

However, while Glasgow City Council is already committed to £100k/year towards running costs until 2020/21 as part of the original funding arrangements, we understand that NJC has failed in its attempt to secure a further £245k in order to achieve our LG match funding requirement. Consequently, we believe NJC wishes to discuss with DFM whether our requirement for LG match funding could be relaxed and replaced with match funding from the private sector.

We understand that Glasgow Council is not averse in principle to providing more support, rather than that it is unable to make a further financial commitment towards NJC at this time

In terms of his conversation with Mr McColl, DFM may wish to raise the following:

- Precisely what NJC is proposing & request an indication where match funding previously expected from local authorities will now come from;
- How secure or certain is that, given the previous history & make clear there is no possibility of SG increasing its contribution;
- Before making any commitments, make clear need to undertake full due diligence of any revised proposals to understand likely risks and exposure to the SG - among other things, we would wish to check that SG Finance is comfortable with any proposed change to the grant;
- Emphasise the importance of the evaluation of the college and the need for NJC to make significant progress with this in the course of this financial year.

[redacted]

[redacted]

Head of Funding & Infrastructure Unit | Workforce, Infrastructure & Reform Division | Learning Directorate | 2A South
| Victoria Quay | EH6 6QQ
[\[redacted\]@gov.scot](mailto:[redacted]@gov.scot) | 0131 244 [redacted] | [redacted]

[redacted]

From: [redacted] on behalf of Deputy First Minister and Cabinet Secretary for Education and Skills
Sent: 21 December 2017 11:58
To: [redacted]; Deputy First Minister and Cabinet Secretary for Education and Skills
Cc: Cabinet Secretary for Finance and the Constitution; DG Education, Communities & Justice; Robertson FMG (Fiona); Hicks C (Clare); [redacted]; McAllister C (Colin)
Subject: RE: Newlands Junior College

[redacted]

DFM has considered and is content to vary the grant conditions as set out in your email below.

Thanks
[redacted]

[redacted] | Deputy Private Secretary to John Swinney MSP | Deputy First Minister of Scotland and Cabinet Secretary for Education & Skills | Scottish Government | St Andrew's House | Edinburgh | EH1 3DG | T: 0131 244 [redacted] | E: DFMCSE@gov.scot

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From: [redacted]
Sent: 20 December 2017 09:57
To: Deputy First Minister and Cabinet Secretary for Education and Skills
Cc: Cabinet Secretary for Finance and the Constitution; DG Education, Communities & Justice; Robertson FMG (Fiona); Hicks C (Clare); [redacted]; McAllister C (Colin)
Subject: Newlands Junior College

Deputy First Minister and Cabinet Secretary for Education & Skills

Copy as above

Newlands Junior College

You had asked for advice on Mr McColl's request that the Government relax the grant conditions for our support for Newlands Junior College (NJC). These had specified that Government would contribute up to £345,000, on NJC demonstrating that it had received the same amount in funding from local government. Mr McColl has secured funding of around £102,000 from local government, which SG has already matched, but his discussions with Glasgow City Council have not resulted in agreement to provide any further contributions. Mr McColl now proposes to make up the shortfall from other sources and has asked that SG match that.

[redacted]

However, the immediate issue is SG funding for the remainder of 2017 /18. Finance colleagues have advised that there would **not** be a difficulty in amending our grant conditions to provide that the SG contribution (of £345,000) would be provided following evidence of receipt of matched funding by the college either from local government or other sources.

[redacted]

Subject to these safeguards, are you content to vary the grant conditions to Newlands Junior College as set out above?

Please let me know if you require any further information.

Kind regards,

[redacted]

[redacted]

Workforce, Infrastructure & Reform Division
SG: Learning Directorate
0131 244[redacted] / Blackberry: [redacted]

Please note I work Tuesday to Thursday

From: [redacted] **On Behalf Of** Deputy First Minister and Cabinet Secretary for Education and Skills

Sent: 18 November 2017 10:33

To: [redacted]

Cc: Robertson FMG (Fiona); Cabinet Secretary for Finance and the Constitution; DG Education, Communities & Justice; Hicks C (Clare); [redacted]; McAllister C (Colin); Deputy First Minister and Cabinet Secretary for Education and Skills

Subject: Newlands College

Importance: High

[redacted], [redacted]

The DFM will be meeting with Jim McColl on Monday at 6pm.

He has asked for information on whether we can remove the requirement for match funding from Glasgow City Council from our funding support to Newlands College. Apologies for the tight deadline (the meeting was only arranged this morning) but DFM would be grateful for advice on this, and any other information you think relevant, by 11am on Monday.

Many thanks,
[redacted]

[redacted] | Private Secretary to John Swinney MSP | Deputy First Minister of Scotland and Cabinet Secretary for Education and Skills | Scottish Government | St Andrew's House | Edinburgh | EH1 3DG | 0131 244 [redacted]/ [redacted]

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[redacted]

From: Alex Stewart <[redacted]>
Sent: 03 January 2018 16:55
To: [redacted]
Cc: Keir Bloomer; [redacted]
Subject: RE: Newlands Junior College (NJC)

Dear [redacted]

Many thanks for the swift reply and the good wishes.

Excellent that my note was very timely and very encouraged by the agreement in principle referred to below. I do of course recall [redacted] and happy to go ahead on 17th at 10:30am with a meeting to sort out details. In the meantime have a great break ... hope its somewhere warm.

Kind Regards,

Alex

Alex Stewart, Director
+[redacted] Direct Office
+[redacted] Mobile
+[redacted] fax
+[redacted]

Clyde Blowers Limited
No. 3 Redwood Crescent
East Kilbride, Glasgow G74 5PA, Scotland UK
www.clydeblowerscapital.co.uk

From: [redacted]@gov.scot [mailto:[redacted]@gov.scot]
Sent: 03 January 2018 16:16
To: Alex Stewart <[redacted]>
Cc: [redacted]@gov.scot
Subject: RE: Newlands Junior College (NJC)

Dear Alex

Thank you for your note & good wishes - and may I wish you a Happy New Year also.

Your note is very timely - Ministers have been considering Mr McColl's request for a variation in our grant conditions which relate to match funding and I have just been informed they have agreed in principle to this request. However, we need to work out the details with you and would welcome a meeting to discuss this. Unfortunately, I am not available on the dates you suggest due to some planned leave but we shouldn't hold things up on my account and my colleague, [redacted] (who you will recall you met at a previous meeting), will be able to see you both on 17 January at 10.30am. Hopefully that still works for you.

I'm also aware that you have been in discussion with GCC and I am due to have a conversation with [redacted] after he returns from Christmas leave - so a joint SG/GCC/NJC meeting later in the month is an excellent idea. We can think about dates for that later, as you propose.

Best wishes

[redacted]

[redacted]

Head of Funding & Infrastructure Unit | Workforce, Infrastructure & Reform Division | Learning Directorate | 2A South
| Victoria Quay | EH6 6QQ
[redacted]@gov.scot | 0131 244 [redacted] | [redacted]

From: Alex Stewart [mailto:[redacted]]

Sent: 03 January 2018 14:26

To: [redacted]

Subject: Newlands Junior College (NJC)

Dear Jonathan

A Happy New Year to you. I hope you had a wonderful Christmas.

Keir and I are keen to give you an update on NJC and on wider discussions with others. Keir is taking a short break next week. We were wondering if you would be available on any of the following days:

- 15th January - any time
- 17th January – am, after 10am
- 19th January – 10:30 to 14:30

(Separately, I have had a meeting with [redacted] at GCC. He would like to come and have a joint meeting with us and you. Maybe we could think about dates for that meeting after the above?)

Kind Regards,

Alex

Alex Stewart, Director

+ [redacted] Direct Office

+ [redacted] Mobile

+ [redacted] fax

+ [redacted]

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Meeting to discuss the Scottish Government's grant to Newlands Junior College (NJC)

Present: Alex Stewart and Keir Bloomer, NJC
[redacted] and [redacted], SG

10.30am Wednesday, 17 January, Victoria Quay

Match Funding requirement

We discussed SG's agreement to vary the conditions of its grant to NJC to permit the funding to be matched by contributions from local government or the private sector. It was important that the private sector funding which was matched was new funding raised by NJC to support the core costs of delivering its education programme in 2017/18. NJC's funding model originally provided for it to receive 10% (£78,000) private sector funding, and the SG did not intend to match those funds.

AS agreed that it would be additional private sector contributions which SG was asked to match and noted that since these had already been received by NJC in recent months at a sufficient level that this would not be a difficulty. We agreed that the type of evidence SG required could be an account receipting these contributions. [redacted] indicated that she hoped a new grant offer letter with the revised funding condition could be issued shortly.

Further Funding issues

AS said that Glasgow City Council has indicated that they could not provide more than their £100,000 funding in 2017/18 but NJC were hopeful that GCC would be able to make a larger contribution in 2018/19. NJC considered that GCC were keen to work with NJC but that it was essential to have sustainable funding arrangements in place. He noted that NJC was in contact with several other local authorities who were interested in the package that NJC offered – full private sector involvement (not just as a funder), mentoring, in depth work experience and immersion, and job offers following completion of the course. However, developing these wider opportunities would require a secure financial basis and it was unclear what support, if any, national government could offer. [redacted] indicated she did not know what Ministers' view was.

AS said that it would help NJC if they could access Pupil Equity Funding, and noted that a large majority of their pupils were likely to qualify for free school meals and therefore attract a PEF contribution in their local authority school. He noted that PEF did not apply to S4 pupils, and there was a discussion about whether PEF allocations were likely to have been made in respects of NJC pupils to the schools that NJC pupils had previously attended. This was not clear and could be investigated further.

Research

KB explained that Stirling University and NJC would jointly fund a PhD study into NJC, which would be supervised by [redacted], a curriculum expert, and [redacted]

■ providing expertise on economic benefit. This will deliver on the research requirement that is part of SG's grant conditions. Stirling University are currently seeking to recruit a researcher to take the project on and it is hoped that they will be in place by end February. NJC have made it clear that it is important to SG to have some early research evidence and the first outputs should be available in the autumn.

[redacted] agreed that it was important that the work started as soon as possible, and suggested that the Research Steering Group should be established as soon as possible and a first meeting take place in March. SG would be represented on the Group and KB indicated that input from an SG statistician would be particularly valued, and this could be as well as a policy colleague.

KB noted that a unique part of NJC's approach was continued follow up engagement with ex-students to help them maintain positive destinations. He expected the research would consider how this element contributed to long term outcomes for the students.

Employers' Tests

AS commented on anecdotal evidence NJC students were struggling with employers' recruitment tests despite achieving good national qualifications.

Scottish Government
January 2018

[redacted]

From: [redacted]
Sent: 31 January 2018 12:43
To: [redacted]
Cc: 'Alex Stewart ([redacted]); [redacted]; [redacted]
Subject: New Scottish Government grant letter

Dear Mr Dowie

As you will be aware, following a request from Jim McColl, we have made arrangements to vary the conditions relating to the Scottish Government grant to Newlands Junior College. I attach a new grant offer letter, which replaces the grant offer issued in June 2017. You will note that Condition 2.5 in the letter has been amended, to provide for match funding to apply to local government funding or some private sector funding received by the College.

If you are happy to accept this grant offer, please arrange for it to be signed and returned to this team. Following receipt of the signed grant offer, Schedule 1 to the grant offer (Part 2: Payment of Grant), asks the College to submit, by 20 February 2018, an updated monthly profile of expenditure for the year. I understand that the College is likely to want to put in grant claims quickly, and it might make sense for these to be submitted alongside the proposed expenditure profile.



Newlands Junior
College - revi...

The grant offer refers to quarterly meetings between Scottish Government and the College to consider grant claims (Condition 2.7). In this case, I think the meeting on 17 January with Alex Stewart at which we discussed how the College would evidence private sector funding should count for this purpose, and it might be prudent to plan for a further meeting in March if any issues remain regarding payment of the grant. We can arrange that nearer the time if it is required.

Please let me know if it would be helpful to discuss any of this or if I can offer any clarification.

Kind regards

[redacted]

[redacted] | Workforce, Infrastructure & Reform Division | Learning Directorate | Scottish Government | Victoria Quay | Edinburgh | EH6 6QQ

Tel. 0131 244 [redacted] Blackberry: [redacted]

Please note I work Tuesday to Thursday



T: 0131-244 [redacted]
E: [redacted]@gov.scot

Mr Allan Dowie
Treasurer
Newlands Junior College
6 Inverlair Avenue
GLASGOW
G43 2HS

30 January 2018

Dear Mr Dowie

OFFER OF GRANT FOR NEWLANDS JUNIOR COLLEGE 2017/18

This offer of grant replaces the offer of grant made in my letter of 21 June 2017.
Condition 2.5 has been amended at the request of Newlands Junior College.

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. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.

1.5 This Agreement shall not be varied except by an instrument in writing signed by both parties.

2. Purposes of the Grant

2.1 The Grant is made to enable the Grantee to carry out the Project.

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

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

2.4 The main 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, received from the College and 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.

The Grant is awarded for one year only (2017/2018) with no presumption that further Grants will be forthcoming beyond this.

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 in addition to the £78,000 which it already proposed to secure from the private sector, it has secured further funding from either local government **or** private sector sources of at least £345,000. The Scottish Government will match this funding up to a maximum of £345,000;
- release of Scottish Government funds will only be made following satisfactory evidence of receipt of local government and private sector 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 conditions are being or have been met, paragraph 9.1 (Default and Recovery etc. of Grant) will apply.

2.6 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are:

- enrolment and delivery of S3 and S4 education to up to 60 students; and
- delivery of the independent evaluation of the college.

2.7 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;

2.8 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.

2.9 The eligible costs exclude:

- Any Value Added Tax (VAT) reclaimable by the Grantee.
- 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.

4.7 The grantee shall immediately inform the Scottish Ministers of any change in its constitution for example, but not limited to, a change in status from one type of body corporate to another.

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 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.

15. Governing Law

This contract is governed by the Law of Scotland and the parties hereby prorogate to the exclusive jurisdiction of the Scottish Courts

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one copy of the offer of Grant and Schedules to me at 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,

[redacted]

30 January 2018

[on behalf of the Scottish Government]

OFFER OF GRANT FOR NEWLANDS JUNIOR COLLEGE 2017-18

GRANT ACCEPTANCE

On behalf of Newlands Junior College Limited, I accept the foregoing offer of Grant by the Scottish Ministers dated 30 January 2018 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Newlands Junior College Limited is solvent. I confirm that I hold the relevant signing authority.

Signed:

[Director/Company Secretary/Authorised Signatory]

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

[Witness]

Witness Name:

Address:

Date:

Place of Signing: