

Sustainable Transport Team  
**Transport Policy**

Victoria Quay, Edinburgh EH6 6QQ

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

Date:  
21 December  
2017

Dear []

**FURTHER OFFER OF GRANT TO PATHS FOR ALL FOR EXPENDITURE ON CAPITAL AND REVENUE PROJECTS – SMALL PATHS AND WALKING FOR HEALTH 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 Paths for All (“the Grantee”) a **further CAPITAL grant of up to £20,000 (Twenty thousand pounds) STERLING and a REVENUE grant of £40,000 (Forty thousand pounds) STERLING, a total of £60,000 (Sixty thousand pounds) payable in financial year 2017/18**, for projects as outlined in your email of 28 November 2017 and following subsequent conversations and meetings with the Sustainable and Active Travel Team.

Project outlines are below:

**Walking for Health (WFH) - £40,000.00**

WFH groups will be invited to apply for small grants (up to £5,000.00) which demonstrate a link with:

- Active travel activities
- Partnership working
- Links to new local infrastructure
- Demonstrate how it will increase the number of people in their community walking

Applications will be accepted up to £5,000.00 from WFH groups for projects that can demonstrate that they will increase the number of people in their community walking.

In addition, priority will be given to projects that are linking with local active travel partners, provision or infrastructure. All projects must be able to evidence increased walking activity in their communities.

### **Community Paths Grants - £20,000.00**

Community groups in Scotland will be invited to apply for small grants up to £3,000.00 to develop, deliver and promote their own community led active travel projects.

- The grant will fund active travel routes to schools, to places of work, places popular within towns and routes that help connect communities.
- Community Active Travel Grants aim to empower communities to make changes to paths in their area that will make it easier for people to make every day journeys by active travel.
- Increasing active travel in communities helps to create a healthier, socially inclusive, economically vibrant, environmentally friendly Scotland.
- The grant can be used for a number of improvements and innovations to paths, however all projects must make it easier for people to walk and cycle when making short everyday journeys.

Priority will be given to projects that:

- Improve paths so that it's easier for people to use them and be more physically active.
- Highlight to people where active travel routes are.
- Provide opportunities and encourage people in communities to work together to improve active travel opportunities.

Paths for All, will as a minimum provide a full evidence based evaluation of the Community Paths project, including levels of grant applications and awards, and breakdown of applications and grants by groups and project type, and highlighting operational best practices. Part of the evaluation of this project should include options to sustain the project assuming it is evidenced as successful.

The closing date for applications to the fund by community groups is 12<sup>th</sup> January 2018. The fund will be advertised on the Paths for All website until the closing date or the fund becomes fully subscribed.

## **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 Projects as described above.

2.2 The Grant shall only be used for the purposes of the Projects 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 Projects, 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.

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 Paths for All 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. Up to a total grant of **£60,000 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. Up to the total grant shall be payable over financial year 2017-18 and should be claimed within the year. 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 confirmation that the Grant can be allocated in the given financial year. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. Each claim shall be for an amount equal to the actual amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Projects 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 March** of the current financial year, the amount of the Grant actually expended up to and including 31 March.

## SCHEDULE 2

### GRANT CLAIM FORM

**Organisation: Paths for All**

**Bank details:**

**Project:**

**Total agreed grant for financial year 2017-18 in this offer - £60,000**

**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.**

<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**

#### **PATHS FOR ALL CAPITAL AND REVENUE PROJECTS IN 2017-18**

This is to confirm that the grant claimed by Paths for All in relation to the above Projects 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 Paths for All.

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;

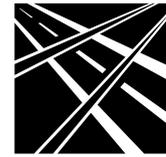
**“Intellectual Property Rights”** means all rights of ownership, including all copyrights and other intellectual property rights in books, leaflets and other printed and published materials in whatever form produced as part of the Project by or on behalf of the Grantee including all reports and any 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**

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□  
□



**TRANSPORT  
SCOTLAND**  
CÒMHDHAIL ALBA

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

Our ref:  
A16861453

Date: 7/3/17

## **OFFER OF GRANT FOR SMARTER CHOICES, SMARTER PLACES PROJECT 2017-18**

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Paths for All Partnership (“the Grantee”) a grant of up to £5,228,630 (Five million, two hundred and twenty eight thousand and six hundred and thirty pounds) STERLING, payable over the financial year 2017-18, in connection with Smarter Choices, Smarter Places, 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:

- Administration of a bidding process for assessment of bids from third parties for SCSP projects
- Achieve 50% match funding for the bids
- Oversight and support of the projects
- Payment of awards to third parties on successful completion of the projects
- Monitoring and Evaluation of the programme of work
- Development of the SCSP Communications Network

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

- Applications received by 1 April 2017
- Sifting of applications and panel agreement by 7 April 2017
- Agree Monitoring and Evaluation Framework by end July 2017
- Grants awarded by 28 April 2017
- Project spend completed by March 2018
- Final report by 30 September 2018

2.6 The eligible costs for which the Grant can be claimed are the operating costs as outlined in your proposal of 28 February (£228,630) and grants for third parties of up to £5 million. 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.

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. Assignation**

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

## **11. Termination**

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

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

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

## **13. Continuation of Conditions**

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

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

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

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

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 Paths for All Partnership I accept the foregoing offer of Grant by the Scottish Ministers dated 07-03-2017 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:

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 28 February 2017

### PART 2: PAYMENT OF GRANT

1. The total Grant of £5,228,630 shall be payable by the Scottish Ministers to the Grantee quarterly in advance 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>
Operating Costs	<b>£228,630</b>
Programme Grants	<b>£5,000,000</b>
Total	<b>£5,228,630</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:** Paths for All Partnership  
Office 8, Forrester Lodge  
Tullibody Road  
Alloa  
Clackmannanshire  
FK10 2HU

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

**Project:** OFFER OF GRANT FOR SMARTER CHOICES, SMARTER PLACES PROJECT

**Total agreed grant for 2017-18:** £228,630

**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**

Smarter Choices, Smarter Places Project

This is to confirm that the grant claimed by Paths for All Partnership 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 Paths for All Partnership.

Signed:

Name in block capitals:

Position:

Date:

## SCHEDULE 4

### DEFINITIONS

**“Agreement”** means the agreement constituted by the Scottish Ministers’ invitation to apply for a grant, the Grantee’s Application, these Conditions and the Grantee’s acceptance of these Conditions;

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

**“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

☐  
☐



☐

☐

Sustrans Scotland  
Rosebery House  
9 Haymarket Terrace  
Edinburgh  
EH12 5EZ

Date:  
25 April 2017

Dear

☐

## **OFFER OF GRANT TO SUSTRANS SCOTLAND FOR EXPENDITURE ON ALL SUSTRANS 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 Sustrans Scotland (“the Grantee”) a **capital grant of up to £23,721,390 (Twenty three million, seven hundred and twenty one thousand, three hundred and ninety pounds) STERLING, and a revenue grant of up to £2,138,210 (two million, one hundred and thirty eight thousand, two hundred and ten pounds) STERLING payable in financial year 2017/18.**

All project funding is linked to the Cycling Action Plan for Scotland 2017 and will be invested in projects that will help to achieve the 10% vision for cycling by 2020 in line with the Report on Proposals and Policies 2. **Sustrans will aim to attract a matched contribution of at least 50% of the project costs with the contributions being agreed between Sustrans and the relevant partners.**

Sustrans will work with all the relevant active travel partners to ensure best value is achieved. Projects to be funded are:

### **Sustrans Scotland Work Programme**

Project	Summary	2017/18 Funding
C Supports CAPS	Street Design projects empower communities to change the physical quality of the places and spaces they live in through innovative and extensive engagement. Projects are high	420,320

delivery actions: 5, 8	impact and have been proven to deliver increased levels of active travel in neighbourhood, delivering on the CAPS vision. Street Design also goes beyond CAPS by delivering on wider Transport and Scottish Government policies and indicators by improving the perceptions of road safety and place quality whilst fostering greater community cohesion.	
C Supports CAPS delivery actions: 5, 8, 9, 10.	Community Links (CL) delivers active travel projects across Scotland in partnership with local authorities, the National Parks, Scottish Canals and an a wide range of partners. CL helps to create a culture of change, growing, the prominence of walking and cycling as alternative transport modes.	16,587,175
R Supports CAPS delivery actions: 5, 8, 9, 10.	Community Links PLUS (CLP) creates a step change in in raising the standards of new active travel infrastructure. CLP takes a cross policy, cross departmental approach to project design from a broad range of partners.	150,000
C	Community Links PLUS – As above.	1,871,620
R Supports CAPS delivery actions: 4, 5, 6, 8, 9.	Partnerships programmes support local authorities and Public Transport Operators in the delivery of walking and cycling strategies and infrastructure projects including support of, local authorities, urban design and public transport integration.	115,025
C	Partnerships – As above	1,279,425
R Supports CAPS delivery actions: 4, 5, 6, 8, 13, 14, 15, 16.	Active Travel Strategies – Strategic Cycling Managers work with all 32 local authorities in Scotland to help them deliver an increase in walking and cycling in their area by supporting them to develop and implement their own active travel strategies .	47,510
R Supports CAPS delivery actions: 7, 8, 11, 12, 13, 14, 15, 16.	Active Travel Communities – The Smarter Choices ‘Communities’ project delivers active travel promotional activities within community settings to encourage positive travel behaviour change. The programme engages with local organisations and groups building on networks created through Street Design, Community Links and Sustrans Volunteers.	206,965
C	Active Travel Communities – As above	164,880
R Supports CAPS delivery actions: 8, 12, 13, 14, 15, 16.	Education & Young People (EYP0 team has developed a broad, supportive, package of measures for education establishments to increase opportunities for children and young people to be able to walk and cycle more to school and beyond. They also work with colleges and universities to encourage active travel in higher education establishments.	182,705
C	Education & Young People – As above.	207,945
R	Workplaces – Workplace projects enable staff to choose active and sustainable transport options for everyday journeys. Projects are supported by 4 key elements of work place engagement: 1. Provide information, 2. Improve facilities, 3. Influence policy, 4. Engagement with people.	264,275

R Supports CAPS delivery actions: 5, 6.	National Cycle Network (NCN) – Sustrans Scotland oversees the NCN in Scotland, coordinating it’s development, maintenance, delivery of improvements and promotion.	193,715
C	National Cycle Network – As above.	3,190,025
R Supports CAPS delivery actions: 7, 12, 14, 16	I-Bike enables children, parents and teachers to travel actively, independently and confidently to school by walking, cycling, scooting and other sustainable travel methods. The project delivers practical solutions to 2 specific issues associated with cycling to school: 1- The drop in cycling levels when children move from primary to secondary school. 2- The gender gap that sees girls cycling far less than boys on the school journey.	669,595
R Supports CAPS delivery actions:4, 19.	Bike Life is Sustrans Scotland’s Copenhagen style ‘Bicycle Account’, a comprehensive review of progress towards creating bike friendly cities. Bike Life helps to develop a better understanding of what is working in terms of cycling interventions whilst making the case further investment that will help to develop cycling and unlock the potential for increasing the number of people cycling.	108,240
R Supports CAPS delivery actions: 5, 6, 9, 10, 12, 14, 15, 18, 19.	Communications actively forms a central part of Sustrans Scotland’s strategy to support and increase public support for, and engagement in, active travel. Engagement is with external audiences through a wide variety of media, from traditional printed press to delivery at a variety of events and a pro-active social media presence.	200,180
TOTAL	Capital	23,721,390
TOTAL	Revenue	2,138,210

## 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 Projects as described

above.

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 Projects 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.

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 Projects, 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. 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 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 Sustrans Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated ?? 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] d*

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 **£25,859,600 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 and should be claimed within the year.** 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 confirmation that the Grant can be allocated in the given financial year. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
- 4. Each claim shall be for an amount equal to the actual amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Projects 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 March** of the current 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 financial year**

**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 20 October 2015 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)
--------	------------	--------------------	---

TOTAL\*

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

**SCHEDULE 3**

**STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT**

**SUSTRANS PROJECTS IN 2017/18 – CAPITAL AND RESOURCE PROJECTS**

This is to confirm that the grant claimed by Sustrans Scotland in relation to the above Projects 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 Sustrans 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  
[]



[]  
[]  
Sustrans Scotland  
Rosebery House  
9 Haymarket Terrace  
Edinburgh  
EH12 5EZ

Date:  
21 December  
2017

Dear []

## **FURTHER OFFER OF GRANT TO SUSTRANS SCOTLAND FOR EXPENDITURE ON COMMUNITY LINKS PLUS 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 Sustrans Scotland (“the Grantee”) a **capital grant of up to £1,400,000 (One million, four hundred thousand pounds) STERLING, payable in financial year 2017-18 for Community Links (CL PLUS) projects.** The additional monies will be made available through cross portfolio funding from Climate Change colleagues

All project funding is linked to the Cycling Action Plan for Scotland 2017 – 20 and will be invested in projects that deliver active travel projects across Scotland in partnership with local authorities, the National Parks, Scottish Canals and a wide range of partners that will help to achieve the 10% vision for cycling by 2020 in line with the Report on Proposals and Policies 2 and the draft Climate change plan. CL PLUS helps to develop a culture of change, growing, the prominence of walking and cycling as alternative transport modes, and is key to early delivery of the Programme for Government commitment to make our towns and cities friendlier and safer.

Sustrans Scotland will aim to attract a matched contribution of at least 50% of the project costs with the contributions being agreed between Sustrans Scotland and the relevant partners. Sustrans will work with all the relevant active travel partners to ensure best value is achieved.

As a condition of grant and related to the *Terms and Conditions of Grant 4.3*, Sustrans Scotland will provide Transport Scotland with a final summary of project

spend by the end of April 2018 for the financial year 2017/18, for all CL PLUS projects.

## **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 Projects as described above.

2.2 The Grant shall only be used for the purposes of the Projects 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

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 Projects, 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.

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 Sustrans 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. Up to a total grant of **£1,400,000 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. Up to the total grant shall be payable over financial year 2017-18 and should be claimed within the year. 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 confirmation that the Grant can be allocated in the given financial year. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. Each claim shall be for an amount equal to the actual amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Projects 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 March** of the current financial year, the amount of the Grant actually expended up to and including 31 March.

## SCHEDULE 2

### GRANT CLAIM FORM

Organisation: Sustrans Scotland

Bank details:

Project:

Total agreed grant for financial year 2017-18 in this offer - £1,400,000.00

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.

<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**

##### **SUSTRANS SCOTLAND CAPITAL PROJECTS in 2017-18**

This is to confirm that the grant claimed by Sustrans Scotland in relation to the above Projects 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 Sustrans 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 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

[]  
[]



**TRANSPORT  
SCOTLAND**  
CÒMHDHAIL ALBA

[]  
[]

Sustrans Scotland  
Rosebery House  
9 Haymarket Terrace  
Edinburgh  
EH12 5EZ

Date:  
21 December  
2017

Dear []

**FURTHER OFFER OF GRANT TO SUSTRANS SCOTLAND FOR EXPENDITURE ON CAPITAL PROJECTS – Dangerous Junctions, Cycle Counters and Schools’ Street Designs 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 Sustrans Scotland (“the Grantee”) a **further CAPITAL grant of up to £800,000 (eight hundred thousand pounds) STERLING** payable in financial year 2017-18 for projects as outlined in your paper of 12 July 2017 and following subsequent conversations and meetings with the Sustainable and Active Travel Team.

All project funding is linked to the Cycling Action Plan for Scotland 2017 – 20 and National Walking Strategy and will be invested in projects that help deliver our active travel vision, particularly in areas where safety concerns reduce the numbers of people those choosing to walk and cycle for everyday journeys.

This funding helps deliver the Programme for Government commitment to make towns and cities friendlier and safer for pedestrians and cyclists.

Project outlines are below:

**Tacking Dangerous Junctions fund: £550,000**

Based on the successful Community Links model, this new programme will focus on larger junction interventions including roundabouts in Scotland’s towns and cities which have been identified with safety issues for people cycling and walking.

Sustrans' 2017 research on the potential for greater risk of collision between cyclists and motorists indicated that junctions are often the biggest obstacles to ease of travel for cyclists in urban areas and offer the greatest engineering challenges to improve for modal change. This programme will offer grants to local authorities/RTPs/other partners specifically to make junctions safer and more accommodating of cyclists.

This funding would be used to ask for bids to design improvements for identified dangerous junctions with a view to bidding to Community Links or CL PLUS in future years to deliver the project with match funding in place. At this design stage no match funding would be required. Transport Scotland will be involved in the final decision of winning bids.

### **Additional funding for high profile walking and cycle counters for 5 the Community Links PLUS projects in 2017-18 - £150,000**

Following the Programme for Government announcement of the doubling of the Active Travel Budget, Ministers decided to award funding to all 5 finalists. Adding an electronic counter to each of these projects would enhance the local profiles of the projects and allow all road users to see how many people were cycling and walking in that area. If funding allows, it would be ideal if South City Way, the first CL PLUS winner could also have a counter. Sustrans Scotland should keep Transport Scotland appraised of costs and whether this might be possible. No match funding is being asked for these counters. Counters will be purchased for installation at strategic points during 2018.

### **Street Design at schools: £100,000**

The Big Street Survey (P5/6/7 and S1/2) is an existing curriculum based resource that culminates in the production of a five point class "manifesto for change" on how the streets around the school could be improved. Working with the existing education and young-people team an officer-led enhanced training schedule would be offered to teaching staff. This would culminate in a National celebration day raising awareness of local infrastructure, in summer 2018 – date to be confirmed.

Schools would work through the Big Street Survey resources including the Street Trumps' game to design potential infrastructure improvements. After review a decision on the number and location of schools by local authorities will be announced in January 2018. Aligned with outcomes from 'Tackling the school run' the competition would also promote the place standard toolkit as a way of gathering insight to the local walking and cycling environment. Some work could be used to inform feasibility for Safer Routes to Schools programme or other Street Design projects.

Projects would be submitted to be reviewed and up to £10,000 would be made available for a school to have low cost infrastructure improvements installed; signage/thermoplastics/mapping/dropped kerbs, etc, by June 2018.

Increasing capacity of the existing Smarter Choices Coordinator to 1xFTE and the addition of a design competition budget together with promotional activities would address some issues at the school gates. By having the young people and school

community involved in the insight gathering and design options would create better levels of engagement in infrastructure design.

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, for projects above and early evaluation of Street design and dangerous junction projects.

Sustrans will continue to work with all the relevant partners to ensure best value is achieved.

## **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 Projects as described above.

2.2 The Grant shall only be used for the purposes of the Projects 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 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 Projects, 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.

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

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## **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.

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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.

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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.

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 Sustrans 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. Up to a total grant of **£800,000 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. Up to the total grant shall be payable over financial year 2017-18 and should be claimed within the year. 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 confirmation that the Grant can be allocated in the given financial year. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. Each claim shall be for an amount equal to the actual amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Projects 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 March** of the current financial year, the amount of the Grant actually expended up to and including 31 March.

## SCHEDULE 2

### GRANT CLAIM FORM

Organisation: Sustrans Scotland

Bank details:

Project:

Total agreed grant for financial year 2017-18 in this offer - £800,000

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**

#### **SUSTRANS SCOTLAND CAPITAL PROJECTS in 2017-18**

This is to confirm that the grant claimed by Sustrans Scotland in relation to the above Projects 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 Sustrans 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 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

□  
□



**TRANSPORT  
SCOTLAND**  
CÒMHDHAIL ALBA

□  
□

Tactran  
Bordeaux House  
31 Kinnoull Street  
Perth  
PH1 5EN

Our ref:  
A18365856

Date: 4 July  
2017

Dear []

## **TRAVELKNOWHOW SCOTLAND**

Thank you for your proposal submitted in July 2017 for the above.

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Tactran (“the Grantee”) a grant of up to thirty thousand pounds STERLING (£30,000), payable over the financial year 2017-18 to support the development of a website which offers travel planning tools to organisations across Scotland which is more particularly described in 2.4 (“the Project/Programme”) and subject to the following terms and conditions:

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

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

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

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

1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, 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.

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 This grant is in connection with costs of Tactran to provide a dedicated website for organisations wishing to produce, implement and monitor a travel plan.

The objectives of the Grant are to provide support for:

- Annual licence arrangement
- Ongoing hosting and maintenance support package
- Marketing and promotional support costs
- Liaising with RTPs
- Training for new organisations
- Tactran staff time administering the project

- Further development may be added at a later date

Dates for delivery for above are to agreed, but will be in 2017-18. The grant is conditional on the promotion of this development to other Scottish Regional Transport Partnerships for this development.

2.5 The eligible costs for which the Grant can be claimed are the operating costs and grants/payments to third parties of up to £30,000 within your project proposal, as submitted to the Scottish Ministers on 29 July 2017.

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 £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 Any new 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.

9.6 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.

## **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 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 two copies of the Grant Acceptance below and return one copy of the offer of Grant and Schedules to Jim Oliver 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

□  
**Sustainable Transport Team**  
**Transport Scotland**

## **GRANT ACCEPTANCE**

On behalf of Tactran I accept the foregoing offer of Grant by the Scottish Ministers dated 4 July 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. Grant of up to £30,000 in 2017-18 shall be payable quarterly in arrears 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.

**SCHEDULE 2**

**GRANT CLAIM FORM**

**Organisation: Tactran**

**Bank details:**

**Project:**

**Total agreed grant for 2017-18:**

**Latest forecast of expenditure of grant for 2017-18:**

**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 4 July 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**

**Project:**

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

Signed:

Name in block capitals:

Position:

Date:

## SCHEDULE 4

### DEFINITIONS

**“Agreement”** means the agreement constituted by 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 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.

Date:  
24 March 2017

[]  
The Bike Station  
250 Causewayside  
Edinburgh  
EH9 1UU

Dear []

## **GRANT OFFER LETTER TO THE BIKE STATION FOR FUNDING IN 2017/18 FOR THE DR BIKE CYCLE SAFETY AND THE CYCLE FRIENDLY CITY PARTNERSHIP PROJECT**

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:

### **Dr Bike Cycle Safer 2017/18**

Working with the 7 Scottish cities to build and improve on work carried out in 2015/16 including:

1. Delivering Dr Bike and cycle taster sessions at workplaces and schools
2. Produce more z-cards to support active travel
3. Support further partnership working between the cities around joint training and skill sharing
4. Provide support to any city wishing to become a Cycle Friendly City and assess the potential for this to happen either this year or next

### **Stirling Partnership Project**

1. To establish Stirling as a Cycle Friendly City, bulidng on the work carried out in 2016/17
2. To support cycle awareness, safety and access to cycling through community 'Pop – Up Cycle Hubs' – incorporating refurbished bike sales, Dr Bike sessions, cycle training, route planning and awareness

3. To deliver an effective cycling incentive scheme, working in partnership with local partners, public transport providers and businesses
4. To identify opportunities for match funding as part of the development and implementation of the project
5. To develop a robust and replicable monitoring and evaluation framework to establish the efficacy of the project

### **Project Outreach (consolidating work in 2016/17):**

Over the course of the project the Cycle Friendly Stirling Partnership will:

Continue to Recruit Cycling Friendly Stirling Volunteers/Cycling Advocates;  
Support cycling and active travel information provision, events, activities and rides through the Stirling Cycle Hub – 4000 people;  
Encourage cycle safety and cycle competence through The Bike Station – 2000 people;  
Support cycle safety, maintenance and affordable access to cycling and bikes through Recyke-a-bike – 2000 people, 1500 refurbished bikes sold.  
Deliver Dr Bike sessions to 750 people.  
Deliver three beginners, intermediate and advanced bike maintenance courses.  
Provide 5 minutes taster sessions to 500 people.  
Offer 3 major Pop Up Cycle Hubs at key local events e.g. The Summer Festival of Cycling – engaging with approximately 1000 people.  
Provide 12 local community pop ups throughout the year – engaging with approximately 500 people.  
To ensure regular monitoring and evaluation of the project through surveys, incentive scheme participation, events attendance and 1:1 engagement.  
To provide regular outreach communications through Facebook, Twitter and other social media streams.  
To ensure appropriate media and publicity opportunities are identified throughout the lifetime of the project; to raise awareness of the project and to increase participation.

### **Improvements to Bike Station resources**

Additional to the fleet of electric bikes will be purchased to help returning and new cyclists take part in a programme of Family Friendly Cycling in Edinburgh, E-bikes have proven to be very popular in Stirling and we would assume the same level of use in Edinburgh. Any revenue generated from the hire of e-bikes should be reinvested into the maintenance of the fleet.

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 2017 for the financial year 2016/17.

### **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. 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 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 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.