

Active Travel Team
Transport Policy

Victoria Quay, Edinburgh EH6 6QQ

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**TRANSPORT
SCOTLAND**
CÒMHDHAIL ALBA

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Carplus Trust
Kings House
1 Kings Street
Leeds
LS1 2HH

Date: 9 May
2018

Dear ||

MAKING SHARED TRANSPORT WORK FOR SCOTLAND – GRANT FUNDING 2018-19

Thank you for submitting your proposal 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 Carplus Trust, a charitable body registered in Scotland under the registration number SC044682 and with its registered office at Kings House, 1 Kings Street, Leeds, LS1 2HH (“the Grantee”) a grant of up to three hundred and fifty eight thousand seven hundred and sixty nine pounds STERLING (£358,769), payable over the financial year 2018-19.

This grant is related to the costs incurred by Carplus in the provision – as outlined in schedule one - of development assistance to communities, organisations and local authorities engaged in the process of researching and establishing car clubs.

1. Definitions and Interpretation

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

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

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

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

2. Purposes of the Grant

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

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

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

2.4 The main objectives / expected outcomes of the Grant are as in your proposal of February 2017:

- Increasing awareness of the role and benefits of shared transport;
- Designing mobility;
- Integrating mobility;
- Sharing information and best practice;
- Evidence development.

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

- Engage with 200 residents in each area leading to 50 new shared transport members in total;
- Provide advice to 500 Scottish businesses to encourage uptake of different shared transport models;
- Develop 3 tourism case studies designed to target different sectors of the tourism market;
- Develop new, targeted guidance on shared transport for the planning/development sector;
- Provide bespoke shared transport advice for 20 locales;
- Accelerate the use of e-mobility in shared transport schemes;
- Demonstrate shared transport to a community transport organisation;
- Ensure shared transport is considered for inclusion in smart travel card development;
- Become an active participant in the development of MaaS Scotland;
- Provide robust, up to date data, knowledge and guidance to the shared transport sector.;
- Continue with survey of car sharing and bike sharing;
- Contribute to the development of evidence base for new models of mobility.

2.6 The eligible costs for which the Grant can be claimed are the direct costs as outlined in your proposal of £166,500 and non-direct costs of up to £192,269. 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 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 All the Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.

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

9. Default and Recovery etc. of Grant

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

9.1.1 The Grantee commits a Default;

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

9.1.3 The Grantee fails to carry out the Project;

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

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

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

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

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

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

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

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

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

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

10. Assignment

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

11. Termination

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

12. Corrupt Gifts and Payments of Commission

The Grantee shall ensure 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 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

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Active Travel Team
Transport Scotland

GRANT ACCEPTANCE

On behalf of Car Plus I accept the foregoing offer of Grant by the Scottish Ministers dated 9 May 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

PART 1: THE PROJECT

“Making Shared Transport Work for Scotland”

Programme of Work:

Output & outcomes		Quarterly Deliverables				Budget
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	
1. Increasing Awareness of the Role and Benefits of Shared Transport						
<p><i>How could car clubs work for me?</i> This work will aim to make people's local car club relevant and visible. Through hosting focus groups that aim to explore specific markets, Carplus Bikeplus will seek to better understand barriers to car club use in Scotland, build on annual survey intelligence and provide operators with insightful and targeted advice on improving utilisation.</p>	<p>Encourage operators to understand barriers and adapt marketing strategies to improve awareness and utilisation.</p>	<p>- Circulate 2018/19 annual survey to 4 national Scottish operators and community car clubs.</p>	<p>- Engage with agency and plan delivery of focus groups. - Gain input from operators about what they would find useful.</p>	<p>- Deliver focus groups. Exact number will be determined by agency advice & budget constraints.</p>	<p>- Collate findings and feedback to Scottish operators (national and community) via face to face meetings where possible.</p>	<p>£ 22,000</p>

<p><i>Spreading the benefits of shared transport to new types of neighbourhoods</i></p> <p>Scotland's shared transport network is growing among its near-markets. Carplus Bikeplus will build on this by identifying one transport-poor neighbourhood and one high car ownership neighbourhood where we will:</p> <p>(i) explore awareness and attitudes to shared transport,</p> <p>(ii) work out opportunities for maximising the social and/or environmental benefits of introducing shared transport; this may include modifying existing models to fit, negotiating discounted rates and/or new ways of delivery with operators, or identifying the need for new models to be nurtured</p> <p>(iii) design and deliver intensive awareness raising activity (via local community event attendance, a local media partnership and below the line marketing support).</p> <p>Take-up of membership, usage and impacts of usage will be evaluated.</p>	<p>Engage with 200 residents in each area leading to 50 new shared transport members in total during the project, with the impact of continued growth once the project finishes.</p>	<p>- Identify two suitable neighbourhoods.</p>	<p>For each neighbourhood:</p> <ul style="list-style-type: none"> - Identify opportunities through engaging with local operators and other key stakeholders. - Plan and design marketing strategies. 	<ul style="list-style-type: none"> - Deliver awareness raising campaigns for each identified neighbourhood. - Engage with 200 residents in each area, with total of 50 new shared transport member over both neighbourhoods. 	<ul style="list-style-type: none"> - Evaluate the campaigns to gauge engagement and impact. - Document lessons learned and circulate any key findings to operators to share best practice. 	<p>£ 25,000</p>
<p><i>Communicating compelling co-mobility</i></p> <p>People like to identify with images of behaviour undertaken by people like them. Whilst more people and more types of people are travelling "better" ("<i>good mobility</i>"), there is little awareness of these new lifestyles. We will work with key partners (including Sustrans, Paths for All, Living Streets, Cycling Scotland and NHS) to design and pilot images and branding related to 'good mobility' and new mobility lifestyles (mixing active travel,</p>	<p>Agreed images & messages for subsequent positive travel behaviour change campaigns</p>	<p><i>This work will start in Q2 when the Marketing & Communication Executive is in post.</i></p>	<ul style="list-style-type: none"> - Engage with key partners and establish working group. 	<ul style="list-style-type: none"> - Working group to identify key messages and audiences. 	<ul style="list-style-type: none"> - Produce outline campaign with agreed images and messaging. 	<p>£ 15,000</p>

<p>co-mobility and public transport). This would be the first step to inform a broader subsequent roll-out of a public travel behaviour change campaign.</p>						
<p><i>Promoting effective shared transport for workplaces</i> Shared transport, including car share, bike share and ridseshare schemes can be an excellent fit for many Scottish businesses. Carplus Bikeplus will work with local Chambers of Commerce, the Scottish Federation of Small Businesses, Business Gateway, and other local business support services to proactively promote the benefits of shared transport within the workplace. Advice will be provided via speaking engagements, events, digital channels and one to one appointments.</p>	<p>Provide advice to 500 Scottish businesses to encourage uptake of different shared transport models.</p>	<p><i>This work will start in Q2 when the Marketing & Communication Executive is in post.</i></p>	<ul style="list-style-type: none"> - Design a marketing strategy for engagement. - Liaise with key organisations to identify and book opportunities for engagement. - Attend relevant events. 	<ul style="list-style-type: none"> - Implement marketing plan to engage with 500 businesses. - Attend relevant events. 	<ul style="list-style-type: none"> - Evaluate the campaign to evidence impact i.e. survey engaged businesses to determine number of new shared transport memberships. 	<p>£ 10,000</p>

<p><i>Visitor shared transport: opportunity development</i></p> <p>Carplus Bikeplus will develop 3 'tourism case studies' based on the sector specific market research carried out in 2017-18. Each case study will aim to engage a different tourism segment – accommodation, attractions, and activities, and encourage awareness of successful models. We would aim to identify specific sites where we could advise and nurture piloting of visitor-focussed shared transport. The three purposes are (i) to replace long-approach car trips & hence save carbon, (ii) to provide new opportunities to include "getting around" in destination marketing and (iii) provide lower impact - and more attractive, healthier ways for visitor to explore the destinations.</p>	<p>Shared transport included in or developed for 3 contrasting visitor economy contexts.</p>	<p><i>This work will start in Q2 when the Marketing & Communication Executive is in post.</i></p>	<ul style="list-style-type: none"> - Identify, write and design 3 case studies. - Develop marketing plan to raise awareness of shared transport with the tourism sector. - Identify and engage with sites to advise on tourism-focused shared transport. 	<ul style="list-style-type: none"> - Carry out marketing campaign to identified audience. - Continue to engage with specific sites. 	<ul style="list-style-type: none"> - Continue to engage with specific sites. - Evaluate the impact of the campaign. 	<p>£ 10,000</p>
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<p><i>Embedding shared transport thinking into the planner/development sector</i></p> <p>The purpose is to embed healthy, low-impact mobility lifestyles into place making. Building on work from 2017/18, Carplus Bikeplus will continue to engage with planners and developers to raise awareness of the role and benefits of shared transport in property development. This will focus explicitly on open market property development as well as social housing.</p> <p>Engagement with <i>planners</i> will be delivered through promotion of CPD online interactive portal, exhibiting / speaking at a minimum of 2 planning conferences, and 2 articles in sector publications.</p> <p>Engagement with <i>developers</i> will involve production of tailored online guidance content that will be promoted via the Carplus Bikeplus website, attendance at minimum of one relevant industry event and publication of 2 articles in sector specific publications.</p> <p>Both planners and developers will also be able to access the advice service for more tailored advice.</p>	<p>New targeted guidance, portal & articles; shared transport included in specific development plans as a tool for re-shaping place design.</p>	<ul style="list-style-type: none"> - Hone material into CPD course format. - Identify opportunity to present at sector events. - Gain insight from sector about what they would find useful and best ways of engaging. - Engage with key organisations to build working relationships. 	<ul style="list-style-type: none"> - Design a marketing plan for engagement with planners and developers. - Commission agency to create online portal. - Exhibit / present at sector events. - Bespoke advice provided by Co-mobility adviser. 	<ul style="list-style-type: none"> - Launch online portal through different engagement channels. - Publish 2 articles in sector specific publications to promote the online portal. - Bespoke advice provided by Co-mobility adviser. 	<ul style="list-style-type: none"> - Monitor and evaluate use of online portal. - Document engagement through the advice service to show impact of the project. 	<p>£ 31,500</p>
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	Output and Outcomes	Quarterly Deliverables				Budget
2. Designing Mobility						
<p><i>Place-focussed "Good Mobility" design support</i> An advice service that nurtures and promotes place & locale-focussed broader integrated mobility service design. The aim is to create opportunities to plant compelling ideas of the possibilities for <i>good mobility</i> and advise on how these could be followed through to development (advice on business models, "making the case", operators, grant funding & investment options etc).</p>	Bespoke advice for 20 locales to encourage development of shared transport as part of locally relevant mobility offer	- Identify potential locales and make initial contact. Begin collating resources (Business planning tools, list of potential advisors, suitable grant funders, etc)	- Provide tailored support and advice to individuals and/or organisations in 8 locales.	- Continue to engage with existing locales. - Engage with a further 12 locales.	- Continue to provide advice and support with engaged locales. - Document impact of the advice and any output achieved / forecasted.	£ 10,000
<p><i>Linking e-mobility to local renewables generation</i> Identify and work with a community-linked renewables locale (Hebrides, Orkney) to link shared e-mobility provision (EVs, e-bikes) to local renewables generation. Use as strategic case study as part of a dissemination strategy to feed into subsequent practitioner & community engagement.</p>	Accelerate the use of e-mobility in line with local renewable electricity generation.	- Research existing shared transport schemes with renewable tie in. - Identify potential projects to link with.	- Identify project to work with to develop case study.	- Create case study to show best practice.	- Disseminate case study to relevant audience.	£ 1,000

<p><i>Tackling isolation: Linking shared transport and community transport</i></p> <p>Identify and work with a community transport organisation. The aims would be to (i) extend the reach and effectiveness of shared transport for community benefit, and (ii) use shared transport to extend the market reach of community transport.</p>	<p>Demonstrate the potential for shared transport to facilitate community transport.</p>	<ul style="list-style-type: none"> - Engage with community transport sector. - Research examples from existing models. 	<ul style="list-style-type: none"> - Work with community transport provider to identify appropriate schemes to extend the reach of shared transport. - Develop material to share best practice and learnings. 	<ul style="list-style-type: none"> - Communicate and engage with community transport sector to share best practice. 	<p>£ 1,000</p>
					<p>£ 12,000</p>

	Output and Outcomes	Quarterly Deliverables				Budget
3. Integrating Mobility						
<p><i>Shared transport in integrated ticketing</i></p> <p>We will continue to work to identify and broker opportunities to include shared transport into smart travel cards.</p> <p>Investigate examples of best practice and bring to Scottish audiences (i.e. Abellio, bus companies, Local Authorities etc) via regular attendance at working groups such as Chamber of Commerce.</p>	Build relationships to ensure shared transport is considered / included when developing smart travel cards.	<i>This work will commence in Q2.</i>	<ul style="list-style-type: none"> - Investigate examples of best practice. - Make contact with key stakeholders. 	<ul style="list-style-type: none"> - Arrange / attend meetings with stakeholders to discuss possibilities and how to implement best practice. 	<ul style="list-style-type: none"> - Continue to support the introduction of integrated ticketing. - Document progress of the project including any barriers to implementation 	£ 1,000
<p><i>Shared transport in MaaS</i></p> <p>We will become an active participant in the development of MaaS Scotland and other MaaS developments that may arise. We will (i) ensure that the role of shared transport is included in the design of MaaS, (ii) help to ensure that MaaS development leads to social and environmental benefit and (iii) aim to identify opportunities to include shared transport in a MaaS pilot or delivery project (if this becomes possible).</p>	Include shared transport in MaaS projects to maximise environmental and social benefits.	<ul style="list-style-type: none"> - Become a member of MaaS Scotland and build relationships with relevant organisations / groups. 	<ul style="list-style-type: none"> - Identify opportunities for including shared mobility within MaaS projects. - Delivery will be determined depending on projects. 	<ul style="list-style-type: none"> - Consider potential schemes to maximise environmental and social benefits for MaaS projects. 	<ul style="list-style-type: none"> - Develop business plans, as appropriate. 	£ 1,000
						£ 2,000

	Output and Outcomes	Quarterly Deliverables				Budget
4. Information and Best Practice						
<p>Continue to be the go-to organisation for sector information, guidance and expertise by providing:</p> <ul style="list-style-type: none"> • Informative, up-to-date resources on the shared transport sector, • Latest data on car club sector growth & locations, • Evidence on shared transport and behavioural change, • Policy benefits and outcomes of shared transport. <p>We will also develop an interactive data management system with user-friendly interface for sector metrics to enable access to up-to-date, manipulable data sets.</p>	<p>Provide robust, up-to-date data, knowledge and guidance on the shared transport sector to all audiences.</p>	<ul style="list-style-type: none"> - Publish quarterly car club statistical report. - Disseminate findings from Annual Survey of Car Clubs in Scotland. 	<ul style="list-style-type: none"> - Publish quarterly car club statistical report. - Review existing resources and produce schedule for producing and updating current material to include learnings from current workplan. 	<ul style="list-style-type: none"> - Publish quarterly car club statistical report. - Develop new materials as identified. - Disseminate new guidance through appropriate channels. 	<ul style="list-style-type: none"> - Publish quarterly car club statistical report. - Continual promotion of guidance. 	<p>£ 15,000</p>
						<p>£ 15,000</p>

	Output and Outcomes	Quarterly Deliverables				Budget
5. Evidence						
<p><i>Shared transport behaviour and impacts evidence base</i> Continue with light-touch survey of car sharing (car clubs) and bike sharing.</p>	<p>Impartial analysis of the car club & bike share sectors to help shape future direction and policy.</p>	<p><i>This work will start in Q2.</i></p>	<p>- Identify scope for survey, desired outcomes and best approach.</p>	<p>- Undertake survey of members and operators.</p>	<p>- Produce document to highlight key findings and trends. - Communicate key findings to stakeholders.</p>	<p>£ 20,000</p>
<p><i>Shared transport in new mobility</i> Contribute to the development of broader development of evidence base relating to new models of mobility (active travel, shared transport, public transport) with key partners: scale & growth, user types and motivations, outcomes & impacts.</p>	<p>Agree scope & methods for future-facing outcome evidence gathering that includes the impacts and enabling role of shared transport</p>	<p><i>This would start in Q2 when new staff are in place.</i></p>	<p>- Identify existing organisations engaging with new models of mobility and build partnerships.</p>	<p>- Assess, with partners, existing evidence base and identify priorities in respect of which new elements would best further the support for and uptake of these new models of mobility.</p>	<p>- Agree, with partners, scope and methods of relevant outcome evidence.</p>	<p>£ 4,000</p>
						<p>£ 24,000</p>

PART 2: PAYMENT OF GRANT

1. The total Grant of £358,769 shall be payable by the Scottish Ministers to the Grantee quarterly in arrears on receipt of a completed claim for Grant in the form set out in **Schedule 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.

2. The total Grant shall be payable over the financial year 2018-19. The Grant for each financial year has been allocated as follows:

	Costs April 18 - March 19
Direct Costs	£166,500
Non-direct Costs	£192,269
Total	£358,769

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: Carplus

Bank details:

Project: Making Shared Transport Work for Scotland

Total agreed grant for 2018-19: £358,769

Latest forecast of expenditure of grant for 2018-19:

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 09 March 2017 and the Schedules attached thereto.

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that will be made available on request to substantiate each amount.

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

Project: Developing Car Clubs in Scotland

This is to confirm that the grant claimed by Carplus 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 Carplus.

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.

CWSS ALLOCATION	2018-2019
Local Authority	£000's
Aberdeen City	313,000
Aberdeenshire	357,000
Angus	159,000
Argyll & Bute	119,000
Clackmannanshire	70,000
Dumfries & Galloway	204,000
Dundee City	202,000
East Ayrshire	166,000
East Dunbartonshire	146,000
East Lothian	142,000
East Renfrewshire	128,000
Edinburgh, city of	691,000
Eilean Siar	37,000
Falkirk	217,000
Fife	504,000
Glasgow City	837,000
Highland	320,000
Inverclyde	108,000
Midlothian	121,000
Moray	131,000
North Ayrshire	185,000
North Lanarkshire	462,000
Orkney	30,000
Perth & Kinross	205,000
Renfrewshire	239,000
Scottish Borders	156,000
Shetland	31,000
South Ayrshire	153,000
South Lanarkshire	432,000
Stirling	128,000
West Dunbartonshire	122,000
West Lothian	245,000
Total	7,360,000

Active Travel Team
Transport Policy

Victoria Quay, Edinburgh EH6 6QQ

||



**TRANSPORT
SCOTLAND**
CÒMHDHAIL ALBA

||

||

Cycling Scotland
24 Blythswood Square
Glasgow
G2 4BG

Date: 31 August
2018

Dear ||

CYCLING SCOTLAND – GRANT FUNDING 2018-19

Thank you for submitting your proposal for grant funding in financial year 2018-19

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Cycling Scotland, (“the Grantee”) a grant of up to £4,246,450 (four million, two hundred and forty six thousand, four hundred and fifty pounds) payable over the financial year 2018-19. This amount consists of both capital and resource funding, as detailed below:

Total allocation 2018/19	Revenue	Capital
£4,246,450	£2,596,450	£1,650,000

The projects are more particularly described under Purposes of the Grant in section 2.5 below, with funding per project outlined in Appendix A to Schedule 1. This grant is subject to the following terms and conditions:

1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in [Error! Reference source not found.](#) shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules confirm the

expected outputs and milestones for delivery, and release of funds. They form part of the Agreement and should be construed accordingly.

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

2. Purposes of the Grant

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

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

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

2.4 The main objectives / expected outcomes of the Grant are as in your proposal:

- Increase the number of people receiving cycle training including cycle awareness
- Increase the number of people given opportunities to walk and cycle
- Increase walking and cycling levels in schools, campuses, workplaces and communities
- Increase the diversity of organisations giving people access to cycling
- Raise awareness of, and engagement with, active travel delivery partners programmes and Cycling Scotland's programmes
- These outcomes reflect the cross-sector benefits that Active Travel can bring and the outcomes of the Active Travel Vision, CAPs, the National Walking Strategy and Scottish Government's Programme for Government

2.5 The targets / milestones against which progress in achieving objectives / expected outcomes shall be monitored are set out below. Cycling Scotland will report quarterly to Transport Scotland on these targets/milestones:

Outcome	Output	Milestones
Training - We will increase the number of people receiving cycle training	Play on Pedals total participation	2,500 by October 2018 7,500 by March 2019 (cumulative)
	Proportion of schools delivering on-road bikeability training	45% reported in October 2018 50% reported in October 2019
	Total number of pupils in bikeability training	38,000 reported in October 2018 42,000 reported in October 2019
	Adult Cycle training participants	Quarter 1: 350 Quarter 2: 900 Quarter 3: 1100

		Quarter 4: 1400 (cumulative)
Events and Road Safety - We will increase the number of people given opportunities to cycle	Pedal for Scotland participants	7,500 by September 2018
	People cycling due to funded programmes	Initial Impact report in October 2018 Full impact report in April 2019
Behaviour Change - We will fund increased cycling levels in schools, campuses, workplaces and communities	Number and Value of grant applications	100 grant applications by October 2018 200 grant applications received by April 2019, totalling £2.5m
	Number and Value of grants distributed	40 grants awarded by October 2018 100 grants awarded by April 2019, totalling £1.65m
	Match funding, including Value-in-Kind, across all programmes	£1.5m reported in October 2018 £2m reported in March 2019
Behaviour Change - We will increase the diversity of organisations giving people access to cycling	Range of organisations participating in behaviour change programmes (schools, workplaces, community and campus settings).	580 organisations reported in October 2018 680 organisations reported in March 2019
	People given access to bikes and associated skills	Initial Impact report in October 2018 Full impact report in April 2019
	Number of towns and cities reached by programmes	By October 2018: 50 By April 2019: 50
Promotion and Monitoring - We will raise awareness of, and engagement with, active travel delivery partners programmes and Cycling Scotland's programmes and work with active travel delivery partners to produce a joined up Communications approach, and work with Transport Scotland Communications team to advise Scottish Ministers of forthcoming engagements and promotional opportunities	Reach and Impressions through digital channels (social media, e-newsletters, website)	Quarter 1: 775,000 Quarter 2: 780,000 Quarter 3: 645,000 Quarter 4: 492,000 Total: 2,692,000
	Engagement through digital channels (social media, e-newsletters, website)	Quarter 1: 56,150 Quarter 2: 58,350 Quarter 3: 42,825 Quarter 4: 36,825 Total: 194,150
	Level of spontaneous cut-through of Give Everyone Cycle Space Campaign (recall of campaign and understanding of message)	39% (Reported in October 2018)

2.6 The eligible costs for which the Grant can be claimed are the direct costs as outlined in your proposal. The Scottish Ministers reserve the right to review the grant offer after 3 months to ensure the costs are realistic.

2.7 The eligible costs exclude:

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

3. Payment of Grant

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

3.2 The Grantee shall within 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.

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

5. Confidentiality and Data Protection

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

5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right

of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement

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

5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in 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 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

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

7.2 The Grantee shall promote all projects to partner organisations, networks of community organisations and volunteers.

7.3 The Grantee shall acknowledge Transport Scotland funding, and include the Transport Scotland logo, in all publicity material.

7.4 The Grantee shall submit, as a minimum, along with each quarterly report submitted, details of forthcoming activities or events which may be suitable for Ministers to attend.

8. Intellectual Property Rights

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

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

15. Governing Law

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

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

[]
Active Travel Team
Transport Scotland

GRANT ACCEPTANCE

On behalf of Cycling Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated [add date] 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

PART 1: THE PROJECT

Cycling Scotland will deliver the suite of projects as detailed below and as outlined in its document entitled “Cycling Scotland: Budget Proposal – 2018-19 & Beyond” and dated March 2018. Cycling Scotland will also adhere to the project funding requirements set out below unless otherwise agreed by Transport Scotland and Scottish Ministers.

Project Outline

Project, CAPS Action & Evaluations & Accreditations	<u>Setting</u> and Key Partners	2018/19 Funding Proposal	Capital Funding and Match funding (value-in-Kind)
Training: Delivering High Quality, National Standard Aligned Cycle Training at all life stages so people can cycle, easily, safely and confidently.			
Bikeability Scotland CAPS 7 <u>Annual data returns (September), QA review, 2017 Educational Outcome analysis, SCQF – accreditation & QA process, Cambridge Bikeability outcomes study, 2017 Wylie Lodge Delivery Model Review</u>	<u>Schools</u> Bikeability Scotland Delivery Group (Sustrans, Scottish Cycling, Cycling UK, Road Safety Scotland, Transport Scotland, Council Education Services, Outdoor Education services, Active Schools)	£980,267	Additional match funding from RTPs. LA input Value-in-Kind estimated at: £505,000
Early Years Cycling CAPS 14 (13) <u>Postcode Lottery Impact Report</u>	<u>Schools (Nurseries)</u> Rolled out with Play on Pedals Partnership: Cycling UK, Play Scotland and Bikes for Good	£80,792	Linked to Play Together on Pedals- new partnership project with Cycling UK. Match funding: £55,000
Practical Cycle Awareness & Learner Driver Training CAPS 9, 11, 16 <u>JAUPT Accredited Centre, Participant attitudes surveys, Heriot-Watt Evaluation of LDCAT</u>	<u>Workplaces & Public</u> Advisory Committee: Lothian Buses, CPT, SCOTS, RTPs, Edinburgh Council, Freight Transport Association	£30,000	Co-ordinated with Learner Drivers, funded through Road Safety Framework Fund.
Adult Cycle Training CAPS (12) <u>Annual data review, QA review, 2014 Pilot Evaluation by Progressive</u>	<u>Public</u> Retailer network, Cycling UK	£70,207	Total match funding estimated at £90,000
Behaviour Change and Expanding Opportunities: Encourage more people to cycle through delivering and extending our Cycle Friendly Programme and increasing access to bikes			
Cycle Friendly Communities CAPS 13, 14 <u>2014 Projects Evaluation</u>	<u>Communities</u> Cycling UK- Big Bike Revival Active Travel Hubs Stirling Cycle Hub	£314,000	Includes £200,000 Capital / £114,000 revenue
Access to Bikes CAPS 13, 14	<u>Public</u> Cycling UK, EST, Stirling Cycle Hub, BikePlus	0	EST leading on e-bikes, Local authorities on bike share with Bike Plus advice, CS on monitoring access to non e-bikes

Cycle Friendly Employer CAPS 15 <i>Bi-annual Big Count, Grant recipient monitoring reports, Progressive Evaluation</i>	<u>Workplaces</u> Paths for All Workplace Walking and SCSP, Living Streets, Sustrans Active Travel Champions, Forth Environment Link Employer Engagement	£1,110,323	Includes £1,000,000 Capital / £110,323 revenue
Cycle Friendly Campus CAPS 15 <i>Peter Brett Evaluation 2015, Monitoring by Institution</i>	<u>Campuses</u> Sustrans Active Travel Champions, Environmental Association of Universities and Colleges	£443,000	Includes £200,000 Capital / £243,000 revenue
Cycle Friendly Schools & Employability skills CAPS 14, 15 <i>Data Analysis against Hands Up Survey and Travel Tracker</i>	<u>Schools</u> Sustrans ibike network, Living Streets WalktoSchool,	£89,394	Includes £50,000 capital / £39,394 revenue
Events and Road Safety: Improving Safety for All People Cycling through Education, Encouragement and Engineering and promoting enforcement			
Pedal for Scotland CAPS 14 <i>Annual participant evaluation; 2015 Health and economic impact study</i>	<u>Public</u> Sustrans as event partner. STV Children's Appeal & Event Partners.	£339,467	£488,000 income & value-in-kind in 2017.
Bike Week 2018 CAPS 14	<u>Public</u> Cycling UK in rUK	£10,000	
Give Everyone Cycle Space CAPS 9 <i>Annual evaluation and focus group research</i>	<u>Public</u> Police Scotland, Road Safety Operational Partnership Group	£314,000	
Promotion and Monitoring: Communicating, co-ordinating, monitoring and evaluating the progress on everyday cycling across Scotland, in partnership with others:			
Communications and coordination CAPS 10, 12, 14, 15	<u>All settings</u> New comms network with active travel groups and Scottish Cycling, National Cycling Interests Group, CAPS Delivery Forum	£97,000	
Conference and Making Cycling Mainstream CAPS 10 <i>Annual Participant surveys. CPD accreditation of MCM</i>	<u>Stakeholders & Professionals</u> Active Travel Conference with Sustrans, Paths for All & Living Streets	£38,000	
Monitoring & Developing Cycling CAPS 18, 19 <i>Annual Monitoring Report</i>	<u>Stakeholders & Professionals</u> Sustrans, Paths for All (NWS monitoring), Living Streets	£330,000	Includes £200,000 Capital / £130,000 revenue £15,000 match funding
TOTAL		£4,246,450	Includes Capital £1,650,000.

PART 2: PAYMENT OF GRANT

1. The total Grant of £4,246,450 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **Schedule 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant (See Annex 1 for Payment variation schedule). This should not be paid in need of advance.
2. The total Grant shall be payable over the financial year 2018-19. 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: Cycling Scotland

Bank details:

Project

Total agreed grant for £4,246,450

Latest forecast of expenditure of grant for 2018-19:

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 09 March 2017 and the Schedules attached thereto.

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

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

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

* Note the total should add up to the total expenditure claimed for the period
SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Project:

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

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

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

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

“**Default**” means:

- (a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- (b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- (c) Any breach of any legislation; or
- (d) Any negligence or negligent or fraudulent miss-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents or representatives;

“**Financial Year**” means a period from 1 April in one year until 31 March in the next;

“**Grant**” means the grant offered by the Scottish Ministers to the Grantee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

“**Grantee**” means the person, organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the “Grantee” are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

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

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

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

PAYMENT SCHEDULE

Project Costs:	2018/19 Final			Q1 Claim £	Q2 Claim £	Forecast	Forecast	Total £
	£ Total	£ Revenue	£ Capital			Q3 Claim £	Q4 Claim £	
Cycle Friendly Schools/ Camps	89,394	39,394	50,000	22,348	22,348	22,348	22,350	89,394
Give Everyone Cycle Space	314,000	314,000	0	78,500	78,500	78,500	78,500	314,000
Cycle Friendly Employer	1,110,323	110,323	1,000,000	277,580	561,603	216,603	54,537	1,110,323
Cycle Friendly Communities	314,000	114,000	200,000	78,500	204,528	15,487	15,485	314,000
Bikeability Scotland	980,267	980,267	0	245,067	245,067	245,067	245,066	980,267
Early Years Cycle Training	80,792	80,792	0	20,198	20,198	20,198	20,198	80,792
Monitoring and Developing Cycling in Scotland	330,000	130,000	200,000	82,500	82,500	82,500	82,500	330,000
Making Cycling Mainstream	0	0	0	0	0	0	0	0
Corporate Communications	97,000	97,000	0	24,250	27,007	24,250	21,493	97,000
Cycling Scotland Conference	38,000	38,000	0	9,500	16,403	9,500	2,597	38,000
Bike Week	10,000	10,000	0	2,500	2,500	2,500	2,500	10,000
Training and Development	0	0	0	0	0	0	0	0
Pedal For Scotland	339,467	339,467	0	169,734	169,734	-1	0	339,467
Adult Cycle Training	70,207	70,207	0	17,552	17,552	17,552	17,551	70,207
Cycle Friendly Campus	443,000	243,000	200,000	110,750	246,628	60,750	24,872	443,000
PCAT	30,000	30,000	0	7,500	7,500	7,500	7,500	30,000
	4,246,450	2,596,450	1,650,000	1,146,479	1,702,068	802,754	595,149	4,246,450
		61%	39%	27%	40%	19%	14%	100%

Active Travel Team
Transport Policy

Victoria Quay, Edinburgh EH6 6QQ



Cycling Scotland
24 Blythswood Square
Glasgow
G2 4BG

Date: 29
October 2018

Dear []

CYCLING SCOTLAND – GRANT FUNDING 2018-19

Thank you for submitting your proposal for additional grant funding in financial year 2018-19 in respect of Practical Cycle Awareness Training.

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Cycling Scotland, (“the Grantee”) a grant of up to £70,125.00 (seventy thousand, one hundred and twenty five pounds) of resource funding payable over the financial year 2018-19.

The projects are more particularly described under Purposes of the Grant in section 2.5 below, with funding per project outlined in Appendix A to Schedule 1. This grant is subject to the following terms and conditions:

1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in Schedule 4 shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules confirm the expected outputs and milestones for delivery, and release of funds. They form part of the Agreement and should be construed accordingly.

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

2. Purposes of the Grant

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

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

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

2.4 The main objectives / expected outcomes of the Grant are as in your proposal.

This will enable :

- More PCV and LGV drivers to obtain Vulnerable Road User Awareness Training
- Increase in fleet operators committing to PCAT as CPD
- Increased access to adult cycle training, resulting in more drivers gaining skills and confidence to make trips by bike
- Increased access to bikes to support staff cycling

And will remove barriers to participation by:

- Smaller operators releasing multiple staff at once to participate in train at once
- cost barriers where alternative classroom-based CPC classes are cheaper

2.5 The targets / milestones against which progress in achieving objectives / expected outcomes shall be monitored are set out below. Cycling Scotland will report quarterly to Transport Scotland on these targets/milestones:

- | | |
|--|------------|
| • Appointment of project coordinator | Dec 2018 |
| • Promotion to and engagement of fleet operators | Feb 2019 |
| • Course scheduling | Jan 2019 |
| • Course delivery complete | April 2019 |
| • Pre-course evaluation | Feb 2019 |
| • Post-course evaluation | June 2019 |

2.6 The eligible costs for which the Grant can be claimed are the direct costs as outlined in your proposal. The Scottish Ministers reserve the right to review the grant offer after 3 months to ensure the costs are realistic.

2.7 The eligible costs exclude:

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

3. Payment of Grant

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

3.2 The Grantee shall within 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.

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

5. Confidentiality and Data Protection

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

5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any

restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement

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

5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in 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 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

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

7.2 The Grantee shall promote all projects to partner organisations, networks of community organisations and volunteers.

7.3 The Grantee shall acknowledge Transport Scotland funding, and include the Transport Scotland logo, in all publicity material.

7.4 The Grantee shall submit, as a minimum, along with each quarterly report submitted, details of forthcoming activities or events which may be suitable for Ministers to attend.

8. Intellectual Property Rights

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

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

9. Default and Recovery etc. of Grant

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

9.1.1 The Grantee commits a Default;

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

9.1.3 The Grantee fails to carry out the Project;

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

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

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

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

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

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

9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee's property, or circumstances arise

which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

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

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

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

10. Assignment

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

11. Termination

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

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

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

15. Governing Law

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

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date 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, 2F-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

□
Active Travel Team
Transport Scotland

GRANT ACCEPTANCE

On behalf of Cycling Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated 29 October 2018 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

PART 1: THE PROJECT

Cycling Scotland will deliver the additional suite of projects as detailed below and as outlined in its document entitled “Cycling Scotland: Budget Proposal – 2018-19 & Beyond” and dated March 2018. Cycling Scotland will also adhere to the project funding requirements set out below unless otherwise agreed by Transport Scotland and Scottish Ministers.

Project Outline

Cycling Scotland already supports LGV and PCV drivers to develop increased awareness of vulnerable road users and improved hazard perception through Practical Cycle Awareness Training (PCAT); this is a JAUPT accredited courses that counts for seven hours of Driver Certificate of Professional Competence (CPC) time, and also meets for requirements for fleet operators working towards FORS Silver level.

Cycling Scotland support more than 1,000 LGV and PCV drivers to undertake Practical Cycle Awareness Training every year. Four out of five participants agree that Practical Cycle Awareness Training gives professional drivers a much better understanding of bicycle users behaviour.

In addition to contributing to a safer environment for people cycling, PCAT has also shown to have a positive impact on the travel habits of participants. Following rollout of the programme City of Edinburgh Council reported that over 25% of trained drivers joined their Cycle to Work Scheme.

Existing funding:

Cycling Scotland work with delivery partners Recyke-A-Bike and Bike For Good to deliver Practical Cycle Awareness Training to fleet operators who are committed to developing a sustainable delivery model through in-house training. Currently we can support 22 days of delivery, with a direct reach of 528 drivers. The indirect reach is far greater, with organisations like Lothian Buses now rolling out training to 1,200 staff. To engage new operators, Cycling Scotland provides a tiered offer:

Fully funded opportunity: Cycling Scotland will partner with fleet operators who commit to embed Practical Cycle Awareness Training within in-house CPC training centres. We will provide support to develop and register your own course, support to train your CPC trainers as cycle instructors, and provide two days of free training to your drivers from our own expert instructors.

Subsidised offer: Cycling Scotland can provide training courses to operators delivering key public contracts including school-bus services for a reduced rate.

PART 2: PAYMENT OF GRANT

1. The total Grant of £70,125 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **Schedule 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant (See Annex 1 for Payment variation schedule). This should not be paid in need of advance.
2. The total Grant shall be payable over the financial year 2018-19. 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: Cycling Scotland

Bank details:

Project

Total agreed grant for £70,125

Latest forecast of expenditure of grant for 2018-19:

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 29 October 2018 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. Please state whether capital or resource funding

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

* Note the total should add up to the total expenditure claimed for the period
SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Project:

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

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

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

“Conditions” means these grant conditions;

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- (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);
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In all cases by either party, its employees, agents or representatives;

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“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;

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PAYMENT SCHEDULE

Project Costs:	2018/19 Final			Q1 Claim £	Q2 Claim £	Q3 Claim £	Q4 Claim £	Total £
	£ Total	£ Revenue	£ Capital					
Practical Cycle Awareness Training	70,125	70,125				35,125	35,000	70,125
	70,125	70,125				35,125	35,000	70,125
		100%				50%	50%	100%

Active Travel Team
Transport Policy

Victoria Quay, Edinburgh EH6 6QQ



**TRANSPORT
SCOTLAND**
CÒMHDHAIL ALBA



Cycling Scotland
24 Blythswood Square
Glasgow
G2 4BG

Date: 29
October 2018

Dear []

CYCLING SCOTLAND – GRANT FUNDING 2018-19

Thank you for submitting your proposal for additional grant funding in financial year 2018-19 in respect of Practical Cycle Awareness Training.

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The projects are more particularly described under Purposes of the Grant in section 2.5 below, with funding per project outlined in Appendix A to Schedule 1. This grant is subject to the following terms and conditions:

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- Increased access to adult cycle training, resulting in more drivers gaining skills and confidence to make trips by bike
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|--|------------|
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| • Promotion to and engagement of fleet operators | Feb 2019 |
| • Course scheduling | Jan 2019 |
| • Course delivery complete | April 2019 |
| • Pre-course evaluation | Feb 2019 |
| • Post-course evaluation | June 2019 |

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- Any overseas travel costs.

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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.

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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.

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

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5.1 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 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

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

7.2 The Grantee shall promote all projects to partner organisations, networks of community organisations and volunteers.

7.3 The Grantee shall acknowledge Transport Scotland funding, and include the Transport Scotland logo, in all publicity material.

7.4 The Grantee shall submit, as a minimum, along with each quarterly report submitted, details of forthcoming activities or events which may be suitable for Ministers to attend.

8. Intellectual Property Rights

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

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

9. Default and Recovery etc. of Grant

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

9.1.1 The Grantee commits a Default;

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

9.1.3 The Grantee fails to carry out the Project;

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

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

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

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

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

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

9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee's property, or circumstances arise

which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

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

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

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

10. Assignment

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

11. Termination

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

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

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

15. Governing Law

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

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date 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, 2F-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

[]
Active Travel Team
Transport Scotland

GRANT ACCEPTANCE

On behalf of Cycling Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated 29 October 2018 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

PART 1: THE PROJECT

Cycling Scotland will deliver the additional suite of projects as detailed below and as outlined in its document entitled “Cycling Scotland: Budget Proposal – 2018-19 & Beyond” and dated March 2018. Cycling Scotland will also adhere to the project funding requirements set out below unless otherwise agreed by Transport Scotland and Scottish Ministers.

Project Outline

Cycling Scotland already supports LGV and PCV drivers to develop increased awareness of vulnerable road users and improved hazard perception through Practical Cycle Awareness Training (PCAT); this is a JAUPT accredited courses that counts for seven hours of Driver Certificate of Professional Competence (CPC) time, and also meets for requirements for fleet operators working towards FORS Silver level.

Cycling Scotland support more than 1,000 LGV and PCV drivers to undertake Practical Cycle Awareness Training every year. Four out of five participants agree that Practical Cycle Awareness Training gives professional drivers a much better understanding of bicycle users behaviour.

In addition to contributing to a safer environment for people cycling, PCAT has also shown to have a positive impact on the travel habits of participants. Following rollout of the programme City of Edinburgh Council reported that over 25% of trained drivers joined their Cycle to Work Scheme.

Existing funding:

Cycling Scotland work with delivery partners Recyke-A-Bike and Bike For Good to deliver Practical Cycle Awareness Training to fleet operators who are committed to developing a sustainable delivery model through in-house training. Currently we can support 22 days of delivery, with a direct reach of 528 drivers. The indirect reach is far greater, with organisations like Lothian Buses now rolling out training to 1,200 staff. To engage new operators, Cycling Scotland provides a tiered offer:

Fully funded opportunity: Cycling Scotland will partner with fleet operators who commit to embed Practical Cycle Awareness Training within in-house CPC training centres. We will provide support to develop and register your own course, support to train your CPC trainers as cycle instructors, and provide two days of free training to your drivers from our own expert instructors.

Subsidised offer: Cycling Scotland can provide training courses to operators delivering key public contracts including school-bus services for a reduced rate.

PART 2: PAYMENT OF GRANT

1. The total Grant of £70,125 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **Schedule 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant (See Annex 1 for Payment variation schedule). This should not be paid in need of advance.
2. The total Grant shall be payable over the financial year 2018-19. 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: Cycling Scotland

Bank details:

Project

Total agreed grant for £70,125

Latest forecast of expenditure of grant for 2018-19:

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 29 October 2018 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. Please state whether capital or resource funding

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

* Note the total should add up to the total expenditure claimed for the period
SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Project:

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

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

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

“Conditions” means these grant conditions;

“Default” means:

- (a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- (b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- (c) Any breach of any legislation; or
- (d) Any negligence or negligent or fraudulent miss-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents or representatives;

“Financial Year” means a period from 1 April in one year until 31 March in the next;

“Grant” means the grant offered by the Scottish Ministers to the Grantee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

“Grantee” means the person, organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the “Grantee” are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

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

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

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

PAYMENT SCHEDULE

Project Costs:	2018/19 Final			Q1 Claim £	Q2 Claim £	Q3 Claim £	Q4 Claim £	Total £
	£ Total	£ Revenue	£ Capital					
Practical Cycle Awareness Training	70,125	70,125				35,125	35,000	70,125
	70,125	70,125				35,125	35,000	70,125
		100%				50%	50%	100%

Active Travel Team
Transport Policy

Victoria Quay, Edinburgh EH6 6QQ

||



**TRANSPORT
SCOTLAND**
CÒMHDHAIL ALBA

||

||

Cycling Scotland
24 Blythswood Square
Glasgow
G2 4BG

Date: 21 February 2019

Dear ||

CYCLING SCOTLAND – GRANT FUNDING 2018-19

Thank you for submitting your 3 additional proposals for grant funding in financial year 2018-19 in respect of the Rural Bikeability proposal, adult training evaluation and Social Housing developments partnership.

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Cycling Scotland, (“the Grantee”) a grant of up to £569,505.00 (five hundred and sixty nine thousand, five hundred and five pounds) payable over the financial year 2018-19. This amount consists of both capital and resource funding, as detailed below:

Total allocation 2018/19	Revenue	Capital
£569,505.00	£69,505.00	£500,000.00

The projects are more particularly described under Purposes of the Grant in section 2.5 below, with funding per project outlined in Appendix A to Schedule 1. This grant is subject to the following terms and conditions:

1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in **Schedule 4** shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.

- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules confirm the expected outputs and milestones for delivery, and release of funds. They form part of the Agreement and should be construed accordingly.
- 1.5 This Agreement shall not be varied except by an instrument in writing signed by both parties.

2. Purposes of the Grant

- 2.1 The Grant is made to enable the Grantee to carry out the Project.
- 2.2 The Grant shall only be used for the purposes of the Project and for no other purpose whatsoever.
- 2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.
- 2.4 The main objectives / expected outcomes of the Grant are as in your three proposals:

Bikeability

- Increased take up of Bikeability, with a target of 50-60 additional schools , subject to Local Authority input in one rural Local Authority (to be confirmed)
- This will be achieved by extending recent successful pilot that ran in Western Isles in Spring 2018 (where increase from 1 school to 21 schools delivering achieved)
- Schools will access centralised training days, ensuring access to bikes, experienced instructors and quality training environments giving pupils access to one intensive day of training, rather than progressive support.

Evaluation

- Commission further evaluation understand existing barriers to enable better market training opportunities. The evaluation will provide insight to:
 - Barriers to engaging with cycle training, through ISM study and focus groups to identify future pilots
 - Specific challenges in promoting cycle training and tackling inequalities
 - Impact of cycling training when delivered in areas with increasing investment in cycling infrastructure

Social Housing developments partnership

- Deliver a £500,000 Social Housing fund that will offer grant awards to constituted housing associations, with priority given to social housing in areas identified in high SIMD areas that will:
 - Offer funding of up to £15,000 per award that will benefit up to 35 areas.
 - Provide funding for a range of infrastructure including; secure cycle parking systems, as well as a full range of street furniture including; seating, access points, lighting, litter bins, bollards and planters.

- Be managed and distributed by a partnership of Cycling Scotland, Scottish Federation of Housing Associations, Sustrans Scotland and Living Streets Scotland as well as utilising communication channels of Housing Associations already engaged with ATDP programmes, and Shelter Scotland.
- Ensure Housing Associations demonstrate need be supported to deliver the most effective product for their location, taking responsibility for current and ongoing maintenance as part of a match-funding contribution.
- Allow eligibility for Tenant Management Services [Building Factors] for residential tenements

2.5 The targets / milestones against which progress in achieving objectives / expected outcomes shall be monitored are set out below. Cycling Scotland report quarterly to Transport Scotland on these targets/milestones:

Outcome	Output	Milestones
Behaviour Change - We will fund increased take up of Bikeability	Extension of recent successful pilot that ran in Western Isles in Spring 2018 to a further rural area targeting 50-60 additional schools	Identification of participating rural school clusters - March 2019
		Coordination appointment and related procurement – End March 2019
		Rural delivery – April to May 2019
		Draft evaluation report – end June 2019
		Follow up evaluation including post-course feedback – Sep 2019

<p>Behaviour Change - Understand existing barriers to adult cycle training to enable better market training opportunities</p>	<p>Evaluation report on barriers to cycle training</p>	<p>Perform a literature review around existing research on increasing reach of cycle training – March 2019</p>
		<p>Survey all Active Travel partners who utilise Cycling Scotland training products or resources, fund training or commission tutors/instructors to deliver training to clarify reach, target audiences and impact – March 2019</p>
		<p>Investigate what works well and what less well about existing practical and online cycle training resources and promotion– April 2019</p>
		<p>Identify barriers and opportunities for cycle training in different audiences through series of focus groups – May 2019</p>
		<p>Analyse data and provide recommendations report – June 2019</p>

Infrastructure – Constituted Housing Associations will provide a range of cycling infrastructure for residents to promote cycling	Delivery of a £500,000 Social Housing fund managed and distributed by a partnership of Cycling Scotland, Scottish Federation of Housing Associations, Sustrans Scotland and Living Streets Scotland.	Tbc
		Tbc

2.6 The eligible costs for which the Grant can be claimed are the direct costs as outlined in your proposal. The Scottish Ministers reserve the right to review the grant offer after 3 months to ensure the costs are realistic.

2.7 The eligible costs exclude:

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

3. Payment of Grant

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

3.2 The Grantee shall within 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.

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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.

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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.

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

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- 7.4 The Grantee shall submit, as a minimum, along with each quarterly report submitted, details of forthcoming activities or events which may be suitable for Ministers to attend.

8. Intellectual Property Rights

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

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

15. Governing Law

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

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date 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, 2F-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

[]
Active Travel Team
Transport Scotland

GRANT ACCEPTANCE

On behalf of Cycling Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated **21 February 2019** 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

PART 1: THE PROJECT

Cycling Scotland will deliver the additional suite of projects as detailed below and as outlined in its document entitled “Cycling Scotland: Budget Proposal – 2018-19 & Beyond” and dated March 2018. Cycling Scotland will also adhere to the project funding requirements set out below unless otherwise agreed by Transport Scotland and Scottish Ministers.

Project Outlines

1. BIKEABILITY

Background

Bikeability Scotland supports primary age school children to develop skills and confidence cycle on-road and is available to all primary schools. Over quarter-of-a-million Scottish children have participated since Bikeability Scotland was launched in 2011. The programme is delivered nation-wide, across 29 local authority areas, and is supported by over 2,000 trained instructors.

Bikeability Scotland has been proven to:

- Improve confidence
- Increase hazard awareness
- Develop active lifestyles

Evaluation commissioned by Cycling Scotland found that on-road Bikeability Scotland training resulted in “considerable improvement in pupils’ learning across cognitive, psychomotor and affective domains”, with significant alignment to curriculum for excellence outcomes.

Existing funding:

Currently 42% of schools offer on-road training. Through funding from Transport Scotland Cycling Scotland supports local authorities to deliver training, providing all areas access to training resources and instructor training. Local authorities can also apply for grant funding to deliver targeted increases in training. During 2018-19, 27 of 29 participating authorities expect to claim grant funding to provide additional coordination, instructor mentoring support, teacher cover and increased access to bikes.

Following external evaluation into the current delivery model, Cycling Scotland are leading the transition from a volunteer-led to a volunteer-supported scheme, including delivery pilots running parallel to the development of a strategy to tackle the numerous barriers slowing progress towards every child in every school having the opportunity to learn to cycle confidently on-road.

Additional funding:

Based on successful delivery of centralised training across Western Isles in Spring 2018 (that saw an increase from 1 school delivering to 21 schools) Cycling Scotland propose extending the pilot of this model in another representative rural area, targeting 50-60 additional schools, subject to Local Authority input. Schools would access centralised training days, ensuring access to bikes, experienced instructors and quality training environments. Pupils would have access to one intensive day of

training, rather than progressive support. Evaluation performed on a similar model in Midlothian found there were still significant training benefits and led to increased commitment from schools in the following year.

The projected costs of this programme are:

Instructor time for five-weeks delivery	£23,750
Travel and accommodation to rural locations	£17,755
Local Authority transport grant for schools	£5,000
Cycle fleet and van hire	£10,500
Project coordination and Evaluation	£2,500
Total	£59,505

2. ADULT TRAINING EVALUATION

Background

Cycling Scotland supports more than 10,000 adults per annum through different training courses aimed variously at supporting cycling, instructors and leadership skills. Cycling Scotland also promotes training to other road users, designed to support and improve the environment for cycling.

Since 2009, Cycling Scotland promoted adult cycle training in the workplace setting through the Cycle Commuter Course, with a reach of 100 people per year. In 2014 Cycling Scotland developed the Essential Cycling Skills brand to expand the reach, covering a range of resources, including practical cycling lessons, to encourage more adults to build skills and develop confidence when cycling. Cycling Scotland has established partnerships with 33 delivery outlets, including retailers, to promote training opportunities. The focus has been on making training easier to access for those who want it and promoting skills at the point of sale. However, uptake of practical training opportunities by those seeking to cycle more remains relatively low compared to other initiatives such as Practical Cycle Awareness Training for other road users.

Existing funding and Evaluation

Through funding from Transport Scotland, totalling £80,000 Cycling Scotland work with a number of partners to promote training opportunities. These include Cycle Friendly Service Centres, Campus Cycling Officers, retailers, and HGV/PCV fleet operators. Funding is split between promoting cycle training for other road users through the Practical Cycle Awareness Programme, and directly to people wishing to cycle through Essential Cycling Skills.

In an evaluation performed for Cycling Scotland in 2014, Progressive found that trained participants reported increased confidence and knowledge following training and would recommend to friends. Quantitative studies also showed that 84% believed training should be available via retailers.

Cycle Training UK, which was a highly regarded national standard delivery provider, reported that after training candidates make an average 2.2 trips by bike per week, up from 0.9 prior to training.

Evidence from a 2013 University of Sydney study shows that 74.1% of adult cycle training participants are more confident cycling, with 76% of non-cyclists reporting they were cycling 12 months later.

A 2014 monitoring report for Transport for London observed an 19% increase in cycling frequency three months after training, which was higher among women (22%).

Additional Evaluation:

With additional funding of £10,000 Cycling Scotland, we intend to commission further evaluation to gain better insights to the following:

- Barriers to engaging with cycle training, through ISM study and focus groups to identify future pilots
- Specific challenges in promoting cycle training and tackling inequalities
- Impact of cycling training when delivered in areas with increasing investment in cycling infrastructure
- Impact of virtual cycle training resources vs the impact of established practical cycle training resources

3. Improved Cycling & Walking Facilities for Social Housing developments

Background

- A Social Housing fund to be made available to constituted housing associations, with priority given to social housing in areas identified in high SIMD areas.
- Funding would be offered with indicative funding of £15,000 per award and could benefit up to 35 areas.
- The grant award could provide options of a range of related infrastructure including; secure cycle parking systems, as well as a full range of street furniture including; seating, access points, lighting, litter bins, bollards and planters.
- Sustrans and Cycling Scotland previously delivered a 2014 Legacy Cycle Parking initiative together and the same approach would be taken.

Outline Proposal

- The £500,000 fund would be launched in February 2019
- Funding would be managed and distributed by a partnership of Cycling Scotland, Scottish Federation of Housing Associations, Sustrans Scotland and Living Streets Scotland as well as utilising communication channels of Housing Associations already engaged with ATDP programmes, and Shelter Scotland.
- Housing Associations would demonstrate need and be supported to deliver the most effective product for their location, taking responsibility for current and ongoing maintenance as part of a match-funding contribution.
- Tenant Management Services [Building Factors] for residential tenements would be eligible to apply with priority given to areas of greatest need
- Follow up community engagement from ATDPs and associated supported organisations.

Process

- Financed by Transport Scotland, a competitive capital grant fund would be administered by Cycling Scotland, with successful applicants awarded by SFHA.
- Grant applicants would access support from Living Streets auditor to inform application and provide recommendations as well as obtaining advice and support from Cycling Scotland, SFHA and Sustrans.
- Grant beneficiaries would be signposted to further engagement opportunities through Cycle Friendly Communities and Employer funding as well as Sustrans Communities and Community Links programmes, Living Streets, EST ebike grant scheme and related activities.

PART 2: PAYMENT OF GRANT

1. The total Grant of **£569,505.00** shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **Schedule 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant. This should not be paid in need of advance.
2. The total Grant shall be payable over the financial year 2018-19. 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: Cycling Scotland

Bank details:

Project: Bikeability, Evaluation, Housing Association infrastructure

Total agreed grant for £569,505.00

Latest forecast of expenditure of grant for 2018-19:

Grant claimed to date:

Claim for grant:

We hereby claim grant of £569,505.00 in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 21 September 2018 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. Please state whether capital or resource funding

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

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

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Project:

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

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

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

“Conditions” means these grant conditions;

“Default” means:

(a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);

(b) Any failure to perform or the negligent performance of any obligation under this Agreement;

(c) Any breach of any legislation; or

(d) Any negligence or negligent or fraudulent miss-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents or representatives;

“Financial Year” means a period from 1 April in one year until 31 March in the next;

“Grant” means the grant offered by the Scottish Ministers to the Grantee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

“Grantee” means the person, organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the “Grantee” are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

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

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

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

Active Travel Team
Transport Policy

Victoria Quay, Edinburgh EH6 6QQ

||



**TRANSPORT
SCOTLAND**
CÒMHDHAIL ALBA

||

||

Cycling Scotland
24 Blythswood Square
Glasgow
G2 4BG

Date: 21
September
2018

Dear ||

CYCLING SCOTLAND – GRANT FUNDING 2018-19

Thank you for submitting your proposal for additional grant funding in financial year 2018-19 in respect of the Cycle Friendly Fund (Campus and Community).

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Cycling Scotland, (“the Grantee”) a grant of up to £234,680.87 (two hundred and thirty four thousand, six hundred and eighty pounds, eighty seven pence) payable over the financial year 2018-19. This amount consists of both capital and resource funding, as detailed below:

Total allocation 2018/19	Revenue	Capital
£234,680.87	£168,300.82	£66,380.05

The projects are more particularly described under Purposes of the Grant in section 2.5 below, with funding per project outlined in Appendix A to Schedule 1. This grant is subject to the following terms and conditions:

1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in [Error! Reference source not found.](#) shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph,

subparagraph or schedule of these Conditions. The schedules confirm the expected outputs and milestones for delivery, and release of funds. They form part of the Agreement and should be construed accordingly.

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

2. Purposes of the Grant

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

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

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

2.4 The main objectives / expected outcomes of the Grant are as in your proposal:

- Increase the number of people given opportunities to cycle at Higher Education Campuses by recruiting 8 additional Campus Cycling Officers (CCO) who will support the Sustainability, Health & Wellbeing, Estates teams and/or the Students Association (or other relevant department) in delivering cycling projects and activities aimed at getting staff and students travelling by bicycle.
- With support from a mentor, the CCO will be put in charge of a small budget and tasked with the responsibility of designing, planning, implementing and evaluating a cycling project.
- Increase the diversity of organisations giving people access to cycling through awards of 8 additional grants to encourage and support community groups across Scotland to take a leading role in ensuring that anyone, anywhere can enjoy the benefits of cycling.
- These outcomes reflect the cross-sector benefits that Active Travel can bring and the outcomes of the Active Travel Vision, CAPs, the National Walking Strategy and Scottish Government's Programme for Government

2.5 The targets / milestones against which progress in achieving objectives / expected outcomes shall be monitored are set out below. Cycling Scotland will report quarterly to Transport Scotland on these targets/milestones:

Outcome	Output	Milestones
Behaviour Change - We will fund increased cycling levels in campuses	Eight additional Campus Cycling Officers (CCO) to be recruited to support the Sustainability, Health & Wellbeing, Estates teams and/or the Students Association (or other relevant department) in delivering cycling projects and activities aimed at getting staff and students travelling by bicycle.	Induction – CPD training in Making Cycling Mainstream Planning & design securing understanding of infrastructure – August 2018 COMPLETE
		Induction – Introduction to Sustrans Community Links and Links + funding – August 2018 COMPLETE
		Grant funding - submissions to CF campus dev grant fund with outcome available in December 2018
		Review to capture ATDP activity through reports in March 2018
Behaviour Change - We will increase the diversity of organisations giving people access to cycling	Eight additional grants to encourage and support community groups across Scotland to take a leading role in ensuring that anyone, anywhere can enjoy the benefits of cycling.	CF Communities award launch in mid-October 2018
		A six monthly progress report is due in April 2019 with final report to be submitted October 2019
		CF Communities funded groups will receive the Cycle Friendly Communities award upon successful delivery of project October 2019
		with final report to be submitted October 2019

2.6 The eligible costs for which the Grant can be claimed are the direct costs as outlined in your proposal. The Scottish Ministers reserve the right to review the grant offer after 3 months to ensure the costs are realistic.

2.7 The eligible costs exclude:

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

3. Payment of Grant

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

3.2 The Grantee shall within 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.

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

5. Confidentiality and Data Protection

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

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

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

5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the

amount of grant) in 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 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

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

8. Intellectual Property Rights

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

9. Default and Recovery etc. of Grant

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

- 9.1.1 The Grantee commits a Default;

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

9.1.3 The Grantee fails to carry out the Project;

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

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

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

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

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

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

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

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

9.5 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is

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

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

10. Assignment

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

11. Termination

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

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

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

15. Governing Law

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

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date 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, 2F-

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

[]
Active Travel Team
Transport Scotland

GRANT ACCEPTANCE

On behalf of Cycling Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated 21 September 2018 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

PART 1: THE PROJECT

Cycling Scotland will deliver the additional suite of projects as detailed below and as outlined in its document entitled “Cycling Scotland: Budget Proposal – 2018-19 & Beyond” and dated March 2018. Cycling Scotland will also adhere to the project funding requirements set out below unless otherwise agreed by Transport Scotland and Scottish Ministers.

Project Outline

Project, CAPS Action & Evaluations & Accreditations	<u>Setting</u> and Key Partners	2018/19 Funding Proposal	Capital Funding and Match funding (value-in-Kind)
Behaviour Change and Expanding Opportunities: Encourage more people to cycle through delivering and extending our Cycle Friendly Programme and increasing access to bikes			
Cycle Friendly Communities CAPS 13, 14 <u>2014 Projects Evaluation</u>	<u>Communities</u> Inverkip Community Hub, Outfit Moray, HOPE Amplified, Glenboig Neighbourhood House, Bikeworks Fife, Easterhouse Pheonix, Yipworld, Dundee International Women’s Centre	£94,424.87	Includes £66,380.05 Capital / £28,044.82 revenue
Cycle Friendly Campus CAPS 15 <u>Peter Brett Evaluation 2015,</u> <u>Monitoring by Institution</u>	<u>Campuses</u> Kelvin College, University of West of Scotland/ West College Scotland, University of Aberdeen, QMU, Napier University, University of Edinburgh, South Lanarkshire College, University of Strathclyde	£140,256.00	Includes £140,256.00 revenue
TOTAL		£234,680.87	Includes Capital £66,380.05

PART 2: PAYMENT OF GRANT

1. The total Grant of £234,680.87 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **Schedule 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant (See Annex 1 for Payment variation schedule). This should not be paid in need of advance.
2. The total Grant shall be payable over the financial year 2018-19. 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: Cycling Scotland

Bank details:

Project

Total agreed grant for £234,680.87

Latest forecast of expenditure of grant for 2018-19:

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 21 September 2018 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. Please state whether capital or resource funding

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

* Note the total should add up to the total expenditure claimed for the period
SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Project:

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

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

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

“Conditions” means these grant conditions;

“Default” means:

(a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);

(b) Any failure to perform or the negligent performance of any obligation under this Agreement;

(c) Any breach of any legislation; or

(d) Any negligence or negligent or fraudulent 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.

PAYMENT SCHEDULE

Project Costs:

	2018/19 Final			Q1 Claim £	Q2 Claim £	Q3 Claim £	Q4 Claim £	Total £
	£ Total	£ Revenue	£ Capital					
Cycle Friendly Campus	140,256	140,256				70,128	70,128	140,256
Cycle Friendly Communities	94,424.87	28,044.82	66,380.05			47,212.87	47,212	94,424.87
	234,680.87	168,300.82	66,380.05			117,340.87	117,340	234,680.87
		72%	28%			50%	50%	100%