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Paths for All Partnership
Office 8, Forrester Lodge
Tullibody Road
Alloa
Clackmannanshire
FK10 2HU

30/04/2019

Dear □

OFFER OF GRANT FOR FUNDING IN 2019/20 FOR SMARTER CHOICES, SMARTER PLACES PROGRAMME

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Paths for All Partnership (“the Grantee”) a grant of up to £7,433,944 STERLING, payable over the financial year 2019/20 in connection with Smarter Choices, Smarter Places (SCSP), which is more particularly described in Part 1 of **SCHEDULE 1** (“the 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 the Grantee to carry out the Programme.
- 2.2 The Grant shall only be used for the purposes of the Programme and for no other purpose whatsoever.

- 2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.
- 2.4 The main objectives/expected outcomes of the Grant are:
- Delivery of the £5m SCSP Local Authority Fund
 - Delivery of the £2m SCSP Open Fund
 - Introduction of an automated data collection system to support SCSP Monitoring & Evaluation
 - Increase capacity and capability of public, community and third sector organisations to deliver active and sustainable travel initiatives
 - Increased collaboration between Active Travel Delivery Partners and SCSP project partners
- 2.5 The targets/ milestones against which progress in achieving objectives/ expected outcomes shall be monitored are:
- Interim Report on Open Fund progress – by end September 2019
 - Progress report on Local Authority spend – by mid December 2019
 - Programme spend completed - by March 2020
 - Evaluation report on outcomes and impact – by end September 2020
 - SCSP 19/20 Programme Report – by 30 September 2020

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

- Operating costs of up to £352,944
- Programme delivery costs of £7,031,000
- Capital costs of £50,000

2.7 The eligible costs exclude:

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

3. Payment of Grant

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of [SCHEDULE 1](#) attached.
- 3.2 The Grantee shall within one month following the end of each financial year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in [SCHEDULE 3](#). The statement shall be signed by the Grantee's Director of Finance or equivalent official.
- 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 required by the Grantee in connection with the Project, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

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

4. Inspection and Information

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Programme in the form of quarterly and annual reports, deadlines for which are set out in Part 1 of Schedule 1. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Programme as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.
- 4.2 Revisions to targets/milestones against which progress in achieving objectives/outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.
- 4.3 The Grantee shall, on completion of the Project, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project. Such a report shall include such statistical and other information relating to the impact of the Project as shall be required by the Scottish Ministers.
- 4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Programme 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 6 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 Programme 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 Programme.

- 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 Programme.
- 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. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than **£1,000**.

7. Publicity

- 7.1 The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Programme 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.
- 7.2 The Grantee shall acknowledge Transport Scotland funding, and include the Transport Scotland logo, in all relevant publicity material.

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 Programme;

9.1.4 In the Scottish Ministers' opinion, the progress on the Programme is not satisfactory; or

9.1.5 In the Scottish Ministers' opinion, the future of the Programme 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 Programme, 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, 2F North, Victoria Quay, EH6 6QQ. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[]
[]

Date: 30 April 2019

GRANT ACCEPTANCE

On behalf of Paths for All Partnership I accept the foregoing offer of Grant by the Scottish Ministers dated **30/04/2019** on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Paths for All Partnership is solvent. I confirm that I hold the relevant signing authority.

Signed:

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 PROGRAMME

To deliver the Smarter Choices, Smarter Places Programme (SCSP) in 19/20 – comprising delivery of two elements; the £5m SCSP available to all Scottish Local Authorities on a pro rata basis and a £2m Open Fund, available and promoted to a wider range of public, third and community sector organisations, including Local Authorities.

Paths for All will lead the delivery and development of the SCSP, working in close collaboration with partners and across sectors to build capacity and capability to deliver behaviour change initiatives in Scotland, increasing the uptake of active and sustainable travel in line with Transport Scotland's Long Term vision for Active Travel in Scotland 2030, the Climate Change Plan and Programme for Government 17/18 commitments.

In 19/20, Paths for All will introduce an automated data collection systems to support SCSP Programme monitoring and evaluation measures and to demonstrate programme impacts for future years.

Programme milestones are detailed in full in the associated summary document submitted by Paths for All on 26 March 2019, attached here:



SCSP 19 20
Condensed V3.docx

Schedule of reporting deadlines:

Quarterly Reports	Annual Report	Evaluation Report
2 weeks after Quarter end	By end April 2020	By end September 2020

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £7,433,944 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **SCHEDULE 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable over the financial year 2019/20. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide evidence of committed expenditure of the Grant before the end of the financial year. Any change to the profile or to the overall costs of the 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 actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Programme.

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 Programme 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 4 weeks of receiving a claim and any required documentation and information relevant to the claim.

SCHEDULE 2

GRANT CLAIM FORM

Organisation: Paths for All Partnership

Bank details:

Project: Smarter Choices, Smarter Places Programme 2019/20

Total agreed grant for: £7,433,944

Latest forecast of expenditure of grant for:

Grant claimed to date:

Claim for grant for the period 2019/20: «Amount»

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

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that «X has been submitted» or «X 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

Paths for All Partnership – Smarter Choices Smarter Places Programme 2019/20

This is to confirm that the grant claimed by Paths for All Partnership in relation to the above Programme during the financial year ended 31 March 2020 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of Paths for All 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.

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Scottish Natural Heritage
Great Glen House
Leachkin Road
Inverness
IV3 8NW



08/05/2019

Dear []

OFFER OF GRANT FOR SCOTTISH NATURAL HERITAGE - OUR NATURAL HEALTH SERVICE PROGRAMME 2019/20

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Scottish Natural Heritage (“the Grantee”) a grant of up to £50,000 STERLING, payable over the financial year 2019/20 in connection with Our Natural Health Service Programme, which is more particularly described in Part 1 of **SCHEDULE 1** (“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 the Grantee to carry out the Programme.

- 2.2 The Grant shall only be used for the purposes of the Programme and for no other purpose whatsoever.
- 2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.
- 2.4 The main objectives/expected outcomes of the Grant are:
- Raise awareness across key policy sectors of the significant benefits which can be gained from being more active and spending time outdoors;
 - Place more emphasis on the benefits of active travel through prescribing and signposting activity.
 - Maximise the use and potential of the available green assets and services in each GHP area;
 - Encourage behaviour change and promote the use of the natural environment to increase physical activity and raise awareness of green infrastructure for access, leisure and active travel;
 - Develop the capacity of green health initiatives in local communities;
 - Develop and strengthen links and referral pathways between health and social care providers/services and green health projects/providers; and
 - Increase the support available for people across the social gradient and across the life course to participate and change behaviours.
 - Develop an evaluation framework to assess the impacts of the Green Health Partnerships by end March 2020
- 2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are:
- Formal launch of Dundee and Highland Green Health Partnerships by end of May 2019
 - Publication and promotion of an Active Travel Guide for NHS Lanarkshire by end of quarter 2
 - Promotion of walking and cycling activity everyday shorter journeys as part of Green Health Week
 - Supporting and facilitating the network of green health service providers identified through the stakeholder engagement.
 - Piloting of signposting and referral pathways to embed green health programmes in health and social care.
 - Develop the evaluation framework to a stage where it can be rigorously tested in Quarter 4 of 2019/20
- 2.6 The eligible costs for which the Grant can be claimed are:
- Programme delivery costs of £50,000
- 2.7 The eligible costs exclude:
- Any Value Added Tax (VAT) reclaimable by the Grantee
 - Travel and subsistence costs which do not relate to project delivery
 - Any overseas travel costs

3. Payment of Grant

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

- 3.2 The Grantee shall within one month following the end of each financial year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **SCHEDULE 3**. The statement shall be signed by the Grantee's
- 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 required by the Grantee in connection with the Programme, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.
- 3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year as set out in **SCHEDULE 1**, unless otherwise agreed in writing by the Scottish Ministers.

4. Inspection and Information

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Programme in the form of quarterly and annual reports, deadlines for which are set out in Part 1 of Schedule 1. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Programme as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.
- 4.2 Revisions to targets/milestones against which progress in achieving objectives/outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.
- 4.3 The Grantee shall, on completion of the Project, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project. Such a report shall include such statistical and other information relating to the impact of the Project as shall be required by the Scottish Ministers.
- 4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Programme 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 6 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 Programme 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 Programme.
- 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 Programme.
- 5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

6. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds 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. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1000.

7. Publicity

- 7.1 The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Programme 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.
- 7.2 The Grantee shall promote the programme to partner organisations, networks of community organisations and volunteers.
- 7.3 The Grantee shall acknowledge Transport Scotland funding, and include the Transport Scotland logo, in all publicity material.
- 7.4 The Grantee shall submit, as a minimum, along with each quarterly report submitted, details of forthcoming activities or events which may be suitable for Ministers to attend.

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 Programme;
 - 9.1.4 In the Scottish Ministers' opinion, the progress on the Programme is not satisfactory; or
 - 9.1.5 In the Scottish Ministers' opinion, the future of the Programme 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 Programme, 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, 2F North, Victoria Quay, EH6 6QQ .You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[]
[]

08/05/19

GRANT ACCEPTANCE

On behalf of Scottish Natural Heritage I accept the foregoing offer of Grant by the Scottish Ministers dated **08/05/2019** on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Scottish Natural Heritage is solvent. I confirm that I hold the relevant signing authority.

Signed:

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT/PROGRAMME

To support the four Green Health Partnerships (GHPs), being delivered as part of the Our Natural Health Service Programme in 19/20. This will contribute to the work of Transport Scotland, as set out in PfG 2018/19, who work across all levels of government and with NHS, businesses and communities to realise the potential of a shift to active travel including as a prescription for better health.

The work of each Green Health Partnership will support progress on the active travel framework and contribute to a number of AT indicators at the local level, including changing attitudes (professional and public audiences), the inclusion of active travel in development plans (and other strategies), access to assisted walking and cycling schemes; and influencing the level of public sector spend on walking and cycling. In addition to the outputs delivered by each GHP a key aim is to influence and embed greater recognition of the role of the natural environment to increase physical activity and supporting more active lifestyles within future local partnership plans and strategies.

Project milestones are detailed in full in the associated summary document submitted by Scottish Natural Heritage on 28 March.

Copy attached here:



Transport Scotland
- Green Health Partn

Schedule of reporting deadlines:

Quarterly Reports	Annual Report	Evaluation Report
2 weeks after Quarter end	By end April 2020	By end September 2020

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £50,000 shall be payable by the Scottish Ministers to the Grantee in arrears on receipt of a completed claim for Grant in the form set out in **SCHEDULE 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable over the financial year 2019/20. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a monthly profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the 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 actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Programme since the submission by it of the last claim for an instalment of the Grant.
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 Programme 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 4 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 15 April the amount of the Grant actually expended up to and including 31 March.

SCHEDULE 2

GRANT CLAIM FORM

Organisation: Scottish Natural Heritage

Bank details:

Project: Our Natural Health Service

Total agreed grant for:

Latest forecast of expenditure of grant for:

Grant claimed to date:

Claim for Grant for the period from _____ **to** _____

We hereby claim _____ **grant of** _____ **in respect of the above period in accordance with the terms and conditions of the offer of Grant dated** _____ **and the Schedules attached thereto.**

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence 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

Our Natural Health Service

This is to confirm that the grant claimed by Scottish Natural Heritage in relation to the above Programme during the financial year ended 31 March 2020 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of Scottish Natural Heritage.

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.

□
□

□
□
Sustrans Scotland
Rosebery House
9 Haymarket Terrace
Edinburgh
EH12 5EZ

29 May 2019

Dear □

OFFER OF GRANT FOR FUNDING IN 2019/20 TO SUSTRANS Ltd (co. no. 1797726) for BEHAVIOUR CHANGE ACTIVITY

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Sustrans Ltd (co. no. 1797726) (“the Grantee”) a grant of up to £4,103,206 (four million, one hundred and three thousand, two hundred and six pounds) made up of £2,120,930 REVENUE STERLING, and £1,982,276 CAPITAL STERLING payable over the financial year 2019/20 to deliver your behaviour change/advocacy projects as outlined in your proposal document “Sustrans funding bid to Transport Scotland”, version 1.4 dated 24 April 2019. The projects are more particularly described under Purposes of the Grant in section 2.5 below, with funding per project outlined in Appendix A to Schedule 1. This grant is subject to the following terms and conditions:

1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in **SCHEDULE 4** shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.
- 1.5 This Agreement shall not be varied except by an instrument in writing signed by both parties.

2. Purposes of the Grant

- 2.1 The Grant is made to enable the Grantee to carry out the Project.
- 2.2 The Grant shall only be used for the purposes of the Project and for no other purpose whatsoever.
- 2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.
- 2.4 The main objectives/expected outcomes of the Grant are:
- Making our towns and cities friendlier and safer spaces for people on foot and bike
 - Ensuring that the benefits of walking and cycling are made available to everyone
 - Engaging communities to ensure that their needs are met
 - Reducing inequalities

These outcomes reflect the cross-sector benefits that Active Travel can bring and the outcomes of the Active Travel Vision, CAPs and the National Walking Strategy, Scottish Government’s Programme for Government and Sustrans’ own strategy (2017-22).

- 2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are below, and shall be reported on a quarterly basis within 14 days of period end to Transport Scotland, following the start of the project:

ACTIVE TRAVEL HUBS

Budget	Revenue = £157,022
Project summary	
The Active Travel Hubs (ATHs) deliver behaviour change measures and activities to increase levels of walking and cycling for everyday journeys in the communities they serve. The knowledge, experience, learning and resources gained through operating the hubs will be shared with other organisations via the national Active Travel Hub Network.	
Objectives	
<ul style="list-style-type: none"> • Support communities to walk and cycle more, increasing the modal share for these active forms of transport • Provide direct access to walking and cycling by delivering regular walking and cycling activities • Target local barriers to active travel by providing free bicycle and equipment loans, skills improvement and training opportunities • Develop a more positive attitude towards active travel in the community as a whole by hosting and attending promotional events, delivering walking / cycling challenges, developing media campaigns and directly engaging with workplaces and places of education • Ensure access for everyone to active travel opportunities by delivering tailored activities and training with local and national partner organisations who are working to reduce inequalities. • Support national outcomes by cascading active travel information, activities and advocacy through our volunteers and beneficiaries by providing volunteer training and actively supporting development of the national Active Travel Hub network. 	

- Explore alternative funding models for active travel hubs reflecting the co-benefits they provide.

Key milestones

- In partnership with Forth Environment Link, deliver up to 4 x Scottish Active Travel Hub Network (virtual) sessions attended by member organisations **(Reported Quarterly)**
- Deliver a range of walking and cycling activities including volunteering and training opportunities to the communities in Ayr and Kilmarnock **(Reported Quarterly)**
- E-bike pool for rides and short-term trials with a focus on new audiences and those facing social inequality **(Reported Quarterly)**
- Produce (2x) project outcome reports for the Ayrshire ATHs **(June 2020)**

Funding

Output

Revenue
£157,022

Continued Improvement and delivery:

- Supporting and coordinating the Active Travel Hub network across Scotland in partnership with Forth Environment Link
- Operation of the ATHs in Ayr and Kilmarnock in partnership with South and East Ayrshire councils including:
 - Regular walking and cycling activities including: led walks, led rides, e-bikes demo rides, bike loans and equipment loans for activities
 - Regular community training opportunities including: cycle skills / 1:1 training, “Learn to cycle”, puncture repair classes, cycle maintenance classes, ‘Dr Bike’ sessions
 - Promotion of active travel and provision of active travel information and options: Host and attend promotional events (e.g. festival attendance), deliver walking/cycling challenges, distribution of promotional material and items, personalised travel planning, media campaigns, social media activity
 - Developing opportunities for local volunteers to support delivery including: recruitment, training, volunteer events

Changes / new elements:

- A new, in-depth, engagement with workplaces and places of education following collaboration and learning with colleagues in North Ayrshire including: promotional events (e.g. active travel breakfast), personalised travel planning, specific workplace walking / cycling challenges, walk and ride leader training, walks and rides.
- Access to bikes / subsidised bike hire: we will make bikes available to those who don’t have access to them, in particular to low income groups. This will include the short-term loans of bikes to trial and use of bikes to participate in the activities we run.

COMMUNITIES

Budget	Capital = £461,256	Revenue = £124,932
Programme summary		
Our Communities programme pilots new interventions that support communities to reduce barriers (Individual, Social and Material) to behaviour change with respect to active travel.		
Objectives		
<ul style="list-style-type: none"> • Support communities to walk and cycle more, increasing the modal share for these active forms of transport • Support communities to be more closely and meaningfully involved in the development, promotion and use of infrastructure being funded through the 'Places for Everyone' programme • Support the development of active travel activities and / or infrastructure in North Edinburgh by working directly with low income communities. • Provide communities with suitable information about our work. • Promote and grow e-cargo bike use by social enterprises and small businesses to increase the modal share of deliveries by bike. • Provide both a focal point and practical resource for active travel with the installation of information/repair stations at workplaces, on the NCN, colleges, hospitals and schools 		
Key milestones		
<ul style="list-style-type: none"> • Launch of community-led initiative in north Edinburgh, subject to partner agreement (May 2019). • Work with multi-venue Festival providers to support the movement of goods during Edinburgh Festivals with cargo bikes (September 2019) • Produce a report and recommendations reflecting the feedback from national and local organisations regarding Sustrans' work with communities (October 2019) • Open out the e-cargo bike library to community organisations in Edinburgh (or associated with other Sustrans projects in Scotland) (December 2019) • Install 30 information / repair stations at primary and secondary schools (February 2020) • Identify and select sites for the installation of 6 information/repair stations at community facilities, hospitals, or along the NCN (February 2020) • Install 6 information/repair stations at community facilities, hospital sites, or along the NCN (June 2020) • Collate and share best practice and data from effective partnerships between community groups and LAs in the development and use of infrastructure (June 2020) 		
Funding	Output	
Capital £461,256	Continued delivery: <ul style="list-style-type: none"> • Engagement with at least 3 local organisations in north Edinburgh and delivering at least 5 activities (reaching 50 	

Revenue £124,932	<p>residents) that promote walking / cycling. This will result in us gaining a better understanding of the community's needs and will also inform the support for community groups we plan to offer nationally. This could include the loan of bikes to people from low income backgrounds.</p> <ul style="list-style-type: none"> • E-cargo bike library - purchase an additional 5 x e-cargo bikes enabling 10 new organisations/businesses to trial the bikes during 19/20. This will be accompanied by the training of 40 individuals in the use of e-cargo bikes. • Repair stations - install 36 new stations and deliver 6 x information sessions with workplaces / community based organisations on the use of them. <p>Changes / new elements:</p> <ul style="list-style-type: none"> • Produce and share 5 case studies of best practice infrastructure developments involving community-based organisations and Local Authorities. • Reach out to at least 15 national and local organisations working with communities to learn more about what would be helpful from Sustrans and other Active Travel Delivery Partners. • Develop at least 5 new information materials (print or web-based) that support community-based organisations to navigate the 'active travel' landscape. • Access to bikes / subsidised bike hire: we will make bikes available to those who don't have access to them. This will include the short-term loans of bikes to trial and use of bikes to participate in the activities we run.
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EDUCATION AND YOUNG PEOPLE

Budget	Capital = £218,720	Revenue = £290,020
Project summary		
<p>Education and Young People is a programme that engages pupils, parents and teachers in making the journey to school / college and university as active as possible. We widen our influence through showcasing examples and best practice in the media that will spread the impact to other people and school communities in Scotland.</p>		
Objectives		
<ul style="list-style-type: none"> • To increase the number of children, parents and teachers travelling to school by walking, scooting and cycling • To develop projects that encourage walking and cycling to school and to integrate these with other active travel projects in schools (e.g. I Bike, Bikeability, etc). • To support and engage parents and carers to overcome barriers for their children to walk, scooter and cycle to school • To support Local Authority officers to make changes in schools that encourage a culture of travelling actively. 		

- Raise awareness of and influence school travel choices (e.g. through targeted schools campaigns, street closures, Big Pedal, Big Spin Business Challenge, etc)

Key milestones

- Scooter and cycle parking: round 1 grant application deadline **(June 2019)**
- Scooter and cycle parking: round 2 grant application deadline **(September 2019)**
- Hands Up Scotland Survey: collect 2019 data **(September 2019)**
- Hands Up Scotland Survey: additional analysis & research reports **(June 2020)**
- Scooter and cycle parking: completion of installation **(March 2020)**
- 400 current and former I Bike schools and 400 Bikeability schools taking part in the Big Pedal 2020, **(March-April 2020)**
- Deliver learning events to the local authority professional network **(3 by March 2020 and 1 by June 2020)**
- Hands Up Scotland Survey: publish report **(in May 2020)**

Funding	Output
Capital £218,720 Revenue £290,020	<p>Continued delivery:</p> <ul style="list-style-type: none"> • Hands Up Scotland Survey 2020; data collection and publication • Cycle / scooter parking - £200K grant fund to deliver parking in 100 schools • 800 Scottish schools participating in 'The Big Pedal 2020' • 100 schools with up to date School Travel Plans • 4 regional local authority learning events with representatives from 32 local authorities • 5 secondary schools running the 'Big Spin Challenge' - a business plan team challenge with an active travel theme <p>Changes / new elements:</p> <ul style="list-style-type: none"> • Increased engagement with Special Educational Needs schools • Inviting education and planning professionals to attend our professional learning events (previously it was only open to School Travel Officers). • Cycle Parking funding now available to nurseries • Undertake a pilot of a route-finding web tool for parents to use to find the safest routes to school and to identify locations where improvements are needed.

I-BIKE

Budget	Capital = £90,000	Revenue = £621,589
Project summary		
<p>I Bike enables, trains and enthuses pupils, school teacher 'Champions', parents and volunteers through an intensive, varied and tailored programme of cycling, scooting and walking events, activities and classroom sessions. This generates a local culture of active travel for everyday journeys and leaves a legacy within the school community for subsequent years.</p>		
Objectives		
<ul style="list-style-type: none"> • Empowering children, parents and teachers to travel actively, safely and confidently to school; encouraging exercise and reducing traffic. • Embedding a culture of active travel in schools & contributing to safer, happier and healthier communities by providing training and resources to overcome local barriers. • Engaging with children and young people experiencing barriers to cycling participation, with a specific focus on the transition between primary and secondary and engagement with young women and girls. 		
Key milestones		
<ul style="list-style-type: none"> • Establish 'I Bike Communities' pilot project (by end of April 2019) with delivery of sessions from April-June 2019 • Integrate other EYP offers within our school promotional materials (August 2019) • Renew / retain contracts with 12 local authorities (13 areas) (by September 2019) • Engage with at least 52 new schools (by December 2019) • Annual report comprising data from pupil, teacher, parents and partner surveys completed (January 2020) • I Bike evaluation report (Sept 2020) • Add 100 bikes to school fleets to increase inclusivity and participation (March 2020) • Deliver Big Street Survey / Place Standard in 10 schools (March 2020) • I Bike Communities project outcome report (June 2020) 		
Funding	Output	
Capital £90,000	Continued delivery:	
Revenue £621,589	<ul style="list-style-type: none"> • Delivering I Bike projects in 13 areas (7 TS revenue / 3 TS capital / 3 SCSP) resulting in: <ul style="list-style-type: none"> ○ 128 new schools intensively engaged in I Bike across 13 areas (approx. 25,600 pupils) ○ 1800 curriculum linked activities delivered across 200 schools (approx. 40,000 pupils) ○ 80 schools from 18/19 receive 'arm's length' support (approx. 1600 pupils) ○ 100 people trained as Cycle Ride Leaders ○ 50 people trained as Cycle Training Assistants 	

	<ul style="list-style-type: none"> ○ 75 active volunteers / 1500 hours of volunteer time committed ● Match-funding from partners of circa £200K. ● Pilot 'I Bike Communities' project – supporting parents, carers and grandparents in areas of health deprivation to increase their physical activity levels, including through the promotion of E-Bikes. ● Continuing to enhance the programme by improving resources and promotion / marketing. <p>Changes / new elements:</p> <ul style="list-style-type: none"> ● Access to bikes/subsidised bike hire: Extra capital funding will be used to provide officers with pools of: <ul style="list-style-type: none"> ○ bikes and scooters for use by pupils who don't have them; and ○ e-bikes for loaning to teachers and volunteers.
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WORKPLACES

Budget	Capital = £45,000	Revenue = £490,724
Project summary		
<p>We work in partnership with a range of public and private sector employers to deliver innovative projects that create a culture where staff are able, supported and motivated to travel actively and sustainably to/from, and within, work. This involves engagement at all levels of the organisations we work with. In addition, we play a strong national role as a catalyst for integrating the offers of active / sustainable travel delivery partners.</p>		
Objectives		
<ul style="list-style-type: none"> ● To increase the number of people walking and cycling to, and at, work ● To deliver a range of evidence-based behaviour change interventions to engage with commuting staff and senior management aimed at raising awareness of the benefits of active travel and overcoming barriers ● To build capacity within organisations to promote and enable active and sustainable transport to / from and within work, be it through facilities, funding or policy. ● To lead and facilitate joint working between delivery partners, chairing the Workplace Sustainable Transport Delivery Group and delivering a streamlined portfolio of offers to the Scottish workforce through a new website and the growing Scottish Workplace Network. ● To work closely with the infrastructure teams to ensure that workplaces are informed and able to benefit from the existing / new routes and, where possible, able to influence the design of proposed routes. 		
Key milestones		
<ul style="list-style-type: none"> ● Develop a sustainable e-bike model for the NHS including guidance and resources for setting up a scheme as well as guidance for people using e bikes safely. Piloted in NHS Highland and D&G (November 2019) with the potential for subsequent national roll-out 		

- Delivering a programme of events and activities to engage the workforce complemented by higher level engagement and policy development to build into core business of NHS and Council settings **(December 2019)**
- ‘Agile working’ testing and refinement stage of Scottish Workplace Partnership website to meet needs of workplaces **(February 2020)**
- Scottish Workplace Journey Challenge - 300 registered workplaces, 5,000 registered participants, 60,000 registered journeys **(April 2020)**
- Deliver a national programme of workplace network events throughout the year to meet needs of this audience **(June 2020)**
- 90 supported Champions across 26 workplace sites (each site consisting of over 200 employees) **(June 2020)**
- Active Travel Champions - Project Outcome Report **(June 2020)**
- Workplaces & Challenges - Project Outcome Report **(June 2020)**

Funding	Output
<p>Capital £45,000</p> <p>Revenue £490,724</p>	<p>Continued delivery:</p> <ul style="list-style-type: none"> • Active Travel Champions - building capacity through training and supporting volunteers within workplaces to promote walking and cycling to work. • Scottish Workplace Journey Challenge - delivering the 4th year of the national online challenge platform which offers workplaces an interactive competition designed to engage staff in active and sustainable travel for commuting and business travel. • Workplace engagement officers in joint funded posts within NHS Dumfries & Galloway and Highland, delivering a range of activities to increase the number of people traveling actively and sustainably to work and at work. • The Scottish Workplace Network (SWN) is being developed to enable, support and empower organisations to champion active and sustainable travel options for commuting as well as business travel. We are working with the delivery partners to build a website to streamline the range of offers. <p>Changes / new elements:</p> <ul style="list-style-type: none"> • Increasing integration with the infrastructure delivery programme so our behaviour change measures drive people to use new facilities. • Increasing the reach of the Scottish Workplace Journey Challenge and developing a partnership model for Local Authorities. Greater promotional activity to increase the Challenge’s reach across Scotland and encourage greater participation. • Develop and refine the workplaces partnership website to meet the needs of employers considering active travel interventions. • Expand NHS engagement programme to a new NHS Board while looking at long term integration with in existing Boards. Combined with wider, National NHS wide integration work and linking strategic agendas.

- Access to bikes/subsidised bike hire: we will make bikes available to those who don't have access to them. This will include the short-term loans of bikes to trial and use of bikes to participate in the activities we run.

STRATEGIC PARTNERSHIPS

Budget	Capital = £1,167,300	Revenue = £252,243
Project summary		
The Strategic Partnerships programme provides local, regional and national partner organisations with access to the skills, knowledge and resources needed to deliver walking and cycling infrastructure projects.		
Objectives		
<ul style="list-style-type: none"> • Provide partners with access to Sustrans' resources and expertise in active travel network development and delivery. • Ensure that active travel strategies are effective in creating a pipeline of strategic infrastructure projects. • Evidence demand for active travel infrastructure in towns and cities through delivery of Bike Life Scotland • Identify key regional priorities for cycling infrastructure and develop proposals for these. • Maximise the budgets available for active travel infrastructure by working across Local Authority departments. • Support the exchange of best practice amongst our partners. 		
Key milestones		
<ul style="list-style-type: none"> • Produce recommendations for the future direction of active travel strategies, based on the findings of the evaluation (June 2019) • Report on the utilisation of 2018/19 RTP partnership grants (June 2019) • Initiate negotiations for new partnerships with SPT, SWestrans and ZetTrans (June 2019) • Establish NHS Partnership steering group (July 2019) • Complete strategic plan for active transport integration priorities in Scotland (September 2019) • Produce biannual local authority partnerships update report (September 2019 & March 2020) • Next 3 Bike Life reports published (March 2020) • Strategic Partnerships project outcome report (June 2020) 		
Funding	Output	
Capital £1,167,300	Continued delivery: <ul style="list-style-type: none"> • Officer support to 6 x Local Authority partners. • Deliver the PfG commitment to roll out Bike Life to 3 more Scottish cities or towns 	
Revenue £252,243	<ul style="list-style-type: none"> • Evaluation of active travel strategies across Scottish local authorities 	

- Provision of a fund of £100K per RTP partner for the development of active travel projects and work to identify regional investment priorities and facilitate cross-border working.
- Provide partnership resource to NHS Estates to identify active travel routes to and through new healthcare facilities, maximising the opportunities for investment.
- Directly support our partners at SNH to develop and deliver national walking and cycling network routes (fulfilling an NPF3 priority).
- Support public transport operators to integrate active travel modes with public transport to increase the attractiveness of multi-modal journeys (supporting delivery of CAPS action 8).

Changes / new elements:

- We have received expressions of interest for embedded officers from many more local authority partners outwith the cities and next year we will provide a formal offer to all local authorities.
- Explore the potential to work with SPT, SWestrans and ZetTrans.
- Enable Bike Life partners to make the most of their inclusion in the programme and link them into a UK network of Bike Life partners.
- Work in partnership with the Transport Scotland rail team and ScotRail to ensure the success of the Bike Carriages project, supporting development of the project along the West and North Highland Line.
- In response to our partner's requests we would like to explore lowering the intervention rates we currently use and offering new partners the possibility to match-fund against in-kind contributions such as management time and overheads.
- Add an offer of design resource to the programme in order to fill the demand shown by Local Authority partners and develop a new generation of active travel infrastructure designers.

COMMUNICATION

Budget	Revenue = £184,400
Project summary	
<p>Our Communications programme provides strategic communications on all Transport Scotland-funded programmes managed by Sustrans Scotland. This includes traditional media, online and social media content promoting the benefits of active travel to the general public in Scotland, and promoting the full range of support offered by the Scottish Government-funded partners to get people walking and cycling for more of their everyday journeys.</p>	
Objectives	
<ul style="list-style-type: none"> • To communicate the full health, environmental and economic benefits of everyday walking and cycling to a wide range of audiences • To build awareness within local authorities, housing associations, community development trusts and other potential delivery partners of the range of Scottish Government-supported active travel funding grants • To support the development of a repository of case studies and programme reviews that can contribute to the Scotland-wide body of knowledge on the challenges and opportunities of active travel infrastructure implementation 	
Key milestones	
<p>Event milestones:</p> <ul style="list-style-type: none"> • Workshop – Poverty Alliance ‘Get Heard’ programme (April 2019) • 10 Years of I Bike – video launch (April 2019) • Big Breakfast event – Glasgow (May 2019) • Scottish Education Awards - sponsorship and event presence (June 2019) • Glasgow Canal Festival - sponsorship and event presence (August 2019) • Pedal for Scotland: sponsorship and event presence (September 2019) • Glasgow Business Awards sponsorship and event presence (October 2019) • Academy of Urbanism: sponsorship (November 2019) 	
Funding	Output
Revenue £184,400	<p>Continued delivery:</p> <ul style="list-style-type: none"> • Events • Content Development • Targeted Communications Activity for key programmes of work • Liaison with Transport Scotland • Collaboration on communications with other Active Travel Delivery Partners

Additionally:

- An annual report will be submitted by end April 2020;
- An evaluation report on project outcomes and impact submitted by end Sept 2020.

2.6 The eligible costs for which the Grant can be claimed are as set out in **Appendix A to Schedule 1**.

2.7 The eligible costs exclude:

- Any Value Added Tax (VAT) reclaimable by the Grantee;
- Travel and subsistence costs which do not relate to project delivery;
- Any overseas travel costs.

3. Payment of Grant

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **SCHEDULE 1** attached.
- 3.2 The Grantee shall within one month following the end of each financial year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **SCHEDULE 3**. The statement shall be signed by the Grantee's Director of Finance or equivalent official.
- 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 required by the Grantee in connection with the Project, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.
- 3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year as set out in **SCHEDULE 1**, unless otherwise agreed in writing by the Scottish Ministers.

4. Inspection and Information

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of Quarterly and Annual reports (to include risk management updates) as noted in Schedule 1. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.
- 4.2 Revisions to targets/milestones against which progress in achieving objectives/outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.
- 4.3 The Grantee shall, on completion of the Programme, submit an evaluation report to the Scottish Ministers summarising the outcomes and performance of the Programme as noted in schedule 1. 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. For the 2019/20 Programme, the evaluation should include the following:

Deliverable	Activity	Schedule	
		2019/20	2020/21
Ongoing Project and Programme Reporting			
2019/20 Transport Scotland evaluation Impact reports	Report summarising the impact of all programme activity up until June 2020. Format will relate to the agreement of the Theory of Change.		Sept 2020
2019/20 Project & Programme Outcome Reports	<ul style="list-style-type: none"> • Active Travel Champions • Active Travel Hubs • Communities • Education & Young People • I Bike Communities • Strategic Partnerships • Workplaces & Challenges 	Jun 2020	April 2020
I Bike reporting	Evaluation Reports for 18/19 and 19/20 delivery	Jan 2020	Sept 2020

Sustrans will also provide the following research & evaluation programme reporting:

Deliverable	Activity	Schedule	
		2019/20	2020/21
Hands Up Scotland Survey Results	Publication of national and Local Authority Statistics 2019 and 2020	May 2020	May 2021
Hands Up Scotland Survey Analysis	Additional analysis & research reports associated with 2018 & 2019 data	Jun 2020	Jun 2021
Bike Life Scotland	Delivery of Bike Life Scotland reports for three new cities or urban areas	Mar 2020	

- 4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.
- 4.5 The Grantee shall keep and maintain for a period of 6 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

- 4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant.
- 4.7 The grantee shall immediately inform the Scottish Ministers of any change in its constitution for example, but not limited to, a change in status from one type of body corporate to another.

5. Confidentiality and Data Protection

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.
- 5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection 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 assets. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

7. Publicity

- 7.1 The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.
- 7.2 The Grantee shall promote all projects to partner organisations, networks of community organisations and volunteers.
- 7.3 The Grantee shall acknowledge Transport Scotland funding, and include the Transport Scotland logo, in all publicity material.
- 7.4 The Grantee shall submit, as a minimum, along with each quarterly report submitted, details of forthcoming activities or events which may be suitable for Ministers to attend.

8. Intellectual Property Rights

- 8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.
- 8.2 The Grantee shall ensure that nothing contained in any materials produced or submitted to the Scottish Ministers by the Grantee or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of any third party copyright or intellectual property right and shall indemnify the Scottish Ministers against all actions, proceedings, claims and demands made by reason of any such infringement.

9. Default and Recovery etc. of Grant

- 9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:
 - 9.1.1 The Grantee commits a Default;
 - 9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;
 - 9.1.3 The Grantee fails to carry out the Project;
 - 9.1.4 In the Scottish Ministers' opinion, the progress on the Project is not satisfactory; or
 - 9.1.5 In the Scottish Ministers' opinion, the future of the Project is in jeopardy.
- 9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations under EU law Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time by the Commission of the European Union.
- 9.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:

- 9.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 9.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or
- 9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.
- 9.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 9.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.
- 9.5 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.
- 9.6 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 9.1 to 9.3 shall not be construed as a waiver of such right or remedy.

10. 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 Project, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

15. Governing Law

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

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one copy of the offer of Grant and Schedules to me at Transport Scotland, 2F North, Victoria Quay, EH6 6QQ. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

□

□

□

29/05/2019

GRANT ACCEPTANCE

On behalf of Sustrans Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated 29/05/2019 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Sustrans Scotland is solvent. I confirm that I hold the relevant signing authority.

Signed:

«Director/Company Secretary/Authorised Signatory»

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT

Sustrans will deliver the suite of projects as detailed above under Section 2.5 of the Conditions of Grant and as outlined in its document entitled “Sustrans funding bid to Transport Scotland” dated 24 April 2019. Sustrans will also adhere to the project funding in Appendix A to Schedule 1, unless agreed by Transport Scotland and Scottish Ministers.

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £4,103,206 (four million, one hundred and three thousand, two hundred and six pounds) shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **SCHEDULE 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable over the financial year 2019/20. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a quarterly profile of expenditure of the Grant ideally before the start of the financial year. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. With every Grant Claim Form submitted the Grantee shall provide details of all expenditure related to the previous quarter’s activities and each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Project since the submission by it of the last claim for an instalment of the Grant.
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 Project having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 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 15 April the amount of the Grant actually expended up to and including 31 March.

8. The grantee will provide quarterly reports on progress made against milestones/outputs; a final annual report on achievements over the full year against outputs and short term outcomes; and evaluation reports reporting on outcomes of each of the three project elements. The timetable for these reports is:

Quarterly Report	Annual Report	Evaluation Report
2 weeks after Quarter end	By end April 2020	By end Sept 2020

APPENDIX A TO SCHEDULE 1

BUDGET SUMMARY

Behaviour Change / Advocacy	CAPITAL	REVENUE
Workplaces:		
Active Travel Workplaces	£45,000	£490,724
Schools:		
Education & Young People	£218,720	£290,020
I Bike	£90,000	£621,589
Communities:		
Active Travel Communities	£461,256	£124,932
Active Travel Hubs		£157,022
Strategic Partnerships	£1,167,300	£252,243
Communications:		£184,400
Total	£1,982,276	£2,120,930

SCHEDULE 2

GRANT CLAIM FORM

Organisation: Sustrans UK

Bank details: «Name and address, sort code, account number»

Project: Active Travel – Behaviour Change / Advocacy Programme

Total agreed grant for 2018/19 - £4,103,206

Latest forecast of expenditure of grant for: «20XX-XX»: «Amount»

Grant claimed to date: «Amount»

Claim for grant for the period from Click here to enter a date. **to** Click here to enter a date.
or to Click here to enter a date.: «Amount»

We hereby claim «total» grant of «£XX» in respect of the above period in accordance with the terms and conditions of the offer of Grant dated Click here to enter a date. **and the Schedules attached thereto.**

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that «X has been submitted» or «X will be made available on request» to substantiate each amount. Please state whether capital or revenue funding.

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

Sustrans Scotland – Active Travel / Active Nation Programme

This is to confirm that the grant claimed by Sustrans Scotland in relation to the above Project during the financial year ended 31 March 2020 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of Sustrans Scotland.

Signed:

Name in block capitals:

Position:

Date: [Click here to enter a 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**” 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.

□
□

□
□
Sustrans Scotland
Rosebery House
9 Haymarket Terrace
Edinburgh
EH12 5EZ

29 May 2019

Dear □

OFFER OF GRANT FOR FUNDING IN 2019/20 TO SUSTRANS Ltd (co. no. 1797726)

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Sustrans Ltd (co. no. 1797726) (“the Grantee”) a grant of up to £55,280,800 CAPITAL STERLING and up to £69,070 REVENUE STERLING , payable over the financial year 2019/20 to deliver your infrastructure and place making projects as outlined in your proposal document “Sustrans funding bid to Transport Scotland”, version 1.4 dated 24 April 2019. The projects are more particularly described under Purposes of the Grant in section 2.5 below, with funding per project outlined in Appendix A to Schedule 1. This grant is subject to the following terms and conditions:

1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in **SCHEDULE 4** shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.
- 1.5 This Agreement shall not be varied except by an instrument in writing signed by both parties.

2. Purposes of the Grant

- 2.1 The Grant is made to enable the Grantee to carry out the Project.
- 2.2 The Grant shall only be used for the purposes of the Project and for no other purpose whatsoever.
- 2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.
- 2.4 The main objectives/expected outcomes of the Grant are:
- Making our towns and cities friendlier and safer spaces for people on foot and bike.
 - Ensuring that the benefits of walking and cycling are made available to everyone.
 - Engaging communities to ensure that their needs are met.
 - Reducing inequalities.

These outcomes reflect the cross-sector benefits that Active Travel can bring and the outcomes of the Active Travel Vision, CAPs and the National Walking Strategy, Scottish Government's Programme for Government and Sustrans' own strategy (2017-22).

- 2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are below, and shall be reported on a quarterly basis within 14 days of period end to Transport Scotland, following the start of the project:

Street Design

Budget	Capital - £780,800
Project summary	
Street Design is an award winning co-design service that delivers spaces people need to live, work and play in. It inspires others across Scotland by empowering communities, implementing high quality design and delivering behaviour change interventions. Our work demonstrably improves road safety and delivers more walking and cycling.	
Objectives	
<ul style="list-style-type: none">• With each project we:<ul style="list-style-type: none">○ Empower local people as decision-makers;○ Deliver a Concept Design or 'Pocket Place' to prioritise people over traffic; and○ Implement complimentary behaviour change interventions.• We inspire and challenge:<ul style="list-style-type: none">○ Local authorities and consultants to aim higher;○ Communities to re-think the priorities for their spaces; and○ Professional bodies to follow our lead.• We change Scotland by:<ul style="list-style-type: none">○ Setting the example for best practice in co-design with communities;○ Promoting awareness by delivering professional papers and focussed media content; and	

- Driving a programme of technical research, guidance and training to embed learning in the industry (new for 2019/20).

Key milestones

- Neighbourhoods and High Streets (permanent measures):
 - Announce two successful projects (May 2019)
 - Two of four engagement stages complete (December 2019)
 - Concept Designs completed (June 2020)
- Pocket Places (small, temporary measures):
 - Minimum of 4 sites identified (December 2019)
 - Installation complete (June 2020)
- Technical Research, guidance and training:
 - First external design paper published (June 2019)
 - Delivery of a minimum of 10 days' external training (June 2020)
- Street Design project outcome report (June 2020)

Funding	Output
Capital £780,800	Continued delivery: <ul style="list-style-type: none"> ● 2 Street Design projects taken to Concept Design stage ● 4 'Pocket Places' projects Changes / new elements: <ul style="list-style-type: none"> ● 2 additional 'Pocket Places' in 2019/20 ● Technical Research, Guidance and Training for partners (provided at no cost to them)

Places for Everyone

Budget	Capital - £51,000,000
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Project summary

A single, unified, grant programme that rebalances Scotland's streets in favour of walking, cycling, and liveability. Grants are offered to partners for the design and construction of people prioritised infrastructure, such as paving, cycle-ways, road-crossings, and greening. Professional support is provided to partners to ensure that the highest quality infrastructure is delivered, enabling more walking and cycling regardless of location or ability. Previously Community Links, Community Links PLUS, and Safer Routes to School - the fund now simplifies the offer for partners.

Objectives

- Increase number of people and trips for walking, cycling and wheeling for everyday journeys.
- Ensure communities are proactively engaged in project development and decision making.
- Improve accessibility for people with protected characteristics.
- Improve the quality of place and where possible increase the quality and quantity of green infrastructure.
- Provide dedicated, safe spaces for people to walk, cycle and wheel through, adhering to Sustrans Scotland's Design Principles.

www.transport.gov.scot

Key milestones

- Programme Steering Group to meet in May and regularly thereafter, subject to confirmation of governance structure (May 2019)
- Briefing to TS on awards to be recommended for priority category 1&2 (May 2019)
- First round of applications awarded (2 milestones June 2019, 1. mainly priority category 1&2; 2. Awards across whole programme categories 1-4, dates subject to CabSec availability)
- Former Community Links PLUS panel (ie category 4) agrees projects to move into design development stage (June 2019)
- Knowledge Sharing Event for larger scale projects (September 2019)
- 2018/9 Community Links evaluation report (September 2019)
- Possible 2nd round of applications awarded (categories 1-3) (autumn 2019 subject to agreement tbc by July)
- South City Way opening event, subject to partner delivery (winter 2019)
- Raising the Standards Day (January 2020)
- 2019/20 Community Links PLUS project outcome report (June 2020)
- Places for Everyone research reports (June 2020)

Funding

Output

Capital
£51,000,000

Continued delivery:

- Grant fund = £46M (circa £46M match-funding from partners)
- Fund only open to existing partners coming to detailed design and construction, with no new feasibility or design projects taken initially.
- If funding allows, re-open at a date after May (when CLPlus panel meet), for more existing partners reaching detailed design and construction (current forecasts do not allow for any new projects)
- Complementary behaviour change activities undertaken to support the delivery and use of larger infrastructure projects.
- Safer Routes to School promoted as an offer within the fund, still focussing on improving active travel infrastructure around schools
- Delivery of Raising the Standards Day knowledge sharing event.

Changes / new elements:

- Integrating Community Links, Community Links PLUS and Safer Routes to School in to one, tiered, fund
- Decrease in overall number of projects, and subsequently partners funded.
- Increase in size and scale of typical project.
- Establishing a partnership with Scottish Futures Trust, to maximise infrastructure projects around new school/nursery investment.

National Cycle Network

Budget	Capital £3,500,000	Revenue -£69,070
Project summary		
<p>The National Cycle Network is a UK-wide network of traffic-free paths for everyone, connecting cities, towns and countryside and loved by the communities they serve. Our vision is to provide accessible, traffic-free, <u>paths for everyone</u> and to realise the active travel and economic potential of the NCN.</p>		
Objectives		
<ul style="list-style-type: none"> • Deliver a world class, safe and accessible active travel network in Scotland by creating traffic-free routes that communities love, enjoy and use to travel actively for more of their everyday journeys. • Focus interventions on high demand, urban and suburban areas to deliver greatest uplift in functional journeys. Use NCN improvement projects as a place to pioneer best practice and act as exemplars for the wider active travel network in Scotland. 		
Key milestones		
<ul style="list-style-type: none"> • Development of Greenways Concept and Plan: <ul style="list-style-type: none"> ○ Stakeholder mapping (SNH and CSGN already identified as key partners) (July 2019) ○ Scoping study / GIS exercise – existing Greenway routes and development opportunities (August 2019) ○ Present initial findings to Transport Scotland (November 2019) ○ Pilot project identification (March 2020) ○ Develop impact monitoring plan (April 2020) ○ Pilot project programme creation (May 2020) • ‘Paths for Everyone’ activation projects: <ul style="list-style-type: none"> ○ NCN765 Doune to Burn of Cambus feasibility & design (December 2019) ○ NCN76 Manor Powis (Stirling) detailed design (December 2019) • Complete design / feasibility and construction projects (June 2020) • Complete Quiet Roads Scoping Report (June 2020) • Commission outline feasibility studies on NWCN project (June 2020) • National Cycle Network report 2018/19 (July 2019) 		
Funding Output		
Capital £3,500,000	Continued delivery:	
Revenue £69,070	Construction of 7 projects (£898K) including:	
	<ul style="list-style-type: none"> • NCN7 ‘Lochs & Glens (South)’: <ul style="list-style-type: none"> ○ Lochwinnoch / Castle Semple access ramp ○ Logierait Bridge • NCN76 ‘Round the Forth’ <ul style="list-style-type: none"> ○ Kinneil (Phase 2) – route improvement package • NCN7 / NCN75 access improvements • NCN78 ‘Caledonia Way’: <ul style="list-style-type: none"> ○ Ledaig / Duror ○ Righ Bridge (Onich) 	

- Package of NCN Waymarking and Signage works Design / preparation of 7 projects (£785K) including:
 - NCN76 'Round the Forth':
 - Manor Powis, Stirling (detailed design)
 - Salveston Steps, Edinburgh (detailed design)
 - NCN765 'Stirling to Callander':
 - Doune to Burn of Cambus (3 new bridges) detailed design
 - NCN7 'Lochs & Glens (South)' / NCN75 'Clyde to Forth'
 - Elderslie (Renfrewshire)
 - NCN78 'Caledonia Way':
 - Tarbert to Kennacraig safety improvements feasibility and design
 - Paths for Everyone Urban Access - junctions & crossings
 - Junction improvements (multiple routes)

Changes / new elements:

- Scottish Greenways - development of Greenway Concept including 2 pilot projects in urban areas for delivery in 2020/21 onwards.
- Increased engagement with communities in the design and promotion of new infrastructure projects.
- Quiet Roads initiative - assessment of roads and crossings requiring safety improvements and development of an evidence lead programme of interventions to implement Quiet-Way status.

Explanatory note:

This programme is indicative and subject to change upon further discussion with Transport Scotland.

2.6 The eligible costs for which the Grant can be claimed are as set out in **Appendix A to Schedule 1**.

2.7 The eligible costs exclude:

- Any Value Added Tax (VAT) reclaimable by the Grantee
- Travel and subsistence costs which do not relate to project delivery.
- Any overseas travel costs.

3. Payment of Grant

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

3.2 The Grantee shall within one month following the end of each financial year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **SCHEDULE 3**. The statement shall be signed by the Grantee's Director of Finance or equivalent official.

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

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

4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of Quarterly and Annual reports as noted in schedule 1 (to include risk management updates). Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.

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

4.3 The Grantee shall, on completion of the Project by April and by September, submit respectively an annual report and evaluation reports to the Scottish Ministers summarising the delivery of outputs, outcomes and performance of the Project as noted in schedule 1. 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. For the 2019/20 Programme, the reports and evaluation should include the following:

Deliverable	Activity	Schedule	
		2019/20	2020/21
Ongoing Project and Programme Reporting			
2019/20 Transport Scotland evaluation Impact report	Report summarising the impact of all programme activity up until June 2020. Format will relate to the agreement of the Theory of Change.		Sept 2020
2019/20 Project & Programme annual Outcome Reports	<ul style="list-style-type: none"> • Community Links PLUS • Street Design 	Jun 2019	April 2020
Community Links / Places for Everyone fund reporting	Evaluation reports for Community Links (2018/19) and Places for Everyone fund (2019/20)	Sept 2019	Sept 2020
National Cycle Network	National Cycle Network annual report for 2018 and 2019 Includes multiple sub-publications (c. 20 site-specific reports)	Jul 2019	April 2020

Sustrans will also provide the following research & evaluation programme reporting:

Deliverable	Activity	Schedule	
		2019/20	2020/21
Hands Up Scotland Survey Results	Publication of national and Local Authority Statistics 2019 and 2020	May 2020	May 2021
Hands Up Scotland Survey Analysis	Additional analysis & research reports associated with 2018 & 2019 data	Jun 2020	Jun 2021
Bike Life Scotland	Delivery of Bike Life Scotland reports for three new cities or urban areas	Mar 2020	
Note the projects above are contained and funded from the Behaviour change grant but provide evidence across the whole programme, hence are noted here.			
Places for Everyone fund research	Delivery of research & development work associated with understanding impact of active travel investment and	Jun 2020	Jun 2021

- 4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.
- 4.5 The Grantee shall keep and maintain for a period of 6 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
- 4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant.
- 4.7 The grantee shall immediately inform the Scottish Ministers of any change in its constitution for example, but not limited to, a change in status from one type of body corporate to another.

5. Confidentiality and Data Protection

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.
- 5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection 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 assets. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

7. Publicity

- 7.1 The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.
- 7.2 The Grantee shall promote all projects to partner organisations, networks of community organisations and volunteers.
- 7.3 The Grantee shall acknowledge Transport Scotland funding, and include the Transport Scotland logo, in all publicity material.
- 7.4 The Grantee shall submit, as a minimum, along with each quarterly report submitted, details of forthcoming activities or events which may be suitable for Ministers to attend.

8. Intellectual Property Rights

- 8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.
- 8.2 The Grantee shall ensure that nothing contained in any materials produced or submitted to the Scottish Ministers by the Grantee or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of any third party copyright or intellectual property right and shall indemnify the Scottish Ministers against all actions, proceedings, claims and demands made by reason of any such infringement.

9. Default and Recovery etc. of Grant

- 9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:

- 9.1.1 The Grantee commits a Default;

- 9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;
- 9.1.3 The Grantee fails to carry out the Project;
- 9.1.4 In the Scottish Ministers' opinion, the progress on the Project is not satisfactory; or
- 9.1.5 In the Scottish Ministers' opinion, the future of the Project is in jeopardy.
- 9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations under EU law Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time by the Commission of the European Union.
- 9.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:
- 9.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 9.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or
- 9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.
- 9.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 9.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.
- 9.5 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.

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

10. Assignment

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

11. Termination

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

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

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

15. Governing Law

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

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one copy of the offer of Grant and Schedules to me at Transport Scotland, 2F North, Victoria Quay, EH6 6QQ. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

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29/05/2019

GRANT ACCEPTANCE

On behalf of Sustrans Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated 29 May 2019 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Sustrans Scotland is solvent. I confirm that I hold the relevant signing authority.

Signed:

«Director/Company Secretary/Authorised Signatory»

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT

Sustrans will deliver the suite of projects as detailed above under Section 2.5 of the Conditions of Grant and as outlined in its document entitled “Sustrans funding bid to Transport Scotland” dated 24 April 2019. Sustrans will also adhere to the project funding in Appendix A to Schedule 1, unless agreed by Transport Scotland and Scottish Ministers.

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £55,349,870 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **SCHEDULE 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable over the financial year 2019/20. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a quarterly profile of expenditure of the Grant ideally before the start of the financial year. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. With every Grant Claim Form submitted the Grantee shall provide details of all expenditure related to the previous quarter’s activities and each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Project since the submission by it of the last claim for an instalment of the Grant.
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 Project having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 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 15 April the amount of the Grant actually expended up to and including 31 March.
8. Pre-existing and future projects over a certain amount, to be agreed with Scottish Ministers on a case by case basis, and that have long lead in times, can be considered as being secured contractually committed funding up to a period of no more than 5 years, with 3 years being the default timescale.

9. The grantee will provide quarterly reports on progress made against milestones/outputs; a final annual report on achievements over the full year against outputs and short term outcomes; and evaluation reports reporting on outcomes of each of the three project elements. The timetable for these reports is:

Quarterly Report	Annual Report	Evaluation Report
2 weeks after Quarter end	By end April 2020	By end Sept 2020

APPENDIX A TO SCHEDULE 1

BUDGET SUMMARY

Infrastructure & Place Making		<i>Capital</i>	<i>Revenue</i>
Street Design	Infrastructure	<i>£780,800</i>	<i>£0</i>
Places for Everyone:	Infrastructure	<i>£51,000,000</i>	<i>£0</i>
National Cycle Network	Infrastructure	<i>£3,500,000</i>	<i>£69,070</i>
Total		<i>£55,280,800</i>	<i>£69,070</i>

SCHEDULE 2
GRANT CLAIM FORM

Organisation: Sustrans UK

Bank details: «Name and address, sort code, account number»

Project: Active Travel / Active Nation Programme

Total agreed grant for 2019/20 - £55,349,870

Latest forecast of expenditure of grant for: «20XX-XX»: «Amount»

Grant claimed to date: «Amount»

Claim for grant for the period from Click here to enter a date. **to** Click here to enter a date.
or to Click here to enter a date.: «Amount»

We hereby claim «total» grant of «£XX» in respect of the above period in accordance with the terms and conditions of the offer of Grant dated Click here to enter a date. **and the Schedules attached thereto.**

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that «X has been submitted» or «X will be made available on request» to substantiate each amount. Please identify whether capital or revenue funding.

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

Sustrans funding bid to Transport Scotland

This is to confirm that the grant claimed by Sustrans Scotland in relation to the above Project during the financial year ended 31 March 2020 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of Sustrans Scotland.

Signed:

Name in block capitals:

Position:

Date: [Click here to enter a 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**” 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.



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TACTRAN

Bordeaux House
31 Kinnoull Street
Perth
PH1 5EN

30/04/2019

Dear □

OFFER OF GRANT FOR TACTRAN – TRAVELKNOWHOW SCOTLAND 2019/20

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to TACTRAN (“the Grantee”) a grant of up to £55,526 STERLING, payable over the financial year 2019/20 in connection with Travelknowhow Scotland, which is more particularly described in Part 1 of **SCHEDULE 1** (“the Project”) and subject to the following terms and conditions:

1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in **SCHEDULE 4** shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, 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 the Grantee to carry out the Project.
- 2.2 The Grant shall only be used for the purposes of the Project and for no other purpose whatsoever.

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

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

- To increase coverage of NHSScotland Boards (inc. non-territorial health boards)
- To increase percentage of private organisations registered on the site
- Engage with Chambers of Commerce across Scotland
- Establish social media presence to increase traffic to Travelknowhow Scotland
- Engage with Local Authority Development Planning Services and professional planning bodies
- Raise awareness of the Workplace Travel Planning resource

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

- To secure 100% coverage of NHSScotland Boards (inc. non-territorial health boards) across Scotland by August 2019
- To increase percentage of private organisations registered on the site to 50% by March 2020
- To proactively engage with Chambers of Commerce across Scotland achieving 25% coverage by end of March 2020
- Increase traffic to Travelknowhow Scotland website by 50% by end of December 2019
- Achieve 15% engagement with Local Authority Planning Services by the end of March 2020
- To obtain 100 business attendees on webinar training courses by end of March 2020.
- To grow registration of the website by 40% by end of March 2020
- To achieve 10-15 items media coverage in targeted business and planning publications across the course of 2019/20
- Evaluation report on project objectives and impact – by end September 2020

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

- Project delivery costs of £55,526

2.7 The eligible costs exclude:

- Any Value Added Tax (VAT) reclaimable by the Grantee
- Travel and subsistence costs which do not relate to project delivery
- Any overseas travel costs

3. Payment of Grant

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

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

- 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 required by the Grantee in connection with the Project, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.
- 3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year as set out in **SCHEDULE 1**, unless otherwise agreed in writing by the Scottish Ministers.

4. Inspection and Information

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of quarterly and annual reports, deadlines for which are set out in Part 1 of Schedule 1. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.
- 4.2 Revisions to targets/milestones against which progress in achieving objectives/outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.
- 4.3 The Grantee shall, on completion of the Project, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project. Such a report shall include such statistical and other information relating to the impact of the Project as shall be required by the Scottish Ministers.
- 4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.
- 4.5 The Grantee shall keep and maintain for a period of 6 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
- 4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant.

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

5. Confidentiality and Data Protection

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.
- 5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection 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. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1000.

7. Publicity

- 7.1 The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Programme 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.
- 7.2 The Grantee shall promote the project to partner organisations, networks of community organisations and volunteers.
- 7.3 The Grantee shall acknowledge Transport Scotland funding, and include the Transport Scotland logo, in all publicity material.
- 7.4 The Grantee shall submit, as a minimum, along with each quarterly report submitted, details of forthcoming activities or events which may be suitable for Ministers to attend.

8. Intellectual Property Rights

- 8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.
- 8.2 The Grantee shall ensure that nothing contained in any materials produced or submitted to the Scottish Ministers by the Grantee or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of any third party copyright or intellectual property right and shall indemnify the Scottish Ministers against all actions, proceedings, claims and demands made by reason of any such infringement.

9. Default and Recovery etc. of Grant

- 9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:
 - 9.1.1 The Grantee commits a Default;
 - 9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;
 - 9.1.3 The Grantee fails to carry out the Project;
 - 9.1.4 In the Scottish Ministers' opinion, the progress on the Project is not satisfactory; or
 - 9.1.5 In the Scottish Ministers' opinion, the future of the Project is in jeopardy.
- 9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their 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 Project, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

15. Governing Law

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

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one copy of the offer of Grant and Schedules to me at Transport Scotland, 2F North, Victoria Quay, EH6 6QQ. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[]

30/04/19

GRANT ACCEPTANCE

On behalf of TACTRAN I accept the foregoing offer of Grant by the Scottish Ministers dated 30/04/2019 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:

«Director/Company Secretary/Authorised Signatory»

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

«Witness»

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT/PROGRAMME

To deliver the Travelknowhow Scotland Project in 19/20.

TACTRAN will lead the delivery and development of Travelknowhow Scotland website, working in close partnership to support the work of the 7 RTPs. Travelknowhow Scotland will continue to provide resources for employers to encourage active and sustainable travel within their work places, including by introducing effective travel planning.

Project milestones are detailed in full in the associated summary document submitted by TACTRAN on 7 March.

Schedule of reporting deadlines:

Quarterly Reports	Annual Report	Evaluation Report
2 weeks after Quarter end	By end April 2020	By end September 2020

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £55,526 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **SCHEDULE 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable over the financial year 2019/20. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a monthly profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. Each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Project since the submission by it of the last claim for an instalment of the Grant.
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 Project having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 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 15 April the amount of the Grant actually expended up to and including 31 March.

SCHEDULE 2

GRANT CLAIM FORM

Organisation: TACTRAN

Bank details:

Project: Travelknowhow Scotland

Total agreed grant for:

Latest forecast of expenditure of grant for:

Grant claimed to date:

Claim for Grant for the period from _____ to _____

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

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence 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

Travelknowhow Scotland

This is to confirm that the grant claimed by TACTRAN in relation to the above Project during the financial year ended 31 March 2020 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of 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.

[]
[]

[]
The Bike Station
250 Causewayside
Edinburgh
EH9 1UU

2 May 2019

Dear []

OFFER OF GRANT FUNDING IN 2019/20 TO THE BIKE STATION – CYCLING FRIENDLY CITIES PARTNERSHIP

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to The Bike Station (“the Grantee”) a grant of up to £150,000 payable over the financial year 2019/20 in connection with “Cycling Friendly Cities Partnership”, which is more particularly described in Part 1 of **SCHEDULE 1** (the Project) and subject to the following terms and conditions:

1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in **SCHEDULE 4** shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, 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 the Grantee to carry out the Project.
- 2.2 The Grant shall only be used for the purposes of the Project and for no other purpose whatsoever.

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

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

- Increased number of days travelled by bike
- Increased participation in cycling events
- Increased confidence when cycling
- Greater mechanical skills in cycling population
- Increased cycling rates in Community Active Travel Plan Areas

2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are below, and shall be reported on a quarterly basis to Transport Scotland, following the start of the project:

Delivery of Dr Bike Sessions by City:

	Sessions	Expected Clients
Stirling	100	583
Perth	0	0
Dundee	76	443
Aberdeen	12	70
Inverness	24	140
Glasgow	12	70
Edinburgh	62	361
	286	1667

Delivery of Dr Bike Sessions by Quarter

Quarter	Sessions
April-June	42
July-September	115
October-December	64
January-March	65
Total	286

2.6 The eligible costs for which the Grant can be claimed are as set out in **Appendix A to Schedule 1**.

2.7 The eligible costs exclude:

- Any Value Added Tax (VAT) reclaimable by the Grantee
- Travel and subsistence costs which do not relate to project delivery.
- Any overseas travel costs.

3. Payment of Grant

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of [SCHEDULE 1](#) attached.
- 3.2 The Grantee shall within one month following the end of each financial year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in [SCHEDULE 3](#). The statement shall be signed by the Grantee's Director of Finance or equivalent official.
- 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 required by the Grantee in connection with the Project, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.
- 3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year as set out in [SCHEDULE 1](#), unless otherwise agreed in writing by the Scottish Ministers.
- 3.5 The Grantee notes that Transport Scotland will be reviewing active travel grant funding and may not continue to fund the project at the same level or at all in future financial years.

4. Inspection and Information

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of Quarterly and Annual reports. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives/outcomes. Quarterly project reports shall be submitted to Scottish Ministers in accordance with the reporting schedule set out in Schedule 1.
- 4.2 Revisions to targets/milestones against which progress in achieving objectives/outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.
- 4.3 The Grantee shall, on completion of the Project, and within the reporting schedule set out in Schedule 1, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project. Such a report shall include such statistical and other information relating to the impact of the Project as shall be required by the Scottish Ministers.
- 4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.

- 4.5 The Grantee shall keep and maintain for a period of 6 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
- 4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant.
- 4.7 The grantee shall immediately inform the Scottish Ministers of any change in its constitution for example, but not limited to, a change in status from one type of body corporate to another.

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- 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.
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- 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.

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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 assets. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

7. Publicity

- 7.1 The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.
- 7.2 The Grantee shall promote Health Revolutions to partner organisations, networks of community organisations and volunteers.
- 7.3 The Grantee shall acknowledge Transport Scotland funding, and include the Transport Scotland logo, in all publicity material.
- 7.4 The Grantee shall submit, along with each quarterly report submitted, details of forthcoming activities or events which may be suitable for Ministers to attend.

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

- 9.1.5 In the Scottish Ministers' opinion, the future of the Project is in jeopardy.
- 9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations under EU law Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time by the Commission of the European Union.
- 9.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:
- 9.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 9.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or
- 9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee's property , or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.
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- 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.
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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.

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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.

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

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

14. Compliance with the Law

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

15. Governing Law

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

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one copy of the offer of Grant and Schedules to me at Transport Scotland, 2F North, Victoria Quay, EH6 6QQ. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

□

Active Travel Behaviour Change

GRANT ACCEPTANCE

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

Signed:

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT

Dr Bike

The core work of the project is the delivery of Dr Bike outreach events, a service free to the end user and which is highly visible and delivered in community locations to support existing patterns of cycling and to enable cycling to grow. Dr Bike provides participants access to a free mechanical support service.

Input	286 Dr Bike Sessions
Output Activity	1667 Client Contacts
Activity Monitoring	Sessions and client contacts recorded through monthly returns from partners. Service quality and contract specification through annual quality assurance programme
Expected Outcomes	Increased number of days travelled by bike. Increased participation in cycling events. Increased feeling of confidence when cycling. Greater mechanical skills in cycling population
Evaluation	Clients are asked to complete a questionnaire at the time of the session. A follow up questionnaire is sent towards the end of the programme year to assess changes in the outcomes noted above

The service distribution across and within the seven Scottish cities is being modified for 2019/10. The Perth Cycling Partnership programme funded by Paths for All is providing 50 Dr Bike sessions to that city, and the decision has been taken to liberate the sessions funded by the Cycling Friendly Cities programme for use in other cities. Accordingly 32 sessions have been allocated to Dundee and 12 to Inverness to support the development of cycling friendly communities noted below.

Within cities more emphasis is being placed on supporting non-cycling communities in particular those in deprived areas. In Edinburgh the CFC programme in 2018/19 trialled sessions at Haymarket Station and the future of this provision is under discussion with Scotrail/Abellio. These sessions will be directed in 2019/20 to supporting local communities particularly where there is a low level of cycling, high levels of deprivation and an identified need from the community active travel plan.

In Dundee the additional sessions for 2019/20 will be directed in much the same way with an explicit link to the community active travel planning process. Inverness will continue with “High Street” sessions but will use additional sessions to support local communities in the city.

Community Active Travel Plans

Through the project, The Bike Station also works with selected communities to develop community active travel plans, with the overall aim of achieving an active travel friendly city or town through creating a critical mass of these communities.

Input	Staff Hours
Output Activity	Cycling Friendly Community Bronze Award in 4 Communities. Community Active Travel Plans for 4 New Communities
Activity Monitoring	Quarterly reports from participating partnerships
Expected Outcomes	Increased cycling rates
Evaluation	Scottish Household Survey

The Community Active Travel Plan (CATP) approach has been successfully developed in Stirling as the means by which to create cycling friendly communities, with the overall aim of achieving a cycling friendly city through a critical mass of these communities. The CATP consists of 3 steps:

- **Audit:** Assessing local physical infrastructure and local community consultation around barriers and encouraging factors;
- **Analysis:** Assessment and documentation of barriers and encouraging factors and;
- **Action planning:** Development of an action plan to reduce barriers and maximise encouragement factors leading to a roadmap to increase walking and cycling in the local community.

As required by the 2018/19 plan, 4 CATPs were produced for the city and a key objective for 2019/20 is certification of these by Cycling Scotland for the bronze award. There have been developments outwith the programme which are relevant to this area, most notably the Cycling Scotland service centres in Perth and Edinburgh, and it is appropriate to expand the use of CATPs outside Stirling. We will work through the CATP process in Perth and Edinburgh and assess the potential for this in Dundee with local partners. Discussions are underway on the deployment of the community development input to achieve these outputs, but the implementation of the CATPs will be supported by the revised distribution of Dr Bike sessions.

Reporting Schedule

Quarterly Report	Annual Report	Evaluation Report
2 weeks after quarter end	By end April 2020	By end September 2020

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £150,000 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **SCHEDULE 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.

2. The total Grant shall be payable over the financial year 2019/20. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a quarterly profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. With every Grant Claim Form submitted the Grantee shall provide details of all expenditure related to the previous quarter's activities and each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Project since the submission by it of the last claim for an instalment of the Grant.
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 Project having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 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 15 April the amount of the Grant actually expended up to and including 31 March.

APPENDIX A TO SCHEDULE 1

Financial Summary of Proposals

Dr Bike

Stirling	£25,000
Perth	£0
Dundee	£19,000
Aberdeen	£3,000
Inverness	£6,000
Glasgow	£3,000
Edinburgh	£15,500
Sub Total	£71,500

Community Active Travel Plans

Staff	
Hours	£25,000
Sub Total	£25,000

Overheads and Supplies

Overheads and Supplies	
Sub Total	£53,500

Project Total	£150,000
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Investment by City

Stirling	£50,000
Perth	£0
Dundee	£19,000
Aberdeen	£3,000
Inverness	£6,000
Glasgow	£3,000
Edinburgh	£15,500
Overheads	£53,500

Project Total	£150,000
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SCHEDULE 2

GRANT CLAIM FORM

Organisation: The Bike Station

Bank details:

Project:

Total agreed grant for:

Latest forecast of expenditure of grant for:

Grant claimed to date:

Claim for grant for the period from to

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

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence to substantiate each amount.

Table with 4 columns: A (Item), B (Amount (£)), C (Paid Invoice [Y/N]), D (Other (please specify, e.g. certificate of payment in kind)). Includes a TOTAL* row at the bottom.

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

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

The Bike Station – Cycling Friendly Cities Partnership 2019-20

This is to confirm that the grant claimed by The Bike Station in relation to the above Project during the financial year ended 31 March 2020 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of The Bike Station

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” 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.