & Justice

Subject: RE: Newlands meeting - 25 May

Many thanks, [redacted].

[redacted] now on leave so I'm picking up on everything for the next week or so. Can you please let me have any relevant papers/key points for discussion by cop Tuesday? Also, it'd be helpful to have a confirmatory calendar request.

[redacted] – please complete visitor forms for those highlighted below

[redacted]

[redacted] | The Scottish Government | Team Leader | Support Team for DG Communities and DG Learning & Justice | Area 3F North, Victoria Quay and Room 1N.11, St Andrew's House | Edinburgh | Direct Dial: 0131 244 [redacted]



gov.scot

From: [redacted]
Sent: 19 May 2017 19:52
To: DG Learning & Justice
Cc: DG Learning & Justice; Robertson FMG (Fiona); Hicks C (Clare)
Subject: Re: Newlands meeting - 25 May

[redacted]

Thank you for your note - please pass on my thanks to Paul also , I appreciate this is at short notice

I'll let the Newlands team know the arrangements on Monday - I put them on hold tonight pending confirmation at your end

Those attending will be Jim McColl, Alex Stewart and Keir Bloomer

Thanks again for your help

[redacted]

Sent from my BlackBerry 10 smartphone on the EE network.

From: DG Learning & Justice
Sent: Friday, 19 May 2017 17:42
To: [redacted]
Cc: DG Learning & Justice; Robertson FMG (Fiona); Hicks C (Clare)
Subject: Newlands meeting - 25 May

Hi [redacted],

Following our discussion I have spoken to Paul and he is happy to attend the meeting on Thursday at 15.00 with Keir Bloomer and Jim McColl. Grateful if you could confirm a change of venue to 1 N.10 SAH. We'll put a hold in the diary, but it would be helpful if you could confirm the names of all the external attendees so that visitor forms can be sent to reception.

Thanks
[redacted]

[redacted]
Private Secretary to Paul Johnston, Director-General of Learning & Justice
Learning & Justice and Communities Support Team
T: 0131 244 [redacted]
E: [redacted]@gov.scot

Scottish Government
IN.11, St Andrew's House, Regent Road, Edinburgh, EH1 3DG



[redacted])

From: Keir Bloomer <[redacted]>
Sent: 30 May 2017 12:22
To: [redacted]
Cc: [redacted]
Subject: Re: NJC -draft grant offer

Dear [redacted]

Many thanks. I'll consult Jim and Ale and get back to you as soon as I can.

Best wishes

Keir

On 30/5/17 11:13, "[redacted]@gov.scot" <[redacted]@gov.scot> wrote:

Dear Keir

Following our meeting last Thursday, I promised to send you a draft of our proposed "grant offer letter" relating to Scottish Government support for NJC. This is attached. I always think it's helpful for grant recipients to see a draft before the final version is issued to ensure that nothing it contains comes as a surprise.

The "offer" follows a standard form, which has been developed by SG Finance. As you will see, it comprises some 22 pages and a great deal of detail on, for example, the mechanics of how the grant will be paid, confidentiality, IPR etc. These are all important and I'm sure NJC will wish to be clear it understands all of this "small print" – however, it is basically the same as our previous grant offer for the set-up costs. Hopefully this will not cause NJC any problems.

That aside, the key part is probably "Section 2 – Purpose of the Grant"; this sets out the conditions that Ministers wish to attach to the offer, which are as we discussed with you, Jim & Alex, e.g. match funding, evaluation and attending meetings of the Board of Trustees. I've highlighted this section in yellow so it can be found quickly.

If you have any questions or comments please let me know.

Kind regards

[redacted]

[redacted]

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[\[redacted\]@gov.scot](mailto:[redacted]@gov.scot) <[mailto:\[redacted\]@gov.scot](mailto:[redacted]@gov.scot)> | 0131 244 [redacted] | [redacted]

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Tha am post-d seo (agus faidhle neo ceanglan còmhla ris) dhan neach neo luchd-ainmichte a-mhàin. Chan eil e ceadachd a chleachdadh ann an dòigh sam bith, a' toirt a-steach còraichean, foillseachadh neo sgaoileadh, gun chead. Ma 's e is gun d'fhuair sibh seo le gun fhiosd', bu choir cur às dhan phost-d agus lethbhreac sam bith air an t-siostam agaibh, leig fios chun neach a sgaoil am post-d gun dàil.

Dh'fhaodadh gum bi teachdaireachd sam bith bho Riaghaltas na h-Alba air a chlàradh neo air a sgrùdadh airson dearbhadh gu bheil an siostam ag obair gu h-èifeachdach neo airson adhbhar laghail eile. Dh'fhaodadh nach eil beachdan anns a' phost-d seo co-ionann ri beachdan Riaghaltas na h-Alba.

--
Keir Bloomer
[redacted]

t: [redacted]
e:[redacted]

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Dear []

OFFER OF GRANT FOR NEWLANDS JUNIOR COLLEGE 2017/18

The Scottish Ministers in exercise of their powers under section 42 (1) of the Standards in Scotland's Schools etc. Act 2000, hereby offer to give to Newlands Junior College Limited ("the Grantee") a grant of up to £345,000 STERLING, payable over the financial year 2017-2018, in connection with the operating costs of Newlands Junior College, which is more particularly described in Part 1 of **Schedule 1** ("the Project"), and subject to the following terms and conditions:

1. Definitions and Interpretation

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

DRAFT

2. Purposes of the Grant

2.1 The Grant is made to enable the Grantee to carry out the Project and is awarded for one year only (2017/2018) with no presumption that further Grants will be forthcoming beyond this.

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

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

2.4 The main objectives / expected outcomes of the Grant are:

- to provide Newlands Junior College with a contribution towards its operating costs for 2017/18;
- to deliver the proposal for Newlands Junior College dated 24 March 2017, [as attached at Annex A.] The expected outcomes of the grant are for Newlands Junior College to provide education for up to 60 students during financial year 2017/2018.

2.5 The award of the Grant is subject to Newlands Junior College meeting and/or complying with the following conditions:

- Newlands Junior College is to demonstrate, to the satisfaction of the Scottish Ministers, that it has secured match funding of £345,000 from local government;
- release of Scottish Government funds will only be made following evidence of receipt of local government contributions;
- Newlands Junior College is required to commission a rigorous and independent evaluation of the college to verify the outcomes it is achieving and assess whether these offer good value for money in comparison to other approaches in the Scottish education system designed to prepare young people for work, for example, Developing the Young Workforce;
- the evaluation is to be funded by Newlands Junior College but its scope and remit is to be agreed with the Scottish Government; and
- the Scottish Government will be invited to attend, with observer status, meetings of the College's Board of Trustees.

Should Newlands Junior College be unable to satisfy the Scottish Government that these conditions are being or have been met, paragraph 9.1 (Default and Recovery etc. of Grant) will apply.

2.6 To monitor progress in achieving objectives / expected outcomes and to ensure compliance with the Grant conditions, there shall be:

- Quarterly progress meetings between Newlands Junior College and the Scottish Government at which grant claims, [submitted at least 2 weeks prior to the meeting] will be considered;

2.7 The eligible costs for which the Grant can be claimed are on-going running costs associated with the College. Other costs may be considered, subject to written agreement.

2.8 The eligible costs exclude:

- Reclaimable Value Added Tax.
- Utilities and insurance costs.
- The cost of the independent evaluation.

3. Payment of Grant

3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **Schedule 1** attached.

3.2 The Grantee shall within 3 months following the end of each financial year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **Schedule 3**. The statement shall be signed by the Grantee's Finance Director/Company Secretary.

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

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

4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of quarterly reports. 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 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.

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

6. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds within 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 £10,000.

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

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

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

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

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

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

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

10. Assignment

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

11. Termination

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

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

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

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one copy of the offer of Grant and Schedules to [] at Scottish Government, Learning Directorate, Area 2A South, Victoria Quay, Edinburgh, EH6 6QQ. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely,

[on behalf of the Scottish Government]

DRAFT