

Rail Policy  
Rail Directorate

Buchanan House, 58 Port Dundas Road, Glasgow G4 0HF  
Direct Line: [REDACTED]



22 August 2019

[REDACTED]  
Highlands and Islands Transport Partnership

By email: [REDACTED]

Dear [REDACTED]

## OFFER OF GRANT FOR HELENSBURGH TRANSPORT APPRAISAL

The Scottish Ministers in exercise of their powers under Section 70 of the Transport (Scotland) Act 2001 hereby offer to give to the Grantee, Highlands and Islands Transport Partnership, a grant of up to £85,000.00 STERLING, payable over the financial years 01/04/2019 to 31/03/2021 in connection with a multi modal transport appraisal, which is more particularly described in Part 1 of SCHEDULE 1 ("the Project/Programme") 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, subparagraph 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 Highlands and Islands Transport partnership to carry out the Preliminary and Detailed Options Appraisal stages of a multimodal transport appraisal in line with Scottish Transport Appraisal Guidance (STAG) which will look at transport problems and opportunities in Helensburgh.



- 2.2 The Grant shall only be used for the purposes of the multimodal appraisal 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/anticipated outcomes of the Grant are:-
- To undertake the Preliminary and Detailed Options Appraisal stages of a multi-modal transport appraisal in line with Scottish Transport Appraisal Guidance.
- 2.5 The milestones against which progress in achieving expected outcomes shall be monitored are shown below:
- There will be a decision point after the Initial Appraisal Case for Change Report and the Preliminary Options Appraisal Report to consider if there is sufficient evidence to proceed to the next stage of the transport appraisal.
  - Funding from the Local Rail Development Fund will be provided in stages and it will only be possible to proceed to the next stage of appraisal when it can be demonstrated that there is sufficient justification to do so.
  - If a rail option is not identified as a potential transport option to address the evidenced transport problem, funding will not be provided from the Local Rail Development Fund for the subsequent stages of appraisal.
- 2.6 The eligible costs for which the Grant can be claimed are:
- The costs associated with completing the Preliminary and Detailed Options Appraisal stages of a multi-modal transport appraisal in line with STAG, up to a maximum of £85,000.00, which will look at transport problems and opportunities in Helensburgh.
- 2.7 The eligible costs exclude:
- Any Value Added Tax (VAT) reclaimable by Highlands and Islands Transport Partnership.

### **3. Payment of Grant**

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee, Highlands and Islands Transport Partnership, in accordance with the terms of SCHEDULE 1 attached.
- 3.2 The Grantee shall within six weeks 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.
- 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 transport appraisal, 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 progress with the transport appraisal in the form of quarterly reports in addition to completed Initial Appraisal Case for Change, Preliminary Options Appraisal and Detailed Options Appraisal reports as appropriate. 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 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 completion of the transport appraisal 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 six 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 completion of the transport appraisal 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 Laws 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 during the lifetime of the asset. 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.

## **7. Publicity**

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the transport appraisal 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 transport appraisal;

9.1.4 In the Scottish Ministers' opinion, progress with the transport appraisal is not satisfactory; or

9.1.5 In the Scottish Ministers' opinion, the future of the transport appraisal 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 legal obligations 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 in accordance with law.

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. Assignation

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 transport appraisal, 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 Transport Scotland, Buchanan House, 58 Port Dundas Road, Glasgow, G4 0HF. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely,

[Redacted signature]



## GRANT ACCEPTANCE

On behalf of Highlands and Islands Transport Partnership, I accept the foregoing offer of Grant by the Scottish Ministers dated [enter date] on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Highlands and Islands Transport Partnership is solvent. I confirm that I hold the relevant signing authority.

**Signed:**

(Highlands and Islands Transport Partnership Authorised Signatory)

**Print Name:**

**Position in Organisation of Person Signing:**

**Date:**

**Place of Signing:**

**Signed:**

Witness

**Witness Name:**

**Address:**

**Date:**

**Place of Signing:**





## GRANT ACCEPTANCE

On behalf of Highlands and Islands Transport Partnership, I accept the foregoing offer of Grant by the Scottish Ministers dated [enter date] on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Highlands and Islands Transport Partnership is solvent. I confirm that I hold the relevant signing authority.

**Signed:**

(Highlands and Islands Transport Partnership Authorised Signatory)

**Print Name:**

**Position in Organisation of Person Signing:**

**Date:**

**Place of Signing:**

**Signed:**

Witness

**Witness Name:**

**Address:**

**Date:**

**Place of Signing:**



## SCHEDULE 1

### PART 1: THE PROJECT/PROGRAMME

The Grantee will carry out/procure consultants to carry out the Preliminary and Detailed Options Appraisal stages of a multi-modal transport appraisal in line with Scottish Transport Appraisal Guidance (STAG) which will look at transport problems and opportunities in Helensburgh. The transport appraisal will be impartial, objective-led and will provide a robust and consistent evidence-base for decision-makers. The completed appraisal should encompass the Initial Appraisal Case for Change and Preliminary and Detailed Options Appraisal stages of the process unless it can be determined that there is insufficient evidence or justification to proceed to the next stage of appraisal or if a rail option does not emerge as a potential solution to the evidenced transport problem.

### PART 2: PAYMENT OF GRANT

1. The total Grant of up to £85,000.00 shall be payable by the Scottish Ministers to the Grantee in arrears as each stage of the appraisal process is completed and 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 years 2019 to 2021. 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 2021, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a monthly profile of expenditure of the Grant before the start of each stage of the appraisal process and before the start of each financial year. Any change to the profile or to the overall costs of the Project/Programme 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 amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the provision of the transport appraisal.
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 in connection with the transport appraisal 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 six 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 mid-April the amount of the Grant actually expended up to and including 31 March.

**SCHEDULE 2  
GRANT CLAIM FORM**

**Organisation:** (Name and Address)

**Bank details:** (Name and address, sort code, account number)

**Project:** Name/Description

**Total agreed grant for:** (financial year and amount)

**Latest forecast of expenditure of grant for:** (financial year and amount)

**Grant claimed to date:** (Amount)

Claim for grant or Estimate of grant required for the period from [enter date]  
to [enter date] or to [enter date] [enter amount]

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

**Completed by:**

**Signed 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 has been submitted or will be made available on request to substantiate each amount.

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

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



## SCHEDULE 3

### STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

#### Helensburgh Transport Appraisal

This is to confirm that the grant claimed by Highlands and Islands Transport Partnership in relation to the above Project during the financial year ended [enter date] was properly due and was used for its intended purpose in accordance with the terms and conditions of the Grant. This statement is supported by the records of Highlands and Islands Transport Partnership.

**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;

**"Conditions"** means these grant conditions;

**"Data Protection Laws"** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

**"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 copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project by or on behalf of the Grantee.

**"Project/Programme"** 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.

Rail Policy  
Rail Directorate

Buchanan House, 58 Port Dundas Road, Glasgow G4 0HF  
Direct Line: [REDACTED]



22 August 2019

[REDACTED]  
East Lothian Council

By email: [REDACTED]

Dear [REDACTED]

## OFFER OF GRANT FOR EAST LOTHIAN TRANSPORT APPRAISAL

The Scottish Ministers in exercise of their powers under Section 70 of the Transport (Scotland) Act 2001 hereby offer to give to the Grantee, East Lothian Council, a grant of up to £50,000.00 STERLING, payable over the financial years 01/04/2019 to 31/03/2021 in connection with a multi modal transport appraisal, which is more particularly described in Part 1 of SCHEDULE 1 ("the Project/Programme") 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, subparagraph 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 East Lothian Council to complete the Preliminary and Detailed Options Appraisal stages of a multimodal transport appraisal, in line with Scottish Transport Appraisal Guidance (STAG), which will look at transport problems and opportunities in East Lothian.



- 2.2 The Grant shall only be used for the purposes of the multimodal appraisal 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/anticipated outcomes of the Grant are:-
- To complete the Preliminary and Detailed Options Appraisal stages of a multi-modal transport appraisal in line with Scottish Transport Appraisal Guidance.
- 2.5 The milestones against which progress in achieving expected outcomes shall be monitored are shown below:
- There will be a decision point after the Initial Appraisal Case for Change Report and the Preliminary Options Appraisal Report to consider if there is sufficient evidence to proceed to the next stage of the transport appraisal.
  - Funding from the Local Rail Development Fund will be provided in stages and it will only be possible to proceed to the next stage of appraisal when it can be demonstrated that there is sufficient justification to do so.
  - If a rail option is not identified as a potential transport option to address the evidenced transport problem, funding will not be provided from the Local Rail Development Fund for the subsequent stages of appraisal.
- 2.6 The eligible costs for which the Grant can be claimed are:
- The costs associated with completing the Preliminary and Detailed Options Appraisal stages of a multi-modal transport appraisal in line with STAG, up to a maximum of £50,000.00, which will look at transport problems and opportunities in East Lothian.
- 2.7 The eligible costs exclude:
- Any Value Added Tax (VAT) reclaimable by East Lothian Council.

### **3. Payment of Grant**

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee, East Lothian Council, in accordance with the terms of SCHEDULE 1 attached.
- 3.2 The Grantee shall within six weeks 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.
- 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 transport appraisal, 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 progress with the transport appraisal in the form of quarterly reports in addition to completed Preliminary Options Appraisal and Detailed Options Appraisal reports as appropriate. 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 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 completion of the transport appraisal 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 six 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 completion of the transport appraisal 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 Laws 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 during the lifetime of the asset. 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.

## **7. Publicity**

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the transport appraisal 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 transport appraisal;
  - 9.1.4 In the Scottish Ministers' opinion, progress with the transport appraisal is not satisfactory; or
  - 9.1.5 In the Scottish Ministers' opinion, the future of the transport appraisal 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 legal obligations 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 in accordance with law.
- 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. Assignation

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 transport appraisal, 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 Transport Scotland, Buchanan House, 58 Port Dundas Road, Glasgow, G4 0HF. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely,

[Redacted signature]

## GRANT ACCEPTANCE

On behalf of East Lothian Council, I accept the foregoing offer of Grant by the Scottish Ministers dated [enter date] on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that East Lothian Council is solvent. I confirm that I hold the relevant signing authority.

**Signed:**

(East Lothian Council Authorised Signatory)

**Print Name:**

**Position in Organisation of Person Signing:**

**Date:**

**Place of Signing:**

**Signed:**

Witness

**Witness Name:**

**Address:**

**Date:**

**Place of Signing:**



## GRANT ACCEPTANCE

On behalf of East Lothian Council, I accept the foregoing offer of Grant by the Scottish Ministers dated [enter date] on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that East Lothian Council is solvent. I confirm that I hold the relevant signing authority.

**Signed:**

(East Lothian Council Authorised Signatory)

**Print Name:**

**Position in Organisation of Person Signing:**

**Date:**

**Place of Signing:**

**Signed:**

Witness

**Witness Name:**

**Address:**

**Date:**

**Place of Signing:**



## SCHEDULE 1

### PART 1: THE PROJECT/PROGRAMME

The Grantee will carry out/procure consultants to carry out the Preliminary and Detailed Options Appraisal stages of a multi-modal transport appraisal in line with Scottish Transport Appraisal Guidance (STAG) which will look at transport problems and opportunities in East Lothian. The transport appraisal will be impartial, objective-led and will provide a robust and consistent evidence-base for decision-makers. The completed appraisal should encompass the Initial Appraisal Case for Change and Preliminary and Detailed Options Appraisal stages of the process unless it can be determined that there is insufficient evidence or justification to proceed to the next stage of appraisal or if a rail option does not emerge as a potential solution to the evidenced transport problem.

### PART 2: PAYMENT OF GRANT

1. The total Grant of up to £50,000.00 shall be payable by the Scottish Ministers to the Grantee in arrears as each stage of the appraisal process is completed and 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 years 2019 to 2021. 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 2021, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a monthly profile of expenditure of the Grant before the start of each stage of the appraisal process and before the start of each financial year. Any change to the profile or to the overall costs of the Project/Programme 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 amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the provision of the transport appraisal.
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 in connection with the transport appraisal 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 six 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 mid-April the amount of the Grant actually expended up to and including 31 March.





**SCHEDULE 2  
GRANT CLAIM FORM**

**Organisation:** (Name and Address)

**Bank details:** (Name and address, sort code, account number)

**Project:** Name/Description

**Total agreed grant for:** (financial year and amount)

**Latest forecast of expenditure of grant for:** (financial year and amount)

**Grant claimed to date:** (Amount)

Claim for grant or Estimate of grant required for the period from [enter date]  
to [enter date] or to [enter date] [enter amount]

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

**Completed by:**

**Signed 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 has been submitted or will be made available on request to substantiate each amount.

A	B	C	D
Item	Amount (£)	Paid Invoice [Y/N]	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

### East Lothian Transport Appraisal

This is to confirm that the grant claimed by East Lothian Council in relation to the above Project during the financial year ended [enter date] was properly due and was used for its intended purpose in accordance with the terms and conditions of the Grant. This statement is supported by the records of East Lothian Council.

**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;

**"Conditions"** means these grant conditions;

**"Data Protection Laws"** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

**"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 mis-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 copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project by or on behalf of the Grantee.

**"Project/Programme"** 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.

Rail Policy  
Rail Directorate

Buchanan House, 58 Port Dundas Road, Glasgow G4 0HF  
Direct Line: [REDACTED]



[REDACTED]

22 August 2019

St Andrews Rail Link Campaign

By email: [REDACTED]

Dear [REDACTED]

## OFFER OF GRANT FOR ST ANDREWS TRANSPORT APPRAISAL

The Scottish Ministers in exercise of their powers under Section 70 of the Transport (Scotland) Act 2001 hereby offer to give to the Grantee, StARLink, a grant of up to £180,000.00 STERLING, payable over the financial years 01/04/2019 to 31/03/2021 in connection with a multi modal transport appraisal, which is more particularly described in Part 1 of SCHEDULE 1 ("the Project/Programme") 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, subparagraph 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 StARLink to carry out the Detailed Options Appraisal stage of a multimodal transport appraisal in line with Scottish Transport Appraisal Guidance (STAG) which will seek to identify and evidence any transport problems and opportunities in St Andrews.



- 2.2 The Grant shall only be used for the purposes of the multimodal appraisal 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/anticipated outcomes of the Grant are:-
- To undertake the Detailed Options Appraisal stage of a multi-modal transport appraisal in line with Scottish Transport Appraisal Guidance.
- 2.5 The milestones against which progress in achieving expected outcomes shall be monitored are shown below:
- There will be a decision point after the Initial Appraisal Case for Change Report and the Preliminary Options Appraisal Report to consider if there is sufficient evidence to proceed to the next stage of the transport appraisal.
  - Funding from the Local Rail Development Fund will be provided in stages and it will only be possible to proceed to the next stage of appraisal when it can be demonstrated that there is sufficient justification to do so.
  - If a rail option is not identified as a potential transport option to address the evidenced transport problem, funding will not be provided from the Local Rail Development Fund for the subsequent stages of appraisal.
- 2.6 The eligible costs for which the Grant can be claimed are:
- The costs associated with completing the Detailed Options Appraisal stage of a multi-modal transport appraisal in line with STAG, up to a maximum of £180,000.00, which will seek to identify and evidence any transport problems and opportunities in St Andrews.
- 2.7 The eligible costs exclude:
- Any Value Added Tax (VAT) reclaimable by StARLink.

### **3. Payment of Grant**

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee, StARLink, in accordance with the terms of SCHEDULE 1 attached.
- 3.2 The Grantee shall within six weeks 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.
- 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 transport appraisal, 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 progress with the transport appraisal in the form of quarterly reports in addition to completed Initial Appraisal Case for Change, Preliminary Options Appraisal and Detailed Options Appraisal reports as appropriate. 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 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 completion of the transport appraisal 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 six 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 completion of the transport appraisal 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 Laws 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 during the lifetime of the asset. 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.

## **7. Publicity**

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the transport appraisal 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 transport appraisal;

9.1.4 In the Scottish Ministers' opinion, progress with the transport appraisal is not satisfactory; or

9.1.5 In the Scottish Ministers' opinion, the future of the transport appraisal 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 legal obligations 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 in accordance with law.

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. Assignation

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 transport appraisal, 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 Transport Scotland, Buchanan House, 58 Port Dundas Road, Glasgow, G4 0HF. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely,

[Redacted signature]

## GRANT ACCEPTANCE

On behalf of StARLink, I accept the foregoing offer of Grant by the Scottish Ministers dated [enter date] on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that StARLink is solvent. I confirm that I hold the relevant signing authority.

**Signed:**

(StARLink Authorised Signatory)

**Print Name:**

**Position in Organisation of Person Signing:**

**Date:**

**Place of Signing:**

**Signed:**

Witness

**Witness Name:**

**Address:**

**Date:**

**Place of Signing:**



## GRANT ACCEPTANCE

On behalf of StARLink, I accept the foregoing offer of Grant by the Scottish Ministers dated [enter date] on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that StARLink is solvent. I confirm that I hold the relevant signing authority.

**Signed:**

(StARLink Authorised Signatory)

**Print Name:**

**Position in Organisation of Person Signing:**

**Date:**

**Place of Signing:**

**Signed:**

Witness

**Witness Name:**

**Address:**

**Date:**

**Place of Signing:**

## SCHEDULE 1

### PART 1: THE PROJECT/PROGRAMME

The Grantee will carry out/procure consultants to carry out the Detailed Options Appraisal stage of a multi-modal transport appraisal in line with Scottish Transport Appraisal Guidance (STAG) which will seek to identify and evidence any transport problems and opportunities in St Andrews. The transport appraisal will be impartial, objective-led and will provide a robust and consistent evidence-base for decision-makers. The completed appraisal should encompass the Initial Appraisal Case for Change and Preliminary and Detailed Options Appraisal stages of the process unless it can be determined that there is insufficient evidence or justification to proceed to the next stage of appraisal or if a rail option does not emerge as a potential solution to the evidenced transport problem.

### PART 2: PAYMENT OF GRANT

1. The total Grant of up to £180,000.00 shall be payable by the Scottish Ministers to the Grantee in arrears as each stage of the appraisal process is completed and 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 years 2019 to 2021. 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 2021, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a monthly profile of expenditure of the Grant before the start of each stage of the appraisal process and before the start of each financial year. Any change to the profile or to the overall costs of the Project/Programme 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 amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the provision of the transport appraisal.
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 in connection with the transport appraisal 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 six 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 mid-April the amount of the Grant actually expended up to and including 31 March.

**SCHEDULE 2  
GRANT CLAIM FORM**

**Organisation:** (Name and Address)

**Bank details:** (Name and address, sort code, account number)

**Project:** Name/Description

**Total agreed grant for:** (financial year and amount)

**Latest forecast of expenditure of grant for:** (financial year and amount)

**Grant claimed to date:** (Amount)

Claim for grant or Estimate of grant required for the period from [enter date]  
to [enter date] or to [enter date] [enter amount]

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

**Completed by:**

**Signed 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 has been submitted or will be made available on request to substantiate each amount.

A	B	C	D
Item	Amount (£)	Paid Invoice [Y/N]	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

##### St Andrews Transport Appraisal

This is to confirm that the grant claimed by StARLink in relation to the above Project during the financial year ended [enter date] was properly due and was used for its intended purpose in accordance with the terms and conditions of the Grant. This statement is supported by the records of StARLink.

**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;

**"Conditions"** means these grant conditions;

**"Data Protection Laws"** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

**"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 mis-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 copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project by or on behalf of the Grantee.

**"Project/Programme"** 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.

Rail Policy  
Rail Directorate

Buchanan House, 58 Port Dundas Road, Glasgow G4 0HF  
Direct Line: [REDACTED]



[REDACTED]  
SWestrans

22 August 2019

By email: [REDACTED]

Dear [REDACTED]

## OFFER OF GRANT FOR KIRKCONNEL TRANSPORT APPRAISAL

The Scottish Ministers in exercise of their powers under Section 70 of the Transport (Scotland) Act 2001 hereby offer to give to the Grantee, South West Scotland Transport Partnership, a grant of up to £30,000.00 STERLING, payable over the financial years 01/04/2019 to 31/03/2021 in connection with a multi modal transport appraisal, which is more particularly described in Part 1 of SCHEDULE 1 ("the Project/Programme") 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, subparagraph 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 South West Scotland Transport Partnership to complete the Initial Appraisal Case for Change stage of a multimodal transport appraisal, in line with Scottish Transport Appraisal Guidance (STAG), which will look at transport problems and opportunities in Kirkconnel.



- 2.2 The Grant shall only be used for the purposes of the multimodal appraisal 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/anticipated outcomes of the Grant are:-
- To complete the Initial Appraisal Case for Change stage of a multi-modal transport appraisal in line with Scottish Transport Appraisal Guidance.
- 2.5 The milestones against which progress in achieving expected outcomes shall be monitored are shown below:
- The satisfactory completion of an Initial Appraisal Case for Change Report.
  -
- 2.6 The eligible costs for which the Grant can be claimed are:
- The costs associated with completing the Initial Appraisal Case for Change stage of a multi-modal transport appraisal in line with STAG, up to a maximum of £30,000.00, which will look at transport problems and opportunities in Kirkconnel.
- 2.7 The eligible costs exclude:
- Any Value Added Tax (VAT) reclaimable by South West Scotland Transport Partnership.

### **3. Payment of Grant**

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee, South West Scotland Transport Partnership, in accordance with the terms of SCHEDULE 1 attached.
- 3.2 The Grantee shall within six weeks 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.
- 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 transport appraisal, 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 progress with the transport appraisal in the form of quarterly reports in addition to completed Initial Appraisal Case for Change report. 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 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 completion of the transport appraisal 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 six 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 completion of the transport appraisal 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 Laws 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 during the lifetime of the asset. 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.

## 7. Publicity

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the transport appraisal 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 transport appraisal;
  - 9.1.4 In the Scottish Ministers' opinion, progress with the transport appraisal is not satisfactory; or
  - 9.1.5 In the Scottish Ministers' opinion, the future of the transport appraisal 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 legal obligations 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 in accordance with law.
- 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. Assignation**

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 transport appraisal, 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 Transport Scotland, Buchanan House, 58 Port Dundas Road, Glasgow, G4 0HF. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely,

[Redacted signature]

## GRANT ACCEPTANCE

On behalf of South West Scotland Transport Partnership, I accept the foregoing offer of Grant by the Scottish Ministers dated [enter date] on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that South West Scotland Transport Partnership is solvent. I confirm that I hold the relevant signing authority.

**Signed:**

(South West Scotland Transport Partnership Authorised Signatory)

**Print Name:**

**Position in Organisation of Person Signing:**

**Date:**

**Place of Signing:**

**Signed:**

Witness

**Witness Name:**

**Address:**

**Date:**

**Place of Signing:**



## GRANT ACCEPTANCE

On behalf of South West Scotland Transport Partnership, I accept the foregoing offer of Grant by the Scottish Ministers dated [enter date] on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that South West Scotland Transport Partnership is solvent. I confirm that I hold the relevant signing authority.

**Signed:**

(South West Scotland Transport Partnership Authorised Signatory)

**Print Name:**

**Position in Organisation of Person Signing:**

**Date:**

**Place of Signing:**

**Signed:**

Witness

**Witness Name:**

**Address:**

**Date:**

**Place of Signing:**



## SCHEDULE 1

### PART 1: THE PROJECT/PROGRAMME

The Grantee will carry out/procure consultants to carry out the Initial Appraisal Case for Change stage of a multi-modal transport appraisal in line with Scottish Transport Appraisal Guidance (STAG) which will look at transport problems and opportunities in Kirkconnel. The transport appraisal will be impartial, objective-led and will provide a robust and consistent evidence-base for decision-makers.

### PART 2: PAYMENT OF GRANT

1. The total Grant of up to £30,000.00 shall be payable by the Scottish Ministers to the Grantee in arrears as each stage of the appraisal process is completed and 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 years 2019 to 2021. 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 2021, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a monthly profile of expenditure of the Grant before the start of the appraisal process and before the start of each financial year. Any change to the profile or to the overall costs of the Project/Programme 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 amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the provision of the transport appraisal.
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 in connection with the transport appraisal 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 six 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 mid-April the amount of the Grant actually expended up to and including 31 March.

**SCHEDULE 2  
GRANT CLAIM FORM**

**Organisation:** (Name and Address)

**Bank details:** (Name and address, sort code, account number)

**Project:** Name/Description

**Total agreed grant for:** (financial year and amount)

**Latest forecast of expenditure of grant for:** (financial year and amount)

**Grant claimed to date:** (Amount)

Claim for grant or Estimate of grant required for the period from [enter date]  
to [enter date] or to [enter date] [enter amount]

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

**Completed by:**

**Signed 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 has been submitted or will be made available on request to substantiate each amount.

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Item	Amount (£)	Paid Invoice [Y/N]	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

##### **Kirkconnel Transport Appraisal**

This is to confirm that the grant claimed by South West Scotland Transport Partnership in relation to the above Project during the financial year ended [enter date] was properly due and was used for its intended purpose in accordance with the terms and conditions of the Grant. This statement is supported by the records of South West Scotland Transport Partnership.

**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;

**"Conditions"** means these grant conditions;

**"Data Protection Laws"** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

**"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 mis-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 copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project by or on behalf of the Grantee.

**"Project/Programme"** 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.



Rail Policy  
Rail Directorate

Buchanan House, 58 Port Dundas Road, Glasgow G4 0HF  
Direct Line: [REDACTED]



[REDACTED]

22 August 2019

Tactran

By email: [REDACTED]

Dear [REDACTED]

## OFFER OF GRANT FOR PERTH TO MONTROSE TRANSPORT APPRAISAL

The Scottish Ministers in exercise of their powers under Section 70 of the Transport (Scotland) Act 2001 hereby offer to give to the Grantee, Tactran, a grant of up to 147,000.00 STERLING, payable over the financial years 01/04/2019 to 31/03/2021 in connection with a multi modal transport appraisal, which is more particularly described in Part 1 of SCHEDULE 1 ("the Project/Programme") 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, subparagraph 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 Tactran to complete a multimodal transport appraisal, in line with Scottish Transport Appraisal Guidance (STAG), which will look at transport problems and opportunities on the Perth to Montrose corridor.
- 2.2 The Grant shall only be used for the purposes of the multimodal appraisal 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/anticipated outcomes of the Grant are:-
- To complete a multi-modal transport appraisal in line with Scottish Transport Appraisal Guidance.
- 2.5 The milestones against which progress in achieving expected outcomes shall be monitored are shown below:
- There will be a decision point after the Initial Appraisal: Case for Change Report and the Preliminary Options Appraisal Report to consider if there is sufficient evidence to proceed to the next stage of the transport appraisal.
  - Funding from the Local Rail Development Fund will be provided in stages and it will only be possible to proceed to the next stage of appraisal when it can be demonstrated that there is sufficient justification to do so.
  - If a rail option is not identified as a potential transport option to address the evidenced transport problem, funding will not be provided from the Local Rail Development Fund for the subsequent stages of appraisal.
- 2.6 The eligible costs for which the Grant can be claimed are:
- The costs associated with completing the Initial Appraisal: Case for Change and Preliminary and Detailed Options Appraisal stages of a multi-modal transport appraisal in line with STAG, up to a maximum of 147,000.00, which will look at transport problems and opportunities on the Perth to Montrose corridor.
- 2.7 The eligible costs exclude:
- Any Value Added Tax (VAT) reclaimable by Tactran.

### **3. Payment of Grant**

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee, Tactran, in accordance with the terms of SCHEDULE 1 attached.
- 3.2 The Grantee shall within six weeks 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.
- 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 transport appraisal, 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 progress with the transport appraisal in the form of quarterly reports in addition to completed Initial Appraisal: Case for Change and Preliminary Options Appraisal and Detailed Options Appraisal reports as appropriate. 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 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 completion of the transport appraisal 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 six 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 completion of the transport appraisal 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 Laws 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 during the lifetime of the asset. 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.

## **7. Publicity**

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the transport appraisal 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 transport appraisal;
  - 9.1.4 In the Scottish Ministers' opinion, progress with the transport appraisal is not satisfactory; or
  - 9.1.5 In the Scottish Ministers' opinion, the future of the transport appraisal 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 legal obligations 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 in accordance with law.
- 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 transport appraisal, 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 Transport Scotland, Buchanan House, 58 Port Dundas Road, Glasgow, G4 0HF. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely,

[Redacted signature]

## GRANT ACCEPTANCE

On behalf of Tactran, I accept the foregoing offer of Grant by the Scottish Ministers dated [enter date] on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Tactran is solvent. I confirm that I hold the relevant signing authority.

**Signed:**

(Tactran Authorised Signatory)

**Print Name:**

**Position in Organisation of Person Signing:**

**Date:**

**Place of Signing:**

**Signed:**

Witness

**Witness Name:**

**Address:**

**Date:**

**Place of Signing:**



## GRANT ACCEPTANCE

On behalf of Tactran, I accept the foregoing offer of Grant by the Scottish Ministers dated [enter date] on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Tactran is solvent. I confirm that I hold the relevant signing authority.

**Signed:**

(Tactran Authorised Signatory)

**Print Name:**

**Position in Organisation of Person Signing:**

**Date:**

**Place of Signing:**

**Signed:**

Witness

**Witness Name:**

**Address:**

**Date:**

**Place of Signing:**



## SCHEDULE 1

### PART 1: THE PROJECT/PROGRAMME

The Grantee will carry out/procure consultants to carry out a multi-modal transport appraisal in line with Scottish Transport Appraisal Guidance (STAG) which will look at transport problems and opportunities on the Perth to Montrose corridor. The transport appraisal will be impartial, objective-led and will provide a robust and consistent evidence-base for decision-makers. The completed appraisal should encompass the Initial Appraisal; Case for Change and Preliminary and Detailed Options Appraisal stages of the process unless it can be determined that there is insufficient evidence or justification to proceed to the next stage of appraisal or if a rail option does not emerge as a potential solution to the evidenced transport problem.

### PART 2: PAYMENT OF GRANT

1. The total Grant of up to 147,000.00 shall be payable by the Scottish Ministers to the Grantee in arrears as each stage of the appraisal process is completed and 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 years 2019 to 2021. 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 2021, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a monthly profile of expenditure of the Grant before the start of each stage of the appraisal process and before the start of each financial year. Any change to the profile or to the overall costs of the Project/Programme 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 amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the provision of the transport appraisal.
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 in connection with the transport appraisal 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 six 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 mid-April the amount of the Grant actually expended up to and including 31 March.



**SCHEDULE 2  
GRANT CLAIM FORM**

**Organisation:** (Name and Address)

**Bank details:** (Name and address, sort code, account number)

**Project:** Name/Description

**Total agreed grant for:** (financial year and amount)

**Latest forecast of expenditure of grant for:** (financial year and amount)

**Grant claimed to date:** (Amount)

Claim for grant or Estimate of grant required for the period from [enter date]  
to [enter date] or to [enter date] [enter amount]

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

**Completed by:**

**Signed 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 has been submitted or will be made available on request to substantiate each amount.

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

#### Perth to Montrose Transport Appraisal

This is to confirm that the grant claimed by Tactran in relation to the above Project during the financial year ended [enter date] was properly due and was used for its intended purpose in accordance with the terms and conditions of the Grant. This statement is supported by the records of Tactran.

**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;

**"Conditions"** means these grant conditions;

**"Data Protection Laws"** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

**"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 mis-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 copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project by or on behalf of the Grantee.

**"Project/Programme"** 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.

Rail Policy  
Rail Directorate

Buchanan House, 58 Port Dundas Road, Glasgow G4 0HF  
Direct Line: [REDACTED]



22 August 2019

[REDACTED]  
Nestrans

By email: [REDACTED]

Dear [REDACTED]

## OFFER OF GRANT FOR ABERDEEN TRANSPORT APPRAISAL

The Scottish Ministers in exercise of their powers under Section 70 of the Transport (Scotland) Act 2001 hereby offer to give to the Grantee, Nestrans, a grant of up to £80,000.00 STERLING, payable over the financial years 01/04/2019 to 31/03/2021 in connection with a multi modal transport appraisal, which is more particularly described in Part 1 of SCHEDULE 1 ("the Project/Programme") 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, subparagraph 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 Nestrans to complete a multimodal transport appraisal, in line with Scottish Transport Appraisal Guidance (STAG), which will look at transport problems and opportunities in Aberdeen.
- 2.2 The Grant shall only be used for the purposes of the multimodal appraisal 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/anticipated outcomes of the Grant are:-
- To complete a multi-modal transport appraisal in line with Scottish Transport Appraisal Guidance.
- 2.5 The milestones against which progress in achieving expected outcomes shall be monitored are shown below:
- There will be a decision point after the Initial Appraisal Case for Change Report and the Preliminary Options Appraisal Report to consider if there is sufficient evidence to proceed to the next stage of the transport appraisal.
  - Funding from the Local Rail Development Fund will be provided in stages and it will only be possible to proceed to the next stage of appraisal when it can be demonstrated that there is sufficient justification to do so.
  - If a rail option is not identified as a potential transport option to address the evidenced transport problem, funding will not be provided from the Local Rail Development Fund for the subsequent stages of appraisal.
- 2.6 The eligible costs for which the Grant can be claimed are:
- The costs associated with completing the Initial Appraisal Case for Change and Preliminary and Detailed Options Appraisal stages of a multi-modal transport appraisal in line with STAG, up to a maximum of £80,000.00, which will look at transport problems and opportunities in Aberdeen.
- 2.7 The eligible costs exclude:
- Any Value Added Tax (VAT) reclaimable by Nestrans.

### **3. Payment of Grant**

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee, Nestrans, in accordance with the terms of SCHEDULE 1 attached.
- 3.2 The Grantee shall within six weeks 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.
- 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 transport appraisal, 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 progress with the transport appraisal in the form of quarterly reports in addition to completed Initial Appraisal Case for Change and Preliminary Options Appraisal and Detailed Options Appraisal reports as appropriate. 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 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 completion of the transport appraisal 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 six 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 completion of the transport appraisal 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 Laws 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 during the lifetime of the asset. 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.

## **7. Publicity**

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the transport appraisal 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 transport appraisal;
  - 9.1.4 In the Scottish Ministers' opinion, progress with the transport appraisal is not satisfactory; or
  - 9.1.5 In the Scottish Ministers' opinion, the future of the transport appraisal 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 legal obligations 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 in accordance with law.
- 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. Assignation**

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 transport appraisal, 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 Transport Scotland, Buchanan House, 58 Port Dundas Road, Glasgow, G4 0HF. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely,

[Redacted Signature]

## GRANT ACCEPTANCE

On behalf of Nestrans, I accept the foregoing offer of Grant by the Scottish Ministers dated [enter date] on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Nestrans is solvent. I confirm that I hold the relevant signing authority.

**Signed:**

(Nestrans Authorised Signatory)

**Print Name:**

**Position in Organisation of Person Signing:**

**Date:**

**Place of Signing:**

**Signed:**

Witness

**Witness Name:**

**Address:**

**Date:**

**Place of Signing:**



## GRANT ACCEPTANCE

On behalf of Nestrans, I accept the foregoing offer of Grant by the Scottish Ministers dated  
[enter date] on the whole terms and conditions as set out in the letter and  
annexed Schedules. I confirm that Nestrans is solvent. I confirm that I hold the relevant signing  
authority.

**Signed:**

(Nestrans Authorised Signatory)

**Print Name:**

**Position in Organisation of Person Signing:**

**Date:**

**Place of Signing:**

**Signed:**

Witness

**Witness Name:**

**Address:**

**Date:**

**Place of Signing:**



## SCHEDULE 1

### PART 1: THE PROJECT/PROGRAMME

The Grantee will carry out/procure consultants to carry out a multi-modal transport appraisal in line with Scottish Transport Appraisal Guidance (STAG) which will look at transport problems and opportunities in Aberdeen. The transport appraisal will be impartial, objective-led and will provide a robust and consistent evidence-base for decision-makers. The completed appraisal should encompass the Initial Appraisal Case for Change and Preliminary and Detailed Options Appraisal stages of the process unless it can be determined that there is insufficient evidence or justification to proceed to the next stage of appraisal or if a rail option does not emerge as a potential solution to the evidenced transport problem.

### PART 2: PAYMENT OF GRANT

1. The total Grant of up to £80,000.00 shall be payable by the Scottish Ministers to the Grantee in arrears as each stage of the appraisal process is completed and 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 years 2019 to 2021. 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 2021, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a monthly profile of expenditure of the Grant before the start of each stage of the appraisal process and before the start of each financial year. Any change to the profile or to the overall costs of the Project/Programme 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 amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the provision of the transport appraisal.
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 in connection with the transport appraisal 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 six 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 mid-April the amount of the Grant actually expended up to and including 31 March.





**SCHEDULE 2  
GRANT CLAIM FORM**

**Organisation:** (Name and Address)

**Bank details:** (Name and address, sort code, account number)

**Project:** Name/Description

**Total agreed grant for:** (financial year and amount)

**Latest forecast of expenditure of grant for:** (financial year and amount)

**Grant claimed to date:** (Amount)

Claim for grant or Estimate of grant required for the period from [enter date]  
to [enter date] or to [enter date] [enter amount]

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

**Completed by:**

**Signed 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 has been submitted or will be made available on request to substantiate each amount.

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

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



## SCHEDULE 3

### STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

#### Aberdeen Transport Appraisal

This is to confirm that the grant claimed by Nestrans in relation to the above Project during the financial year ended [enter date] was properly due and was used for its intended purpose in accordance with the terms and conditions of the Grant. This statement is supported by the records of Nestrans.

**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;

**"Conditions"** means these grant conditions;

**"Data Protection Laws"** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

**"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 mis-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 copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project by or on behalf of the Grantee.

**"Project/Programme"** 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.

Rail Policy  
Rail Directorate

Buchanan House, 58 Port Dundas Road, Glasgow G4 0HF  
Direct Line: [REDACTED]



22 August 2019

[REDACTED]  
SWestrans

By email: [REDACTED]

Dear [REDACTED]

I am writing to advise you of the decision on your application to the Local Rail Development Fund (the Fund) regarding access to Lockerbie station.

Applications were reviewed in detail by a panel of Transport Scotland officials which included representatives from the Rail Policy and Transport Strategy and Analysis teams. The panel assessed the applications against the specified criteria of the Fund and the decisions from the panel were subsequently confirmed by Transport Scotland's Rail Management Team, including the Director of Rail.

Unfortunately this application was unsuccessful and, therefore, funding cannot be provided to appraise your project at this time. Please see the Annex to this letter which gives further information on the reasons for this decision.

The decision is final and there is no right of appeal. However, we will be happy to provide further feedback on your application. If you have any questions or would like to discuss this decision, please email [rail.infrastructure.strategy@transport.gov.scot](mailto:rail.infrastructure.strategy@transport.gov.scot).

We appreciate your interest in the Fund and would like to thank you for the time you have invested in putting forward this application to benefit your local community.

Yours sincerely

[REDACTED]

[REDACTED]



ANNEX

Proposal	Panel Decision
Access to Lockerbie station.	The application was unsuccessful as this is not a unique proposal. The South West Scotland Transport Study contains a recommendation for a package of measures to enhance rail services on the West Coast Main Line, such as increased services operating from and improved access to rail services at Lockerbie, including increased park and ride provision. These options will be taken forward for further consideration within the second Strategic Transport Projects Review.



Rail Policy  
Rail Directorate

Buchanan House, 58 Port Dundas Road, Glasgow G4 0HF  
Direct Line: [REDACTED]  
[REDACTED]



22 August 2019

[REDACTED]  
[REDACTED]  
Go Forth Kincardine

By Email: [REDACTED]

Dear [REDACTED]

I am writing to advise you of the decision on your application to the Local Rail Development Fund (the Fund).

Applications were reviewed in detail by a panel of Transport Scotland officials which included representatives from the Rail Policy and Transport Strategy and Analysis teams. The panel assessed the applications against the specified criteria of the Fund and the decisions from the panel were subsequently confirmed by Transport Scotland's Rail Management Team, including the Director of Rail.

Unfortunately your application was unsuccessful and, therefore, funding cannot be provided to appraise your project at this time. Please see the Annex to this letter which gives further information on the reasons for this decision.

The decision is final and there is no right of appeal. However, we will be happy to provide further feedback on your application. If you have any questions or would like to discuss this decision, please email [rail.infrastructure.strategy@transport.gov.scot](mailto:rail.infrastructure.strategy@transport.gov.scot).

We appreciate your interest in the Fund and would like to thank you for the time you have invested in putting forward an application to benefit your local community.

Yours sincerely

[REDACTED]  
[REDACTED]



ANNEX

Proposal	Panel Decision
<p>Consideration of transport opportunities in Clackmannanshire and Fife which may include reopening passenger services on the Alloa-Clackmannan-Kincardine-Longannet-Low Valleyfield-Dunfermline Railway.</p>	<p>The application was unsuccessful as this is not a unique proposal. The majority of the project is being taken forward through Network Rail development work and the appraisal work which will inform the second Strategic Transport Projects Review (STPR2).</p> <p>Your application included reference to the work recommended by the Longannet Taskforce and commissioned by Fife Council to consider the issues, constraints, problems and opportunities within the strategic transport network.</p> <p>This work provided a useful baseline analysis of transport issues in the area and noted that the land use of the area would need to be determined before more detailed transport appraisal work would be appropriate. Further work to examine the transport problems and opportunities in this area will be considered as part of STPR2.</p> <p>In addition, if TALGO is successful in winning the bid for HS2 rolling stock in autumn 2019, the Scottish Government has committed to extending electrification from Alloa to Longannet to provide rail access to the site and to facilitate the proofing and testing of trains on the network. Subject to programme and available funds, the Scottish Government will also provide stations at Clackmannan and Kincardine.</p>





Rail Policy  
Rail Directorate

Buchanan House, 58 Port Dundas Road, Glasgow G4 0HF  
Direct Line: [REDACTED]



22 August 2019

[REDACTED]  
[REDACTED]  
HITRANS

By Email: [REDACTED]

Dear [REDACTED]

I am writing to advise you of the decision on your applications to the Local Rail Development Fund (the Fund).

All applications were reviewed in detail by a panel of Transport Scotland officials which included representatives from the Rail Policy and Transport Strategy & Analysis teams. The panel assessed the applications against the specified criteria of the Fund and the decisions from the panel were subsequently confirmed by Transport Scotland's Rail Management Team, including the Director of Rail.

Unfortunately three of your applications were unsuccessful, therefore, funding cannot be provided to appraise these projects at this time. Please see the Annex to this letter which gives further information on the reasons for this decision.

The decision is final and there is no right of appeal. However, we will be happy to provide further feedback on your applications. If you have any questions or would like to discuss this decision, please email [rail.infrastructure.strategy@transport.gov.scot](mailto:rail.infrastructure.strategy@transport.gov.scot).

We appreciate your interest in the Fund and would like to thank you for the time you have invested in putting forward these applications.

Yours sincerely,

[REDACTED]  
[REDACTED]



ANNEX

Proposal	Panel decision
Evanton Connectivity	The panel felt that this application would have benefited from additional information, particularly around the alignment with STAG and how the proposal would tackle local issues and promote economic growth.
Skyefall (A890 & Kyle Railway between Ardnarff & Attadale)	The panel agreed that the transport problem was clearly explained and that the proposal has merit but there was insufficient evidence of an approach aligned with STAG. The panel also agreed that another funding option may be more appropriate to take this issue forward, for example, the proposal may fit with the criteria for the GB-wide Rail Innovation Fund.
Oban Hub	The panel felt that this application would have benefited from a fuller description of the problem, how the approach would align with STAG and how it would tackle local issues and promote economic growth. However, the panel agreed that the proposal has merit and that there is potential for it to be considered under the auspices of the West Highland Line Review Team.



22 August 2019

South East of Scotland Transport partnership

By email:

Dear

## OFFER OF GRANT FOR PORT OF LEITH TRANSPORT APPRAISAL

The Scottish Ministers in exercise of their powers under Section 70 of the Transport (Scotland) Act 2001 hereby offer to give to the Grantee, South East of Scotland Transport Partnership, a grant of up to £150,000.00 STERLING, payable over the financial years 01/04/2019 to 31/03/2021 in connection with a multi modal transport appraisal, which is more particularly described in Part 1 of SCHEDULE 1 ("the Project/Programme") 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, subparagraph 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 South East of Scotland Transport Partnership to complete a multimodal transport appraisal, in line with Scottish Transport Appraisal Guidance (STAG), which will look at transport problems and opportunities at the Port of Leith.
- 2.2 The Grant shall only be used for the purposes of the multimodal appraisal 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/anticipated outcomes of the Grant are:-
- To complete a multi-modal transport appraisal in line with Scottish Transport Appraisal Guidance.
- 2.5 The milestones against which progress in achieving expected outcomes shall be monitored are shown below:
- There will be a decision point after the Initial Appraisal Case for Change Report and the Preliminary Options Appraisal Report to consider if there is sufficient evidence to proceed to the next stage of the transport appraisal.
  - Funding from the Local Rail Development Fund will be provided in stages and it will only be possible to proceed to the next stage of appraisal when it can be demonstrated that there is sufficient justification to do so.
  - If a rail option is not identified as a potential transport option to address the evidenced transport problem, funding will not be provided from the Local Rail Development Fund for the subsequent stages of appraisal.
- 2.6 The eligible costs for which the Grant can be claimed are:
- The costs associated with completing the Initial Appraisal Case for Change and Preliminary and Detailed Options Appraisal stages of a multi-modal transport appraisal in line with STAG, up to a maximum of £150,000.00, which will look at transport problems and opportunities at the Port of Leith.
- 2.7 The eligible costs exclude:
- Any Value Added Tax (VAT) reclaimable by South East of Scotland Transport Partnership.

### **3. Payment of Grant**

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee, South East of Scotland Transport Partnership, in accordance with the terms of SCHEDULE 1 attached.
- 3.2 The Grantee shall within six weeks 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.
- 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 transport appraisal, 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 progress with the transport appraisal in the form of quarterly reports in addition to completed Initial Appraisal Case for Change and Preliminary Options Appraisal and Detailed Options Appraisal reports as appropriate. 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 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 completion of the transport appraisal 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 six 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 completion of the transport appraisal 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 Laws 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 during the lifetime of the asset. 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.

## **7. Publicity**

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the transport appraisal 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 transport appraisal;
  - 9.1.4 In the Scottish Ministers' opinion, progress with the transport appraisal is not satisfactory; or
  - 9.1.5 In the Scottish Ministers' opinion, the future of the transport appraisal 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 legal obligations 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 in accordance with law.
- 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. Assignation**

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 transport appraisal, 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 Transport Scotland, Buchanan House, 58 Port Dundas Road, Glasgow, G4 0HF. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely,

[Redacted signature]

[Redacted name]  
Head of Rail Policy

## GRANT ACCEPTANCE

On behalf of South East of Scotland Transport Partnership, I accept the foregoing offer of Grant by the Scottish Ministers dated [enter date] on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that South East of Scotland Transport Partnership is solvent. I confirm that I hold the relevant signing authority.

**Signed:**

(South East of Scotland Transport Partnership Authorised Signatory)

**Print Name:**

**Position in Organisation of Person Signing:**

**Date:**

**Place of Signing:**

**Signed:**

Witness

**Witness Name:**

**Address:**

**Date:**

**Place of Signing:**

## GRANT ACCEPTANCE

On behalf of South East of Scotland Transport Partnership, I accept the foregoing offer of Grant by the Scottish Ministers dated [enter date] on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that South East of Scotland Transport Partnership is solvent. I confirm that I hold the relevant signing authority.

**Signed:**

(South East of Scotland Transport Partnership Authorised Signatory)

**Print Name:**

**Position in Organisation of Person Signing:**

**Date:**

**Place of Signing:**

**Signed:**

Witness

**Witness Name:**

**Address:**

**Date:**

**Place of Signing:**

## SCHEDULE 1

### PART 1: THE PROJECT/PROGRAMME

The Grantee will carry out/procure consultants to carry out a multi-modal transport appraisal in line with Scottish Transport Appraisal Guidance (STAG) which will look at transport problems and opportunities at the Port of Leith. The transport appraisal will be impartial, objective-led and will provide a robust and consistent evidence-base for decision-makers. The completed appraisal should encompass the Initial Appraisal Case for Change and Preliminary and Detailed Options Appraisal stages of the process unless it can be determined that there is insufficient evidence or justification to proceed to the next stage of appraisal or if a rail option does not emerge as a potential solution to the evidenced transport problem.

### PART 2: PAYMENT OF GRANT

1. The total Grant of up to £150,000.00 shall be payable by the Scottish Ministers to the Grantee in arrears as each stage of the appraisal process is completed and 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 years 2019 to 2021. 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 2021, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a monthly profile of expenditure of the Grant before the start of each stage of the appraisal process and before the start of each financial year. Any change to the profile or to the overall costs of the Project/Programme 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 amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the provision of the transport appraisal.
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 in connection with the transport appraisal 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 six 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 mid-April the amount of the Grant actually expended up to and including 31 March.



**SCHEDULE 2  
GRANT CLAIM FORM**

**Organisation:** (Name and Address)

**Bank details:** (Name and address, sort code, account number)

**Project:** Name/Description

**Total agreed grant for:** (financial year and amount)

**Latest forecast of expenditure of grant for:** (financial year and amount)

**Grant claimed to date:** (Amount)

Claim for grant or Estimate of grant required for the period from [enter date]  
to [enter date] or to [enter date] [enter amount]

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

**Completed by:**

**Signed 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 has been submitted or will be made available on request to substantiate each amount.

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

#### Port of Leith Transport Appraisal

This is to confirm that the grant claimed by South East of Scotland Transport Partnership in relation to the above Project during the financial year ended [enter date] was properly due and was used for its intended purpose in accordance with the terms and conditions of the Grant. This statement is supported by the records of South East of Scotland Transport Partnership.

**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;

**“Conditions”** means these grant conditions;

**“Data Protection Laws”** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

**“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 copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project by or on behalf of the Grantee.

**“Project/Programme”** 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.



██████████  
Chair, Dunblane Community Council

22 August 2019

By email: ██████████

Dear ██████████

## OFFER OF GRANT FOR DUNBLANE TRANSPORT APPRAISAL

The Scottish Ministers in exercise of their powers under Section 70 of the Transport (Scotland) Act 2001 hereby offer to give to the Grantee, Dunblane Community Council, a grant of up to £95,000.00 STERLING, payable over the financial years 01/04/2019 to 31/03/2021 in connection with a multi modal transport appraisal, which is more particularly described in Part 1 of SCHEDULE 1 ("the Project/Programme") 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, subparagraph 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 Dunblane Community Council to complete a multimodal transport appraisal, in line with Scottish Transport Appraisal Guidance (STAG), which will look at transport problems and opportunities in Dunblane.
- 2.2 The Grant shall only be used for the purposes of the multimodal appraisal 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/anticipated outcomes of the Grant are:-

- To complete a multi-modal transport appraisal in line with Scottish Transport Appraisal Guidance.

2.5 The milestones against which progress in achieving expected outcomes shall be monitored are shown below:

- There will be a decision point after the Initial Appraisal: Case for Change Report and the Preliminary Options Appraisal Report to consider if there is sufficient evidence to proceed to the next stage of the transport appraisal.
- Funding from the Local Rail Development Fund will be provided in stages and it will only be possible to proceed to the next stage of appraisal when it can be demonstrated that there is sufficient justification to do so.
- If a rail option is not identified as a potential transport option to address the evidenced transport problem, funding will not be provided from the Local Rail Development Fund for the subsequent stages of appraisal.

2.6 The eligible costs for which the Grant can be claimed are:

- The costs associated with completing the Initial Appraisal: Case for Change and Preliminary and Detailed Options Appraisal stages of a multi-modal transport appraisal in line with STAG, up to a maximum of £95,000.00, which will look at transport problems and opportunities in Dunblane.

2.7 The eligible costs exclude:

- Any Value Added Tax (VAT) reclaimable by Dunblane Community Council.

### **3. Payment of Grant**

3.1 The Grant shall be paid by the Scottish Ministers to the Grantee, Dunblane Community Council, in accordance with the terms of SCHEDULE 1 attached.

3.2 The Grantee shall within six weeks 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.

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 transport appraisal, 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 progress with the transport appraisal in the form of quarterly reports in addition to completed Initial Appraisal: Case for Change and Preliminary Options Appraisal and Detailed Options Appraisal reports as appropriate. 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 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 completion of the transport appraisal 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 six 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 completion of the transport appraisal 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 Laws 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 during the lifetime of the asset. 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.

## **7. Publicity**

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the transport appraisal 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 transport appraisal;
  - 9.1.4 In the Scottish Ministers' opinion, progress with the transport appraisal is not satisfactory; or
  - 9.1.5 In the Scottish Ministers' opinion, the future of the transport appraisal 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 legal obligations 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 in accordance with law.
- 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. Assignation**

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 transport appraisal, 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 Transport Scotland, Buchanan House, 58 Port Dundas Road, Glasgow, G4 0HF. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely,

[Redacted signature]

[Redacted name]

Head of Rail Policy

## GRANT ACCEPTANCE

On behalf of Dunblane Community Council, I accept the foregoing offer of Grant by the Scottish Ministers dated [enter date] on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Dunblane Community Council is solvent. I confirm that I hold the relevant signing authority.

**Signed:**

(Dunblane Community Council Authorised Signatory)

**Print Name:**

**Position in Organisation of Person Signing:**

**Date:**

**Place of Signing:**

**Signed:**

Witness

**Witness Name:**

**Address:**

**Date:**

**Place of Signing:**



## GRANT ACCEPTANCE

On behalf of Dunblane Community Council, I accept the foregoing offer of Grant by the Scottish Ministers dated [enter date] on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Dunblane Community Council is solvent. I confirm that I hold the relevant signing authority.

**Signed:**

(Dunblane Community Council Authorised Signatory)

**Print Name:**

**Position in Organisation of Person Signing:**

**Date:**

**Place of Signing:**

**Signed:**

Witness

**Witness Name:**

**Address:**

**Date:**

**Place of Signing:**

## SCHEDULE 1

### PART 1: THE PROJECT/PROGRAMME

The Grantee will carry out/procure consultants to carry out a multi-modal transport appraisal in line with Scottish Transport Appraisal Guidance (STAG) which will look at transport problems and opportunities in Dunblane. The transport appraisal will be impartial, objective-led and will provide a robust and consistent evidence-base for decision-makers. The completed appraisal should encompass the Initial Appraisal: Case for Change and Preliminary and Detailed Options Appraisal stages of the process unless it can be determined that there is insufficient evidence or justification to proceed to the next stage of appraisal or if a rail option does not emerge as a potential solution to the evidenced transport problem.

### PART 2: PAYMENT OF GRANT

1. The total Grant of up to £95,000.00 shall be payable by the Scottish Ministers to the Grantee in arrears as each stage of the appraisal process is completed and 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 years 2019 to 2021. 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 2021, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a monthly profile of expenditure of the Grant before the start of each stage of the appraisal process and before the start of each financial year. Any change to the profile or to the overall costs of the Project/Programme 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 amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the provision of the transport appraisal.
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 in connection with the transport appraisal 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 six 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 mid-April the amount of the Grant actually expended up to and including 31 March.

**SCHEDULE 2  
GRANT CLAIM FORM**

**Organisation:** (Name and Address)

**Bank details:** (Name and address, sort code, account number)

**Project:** Name/Description

**Total agreed grant for:** (financial year and amount)

**Latest forecast of expenditure of grant for:** (financial year and amount)

**Grant claimed to date:** (Amount)

Claim for grant or Estimate of grant required for the period from [enter date]  
to [enter date] or to [enter date] [enter amount]

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

**Completed by:**

**Signed 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 has been submitted or will be made available on request to substantiate each amount.

A	B	C	D
Item	Amount (£)	Paid Invoice [Y/N]	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

#### Dunblane Transport Appraisal

This is to confirm that the grant claimed by Dunblane Community Council in relation to the above Project during the financial year ended [enter date] was properly due and was used for its intended purpose in accordance with the terms and conditions of the Grant. This statement is supported by the records of Dunblane Community Council.

**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;

**“Conditions”** means these grant conditions;

**“Data Protection Laws”** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

**“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 mis-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 copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project by or on behalf of the Grantee.

**“Project/Programme”** 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.