

Date:  
April 2017

Central Scotland Green Network Trust

Dear ,

## **GRANT OFFER LETTER TO THE CENTRAL SCOTLAND GREEN NETWORK TRUST FOR FUNDING IN 2017/18 FOR**

On behalf of Scottish Ministers, I hereby offer a grant of up to £150,000 (one hundred and fifty thousand pounds) STERLING REVENUE funding in Financial Year 2017/18 and is based on the following terms and conditions:

### **Purpose of the Grant**

The Grant is provided under section 70 of the Transport (Scotland) Act 2001. The grant will be administered by the Edinburgh Bike Station and will work in partnership with the 7 cities and recycle organisations in those areas, consolidating and building on the work already carried out in 2016/17.

This Grant shall only be used for the following:

To support active travel projects under the Central Scotland Green Network Development Fund, which has now closed to stage 2 applications. The project will demonstrate the practical links between greenspace improvements and increased active travel.

As a condition of this grant offer, Transport Scotland officials will meet with you in late August to discuss progress on individual projects and then again in December to ascertain whether there is any underspend on any of the projects.

As a further condition of grant I will expect a final summary of project spend by the end of April 2018 for the financial year 2017/18.

### **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.

## 2. Purposes of the Grant

2.1 The Grant is made to enable the Grantee to deliver the Project.

In addition to your main objectives, a condition of the current year of funding is that you will make your staff aware of the United Nations Convention on the Rights of the Child (UNCRC) and children's rights. We will ask for confirmation that this has been done at the time of your annual report in April 2018. This information will contribute to Scottish Ministers' Report to Parliament due in 2018 under Part 1 of the Children and Young People (Scotland) Act 2014 - specifically in relation to the duty on Scottish Ministers to raise awareness of children's rights. This objective applies only to the staff in your organisation (or working with your organisation) who are delivering work funded with this grant.

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 objectives of the Grant are to provide support for:

- The establishment and operation of the project; the delivery of agreed aims and objectives of the project.

2.5 The eligible costs for which the Grant can be claimed are operating costs within your organisation and costs relating to delivery of the projects.

2.6 The eligible costs exclude reclaimable Value Added Tax.

## 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 six months following the end of the 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 appointed Auditor/Accountant.

3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within

the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

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

#### **4. Inspection and Information**

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

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

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

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

4.5 The Grantee shall keep and maintain for a period of 3 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or on the use of the Grant, or any part of it, the grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant.

#### **5. Confidentiality and Data Protection**

5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.

5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the

Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.

5.3 The Grantee shall ensure that all requirements of the Data Protection Act 1998 are fulfilled in relation to the Project.

## **6. Disposal of Assets**

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds within 5 years of the asset being acquired or developed. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £10,000.

## **7. Publicity**

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.

## **8. Intellectual Property Rights**

8.1 Subject to the pre-existing Intellectual Property Rights of the Grantee and any third parties the Intellectual Property Rights of the results of this Project 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**

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

9.2.1 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;

9.2.2 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

9.2.3 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.

9.3 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.

9.4 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.

9.5 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 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**

These Conditions 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.

### **14. Compliance with the Law**

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

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

Yours sincerely,

□

**Acceptance of Offer of Grant**

We accept the foregoing offer of Grant dated 24 March 2017 from Scottish Ministers to The Bike Station for the costs of running **THE PROJECT** on the terms and conditions contained therein and in the Schedule attached hereto.

**Bank Details:**

Name of Bank: Royal Bank of Scotland  
Address: 36 St Andrew Square  
Edinburgh  
EH2 2YB

Sort Code: []  
Account Number: []

Account Name: Recycle to Cycle T/A The Bike Station

..... **Signature, Bike Station Management Team**

..... Full Name

..... Position

..... Date

..... **Witness Signature**

..... Full Name

..... Position

..... Date

## SCHEDULE 1

### PAYMENT OF GRANT

1. Grant of up to **£150,000 in 2017/18** shall be payable by the Scottish Ministers to the Grantee in respect of eligible costs on receipt of a completed grant claim form as set out in **Schedule 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The Grant shall be payable within the financial year 2017/18 as set out in the grant letter. 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 each 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 project. 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 estimated amount of the Grant required to meet reasonable and proper eligible costs of the Grantee in connection with the Project until the next claim is due to be submitted.
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 shall reasonably and properly incur 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 the Grant for the financial year the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 31 March the amount of the Grant actually expended up to and including 31 March.

## SCHEDULE 2

### GRANT CLAIM FORM

Organisation: The Edinburgh Bike Station

Bank details:

Project:

Total agreed grant for 2017/18                      £150,000

Grant claimed to date:

Claim for grant:

We hereby claim grant of £                      in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 24 March 2017 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 will be made available on request to substantiate each amount.

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

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

### **SCHEDULE 3**

#### **STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT**

##### **FUNDING FOR THE DR BIKE CYCLE SAFER PROJECT and the 7 CITIES PROJECT**

This is to confirm that the grant claimed by The Edinburgh Bike Station in relation to the above Project during the financial year ended 31 March 2018 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 Edinburgh Bike Station.

Signed:

Name in block capitals:

Position:

Date:

## SCHEDULE 4

### DEFINITIONS

**“Agreement”** means the agreement constituted by this offer of grant and Conditions and the Grantee’s acceptance of that offer and Conditions;

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

**“Default”** means:

- (a) Any breach of the obligations of either party under this Agreement (including, but not limited to any breach of any undertaking or warranty given under or in terms of this Agreement);
- (b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- (c) Any breach of any legislation; or
- (d) Any negligence or negligent or fraudulent 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 rights of ownership, including all copyrights and other intellectual property rights in books, leaflets and other printed and published materials in whatever form produced as part of the Project by or on behalf of the Grantee including all reports and any such published materials stored in or made available by means of an information technology system and the computer software relating thereto and all patents, trademarks, registered designs and other rights in the nature of intellectual property;

**“Project”** means the purpose for which the Grant has been awarded as described in the Offer of Grant;

**“Payment”** means each of the payments specified in Schedule 1 hereto.



Date:  
20 April 2017



Cycling Scotland  
24 Blythswood Square  
Glasgow  
G2 4BG

[],

## **OFFER OF GRANT TO CYCLING SCOTLAND FOR EXPENDITURE ON ACTIONS IN THE CYCLING ACTION PLAN FOR SCOTLAND 2017 in FINANCIAL YEAR 2017-18**

The Scottish Ministers in exercise of their powers under Section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Cycling Scotland (“the Grantee”) a **REVENUE grant of up to £2,496,000 (two million, four hundred and ninety six thousand pounds) and a CAPITAL grant of £650,000 (six hundred and fifty thousand pounds) STERLING, a total of £3,146,000 (three million, one hundred and forty six thousand pounds) payable in financial year 2017/18.** The grant award will be allocated as follows:

### **Cycling Scotland Work Programme**

<b>Project</b>	<b>Summary</b>	<b>2017/18 Funding</b>
Bikeability Scotland CAPS 10	Bikeability Scotland delivers an essential life skill: the ability to ride a bike. Our ambition is for every child in Scotland to have the opportunity to learn to cycle safely and confidently on-road.	£820,000
Early Years Cycling CAPS 10, 14	Early Years Cycling gives 3 and 4 year olds the opportunity to learn to ride a bike. Our long-term ambition is for every child to have the opportunity to learn to ride a bike at nursery and to increase the availability of balance bikes and pedal bikes to kick-start an enthusiasm for cycling.	£95,792
Adult Cycle Training CAPS 11	The Adult Cycle Training programme will increase the availability and uptake of cycle training, educational resources and led rides for adults getting back on their bike and at key life transition stages.	£65,207

Cycle Friendly Communities CAPS 12, 15	The Cycle Friendly Communities Project will provide guidance and funding to local cycling projects to get more people cycling in their communities, reduce carbon emissions or target inequality groups, in partnership with other funding streams including Big Bike Revival.	£190,000 (£100K capital)
Cycle Friendly Employer CAPS 11, 16	The Cycle Friendly Employer award recognises and encourages workplaces of all sizes that are committed to increasing levels of cycling at their workplace.	£360,323 (£250k capital)
Cycle Friendly Campus CAPS 14, 15	Cycle Friendly Campus is the new nationally recognised award scheme that recognises and encourages Scottish University and College campuses to increase staff and student cycling.	£452,000 (£300K capital)
Cycle Friendly Schools & School Camps CAPS 10, 13	Cycle Friendly Schools recognises and encourages schools to promote cycling to school and elsewhere and develops new cycling-related and employable skills through courses and residential camps	£89,394
Give Everyone Cycle Space CAPS 9	Give Everyone Cycle Space is the road safety awareness campaign to encourage people to give sufficient space while overtaking bikes, linked to behaviour change initiatives to get more people cycling	£314,000
Practical Cycle Awareness Training CAPS 9, 11, 16	Practical Cycle Awareness Training for Drivers of HGV and buses increases understanding of cycling behaviour to tackle risks to people cycling and complements cycle training.	£28,000
Pedal for Scotland CAPS 14	Pedal for Scotland is Scotland's biggest bike event and gets over 10,000 people cycling. The event will continue to evolve and expand to attract people of all ages and abilities in more places.	£349,467
Bike Week CAPS 14	Bike Week is the biggest nationwide cycling event in the UK, facilitating grassroots events and local authority cycling festivals	£34,000
Communications and coordination CAPS 9, 10, 11, 12, 13, 14 & 15	Promote cycling positively through website, social media and PR, coordinating key networks and deliver an updated National Assessment of Local Authority progress on everyday cycling.	£107,000

Conference and Making Cycling Mainstream CAPS 3	The Conference is the annual event to bring together experience, expertise and enthusiasm amongst stakeholders and partners, elected officials and members attend Cycling Scotland conference. We will continue to upskill the profession through Making Cycling Mainstream classes in partnership with professional institutions, colleges and universities and Smarter Choices, Smarter Places teams	£31,000
Monitoring & Developing Cycling CAPS 2, 18, 19	Supporting local authorities, RTPs, Scotrail and other delivery partners in establishing robust and consistent monitoring approaches, providing an evidence-based approach towards reaching the 10% vision. We will work with partners, especially Sustrans and Paths for All to ensure the collecting, analysing and disseminating of cycling-related data	£210,000
<b>TOTAL</b>	<b>Revenue</b> <b>Capital</b> <b>Grand Total</b>	<b>£2,496,000</b> <b>£650,000</b> <b>£3,146,000</b>

As a condition of grant I will expect a final summary of project spend by the end of April 2018 for the financial year 2017/18. The funding will be used to support projects that promote cycling and the Cycling Action Plan for Scotland 2017 as above. During the year if there is any underspend on any of the projects, Cycling Scotland will highlight these and discuss with Transport Scotland at the earliest opportunity.

## 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.

## 2. Purposes of the Grant

2.1 In addition to your main objectives, a condition of the current year of funding is that you will make your staff aware of the United Nations Convention on the Rights of the Child (UNCRC) and children's rights. We will ask for confirmation that this has been done in April 2018 and you should confirm this in your annual report in November 2018. This information will contribute to Scottish Ministers' Report to Parliament due in 2018 under Part 1 of the Children and Young People (Scotland) Act 2014 - specifically in relation to



the duty on Scottish Ministers to raise awareness of children's rights. This objective applies only to the staff in your organisation (or working with your organisation) who are delivering work funded with this grant.

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 eligible costs for which the Grant can be claimed are resource costs for training and promotional materials directly related to the above projects.

2.5 The eligible costs exclude: reclaimable Value Added Tax

### 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 by end of July 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 appointed Auditor.

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

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

### 4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of quarterly reports. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives / outcomes. The monitoring information will also detail progress on each outcome as outlined in the covering grant offer letter at paragraph 2.4. In the event of the agreed outcomes not being met, grant funding will be withheld accordingly.

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.

## 5. Confidentiality and Data Protection

5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.

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

5.3 The Grantee shall ensure that all requirements of the Data Protection Act 1998 are fulfilled in relation to the Project.

## 6. Disposal of Assets

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

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.

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

9.2.1 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;

9.2.2 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

9.2.3 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.

9.3 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.

9.4 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.

9.5 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 not offer or give or agree to give any person any gift or consideration of any kind as an inducement or reward in relation to this Grant. The Grantee shall ensure that its employees shall not breach the terms of the Prevention of Corruption Acts, 1889 to 1916 in relation to this or any other grant.

## **13. Continuation of Conditions**

These Conditions 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.

## **14. Compliance with the Law**

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

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



return one copy of the offer of Grant and Schedules to me at the address on this letterhead. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

□  
Sustainable Transport Team

## GRANT ACCEPTANCE

On behalf of Cycling Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated 20 April 2017 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that I hold the relevant signing authority.

Signed:

*[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

### PAYMENT OF GRANT

1. A total Grant of up to **£3,146,000** shall be payable by the Scottish Ministers to the Grantee quarterly in advance by the Grantee and on receipt of a completed claim for Grant in the form, unless otherwise agreed, as 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 in financial year 2017/18. 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 first grant payment. 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 estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Project until the next claim is due to be submitted.
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 shall reasonably and properly incur 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 of the following financial year the amount of the Grant actually expended up to and including 31 March.

**SCHEDULE 2**  
**GRANT CLAIM FORM**

**Organisation:**

**Bank details:**

**Project:**

**Total agreed grant for 2017-18 in this letter - £3,146,000**

**Grant claimed to date:**

**Unexpended grant:**

**Estimate of grant required for the period from**

**We hereby claim [total] 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 will be made available on request to substantiate each amount.**

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

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

## SCHEDULE 3

### STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

#### PROMOTION OF CYCLING IN SCOTLAND PROJECT

This is to confirm that the grant claimed by Cycling Scotland in relation to the above Project during the financial year ended 31 March 2018 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 Cycling Scotland.

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;

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

**“Project”** means the purpose for which the Grant has been awarded as described in the Offer of Grant;

**“Payment”** means each of the payments specified in Schedule 1 hereto



Victoria Quay, Edinburgh EH6 6QQ  
□

□  
□  
Cycling Scotland  
24 Blythswood Square  
Glasgow  
G2 4BG

Date:  
21 December  
2017

Dear □

**OFFER OF ADDITIONAL GRANT TO CYCLING SCOTLAND FOR EXPENDITURE ON CYCLE FRIENDLY EMPLOYERS AND THE GIVE EVERYONE CYCLE SPACE CAMPAIGN in FINANCIAL YEAR 2017-18**

The Scottish Ministers in exercise of their powers under Section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Cycling Scotland (“the Grantee”) a **REVENUE grant of up to £100,000 (one hundred thousand pounds) and a CAPITAL grant of £70,000 (seventy thousand pounds) STERLING, a total of £170,000 (one hundred and seventy thousand pounds) payable in financial year 2017/18.** These two projects below were outlined in your email to Joanne Boyle on 2 October 2017. The grant award will be allocated as follows:

<b>Cycle Friendly Employer</b>	<b>£70,000 (Capital) Action 15</b> Run a further round of the Grant fund for workplaces to achieve CFE criteria and increase cycling mode share, focused on cycle parking and other facilities of wider benefit, especially in larger workplaces.
<b>Give Everyone Cycle Space</b>	<b>£100,000 (Revenue) Action 12</b> Additional TV advertising with outdoor advertising focusing on Community Links Plus city areas, initial development of comprehensive campaign with partners and support roll out of Operation Close Pass by Police Scotland.

**Cycle Friendly Employer**

**Summary:** Cycle Friendly Employer is the nationally recognised award scheme that recognises and encourages workplaces that are committed to increasing levels of cycling at their workplace. 480 organisations have achieved Cycle Friendly Employer status, covering 225,652 employees.

**Evidence**

Cycle Friendly Employer contributes directly to increased levels of cycling to work.

- A 2011 evaluation showed that 20% of staff at a CFE were likely to start cycling to work
- Data collected from the Big Count shows an average 3.94% of employees cycling to work across Scotland.
- Attaining the award has been a direct incentive for large organisations including Royal Bank of Scotland to introduce additional measures to support staff cycling.

**What will the investment deliver?**

Investment of £70,000 provides a dedicated grant funding stream to workplaces working towards achieving Cycle Friendly status and increasing everyday cycling.

**Key outcomes**

- Increased awareness of opportunities to cycle to work
- Increased cycling to work

**Partnership**

This project is also funded by NHS Health Scotland and delivered through an effective partnership of Service Centres and links with Sustrans Scotland and Chambers of Commerce.

**Give Everyone Cycle Space**

**Summary:** The road safety awareness campaign to increase awareness and understanding of the need to give sufficient space to people cycling when overtaking

**Evidence:**

- Four out of five respondents said the campaign would make them give everyone more space on the road
- 75% recall cut through for drivers and 55% recalled the ‘as much space as a car’ message (up from 34% in previous years)
- TV: 3.986 million audience; 6.5 OTS (all adults), 6.0 (drivers); 436 TVR; 958k impressions Video on Demand
- Radio: 20m impacts; 1.7m reach; 12.2 OTH; 37.6% reach
- Outdoor: 25 48-sheets (billboards); 170 bus rears
- Digital: 97k Facebook video views, Instagram 66k views, 1,876 likes and 69 comments
- Print/online extra PR generated: 44 articles; £19,400 PR Value (Vuelio calculation); 3.9 million reach (online); 392k reach (print)

**Financial Summary additional deliverables**

Additional 2017-18 Funding	<p><b>£100,000 (Revenue)</b></p> <p><b><i>Additional Deliverables:</i></b></p> <p>Expanded National Campaign on safety message on overtaking</p> <ul style="list-style-type: none"> <li>○ TV, Radio, Digital, Outdoor, Press</li> <li>○ Creative development for a future, comprehensive road safety campaign in partnership with others.</li> <li>• Roadshows:             <ul style="list-style-type: none"> <li>○ Up to 12 roadshows in locations across Scotland (shopping centre focus)</li> <li>○ Localised messaging to specified setting (Campus, Community, School or Employment area), consisting of leaflets, letters, localised outdoor advertising, posters, banners</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>○ Campaign evaluation and review to underpin further, comprehensive road safety campaigns for all road users.</li> <li>○ Link with Police Scotland Operation Close Pass</li> </ul>
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**Key outcomes:**

- Increased awareness of the need to give sufficient space when overtaking
- More people cycling through linked, supportive activities.

Both projects – *Give Everyone Cycle Space and Cycle Friendly Employer* - will support the Programme for Government commitment to make cities and towns friendlier and safer.

**Working with others**

Cycling Scotland works closely with local authorities and RTPs as well as individual schools. Local authorities provide a funding contribution (either in cash-terms or staff time) as has Tactran. There will be a close link and coordination with the proposed roll out of the Police Scotland Close Pass initiative

As a condition of grant I will expect a final summary of project spend by the end of April 2018 for the financial year 2017/18. The funding will be used to support projects that promote cycling and the Cycling Action Plan for Scotland 2017 actions as above. If there is any underspend on any of the projects, Cycling Scotland will highlight these and discuss with Transport Scotland at the earliest opportunity.

For all Cycling Scotland projects, quartely reports will be submitted to the Sustainable and Active Travel Team.

## 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.

## 2. Purposes of the Grant

2.1 In addition to your main objectives, a condition of the current year of funding is that you will make your staff aware of the United Nations Convention on the Rights of the Child (UNCRC) and children's rights. We will ask for confirmation that this has been done in April 2018 and you should confirm this in your annual report in November 2018. This information will contribute to Scottish Ministers' Report to Parliament due in 2018 under Part 1 of the Children and Young People (Scotland) Act 2014 - specifically in relation to the duty on Scottish Ministers to raise awareness of children's rights. This objective applies only to the staff in your organisation (or working with your organisation) who are delivering work funded with this grant.

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 eligible costs for which the Grant can be claimed are resource costs for training and promotional materials directly related to the above projects.
- 2.5 The eligible costs exclude: reclaimable Value Added Tax

## 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 by end of July 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 appointed Auditor.

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

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

#### **4. Inspection and Information**

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of a final report, by 27 April 2018. 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.

#### **5. Confidentiality and Data Protection**

5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.

5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish

Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement

5.3 The Grantee shall ensure that all requirements of the Data Protection Act 1998 are fulfilled in relation to the Project.

## **6. Disposal of Assets**

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**

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.

## **8. Intellectual Property Rights**

8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.

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

## **9. Default**

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

9.2.1 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;

9.2.2 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

9.2.3 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.

9.3 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.

9.4 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.

9.5 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 not offer or give or agree to give any person any gift or consideration of any kind as an inducement or reward in relation to this Grant. The Grantee shall ensure that its employees shall not breach the terms of the Prevention of Corruption Acts, 1889 to 1916 in relation to this or any other grant.

## **13. Continuation of Conditions**

These Conditions 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.

## **14. Compliance with the Law**

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

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one copy of the offer of Grant and Schedules to me at the address on this letterhead. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

□  
Sustainable Transport Team

## GRANT ACCEPTANCE

On behalf of Cycling Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated 21 December 2017 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that I hold the relevant signing authority.

Signed:

*[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

### PAYMENT OF GRANT

1. A total Grant of up to **£170,000** shall be payable by the Scottish Ministers to the Grantee quarterly in advance by the Grantee and on receipt of a completed claim for Grant in the form, unless otherwise agreed, as 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 in financial year 2017/18. 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 profile of expenditure of the Grant before the first grant payment, if appropriate. 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 estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Project until the next claim is due to be submitted.
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 shall reasonably and properly incur 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 of the following financial year the amount of the Grant actually expended up to and including 31 March.

## SCHEDULE 2

### GRANT CLAIM FORM

Organisation: Cycling Scotland

Bank details:

Project:

Total agreed grant for 2017-18 in this letter - £170,000

Grant claimed to date:

Unexpended grant:

Estimate of grant required for the period from

We hereby claim [total] grant of [£            ] in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 21 December 2017 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 will be made available on request to substantiate each amount.

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

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



## SCHEDULE 3

### STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

#### CAPITAL AND REVENUE FUNDING FOR CYCLING SCOTLAND

This is to confirm that the grant claimed by Cycling Scotland in relation to the above Project during the financial year ended 31 March 2018 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 Cycling Scotland.

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;

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

**“Project”** means the purpose for which the Grant has been awarded as described in the Offer of Grant;

**“Payment”** means each of the payments specified in Schedule 1 hereto



Sustainable Transport Team  
**Transport Policy**

Victoria Quay, Edinburgh EH6 6QQ

[]  
[]



[]  
[]

Forth Environment Link  
Balallan House,  
24 Allan Park,  
Stirling  
FK8 2QG

Date:  
21 December  
2017

Dear []

## **OFFER OF GRANT TO FORTH ENVIRONMENT LINK 2017-18**

The Scottish Ministers in exercise of their powers under Section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Forth Environment Link (“the Grantee”) an additional grant of up to £246,000.00 CAPITAL funding (two hundred and forty six thousand pounds) STERLING and £25,000.00 REVENUE funding (twenty five thousand pounds) STERLING payable in the financial year 2017/18, as outlined in your email dated 19 September 2017.

As a further condition of the grant Forth Environment Link (FEL) will provide Transport Scotland, Sustainable and Active Travel Team with a final summary of project spend by the end of April 2018 for the financial year 2017/18, as described in *Terms and Conditions of Grant* section 4.3.

This grant offer letter will support the following projects in 2017-18:

### **1. E-bike Share Scheme**

Provide a demonstration electric bike (e-bike) share scheme, trialled across the Forth Valley (this will be compatible with e-bike schemes proposed for St Andrews University, Edinburgh University and Napier University). This will support the Programme for Government commitment to promote e-bikes.

FEL will as a minimum provide a full evidence based evaluation of this pilot project, including levels of usage in each location, tariffs and functionality, customer feedback on value for money, operational best practices highlighting what is working well and what needs improved and issues and levels of maintenance. FEL will also be required to share learning across Scotland with other partners who also want to introduce E-Bike schemes. As this is a pilot project, Scottish Government will not necessarily fund on-gong maintenance and management costs. Part of the

evaluation of this project should include options to sustain the project assuming it is evidenced as successful.

Additionally all associated costs supporting the scheme including maintenance, technical support, (FEL) staffing and administration, publicity and promotional activity will be gathered to help determine and shape any potential future e-bike investment within the region and more widely throughout Scotland.

To develop a complete e-Bike experience as detailed, the following will be purchased by Forth Environment Links at the costs advised below. All purchases made will be considered as assets of Forth Environment Link and Transport Scotland.

(Any increase in the purchase costs must be agreed by TS Sustainable and Active Travel Team prior to purchase):

- 7 E-bike station (£5,000.00).
- 56 E-bikes (£1,400.00).
- 7 Geofencing beacons, 1, located at each station (£7,300.00).
- 56 Smart locks, 1 for each bike, (£250.00)

Additionally to support the day to day operation, maintenance and running costs of the e-bike hire scheme the following will be purchased by Forth Environment Link.

- On-going maintenance cost, over 2 year pilot period (£50.00 per month).
- Technical support and sat-nav technology (£20,415.00).
- Set up costs: management fees, e-bike publicity and administration (£29,7500.00).

The grantee will work in partnership with partners, NHS Forth Valley, Stirling Council, Falkirk Council and Clackmannanshire Council and the Inner Forth Partnership all of whom have confirmed interest in the development, to develop and maximise the hire scheme to its full potential and recognise potential expansion opportunities.

## **2. Employer Engagement Smart Hubs**

Deliver a pilot Employer Smart Hubs, as part of Forth Environment Link's Active Travel Employer Engagement Programme, to the following five 'large' employers:

- NHS Forth Valley Forth Valley Royal Hospital, Larbert.
- Prudential, Stirling.
- University of Stirling and /or Forth Valley College.
- Scottish Environment Protection Agency (SEPA) / Scottish Natural Heritage (SNH)..
- Falkirk and/or Stirling Council.

Each Employer Engagement Hub will provide a bespoke information system to include (but not limited to):

- Key walking and cycling routes

- Bike/Walking bus timetables with walking & cycling times from each pick up point
- Led rides/lunchtime rides
- Maintenance classes
- Bike Tool Station (attached to the Smart Hub)
- e/Bike share information, charging points
- e/car share information, charging points
- Employer Active Travel Challenges
- Healthy Working Lives Information
- Funding information
- Dr Bike Sessions
- Supported commutes
- Information on Pop up travel hubs
- Active Travel Planning

To support and assist in shaping the on-going development of the Smart Hubs and associated active travel investment, both at an employer level and also in terms of wider walking and cycling infrastructure and related behaviour change development.

A full evaluation of the Employer Smart Hubs pilot, including for each site a daily record of which elements of the information systems are accessed, customer feedback on ease of use and 'value' of information provided, operational best practices and issues, levels of maintenance, working relationships with employers - best practice / issues / concerns. Evidence gathered will be integral to help determine and shape any potential future Employer Engagement Smart Hubs investment within the region and more widely throughout Scotland. FEL will be required to share learning across Scotland and with other partners who may also be interested in introducing smart hubs.

Initial Evaluation detailed above will be provided to Transport Scotland (TS), Sustainable and Active Travel Team at the end of April 2018 or as requested by TS, as described in *Terms and Conditions of Grant* section 4.3.

To develop the Smart Hubs as detailed below at costs highlighted.  
(Any increase in the purchase costs must be agreed by TS Sustainable and Active Travel Team prior to purchase):

Smart Hub unit (£5,000.00 per unit)  
 Smart Hub frame (£2,000.00 per frame)  
 Steel outdoor tool station (£1,000.00)  
 Development Costs (£15,000.00 - one off payment)  
 On-going support and maintenance costs (£4,000.00 for 2 years)  
 Management and administration (£5,900.00)

As this is a pilot project, Scottish Government will not as a matter of course fund on-going maintenance and management costs. Any additional funding will be with the agreement of Transport Scotland. Part of the evaluation of this project should include options to sustain the project assuming it is evidenced as successful.

## **Terms and Conditions of Grant**

### **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.

### **2. Purposes of the Grant**

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

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 eligible costs exclude reclaimable Value Added Tax

### **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 by end of July 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 appointed Auditor/Head of Finance.

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

prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest

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

#### **4. Inspection and Information**

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of a final report, by 27 April 2018. 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.

#### **5. Confidentiality and Data Protection**

5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.

5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing

generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement

5.3 The Grantee shall ensure that all requirements of the Data Protection Act 1998 are fulfilled in relation to the Project.

## **6. Disposal of Assets**

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 £50,000.

## **7. Publicity**

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require approving the form of such acknowledgement prior to its first publication.

## **8. Intellectual Property Rights**

8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.

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

## **9. Default**

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

9.2.1 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;

9.2.2 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

9.2.3 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.

9.3 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.

9.4 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.

9.5 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 not offer or give or agree to give any person any gift or consideration of any kind as an inducement or reward in relation to this Grant. The Grantee shall ensure that its employees shall not breach the terms of the Prevention of Corruption Acts, 1889 to 1916 in relation to this or any other grant.

## **13. Continuation of Conditions**

These Conditions 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.

## **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. Project specific conditions**

It is a requirement of the grant offer that any proceeds from the operation of the Hub are reinvested into the Hub.

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 the address on this letterhead. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

□  
Sustainable Transport Team

## GRANT ACCEPTANCE

On behalf of Forth Environment Link I accept the foregoing offer of Grant by the Scottish Ministers dated 21 December 2017 on the inclusive terms and conditions as set out in the letter and annexed Schedules. 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

### PAYMENT OF GRANT

1. The total Grant of **£271,000.00 in 2017-18** shall be payable by the Scottish Ministers to the Grantee as expenditure is incurred by the Grantee and on receipt of a completed claim for Grant in the form set out in **Schedule 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable over financial year 2017-18. 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 profile of expenditure of the Grant before the first grant payment, if appropriate. 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 estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Project until the next claim is due to be submitted.
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 shall reasonably and properly incur 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 of the following financial year the amount of the Grant actually expended up to and including 31 March.

## SCHEDULE 2

### GRANT CLAIM FORM

**Organisation:** Forth Environment Link

**Bank details:**

**Project:**

**Total agreed grant for financial year 2017-18 - £271,000.00**

**Grant claimed to date:**

**Estimate of grant required for the period**

**We hereby claim [total] grant of [£            ] in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 21 December 2017 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 will be made available on request to substantiate each amount.**

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

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

Please send this claim to: Jim Oliver  
Transport Scotland  
1D South  
Victoria Quay  
Edinburgh  
EH4 1QB

## **SCHEDULE 3 - Revenue**

### **STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT**

#### **Resource and Capital funding for Stirling Cycle Hub 2017-18**

This is to confirm that the grant claimed by Forth Environment Link in relation to the above Project during the financial year ended 31 March 2018 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 Forth Environment Link  
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;

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

**“Project”** means the purpose for which the Grant has been awarded as described in the Offer of Grant;

**“Payment”** means each of the payments specified in Schedule 1 hereto.

Sustainable Transport Team  
**Transport Policy**

Victoria Quay, Edinburgh EH6 6QQ

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[]



**TRANSPORT  
SCOTLAND**  
CÒMHDHAIL ALBA

[]  
[]

Freewheel North Cycling Project  
Templeton Street,  
Glasgow  
G40 1AT

Date:  
21 December  
2017

Dear []

## **OFFER OF GRANT TO FREEWHEEL NORTH FOR CYCLING PROJECTS IN 2017-18**

The Scottish Ministers in exercise of their powers under Section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Freewheel North (“the Grantee”) a grant of up to £59,000.00 CAPITAL funding (fifty nine thousand pounds) STERLING and £58,000.00 REVENUE funding (fifty eight thousand pounds) STERLING payable in the financial year 2017/18, as outlined in your email dated 22 September 2017.

As a further condition of the grant Freewheel North will provide Transport Scotland, Sustainable and Active Travel Team with a final summary of project spend by the end of April 2018 for the financial year 2017/18, as described in *Terms and Conditions of Grant* section 4.3.

You have indicated that you have funding bids into the ASDA Foundation and the Medium Lottery for £60,000. Please provide details of the outcome of these bids as soon as possible. You are also organising a crowd funding exercise which you should also keep us up to date on.

Free Wheel North as a cycling development charity work towards creating a fairer, healthier society by enabling people of all ages and abilities to cycle as part of their everyday life, by providing **training** and **safe space for cycling** for new learners and vulnerable users.

This also assists with the Programme for Government commitment on older people.

This grant offer letter will support the following ‘phase two’ development projects in 2017-18:

- Improvements to the cycle track.
- The transformation of the existing portacabin office into a cycle repair shop staffed by both volunteers and paid staff.
- Doubling of toilet facilities
- Addition of an office for the charity
- Further development of the 'cycle village' projects.
- Fund the cost of staff, who provide the projects support ranging from training, special needs workers, project coordination, management and development.

Projects supported by £59,000 CAPITAL funding will be a contribution towards:

- Portacabin cycle repair shop cabin and equipment
- Toilet (6 cubicle)
- Office Cabin
- Cycle Track widening and extension
- Inclusive cycles
  - Velo transporter X2
  - Hand cranks
  - Recumbents
  - Bike spares

Projects supported by £58,000 REVENUE funding includes contributions to the following posts:

- Project coordinator
- Mechanic/s
- Ride Leader/s
- Learn to cycle worker/s
- Special needs worker/s
- Managing director
- Development Manager

This also assists with the Programme for Government commitment on older people.

Evidence pertaining to the expansion of Freewheel North's facilities and extended services and projects to include: levels of usage of each project, customer feedback, operational best practices and issues and levels of maintenance, additional levels of income generated by improvements and upgrades.

Additionally all associated costs supporting the scheme including maintenance, technical support, (Freewheel North) staffing and administration, publicity and promotional activity will be gathered to help determine and shape of any potential future 'Cycling Centre' investment within the region and more widely throughout Scotland.

Initial Evaluation detailed above will be provided to Transport Scotland (TS), Sustainable and Active Travel Team at the end of April 2018 or as requested by TS, as described in *Terms and Conditions of Grant* section 4.3.

## **Terms and Conditions of Grant**

### **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.

### **2. Purposes of the Grant**

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

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 eligible costs exclude reclaimable Value Added Tax

### **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 by end of July 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 appointed Auditor/Head of Finance.

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

prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest

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

#### **4. Inspection and Information**

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of a final report, by 27 April 2018. 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.

#### **5. Confidentiality and Data Protection**

5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.

5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing

generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement

5.3 The Grantee shall ensure that all requirements of the Data Protection Act 1998 are fulfilled in relation to the Project.

## **6. Disposal of Assets**

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 £50,000.

## **7. Publicity**

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require approving the form of such acknowledgement prior to its first publication.

## **8. Intellectual Property Rights**

8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.

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

## **9. Default**

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

9.2.1 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;

9.2.2 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

9.2.3 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.

9.3 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.

9.4 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.

9.5 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 not offer or give or agree to give any person any gift or consideration of any kind as an inducement or reward in relation to this Grant. The Grantee shall ensure that its employees shall not breach the terms of the Prevention of Corruption Acts, 1889 to 1916 in relation to this or any other grant.

## **13. Continuation of Conditions**

These Conditions 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.

## **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. Project specific conditions**

It is a requirement of the grant offer that any proceeds from the operation of the Hub are reinvested into the Hub.

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 the address on this letterhead. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

□  
Sustainable Transport Team

## **GRANT ACCEPTANCE**

On behalf of Freewheel North I accept the foregoing offer of Grant by the Scottish Ministers dated 21 December 2017 on the inclusive terms and conditions as set out in the letter and annexed Schedules. 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

### PAYMENT OF GRANT

1. The total Grant of **£117,000.00 in 2017-18** shall be payable by the Scottish Ministers to the Grantee as expenditure is incurred by the Grantee and on receipt of a completed claim for Grant in the form set out in **Schedule 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable over financial year 2017-18. 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 profile of expenditure of the Grant before the first grant payment, if appropriate. 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 estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Project until the next claim is due to be submitted.
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 shall reasonably and properly incur 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 of the following financial year the amount of the Grant actually expended up to and including 31 March.

## SCHEDULE 2

### GRANT CLAIM FORM

**Organisation:** Freewheel North

**Bank details:**

**Project:**

**Total agreed grant for financial year 2017-18 - £117,000.00**

**Grant claimed to date:**

**Estimate of grant required for the period**

**We hereby claim [total] grant of [£            ] in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 21 December 2017 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 will be made available on request to substantiate each amount.**

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

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

Please send this claim to: Jim Oliver  
Transport Scotland  
2D North  
Victoria Quay  
Edinburgh  
EH4 1QB

### **SCHEDULE 3 - Revenue**

#### **STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT**

##### **Resource and Capital funding for Freewheel North 2017-18**

This is to confirm that the grant claimed by Freewheel North in relation to the above Project during the financial year ended 31 March 2018 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 Freewheel North.

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;

**“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;

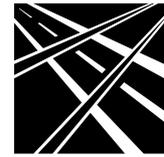
**“Intellectual Property Rights”** means all rights of ownership, including all copyrights and other intellectual property rights in books, leaflets and other printed and published materials in whatever form produced as part of the Project by or on behalf of the Grantee including all reports and any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

**“Project”** means the purpose for which the Grant has been awarded as described in the Offer of Grant;

**“Payment”** means each of the payments specified in Schedule 1 hereto.

Sustainable and Active Travel Team  
**Transport Policy**

Victoria Quay, Edinburgh EH6 6QQ  
[]  
[]



**TRANSPORT  
SCOTLAND**  
CÒMHDHAIL ALBA

[]  
SNH  
Great Glen House  
Leachkin House  
Inverness  
IV3 8NW

Our ref:  
A17998954  
Date: 1/6/17

## **OFFER OF GRANT FOR LOCAL GREEN HEALTH PARTNERSHIPS**

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to SNH (“the Grantee”) a grant of up to £50,000 (fifty thousand pounds) STERLING, payable over the financial year 2017-18, in connection with Green Health Partnerships, which is more particularly described in Part 1 of Schedule 1 (“the Project”) and subject to the following terms and conditions:

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

1.1 In these Conditions, the words and expressions set out in **Schedule 4** shall have the meanings ascribed to them in that Schedule.

1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.

1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions.

### **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 as in your proposal of 9 February 2017:

- Setting up at least 3 local partnerships
- Evaluation of the programme
- Sharing of learning and best practice

In addition to your main objectives, a condition of the current year of funding is that you will make your staff aware of the United Nations Convention on the Rights of the Child (UNCRC) and children's rights. We will ask for confirmation that this has been done at the time of your annual report in 2018. This information will contribute to Scottish Ministers' Report to Parliament due in 2018 under Part 1 of the Children and Young People (Scotland) Act 2014 - specifically in relation to the duty on Scottish Ministers to raise awareness of children's rights. This objective applies only to the staff in your organisation (or working with your organisation) who are delivering work funded with this grant.

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

- Setting up at least 3 partnerships (up to 5)

2.6 The eligible costs for which the Grant can be claimed are the operating costs and project costs as outlined in your proposal of February 2017 of up to £50,000. The Scottish Ministers reserve the right to review the grant offer after 3 months to ensure the costs are realistic, given that this is a relatively new body of work. The Scottish Ministers reserve the right to review the grant offer after 6 months to ensure the other match funding has been agreed.

2.7 The eligible costs exclude reclaimable Value Added Tax.

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

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

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

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

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

#### **4. Inspection and Information**

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

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

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

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

4.5 The Grantee shall keep and maintain for a period of 3 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant.

#### **5. Confidentiality and Data Protection**

5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.

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

5.3 The Grantee shall ensure that all requirements of the Data Protection Act 1998 are fulfilled in relation to the Project.

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**

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.

## **8. Intellectual Property Rights**

8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.

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

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

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

9.1.1 The Grantee commits a Default;

9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;

9.1.3 The Grantee fails to carry out the Project;

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

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

9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations under EU law Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time by the Commission of the European Union.

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

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

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

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

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

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

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

## **10. Assignment**

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

## **11. Termination**

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

## **12. Corrupt Gifts and Payments of Commission**

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

## **13. Continuation of Conditions**

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

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

## **14. Compliance with the Law**

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

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

Yours sincerely

□

## **GRANT ACCEPTANCE**

On behalf of SNH I accept the foregoing offer of Grant by the Scottish Ministers dated 1/6/17 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that I hold the relevant signing authority.

Signed:

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 of work as set out in your proposal of February 2017

### PART 2: PAYMENT OF GRANT

1. The total Grant of £50,000 shall be payable by the Scottish Ministers to the Grantee quarterly 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 2017-18. The Grant for each financial year has been allocated as follows:

	<b>Costs April 17 - March 18</b>
Total	<b>£50,000</b>

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 each 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 estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Project until the next claim is due to be submitted.

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 shall reasonably and properly incur 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 3 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: SNH

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

Project: **OFFER OF GRANT FOR SCOTLAND WILD WAYS TO WELLBEING**

Total agreed grant for 2017-18:

Latest forecast of expenditure of grant for 2017-18: *[Amount]*

Grant claimed to date: *[Amount]*

Unexpended grant: *[Amount]*

Estimate of grant required for the period [from **xxxx** to **xxxx**]: *[Amount]*

We hereby claim [total] 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 will be made available on request to substantiate each amount.

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

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

### **SCHEDULE 3**

#### **STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT**

##### **LOCAL GREEN HEALTH PARTNERSHIPS 2017-18**

This is to confirm that the grant claimed by SNH in relation to the above Project during the financial year ended 31 March 2018 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 SNH.

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;

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

“**Project**” means the purpose for which the Grant has been awarded as described in the Offer of Grant;

“**Payment**” means each of the payments specified in Schedule 1 hereto.