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CoMoUK
Thorn House
5 Rose Street
Edinburgh
EH2 2PR

30/04/2019

Dear □

OFFER OF GRANT FOR COMOBILITY PROGRAMME 2019/20

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to CoMoUK (“the Grantee”) a grant of up to £359,870 STERLING, payable over the financial year 2019/20 in connection with the Comobility Programme, which is more particularly described in Part 1 of **SCHEDULE 1** (“the Programme”) and subject to the following terms and conditions:

1. Definitions and Interpretation

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

2. Purposes of the Grant

- 2.1 The Grant is made to enable the Grantee to carry out the Programme.
- 2.2 The Grant shall only be used for the purposes of the Programme and for no other purpose whatsoever.

- 2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.
- 2.4 The main objectives/expected outcomes of the Grant are:
- Offer support and advice to 20 locations to encourage development of shared transport
 - Delivery of a new comobility engagement and behaviour change campaign
 - Produce marketing materials and final evaluation to increase the awareness of shared transport
 - Delivery of 6 comobility forums covering bike share and comobility
 - Support delivery of 2 new community shared transport schemes
 - Development and delivery of a rural shared transport demonstrator project
 - Develop 3 shared transport case studies, including, community based study to support sharing of best practice
 - Produce a Scotland Specific Annual Car Club Members Survey for 2019/20
- 2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are:
- Launch comobility engagement and behaviour change campaign by August 2019
 - Identify 2 communities to develop new transport schemes by August 2019
 - Develop and deliver business plan for rural shared transport demonstrator project by August 2019
 - Scotland Specific Annual Car Club Members Survey – by March 2020
 - Develop 3 shared transport case studies, including, community based study to support sharing of best practice by March 2020
 - Evaluation report on project objectives and impact – by end September 2020
- 2.6 The eligible costs for which the Grant can be claimed are:
- Programme delivery costs of £107,000
 - Staffing and non-direct costs of £252, 870
- 2.7 The eligible costs exclude:
- Any Value Added Tax (VAT) reclaimable by the Grantee
 - Travel and subsistence costs which do not relate to project delivery
 - Any overseas travel costs

3. Payment of Grant

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **SCHEDULE 1** attached.
- 3.2 The Grantee shall within one month following the end of each financial year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **SCHEDULE 3**. The statement shall be signed by the Grantee's
- 3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably required by the Grantee in

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

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

4. Inspection and Information

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

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

5. Confidentiality and Data Protection

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Programme.
- 5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the Programme.
- 5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

6. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds during the lifetime of the asset. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1000

7. Publicity

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

- 7.2 The Grantee shall acknowledge Transport Scotland funding, and include the Transport Scotland logo, in all relevant publicity material.
- 7.3 The Grantee shall ensure that the website profile relating to CoMoUK funds is customer focussed and that all information, guidance and advice related to the programme is fully accessible, with appropriate signposting to relevant funding and support via delivery partner websites, as necessary.
- 7.4 The Grantee shall produce media that engages with their partners and contact networks, including: case studies, guidance documents and marketing materials.

8. Intellectual Property Rights

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

9. Default and Recovery etc. of Grant

- 9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:
- 9.1.1 The Grantee commits a Default;
 - 9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;
 - 9.1.3 The Grantee fails to carry out the Programme;
 - 9.1.4 In the Scottish Ministers' opinion, the progress on the Programme is not satisfactory; or
 - 9.1.5 In the Scottish Ministers' opinion, the future of the Programme is in jeopardy.
- 9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their legal obligations Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time in accordance with law.
- 9.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:
- 9.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or

the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

- 9.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or
- 9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

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

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

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

10. Assignation

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

11. Termination

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

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

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

15. Governing Law

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

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

Yours sincerely

[]

[]

30/04/2019

GRANT ACCEPTANCE

On behalf of CoMoUK I accept the foregoing offer of Grant by the Scottish Ministers 30/04/19 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that CoMoUK is solvent. I confirm that I hold the relevant signing authority.

Signed:

«Director/Company Secretary/Authorised Signatory»

Print Name:

Position in Organisation of Person Signing:

Date: [Click here to enter a date.](#)

Place of Signing:

Signed:

«Witness»

Witness Name:

Address:

Date: [Click here to enter a date.](#)

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT/PROGRAMME

To deliver the Comobility Programme in 19/20.

CoMoUK will lead the delivery and development of the Comobility Programme 2019/20, working in partnership with public and private sector to increase the number and use of shared transport options across Scotland. Activities supported by the grant in 19/20 will be focussed in the following areas;

- Inclusion of co-mobility in national and regional policy frameworks
- Engagement with key stakeholders, measured through enquires, meetings, attendance at events, membership and accredited operators
- A growth in the number of co-mobility schemes
- The positive impacts of schemes demonstrated CoMoUK and external research projects
- The number of organisations choosing to align with the “Good Mobility Principles”
- The response to behavioural change and awareness raising campaigns and people using car clubs, bike share and ride share and any other modes of shared transport such as micro-mobility and demand responsive services

Programme milestones are detailed in full in the following work plan submitted by CoMoUK on 28 March 2019, set out below.

Schedule of reporting deadline:

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

Output & outcomes		Quarterly Deliverables				Budget
1. Leadership, best practice and strategic promotion		Qtr 1	Qtr 2	Qtr 3	Qtr 4	
<p>1.1 Bespoke shared mobility design support Help nurture place tailored design of integrated shared mobility by pro-actively engaging with, and advising, a wide range of organisations. This advice will include guidance on different business and operational models, making the case to decision makers, partnership development, procurement options and exploring funding opportunities. This work will also include providing best practice advice to organisations applying for funding through third parties to maximise outcomes from the projects. CoMoUK will continue to be the go-to organisation for sector information, guidance and expertise though communicating information and evidence on the benefits and impacts of shared transport, providing bespoke guidance and advice on setting up shared transport services, and sharing case studies and best practice from UK and overseas.</p>	<p>Advice for 20 locations to encourage development of co-mobility transport as part of locally relevant mobility offer.</p>	<p>'- Create a stakeholder engagement plan to ensure all opportunities are explored and CoMo are engaging with the right people. Engaged with and provided initial advice to minimum of 4 locations.</p>	<p>'- Continue to engage with existing contacts to provide advice where required. - Engage and advise 6 new locations.</p>	<p>'- Continue to engage with existing contacts to provide advice where required. - Engage and advise 6 new locations.</p>	<p>'- Continue to engage with existing contacts to provide advice where required. - Engage and advise 4 new locations. - Document relevant learnings and highlight examples which could be used for case studies in the future.</p>	<p>£6,500</p>
<p>1.2 Co-mobility engagement and behaviour change campaign Run an awareness campaign to increase the public's understanding of what shared transport is and get people to think about how they travel. The campaign will highlight the benefits of shared transport with the aim of encouraging the public to make positive behavioural changes. The campaign will be a pilot in Glasgow, supporting the Low Emission Zone.</p>	<p>'100 new users of shared transport, plus increase in general awareness of shared transport options.</p>	<p>'- Design the chosen concept - Plan campaign - Assess pre-campaign awareness level</p>	<p>'- Launch campaign - Set-up evaluation tools for campaign (fortnightly monitoring) - Enhance campaign where needed from evaluations</p>	<p>'- Evaluate and enhance campaign</p>	<p>'- Final campaign evaluation - Assess post-campaign awareness levels - Next steps for campaign</p>	<p>£32,000</p>
<p>1.3 Co-mobility marketing support Continue to increase awareness of shared transport, marketing toolkits will be produced to support organisations who are keen to develop their shared transport offering. This will include Housing Associations (in particular Plugged-in Household awardees),</p>	<p>3 marketing toolkits used by minimum of 25 organisations to promote their shared transport offering.</p>	<p>'- Design and create content for toolkits - Feedback from select members</p>	<p>'- Launch 2 toolkits - Promotion of toolkits to organisations</p>	<p>'- Evaluate the reach and use of toolkits - Enhance promotion</p>	<p>'- Final evaluation - Collate feedback from those who</p>	<p>£10,000</p>

This is the schedule referred to in the forgoing Offer of Grant dated: [Click here to enter a date.](#)

community groups who are keen to expand or start a community car club, local authorities setting up schemes, and workplaces wanting to promote services to staff. The toolkits will consist of marketing guidance and case studies, and posters, flyers and social media banners which will be customisable. Support will also be offered for events including for Plugged-in Households awardees to launch their car clubs.		of audience on the toolkits - Launch 1 toolkit	- Set-up evaluation tools for use of toolkits	and use of toolkits	have used toolkits - Next steps for marketing support	
1.4 Co-mobility Forum Co-mobility forums will bring different stakeholders together to share knowledge and help be a catalyst for new car club and access to bike schemes. The Forum will troubleshoot challenges, share innovations and experiences from the co-mobility sector. One forum will be aimed at Island and Highland communities.	Quarterly bike share specific forums, along with 2 co-mobility forums to facilitate sharing of best practice.	'- 1 co-mobility forum (bike specific)	'- 2 co-mobility forums (1 bike)	'- 2 co-mobility forums (1 bike)	'- 1 co-mobility forums (bike specific) - Evaluate success of forums via feedback from attendees.	£5,000
1.5 Embedding shared transport into the planner/development sector Continue work to influence and engage with planners to raise awareness of the role and benefits of shared transport in property development. This will focus on open market property development as well as social housing. The aim of this work is for shared transport to be included in specific development plans as a tool for re-shaping place design. Engagement will be supported through developing case studies, presenting at relevant events, influencing decision makers and publishing articles as well as running the CPD course aimed at planners.	Increased understanding of shared transport within planning sector with aim of it being included when planning place.	'- Promote STfP course - Monitor update of course - Identify opportunities within the sector	'- Publish case study - One article in an industry publication - Continue engagement with sector	'- Present at one industry event - Continue engagement with sector	'- Continue to promote and engage with sector - Evaluate impact from work within planning sector	£6,500
						£60,000
2. Project innovation and delivery						
2.1 Community led feasibility and implementation support Support stakeholders, including local authorities, community transport organisations and community groups, to help guide the development of sustainable business models and implementation of new schemes. Directly support at least one local authority and one community organisation, securing backing of key stakeholders and supporting a plan for taking the proposal forward proposal. This may include assisting with identifying bays, TRO process and liaising with	Support the setup of 2 new shared transport schemes.	'-Recruit Development Officer - Engage with potential stakeholders to offer support	'- Work with 2 stakeholders to help plan and develop schemes - Develop supporting guidance which can be shared	'- Continue to work with stakeholders to help get scheme to point of launching	'- Schemes launched or at a position where they will launch shortly - Document all learning and	

<p>the operator, pre-launch promotional work and designing a strategy for on-going promotion. The learning will be shared with other stakeholders and the wider sector to accelerate best practice and project development.</p>			with all interested parties	- Develop supporting guidance which can be shared with all interested parties	best practice from work - Evaluate impact from support	
<p>2.2 Rural multi-modal shared transport demonstrator project support Support a rural community and tourist destination with associated transport providers, to develop and deliver a project for providing shared transport services (cars, bikes and rides) to local residents, businesses and visitors, that complements existing transport services. The potential to bring together all mobility options into a single platform accessed via a MaaS platform, will also be explored. The aim is to increase the provision, choice and take up of shared transport services to encourage modal shift, social inclusion and greater use of existing public transport services and active travel. The demonstrator project will be used to share best practice and support other areas to establish similar schemes. The work will include engagement of partners and stakeholders (including communities delivering complementary projects), establishing a local working group, exploring the current feasibility (issues, barriers, opportunities), developing a long term sustainable business plan (including future funding options), setup of services and investigating the feasibility of creating a branded, integrate, one stop booking and billing platform.</p>	<p>A project to demonstrate how shared transport can be used in rural areas with high tourism, to improve mobility choices for residents, business and tourists, and alleviate the impact of dependence on private car use.</p>	<p>'- Engage with key stakeholders to get their input - Establish a working group of willing partners - Develop project with understanding of user cases - Develop a business plan for delivering the demonstrator with input from working group (including long term funding opportunities) - Explore funding and feasibility for digital integration of project elements</p>	<p>'- With working group members, manage setting up of project, as per business plan - Support applications for operational funding, where applicable</p>	<p>'- Continue to manage set up of project - Manage launch of project</p>	<p>'- Launch demonstrator project - Continue to support for project to ensure sustainability - Evaluate the uptake and impact from the project</p>	<p>£25,000</p>
<p>2.3 Community car club telematics and back office solutions Research into what back office solutions are available which offer the service that community car clubs require (booking, payment and management), or whether a combination of available solutions can be brought together to offer an effective, affordable solution.</p>	<p>Guidance document giving overview of available software, with suggested solutions, for community car clubs.</p>	<p>'- Consultation with existing community car clubs to get a full understanding of</p>	<p>'- Desktop research into what is currently available</p>	<p>'- Document findings from work and provide guidance and</p>	<p>'- Evaluate work to gauge it's impact and assess whether further</p>	

This is the schedule referred to in the forgoing Offer of Grant dated: [Click here to enter a date.](#)

		what their requirements are	- Speak with software providers	suggested solutions - Feed findings back to relevant stakeholders	support is needed	
						£25,000
3. Research and evidence						
3.1 Case studies and dissemination Providing best practice leadership to key decision makers. Disseminating case studies of development work in three contexts; communities (urban & urban fringe), workplaces and renewables.	An evidence base of case studies to support sharing of best practice.	'- Develop 2 case studies - Identify appropriate channels for dissemination	'- Develop further cases study - Disseminate case studies through Forum and other channels	'- Continue to promote case studies to increase sharing of best practice	'- Evaluate impact of disseminated information and ascertain if any gaps in information.	£2,000
3.2 Scotland specific Annual Car Club Survey analysis Annual survey to gather data from car club members on the impacts of car clubs across Scotland. This would will include further analysis of the sector to understand to what extent changes in the amount members' drive after joining is because of the car club and to what extent this is due to changes in personal circumstances, and a comparison of the impacts in rural and urban areas.	Report on car club members in Scotland	'- Determine requirement from survey - Appoint consultants to carry out survey	'- Work with consultants to ensure survey and findings met requirements and delivered on time	'Work with consultants to ensure survey and findings met requirements and delivered on time	'- Disseminate findings from the report - Use findings to shape future programme	£20,000
						£22,000
Staffing and non-direct costs (see Staffing & non-direct costs worksheet)						
Dedicated staff: 4.5 FTE staff based in Scotland, with support from core staff, to deliver the specific work outlined above.		'- Recruit Development Officer (DO) - DO starts new role				£173,445
Core staff support						£52,475
Non-staff costs						£26,950
Grand Total						£359,870

Monitoring and Evaluation

A workplan will be submitted to Transport Scotland in the first quarter. The overall Programme outputs will be measured and reported to Transport Scotland in the form of quarterly reports with meetings to discuss progress updates on each project in accordance with the work plan with an annual report culminating the fourth quarter.

A final evaluation report will evaluate outcomes and key learning. Impacts will be monitored in line with the outcomes for each individual project as the deliverables vary significantly. Feedback will be collected from operators, local authorities, community groups as to the extent of the impact achieved by the advice and support.

Risk and Mitigation Planning

The high-level risks that have been identified are summarised in the table below:

Risk	Mitigation Plan
Recruitment of Development Officer – potential for delays in recruitment process.	The work plan for this member of staff will commence in Quarter 2.
Staff turnover	The team is now more settled compared with early 2018/19. CoMoUK will work on engagement through bi-weekly meetings and offering flexibility for staff to maintain the current team of experts.
Securing project partners for <i>Rural shared transport pilot support</i>	If the project is unsuccessful in securing partners, the work area will focus on developing shared mobility solutions for employers and community transport organisations to develop shared mobility solutions with partners such as community transport organisations as identified in Community led feasibility and implementation support.

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £359,870 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 2019/20. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a quarterly profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the Programme shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. Each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Programme since the submission by it of the last claim for an instalment of the Grant.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee has reasonably and properly incurred in connection with the Programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 weeks of receiving a claim and any required documentation and information relevant to the claim.
7. In order to facilitate the accrual of expenditure of the Grant for the financial year the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 15 April the amount of the Grant actually expended up to and including 31 March.

SCHEDULE 2

GRANT CLAIM FORM

Organisation: CoMoUK

Bank details:

Project: Comobility Programme 19/20

Total agreed grant for:

Latest forecast of expenditure of grant for:

Grant claimed to date:

Claim for Grant for the period from _____ to _____

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

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

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

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

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

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Comobility Programme 2019/20

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

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

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

“Conditions” means these grant conditions;

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

“Default” means:

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

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

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

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

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

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

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

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

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[]

[]
[]
Cycling Scotland
24 Blythswood Square
Glasgow
G2 4BG

30 May 2019

Dear []

CYCLING SCOTLAND – GRANT FUNDING 2019-20

Thank you for submitting your proposal for grant funding in financial year 2019-20

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 £4,585,443 (four million, five hundred and eighty five thousand, four hundred and forty three pounds) payable over the financial year 2019-20. This amount consists of both capital and resource funding, as detailed below:

Total allocation 2019/20	Revenue	Capital
£4,585,443	£2,595,443	£1,990,000

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 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:
- Increase the number of people receiving cycle training (including driver awareness training);
 - Increase the number of people given access to bikes and the opportunities to cycle;
 - Increased funding for facilities and increased cycling levels in schools, campuses, communities, workplaces and businesses;
 - Increase the diversity of organisations giving people access to cycling;
 - Raised awareness of, and engagement with, cycling, active travel and Cycling Scotland's programmes.
 - Ensure the investment in cycling and active travel helps tackle inequalities and that anyone, anywhere can benefit from cycling; priority consideration to be given to projects requesting funding that seek to help tackle poverty, reduce inequality and build a fairer and more inclusive Scotland.
- 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:

Training: Delivering High Quality, National Standard Aligned Cycle Training at all life stages so people can cycle, easily, safely and confidently.

Bikeability Scotland - CS ambition is for every child in every school in Scotland to have the opportunity to learn to cycle safely and confidently on-road. Cycle training delivers this essential life skill to children in a safe and secure environment. The training is delivered over three levels, with most focus on level two and the skills needed to cycle safely and confidently on roads.

Key Outcomes:

- Cycling Scotland will increase the number of children receiving cycle training in a safe school environment
- More children develop life skills through greater confidence and ability to make safer decisions when cycling

Milestones:

Proportion of schools delivering on-road bikeability training

- 47% reported in October 2019
- 52% reported in October 2020

Total number of pupils in bikeability training

- 40,000 reported in October 2019
- 42,000 reported in October 2020

Outputs for 2019/20: Cycling Scotland is committed to promoting Bikeability as a life skill that all school pupils should have access to.

- Cycling Scotland will deliver on the strategy being developed, including in response to the recommendations from the Wyllie Lodge evaluation report into Bikeability deliver. This includes:
 - Identifying and building instructor capacity to ensure more schools can deliver Level 2 onroad training;
 - Updating instructor training programmes for 500 teaching staff and volunteers to enable greater engagement;
 - Developing operating procedures for suppliers, schools and local authorities;
 - Building online tools to support scheduling and monitoring;
 - Tracking participating schools by Free School Meal data;
 - Tackling barriers to universal roll-out of training;
- Administer the national standard Bikeability Scotland training programme for all Scottish local authorities and schools, including training materials, instructor training pathways and associated quality assurance programme;
- Support an increase in access to Level two on-road cycle training from the targeted 47% to 52% through:
 - Introduction of targeted funding to local authorities to enable lead instructors to support schools to deliver Level 2 on-road training as part of grant programme. (Quarter 2);
 - Administration of a 'Support Plus' grant programme for committed local authority partners to maintain an established delivery model where successful (Quarter 1);
 - Direct delivery of Bikeability days to over 120 rural schools otherwise unable to engage in Bikeability due to local geography (Quarter 1);
 - Prioritisation given to schools in areas of economic deprivation where additional capacity may be required to tackle barriers;
 - Continue to support multi-level cycle training across all participating authorities through new Level 1 educational programme to bridge gap from Play on Pedals in nursery setting to on-road training;
 - Further rollout of level 3 training opportunities to 100 schools;
 - Increased parental engagement through communications campaign, including access to Essential Cycling Skills materials;
 - Continue to embed Bikeability and cycling in educational setting with lesson plans through ongoing partnership with teaching staff to develop lesson plans and interactive materials.
 - Promote greater access to bikes, including engagement with retail sector through the rollout of 'Bikeability Scotland Approved Retailer' scheme and signposting to capital grant funds.
 - Promote all-ability access to Bikeability training, through partnership with FABB Scotland and Scottish Disability Sport.

Play on Pedals is a nursery-based cycle training programme delivered by partner Early Years teams across Scotland; Cycling Scotland support staff to develop as instructors and nurseries have access to grant funding to introduce cycle fleets for pre-school children.

Key Outcomes

- increase the number of people receiving cycle training
- more children learn to cycle before starting school.

Milestones: Total participation

- 3,000 by December 2019
- 10,000 by June 2020

Outputs for 2019/20:

- Administer the national rollout of Play on Pedals training programme for all Scottish local authority partners to deliver in nursery setting, including training materials, instructor training pathways and associated quality assurance programme;
- Support a targeted increase in access to Play on Pedals training through:
 - Administration of a dedicated grant programme for committed local authority partners in areas with barriers to inclusion to access bikes, equipment and resources.
 - Supporting a partnership project with Cycling UK and Play Scotland to develop 'Play Together on Pedals' programme in the Edinburgh area, including access to all instructor training.
 - Targeted offers to the remaining five local authority areas to adopt the scheme
- Increased parental engagement through communications campaign, including access to training resources and signposting community activities
- Provide CPD and instructor training opportunities for 250 nursery staff

Adult Cycle Training:

Cycling Scotland will deliver three distinct training courses aimed at supporting cycling, instructors and leadership skills. These are:

- Adult Cycle Training – courses to support new cyclists with the skills and confidence needed to cycle safely;
- Practical Cycle Awareness Training – delivered to bus/HGV drivers to make them more aware, responsive and empathetic to the dangers faced by cyclists on roads
- Learner Driver Cycle Training - delivered to people learning to drive to make them more aware, responsive and empathetic to the dangers faced by cyclists on roads

Key Outcomes:

- More adults have developed confidence and skills to make independent journeys by bike and support others who cycle.
- More car and HGV/bus drivers have better understanding of the dangers faced by cyclists and are able to adapt their driving techniques to support the safety of cyclists

Milestones: Adult Cycle training participants

- Quarter 1: 500
- Quarter 2: 950
- Quarter 3: 1,350
- Quarter 4: 1,800 (cumulative)

Outputs for 2019/20:

- Administer the rollout of National Standard Cycle Training opportunities and promotion to adults in workplace, education and community settings;

- Support a targeted increase in adults accessing cycle training through:
 - Support a national network of delivery partners across Scotland including service centres and retailers to offer short Essential Cycle Skills modules, for more than 200 participants;
 - Promote cycle skills and increased hazard perception among over 16s through the Learner Driver Cycle Awareness programme, including both theory and practical roles, for 400 participants;
 - Work with partner local authorities and bus fleet operators to maximise uptake of Practical Cycle Awareness Training for 1,200 drivers of PCVs and HGVs;
 - Expand the rollout of training involving ebikes to over 60s, building on success of partnership project with University of Dundee's Institute of Sport and Exercise, subject to accessing alternative funding;
 - Continue to support professional cycle patrollers, including first aiders, police and local wardens with subsidised access to a sustainable Cycle Patrol programme;
- Promotion of key cycle training messages through partnership with public bike share scheme providers and operators;
- Work with trade and retailers to maximise access to training messages and resources at point of sale, reaching over 10,000 people;
- Maintain and update existing training resources including videos and online interactives to include relevant content on e-bikes and cargo bikes.

Behaviour Change and Expanding Opportunities: Encourage more people to cycle through delivering and extending Cycle Friendly Award Programme and increasing access to bikes:

Cycle Friendly Employer is the nationally recognised award scheme that recognises and encourages workplaces that are committed to increasing levels of cycling at their workplace through funded (and match funded) provision of cycling infrastructure.

Key Outcomes

- Cycling Scotland will increase cycling levels for employers nationally
- Cycling Scotland will increase the diversity of organisations giving people access to cycling and bikes

Milestones for all Cycle Friendly Programmes:

Number and Value of grant applications:

- 100 grant applications by October 2019
- 200 grant applications received by April 2020, totalling £2m

Number and Value of grants distributed:

- 50 grants awarded by October 2019
- 100 grants awarded by April 2020

Match funding, including Value-in-Kind, across all programmes

- £1.2m reported in October 2019/
- £1.5m reported in March 2020

Range of organisations participating in behaviour change programmes (schools, workplaces, community and campus settings):

- 650 organisations reported in October 2019
- 700 organisations reported in March 2020

People given access to bikes and associated skills:

- Impact reports in October 2019 and April 2020

Classifications by Scottish Neighbourhood Statistics of Areas, towns and cities reached by programmes:

- Impact reports in October 2019 and April 2020

Outputs for 2019/20:

- Administer dedicated capital grant funding stream to workplaces working towards achieving Cycle Friendly status to fund key improvements to cycle facilities by:
 - Improving cycle parking – capacity, weather protection and/or security;
 - Improving access to showers, changing and drying facilities;
 - Modest modifications to improve cycle/pedestrian access – signage, dropped kerbs etc.;
 - Leveraging match funding from public and private sector organisations with focus on ability to pay and ultimate impact of programme;
- Provide dedicated Cycle Friendly posts to support and co-ordinate effective outreach engagement across the Service Centre delivery and Active Travel Hub network in all 7 RTP areas. A dedicated resource will administer the award, support grant applicants and promote national initiatives such as Community Links, CL Plus;
- Further develop concept for Cycle Friendly Business Award working in partnership with ATDP, Paths for All and Cycling UK to encourage increased active travel, including e-bike promotion for staff, visitors and users:
 - VisitScotland engagement Spring 2019 to avoid duplication with existing Cyclists' Welcome scheme;
 - Continue pilot in Inverclyde of Cycle Friendly Business test measures;
 - Extend Cycle Friendly Business pilot to Braehead as comparator in Summer 2019;
 - Pilot a new Award for Business as part of Cycling Awards ahead of CS Conference;
 - Review evaluation of Cycle Friendly Business pilot in Autumn 2019 and implement recommendations.
- Work in partnership with ATDP and Credit Unions to identify process for those on low income to access bikes;
- Implement recommendations from Cycle Friendly Evaluation report and monitoring of impact and produce case studies as marketing tool.

Cycle Friendly Campus is a nationally recognised award scheme that recognises and encourages Scottish University and College campuses to provide awareness of opportunities and access to cycling at Scottish Universities and Colleges through funded (and match funded) provision of cycling infrastructure.

Key Outcomes:

- Increased awareness of opportunities to cycle in the Campus setting;
- Increased staff and student cycling at Scottish Universities and Colleges.

Milestones: See above for CF Employers

Outputs for 2019/20:

- Administer development grant scheme to fund a range of capital works:
 - Enhancing cycle parking facilities across campuses;
 - Improving access to showers, changing and drying facilities;
 - Enabling modifications to improve active travel access – signage, dropped kerbs etc.;
- Support Campus Cycling Officer graduate placement scheme in up to 8 institutions that will reinforce behaviour change programmes and evidence increased levels of

cycling, with particular focus on college environment, providing a career pathway to increase skills and capacity in the sector;

- Engage 43 FHE institutions across Scotland to actively work towards Cycle Friendly status;
- Work in partnership with Sustrans, RTPs and Local Authorities to ensure effective allocation of capital grant funding with cognisance to local developments, and particularly Community Links Plus to provide improved cycling infrastructure and safer cycling and pedestrian routes;
- Collate, evaluate and interpret data records on cycling rates for all campuses supported through CF Campus.

Cycle Friendly & Sustainable Communities project provides guidance and funding to local cycling projects that get more people cycling in their local community and reduce carbon emissions. Project themes support Programme for Government activities including improving mental health, promoting cycling as a means of transport for hard to reach communities, all abilities cycling, and working with at risk populations. Funding delivers cycle training (to develop skills and confidence), inclusive cycling (supporting ethnic minority groups, women, all abilities, young people), bike libraries and subsidised bike hire, bike recycling and maintenance (to tackle low ownership, poor access and strengthen community cohesion).

Key Outcomes

increased cycling levels in communities,

increase the diversity of organisations giving people access to cycling and bikes.

Milestones: See above for CF Employers

Outputs for 2019/20:

- Further develop the Cycle Friendly Community programme, targeting funding to community cycle projects reaching remote communities in addition to SIMD focus to target inequalities.
- Tackle low bike ownership and access to bikes through provision Access to Bikes Officer to ensure effective use of bike libraries and bike recycling in community, schools and workplace setting.
- Enable subsidised bike hire wherever demand and opportunity exists
- Identify match funding from funders and Housing Associations, involving new partners for delivery and monitoring of impact.
- Support the 62 organisations progressing through the Cycle Friendly Community Award programme and options to incorporate active travel for communities and towns.
- Provide additional support to communities to achieve criteria and work towards the Cycle Friendly Community Award, with ongoing monitoring and evaluation.
- By 2020 all local authorities will have at least one community-led project registered with the Cycle Friendly Community Award programme.

Access to Bikes Outputs for 209/20:

- To maximise impact of ongoing access to bikes projects within Cycle Friendly Behaviour Change programmes and provide within established settings of workplaces, communities and education establishments;
- To work with ADTP and key partners to review access to bikes, building on CS initial research report, and wider determinants of inequalities;

- To explore new partnership with credit union network, in partnership with Cycling UK, to ensure equity of access from communities to increase access to bikes and overcome barriers to cycle ownership and increased cycle rates;
- To host and support CoMoUK work on bike sharing initiatives;
- To extend the reach of existing Cycling Scotland training courses to allow an inclusive programme, for people living with disabilities, on low income and focusing on SIMD areas and BME groups ensuring a robust monitoring system is developed to capture data.

Cycle Friendly Schools Award recognises and encourages schools to get pupils cycling and to provide awareness of opportunities and access to practical cycle training at primary and secondary level through funded provision of cycling infrastructure.

Key Outcomes

- Increased awareness of opportunities to cycle to and from schools;
- Increased staff and student cycling in Scottish schools.

Milestones: See above for CF Employers

Outputs for 2019/20:

- Living Streets, Sustrans and Cycling Scotland will enhance their active travel to school steering group to co-ordinate work with schools, Local Authorities and other key partners to increase the number of children, walking, scooting and cycling to primary and secondary schools, especially through our successful and proven programmes of i-bike, cycle friendly schools and WoW, sharing good practice and using key data sources Hands Up survey and the Travel Tracker;
- 2019/20 programme of activity will continue partnership approach and further develop links and strengthen opportunities to widen reach of projects through in-kind support from Pupil Equity Funding stream;
- The Cycle Friendly Schools programme will benefit from plans to expand Cycling Scotland's service centre network to ensure the ambitions of Cycle Friendly Schools programme are realised by providing great reach and access to schools across Scotland;
- Administer capital development grants to address identified barriers to increase uptake of cycling, and progress to achieving the Cycling Friendly Secondary Schools Award;
- Support schools to deliver cycling related and employability qualifications and skills in line with Developing Young Workforce strategy and embed bike maintenance programmes through administering discretionary training and consumable grants;
- Focus on schools in receipt of Pupil Equity Funding and coordinate efforts to promote Cycle Friendly Schools with ongoing work to target inequalities and raise attainment;
- Develop programme of all abilities cycling in ASN schools in partnership with all ability cycle hubs and administer development grant to deliver opportunities for all abilities to enjoy cycling;
- Work towards 2020 ambition for 500 schools to hold Cycle Friendly School status.

Events and Road Safety: Improving Safety for All People Cycling through Education, Encouragement and Engineering and promoting enforcement

Give Everyone Cycle Space is the national cycling road safety awareness campaign to help drivers understand the need to give space to people cycling.

Key Outcomes:

- Raised public awareness of, and engagement with the risks of cycling, active travel and Cycling Scotland's programmes

Milestones: Increase in positive attitudes to giving space following Give Everyone Cycle Space Campaign: 5% increase in agreement with attitude statements, based on campaign objectives (Reported in October 2019)

Outputs for 2019/20:

- National campaign focused on safe driving around people cycling;
 - Continued development of a comprehensive road safety campaign, building on insight from campaign research and partnership working over the last ten years;
 - Communications channels to be developed, based on new brief (supplied separately), with a focus on changing attitudes;
 - Campaign evaluation and review to underpin further, comprehensive road safety campaigns for all road users;
- Link with Police Scotland Operation Close Pass;
- Working with Police Scotland in the long-term, to develop an effective third-party reporting system;
- Link with other developments across the country, such as Community Links/CL+ implementation and/or other infrastructure projects.

Pedal for Scotland is the largest cycling mass participation event in Scotland, promoting and delivering multiple health, economic, environmental and social benefits.

Key Outcome

- More opportunities to engage in cycling;
- Increased cycling levels amongst new PfS participants;
- Raised awareness of cycling in new audiences;
- Modal shift through event training rides.

Milestones:

- Pedal for Scotland participants: 7,000 by September 2019

Outputs for 2019/20:

- Rides:
 - Classic Challenge – 45 miles between Glasgow and Edinburgh;
 - Wee Jaunt Edinburgh – 10 miles between Linlithgow and Edinburgh;
 - Big Belter – approx. 90 miles between Glasgow and Edinburgh;
 - Wee Jaunt Falkirk – 6 miles in the Helix;
 - Participants: 7,000 riders across all rides;
- Led Ride Programme: Utilise community groups/organisations through Cycle Friendly schemes (Community, Employer, Campus Schools);
- Inclusive cycling opportunities:
 - Social inclusion and integration through supporting initiatives Bikes for Refugees, Bike for Good;
 - Adaptive bikes: building on relationships with FABB/Blazing Saddles;
 - E-bikes: increasing awareness raising of opportunity to use e-bikes to take part;
 - Free places for good causes;
- Continued positive impact on:

- Charity fundraising – widening the number and breadth of charity partners and supporters in 2019;
- Economic impact – continued analysis of economic impact (£1.1m each year);
- Impact on every day cycling by acting as an introduction to cycling more often and encouraging regular cycling;
- Raising awareness of cycling and its benefits: the opportunity to show the powerful visual of people cycling en masse across the country and share case studies of people who have changed their lives through cycling.

Bike Week supports the widest-reaching cycling events in the UK and is a celebration of cycling, promoting opportunities for people cycle or participate in bike related events and activities. In Scotland, the vast majority of events are grassroots and put on by communities or in partnership with local authorities.

Outputs for 2019/20:

- Coordination with Cycling UK of promotion of Bike Week and grassroots activities (PR opportunities, digital promotion) with insurance for events
- No funding is anticipated being required for 2019

Promotion: Communicating, co-ordinating, monitoring and evaluating the progress on everyday cycling across Scotland

Communications and Stakeholder Co-ordination activity will promote cycling so anyone anywhere can enjoy all the benefits.

Key Outcomes

- Establishing greater awareness of the benefits of cycling, leading to more people cycling;
- Ensuring greater political awareness of and demand for cycling, leading to greater political commitment.

Key Outputs: 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

Outputs for 2019/20:

- PR / Media
 - Media coverage for all CS programmes and the wider sector.
- Digital
 - Continued development of CS website, including improving user experience, search engine optimisation and content creation;
 - Email marketing – maintenance and development of an effective email marketing platform, templates and content for all CS emails;
 - Social media - management, content, engagement and monitoring across six social media channels.
- Communications: Attitudes and Behaviours Research and Report

- Dissemination of findings from new Attitudes and Behaviours tracker research to be carried out in 2019, asking a representative national sample (over 1,000 face to face interviews) on motivations, barriers and attitudes towards travel – to evidence changes after two years. Survey results will provide guidance for the sector and insight into motivators, barriers and attitudes towards cycling in Scotland, supplementing other data collection activities and identifying key long-term trends.
- National Assessment and Local Authority/RTP/Stakeholder Comms/Policy Support
 - Tracking progress against CAPS Indicators and forthcoming Active Travel Framework indicators. To fit with development of Bike Life Accounts as noted in the Programme for Government, the Annual Cycling Monitoring Report and the Attitudes and Behaviours study.
- Continued support for Local Authority Cycling Forums and chair/secretariat of numerous cycling bodies and forums.

Monitoring and Developing Cycling in Scotland will Support local authorities, RTPs and other delivery partners in establishing robust and consistent monitoring approaches, providing an evidence-based approach towards reaching the 10% vision.

Key Outcomes

- Increased awareness of the state of everyday cycling across Scotland;
- Improved evidence base for where cycling investment should be targeted to have greatest impact.

Milestones:

- Delivery of annual monitoring report – June 2019 ;
- Effective ongoing monitoring of cycling 40 permanent sites with cycling counts/mode share.

Outputs for 2019/20:

- Monitoring Cycling in Scotland: inc. Annual Monitoring Report and CAPS Monitoring Sub-group
 - Cycling Scotland will use agreed National Indicators to publish Scotland-wide Annual Monitoring Report on cycling. The report will be published in print and online, through a new online digital portal which maps key data and integrates data from partners, such as Sustrans Bikelife outputs;
 - This also includes general monitoring support and development of guidance (e.g., Gap Analysis) and CAPS DF Sub-Group on Monitoring. The report will also capture and report on emerging trends that are of interest to walking and cycling, such as data which addresses safety concerns of delivery (or 'gig economy') cyclists, wherever the data is available.
- Cycling Potential Tool (CPT)
 - Following the roll out of the base level CPT reports to every Local Authority, Cycling Scotland will continue the work started with Aberdeen City, South Lanarkshire and East Renfrewshire throughout 18/19 to examine the potential impacts of new walking and cycling investments. Cycling Scotland will aim to further engage partners who have already received the 'base' level reports in producing similar in-depth modelling of their plans for cycling investments; this will generate similar levels of match funding as 17/18. Cycling Scotland will ensure linkages to potential Community Links bids along with other investment opportunities (particularly internal budgets and planning gain).
- National Monitoring Framework

- Continued rollout of the National Monitoring Framework working towards vision of all settlements in Scotland having strategic monitoring network for modal share by 2020 (up to 120 settlements);
- This would allow up to 30 settlements to have implemented a strategic monitoring network, working in partnership with RTPs and Local Authority partners
- Outputs from the monitoring would be based on 'open source' data standards and will be accessible online (via a map);
- Complements and coordinates with Bike Life in Seven cities and NCN monitoring
- Active travel open data sharing platform;
 - Bringing together a wide range of data on cycling in Scotland, this open source data platform can host a range of data types and is accessible to anyone. Functionality will be provided to enable imbedding of mapping in Cycling Scotland and partner websites. The platform will also link with monitoring data from the National Monitoring Framework. Cycling Scotland will encourage partners to upload data to ensure it is a source that can be used nationally for a range of active travel topics.

Cycling Scotland Conference is an annual event to bring together experience, expertise and enthusiasm amongst stakeholders, officers and elected members as well as the wider cycling community, including sharing insight from international colleagues. **Cycling Scotland will continue to upskill the profession through CPD classes** in partnership with Active Travel Delivery Partners, professional institutions, colleges and universities and communities

Key Outcomes

- Increased professional knowledge on everyday cycling;
- Improved spread of best practice around Scotland.

Milestones: Conference Attendees 220 in November 2019

Outputs for 2019/20:

- Conference
 - Two-day conference – likely to be hosted in Edinburgh, to share best practice and innovation in supporting an increase in cycling;
 - An expanded Awards for best practice by Local Authorities and partners, celebrating best practice approaches in delivery, as well as showcasing the achievements of volunteers and everyday people who are local champions for walking and cycling in Scotland;
 - Series of study tours in Edinburgh and surrounding areas highlighting best practice and innovation;
 - Coordinated with the Annual active travel conference delivered with Sustrans, Paths for All and Living Streets.
- Regional or Local Seminars/Workshops
 - Non-accredited, used to widen offer for information sharing. Bringing in expertise from Scotland, the UK and elsewhere to support practitioners in Scotland, in partnership with Active Travel Delivery Partners.
- CPD for Active Travel (MCM)
 - Administer the rollout of CPD accredited opportunities for people involved in projects that impact cycling and wider active travel, for over 200 people per year
 - Collaborate with Active Travel Delivery Partners to utilise existing resources, case studies and best practice to support candidates achieve identified learning outcomes and incorporate walking and wider active travel wherever relevant

Additionally:

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

2.6 The eligible costs for which the Grant can be claimed are the direct costs as outlined in your proposal and set out in **Appendix A to Schedule 1**. 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 and Annual reports (to include risk management updates) as noted in Schedule 1. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the

reasons for any such changes and progress in achieving objectives / outcomes.

- 4.2 Revisions to targets / milestones against which progress in achieving objectives / outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.
- 4.3 The Grantee shall, on completion of the Programme, submit an evaluation report to the Scottish Ministers summarising the outcomes and performance of the Programme as noted in schedule 1. Such a report shall include such statistical and other information relating to the impact of the Programme as shall be required by the Scottish Ministers. For the 2019/20 Programme, the evaluation should report on all key deliverables at section 2.5.
- 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 30 May 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 suite of projects as detailed below and as outlined in its document entitled “Cycling Scotland: Grant Funding Bid-2019-20 & Beyond” and dated March 2019. 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>Themes</u> and Key Partners	2019/20 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>Cycle Training</u> Bikeability Scotland Delivery Group (Sustrans, Scottish Cycling, Cycling UK, Road Safety Scotland, Transport Scotland, Council Education Services, Outdoor Education services, Active Schools)	£1,000,267	Capital: £20,000 Additional match funding from RTPs. LA input Value-in-Kind estimated at: £595,000, (Support Plus contributions in 2018-2019 £252,523)
Early Years Cycling CAPS 14 (13) <u>Postcode Lottery Impact Report</u>	<u>Cycle Training</u> Rolled out with Play on Pedals Partnership: Cycling UK, Play Scotland and Bikes for Good	£80,792	Capital: £20,000 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>Cycle Training</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>Cycle Training</u> Retailer network, Cycling UK	£90,917	Capital: £10,000 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> Grants and Award programmes with Access to Bikes Officer promoting and supporting bike share schemes and bike libraries for community groups and schools across Scotland.	<u>Community Projects, Facilities, Behaviour Change</u> Tackling Inequalities and capacity building at community level – working with Housing Associations, CoMoUk, Active Travel Hubs, Stirling Cycle Hub, EST and Cycling UK- Big Bike Revival	£700,000	Includes £500,000 Capital / £200,000 revenue
Cycle Friendly Employer CAPS 15 <u>Bi-annual Big Count, Grant recipient monitoring reports, Progressive Evaluation</u> Grants and award programme providing outreach support	<u>Facilities, Behaviour Change</u> Working with existing service centre network and supporting Active Travel Hubs as well as working with Paths for All Workplace Walking and SCSP, EST Green Business Network, Living Streets, Sustrans	£1,135,000	Includes £1,000,000 Capital / £135,000 revenue

across Scotland in the workplace setting.	Active Travel Champions, Forth Environment Link Employer Engagement programme		
Cycle Friendly Campus CAPS 15 <u>Peter Brett Evaluation 2015.</u> <u>Monitoring by Institution</u>	<u>Facilities, Behaviour Change</u> Sustrans Active Travel Champions, Environmental Association of Universities and Colleges	£400,000	Includes £250,000 Capital / £150,000 revenue
Cycle Friendly Schools & Employability skills CAPS 14, 15 <u>Data Analysis against Hands Up Survey and Travel Tracker</u>	<u>Facilities, Behaviour Change</u> Sustrans ibike network, Living Streets WalktoSchool, FEL	£110,000	Includes £70,000 capital / £40,000 revenue
Events and Road Safety: Improving Safety for All People Cycling through Education, Encouragement and Engineering and promoting enforcement			
Pedal for Scotland CAPS 14 <u>Annual participant evaluation: 2015 Health and economic impact study</u>	<u>Behaviour Change</u> Sustrans as event partner. & Event Partners.	£339,467	£459,000 income & value-in-kind in 2018.
Bike Week 2019 CAPS 14	<u>Promoting and monitoring walking/cycling</u> Cycling UK in rUK	£0	
Give Everyone Cycle Space CAPS 9 <u>Annual evaluation and focus group research</u>	<u>Promoting and monitoring walking/cycling</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>Promoting and monitoring walking/cycling</u> New comms network with active travel groups and Scottish Cycling, National Cycling Interests Group, CAPS Delivery Forum	£97,000	
CPD for Walking, Cycling and Outdoor Access & CS Conference CAPS 10 <u>Annual Participant surveys.</u> <u>CPD accreditation of MCM</u>	<u>Promoting and monitoring walking/cycling</u> Active Travel Conference with Sustrans, Paths for All & Living Streets	£ 38,000	
Monitoring & Developing Cycling CAPS 18, 19 <u>Annual Monitoring Report</u>	<u>Promoting and monitoring walking/cycling</u> Sustrans, Paths for All (NWS monitoring), Living Streets	£250,000	Includes £120,000 Capital £15,000 match funding
TOTAL		£4,585,443	Includes Capital £1,990,000. Revenue: £2,595,443

PART 2: PAYMENT OF GRANT

1. The total Grant of £4,585,443 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 advance of need.
2. The total Grant shall be payable over the financial year 2019-20. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a monthly profile of expenditure of the Grant before the start of 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.
8. The grantee will provide quarterly reports on progress made against outcomes, a final annual report to report on achievements over the full year against outcomes and evaluation report of each of the project elements. The timetable for these reports is:

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

SCHEDULE 2

GRANT CLAIM FORM

Organisation: Cycling Scotland

Bank details:

Project

Total agreed grant for £4,585,443

Latest forecast of expenditure of grant for 2019-20:

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 30 May 2019 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 2020 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of 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:	2019/20 Final			Q1 Claim	Q2 Claim	Q3 Claim	Q4 Claim	Total
	£	£	£	£	£	£	£	£
	<u>Total</u>	<u>Revenue</u>	<u>Capital</u>					
Cycle Friendly Schools	110,000	40,000	70,000	27,500	27,500	27,500	27,500	110,000
Give Everyone Cycle Space	314,000	314,000	0	78,500	78,500	78,500	78,500	314,000
Cycle Friendly Employer	1,135,000	135,000	1,000,000	283,750	454,000	283,750	113,500	1,135,000
Cycle Friendly Communities	700,000	200,000	500,000	175,000	280,000	175,000	70,000	700,000
Bikeability Scotland	1,000,267	980,267	20,000	250,067	250,067	250,067	250,066	1,000,267
Early Years Cycle Training	80,792	60,792	20,000	20,198	20,198	20,198	20,198	80,792
Monitoring and Developing Cycling in Scotland	250,000	130,000	120,000	62,500	62,500	62,500	62,500	250,000
Making Cycling Mainstream	0	0	0	0	0	0	0	0
Corporate Communications	97,000	97,000	0	24,250	24,250	24,250	24,250	97,000
Cycling Scotland Conference	38,000	38,000	0	9,500	9,500	19,000	0	38,000
Bike Week	0	0	0	0	0	0	0	0
Training and Development	0	0	0	0	0	0	0	0
Pedal For Scotland	339,467	339,467	0	84,867	254,600	0	0	339,467
Adult Cycle Training	90,917	80,917	10,000	22,729	22,729	22,729	22,730	90,917
Cycle Friendly Campus	400,000	150,000	250,000	100,000	100,000	140,000	60,000	400,000
PCAT	30,000	30,000	0	7,500	7,500	7,500	7,500	30,000
	4,585,443	2,595,443	1,990,000	1,146,361	1,591,344	1,110,994	736,744	4,585,443

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[]
Cycling UK
Parklands
Railton Rd
Guildford
GU2 9JX

1 May 2019

Dear []

OFFER OF GRANT FUNDING IN 2019/20 TO CYCLING UK – BIG BIKE REVIVAL

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Cycling UK (“the Grantee”) a grant of up to £450,000 payable over the financial year 2019/20 in connection with “Big Bike Revival”, which is more particularly described in Part 1 of **SCHEDULE 1** (the Project) and subject to the following terms and conditions:

1. Definitions and Interpretation

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

2. Purposes of the Grant

- 2.1 The Grant is made to enable the Grantee to carry out the Project.
- 2.2 The Grant shall only be used for the purposes of the Project and for no other purpose whatsoever.

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

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

- More people cycling for everyday journeys
- More people accessing local cycling facilities
- Disburse £80,000 of small grants to community groups
- Reach 20,000 people through BBR activities
- 10 community organisations supported to set up sustainable cycling activities
- 50 organisations supported to offer led rides in their community
- 7 networking events held to share learning

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

	Q1	Q2	Q3	Q4
£80,000 of small grants will be dispersed to 100 community groups to run BBR events and activities throughout the project period	£30,000	£30,000	£20,000	
A total of 20,000 people will be reached through the project	6000	6000	6000	2000
10 new community organisations will be supported to set up sustainable cycling activities			5	5
50 organisations will be supported to offer led rides in their communities	10	20	20	
7 networking events will be held to share learning in different regions of Scotland				7



N.B Big Bike Revival small grants scheme will be announced in April 2019, and dispersed on a rolling basis to allow communities the flexibility to apply and run activities as they need

Networking events will be run between January and March 2020, in association with our community network and at times and places best suited to the needs of local organisations

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

2.7 The eligible costs exclude:

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

3. Payment of Grant

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

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

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

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

3.5 The Grantee notes that Transport Scotland will be reviewing active travel grant funding and may not continue to fund the project at the same level or at all in future financial years.

4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of Quarterly and Annual reports. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives/outcomes. Quarterly project reports shall be submitted to Scottish Ministers in accordance with the reporting schedule set out in Schedule 1.

- 4.2 Revisions to targets/milestones against which progress in achieving objectives/outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.
- 4.3 The Grantee shall, on completion of the Project, and within the reporting schedule set out in Schedule 1, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project. Such a report shall include such statistical and other information relating to the impact of the Project as shall be required by the Scottish Ministers.
- 4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.
- 4.5 The Grantee shall keep and maintain for a period of 6 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
- 4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant.
- 4.7 The grantee shall immediately inform the Scottish Ministers of any change in its constitution for example, but not limited to, a change in status from one type of body corporate to another.

5. Confidentiality and Data Protection

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

Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.

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

6. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds during the lifetime of the assets. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

7. Publicity

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

8. Intellectual Property Rights

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

9. Default and Recovery etc. of Grant

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

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

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

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

10. Assignment

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

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

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

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

15. Governing Law

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

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

Yours sincerely

□

Active Travel Behaviour Change

GRANT ACCEPTANCE

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

Signed:

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT

Big Bike Revival Scotland

Project summary

The Big Bike Revival in Scotland aims to get more people cycling for everyday journeys by working with community based and grassroots groups, providing funding for events and outreach activities, training and networking opportunities. We aim to reach 20,000 people through events, community activities, rides, training and outreach, delivering £80,000 of small grants to enable grassroots groups to help their communities get cycling for the first time.

In the first 9 months of the project year, Big Bike Revival 3 has delivered:

- 662 events and activities, dispersing £76,356 to small community organisations in 30 Local Authority areas
- Training (Cycle Ride Leader, First Aid and Trailside Mechanics) to 414 people in 31 groups
- Scheduled 14 networking events for Q4
- Worked with a total of 20,648 people across Scotland
- Worked with 15 groups to deliver 30 October led rides

Learning from previous years, this year we will

- Provide event and activity grants on a rolling programme, so that we are more responsive to the needs of communities
- Focus predominantly on groups that are less developed and located in disadvantaged communities
- Support localised promotion of events through local press and radio, building good relationships with local media to increase awareness of local projects and cycling opportunities

Reporting Schedule

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

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £450,000 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **SCHEDULE 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable over the financial year 2019/20. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a quarterly profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.

4. With every Grant Claim Form submitted the Grantee shall provide details of all expenditure related to the previous quarter's activities and each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Project since the submission by it of the last claim for an instalment of the Grant.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee has reasonably and properly incurred in connection with the Project having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 weeks of receiving a claim and any required documentation and information relevant to the claim.
7. In order to facilitate the accrual of expenditure of the Grant for the financial year the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 15 April the amount of the Grant actually expended up to and including 31 March.

APPENDIX A TO SCHEDULE 1

Financial Summary of Proposals

Item	Cost
Staffing	£255, 851
5 FTE x Development Officers 2 x 0.5 Admin and Comms Assistants Project Manager, Communications Manager Travel/subsistence/training	
Project support	£60,000
Management/Overheads Finance/Insurance/Recruitment/IT support	
Grants and training delivery	£124, 149
Activity Grants Direct delivery of activities Training and workshops Cycling UK affiliation package	
Evaluation	£10,000
Evaluation of programme Support to group to enable them to evaluate their impact	
Total	£450,000

SCHEDULE 2

GRANT CLAIM FORM

Organisation: Cycling UK

Bank details:

Project:

Total agreed grant for:

Latest forecast of expenditure of grant for:

Grant claimed to date:

Claim for grant for the period from to

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

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

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

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

Cycling UK – Big Bike Revival 2019

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

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

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

“Conditions” means these grant conditions;

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

“Default” means:

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

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

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

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

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

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

“Project” 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.

[]
[]

[]
[]
Cycling UK
Parklands
Railton Rd
Guildford
GU2 9JX

1 May 2019

Dear []

OFFER OF GRANT FUNDING IN 2019/20 TO CYCLING UK – WHEELNESS

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Cycling UK (“the Grantee”) a grant of up to £226,240 payable over the financial year 2019/20 in connection with “Wheelness”, which is more particularly described in Part 1 of **SCHEDULE 1** (the Project) and subject to the following terms and conditions:

1. Definitions and Interpretation

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

2. Purposes of the Grant

- 2.1 The Grant is made to enable the Grantee to carry out the Project.
- 2.2 The Grant shall only be used for the purposes of the Project and for no other purpose whatsoever.

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

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

- Increased understanding of the barriers to cycling for people that are disadvantaged
- More opportunities for disadvantaged people to learn how to use quiet routes, greenspaces and on-road infrastructure to plan and undertake journeys by bike
- More disadvantaged people in Inverness cycling for everyday journeys
- Individuals feel safer and are more confident to cycle for everyday journeys
- Individuals report an increase in their health and wellbeing

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

Key dates

- The all ability cycling trial will held from 14 May, on a weekly basis for 6 weeks

Q1

- Reclaim bicycles from participants that no longer wish to participate and refurbish and re-distribute bicycles to new participants, continuing loan agreements with participants that have been engaging
- Trial an all-ability cycling programme in Inverness, focusing on everyday cycling

Q2

- Identification, training and support of 75 new project participants through NHS, GPs and local organisations
- Deliver a community outreach programme with partners, focusing on new infrastructure development sites and disadvantaged communities

Q3

- Establish All Ability Bike Centre, dependent on outcome of Q2 trial
- Review meeting with stakeholders and partners to agree sustainability strategy
- Complete interviews and focus groups for evaluation

Q4

- Final evaluation report

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

2.7 The eligible costs exclude:

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

3. Payment of Grant

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

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

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

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

3.5 The Grantee notes that Transport Scotland will be reviewing active travel grant funding and may not continue to fund the project at the same level or at all in future financial years.

4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of Quarterly and Annual reports. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives/outcomes. Quarterly project reports shall be submitted to Scottish Ministers in accordance with the reporting schedule set out in Schedule 1.

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

4.3 The Grantee shall, on completion of the Project, and within the reporting schedule set out in Schedule 1, submit a report to the Scottish Ministers summarising the outcomes and performance

of the Project. Such a report shall include such statistical and other information relating to the impact of the Project as shall be required by the Scottish Ministers.

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

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- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.
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- 9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.
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remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.

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

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

14. Compliance with the Law

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

15. Governing Law

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

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

Yours sincerely

[]
[]

GRANT ACCEPTANCE

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

Signed:

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT

WheelNess

Project summary

This pilot programme gives free access to bikes for disadvantaged individuals in the Inverness area and explores the barriers people face to cycling for everyday transport, when the rhetoric is that cycling is 'free' and 'easy'. This pilot targets those living in the most disadvantaged areas of Inverness and/or live with health conditions or have regular contact with their GP or another health practitioner. The programme focuses on increasing health and mobility, addresses transport poverty and reducing isolation. WheelNess has a strong evaluative focus, and is helping us to understand the complex social, financial and cultural choices around transport for people in disadvantaged areas

In it's first 9 months, WheelNess has:

- Set up bicycle loan systems, consent and standard operating procedures for engaging participants
- Formed strong partnership with the three independent bike shops in Inverness
- Formed a Steering Group of partners to deliver the programme, providing contacts and referrals routes
- Engaged 151 participants that meet at least one of the eligibility criteria
- Distributed 124 bikes (114 solo bikes, 8 ebikes and 2 etrikes)
- Conducted interviews and focus groups to start understanding the experiences and outcomes for participants
- Started to explore supporting specific communities outwith central Inverness that meet the project criteria

Learning from the initial year, next year we will:

- Focus on supporting participants to continue cycling, providing more 1:1 support and group cycling opportunities through our partnership with Velocity
- Look at establishing the need for WheelNess in other areas of the Highlands, focusing on small towns and disadvantaged communities
- Develop a WheelNess All Ability Bike Centre to support more people with additional needs (i.e. people with disabilities, older people, people with learning disabilities) to try cycling, without the commitment of taking a WheelNess loan bicycle.

Reporting Schedule

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

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £226,240 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **SCHEDULE 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.

2. The total Grant shall be payable over the financial year 2019/20. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a quarterly profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. With every Grant Claim Form submitted the Grantee shall provide details of all expenditure related to the previous quarter's activities and each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Project since the submission by it of the last claim for an instalment of the Grant.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee has reasonably and properly incurred in connection with the Project having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 weeks of receiving a claim and any required documentation and information relevant to the claim.
7. In order to facilitate the accrual of expenditure of the Grant for the financial year the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 15 April the amount of the Grant actually expended up to and including 31 March.

APPENDIX A TO SCHEDULE 1

Financial Summary of Proposals

Staff costs 2 Development Officers: including NI, pension, training, subsistence, travel, office costs 2 x 0.25 Communications and Admin support	£74,640
Support and Delivery costs Training, workshops, outreach events	£21,600
Capital costs Bikes/ebikes and helmets, locks and lights Storage	£100,000
Evaluation	£10,000
Supporting costs Management, overheads, IT, insurance, finance	£20,000
Total	£226,240

SCHEDULE 2

GRANT CLAIM FORM

Organisation: Cycling UK

Bank details:

Project:

Total agreed grant for:

Latest forecast of expenditure of grant for:

Grant claimed to date:

Claim for grant for the period from to

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

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

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

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

Cycling UK – Wheelness 2019

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

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

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

“Conditions” means these grant conditions;

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

“Default” means:

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

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

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

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

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

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

“Project” 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.

□

██████████
████████████████████



□

□

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

30/04/2019

Dear □

OFFER OF GRANT FOR FUNDING IN 2019/20 TO FORTH ENVIRONMENT LINK FOR STIRLING ACTIVE TRAVEL HUB EXEMPLAR PROJECT

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Forth Environment Link (“the Grantee”) a grant of up to **£201,000** STERLING, payable over the financial year 2019/20 in connection with **Stirling Active Travel Hub Exemplar Project**, which is more particularly described in Part 1 of **SCHEDULE 1** (“the Project”) and subject to the following terms and conditions:

1. Definitions and Interpretation

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

2. Purposes of the Grant

- 2.1 The Grant is made to enable the Grantee to carry out the Project.
- 2.2 The Grant shall only be used for the purposes of the Project and for no other purpose whatsoever.



- 2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.
- 2.4 The main objectives/expected outcomes of the Grant are:
- Formalise learning from Stirling Cycle Hub pilot
 - Provide a focal point for Active Travel Hub (AT Hub) development, enquiries and advice
 - Develop an AT Hub network across Scotland
 - Develop standardised M&E framework for AT Hubs in conjunction with ATDP partners
 - Develop an AT Hub Impact Assessment exploring how AT Hubs contribute to the Active Travel Framework
 - Complete investigation of options for future Stirling AT Hub sustainability
- 2.5 The targets/ milestones against which progress in achieving objectives/ expected outcomes shall be monitored are:
- Confirm NHS Health Referral Pathway Development project plan – by June 2019
 - Scope and develop AT Hub sharing platform – operational by September 2019
 - Produce interim AT Hub impact Assessment Report – by October 2019
 - Submit draft M&E framework for AT Hubs – by October 2019
 - Submit draft Stirling AT Hub Sustainability Report – by October 2019
 - Deliver 2 AT Hub Forum meetings and 2 Forum webinars – by March 2020
 - Evaluation report on project objectives and impact – by end September 2020
- 2.6 The eligible costs for which the Grant can be claimed are:
- Resource costs of up to £190,000
 - Capital costs of £11,000
- 2.7 The eligible costs exclude:
- Any Value Added Tax (VAT) reclaimable by the Grantee.

3. Payment of Grant

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

the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

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

4. Inspection and Information

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of quarterly and annual reports, deadlines for which are set out in Part 1 of Schedule 1. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.
- 4.2 Revisions to targets/milestones against which progress in achieving objectives/outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.
- 4.3 The Grantee shall, on completion of the Project, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project. Such a report shall include such statistical and other information relating to the impact of the Project as shall be required by the Scottish Ministers.
- 4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.
- 4.5 The Grantee shall keep and maintain for a period of 6 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
- 4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant.
- 4.7 The grantee shall immediately inform the Scottish Ministers of any change in its constitution for example, but not limited to, a change in status from one type of body corporate to another.

5. Confidentiality and Data Protection

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.
- 5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the Project.
- 5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

6. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds during the lifetime of the asset. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than **£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 acknowledge Transport Scotland funding, and include the Transport Scotland logo, in all relevant publicity material.

8. Intellectual Property Rights

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

9. Default and Recovery etc. of Grant

- 9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:
- 9.1.1 The Grantee commits a Default;
 - 9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;
 - 9.1.3 The Grantee fails to carry out the Project;
 - 9.1.4 In the Scottish Ministers' opinion, the progress on the Project is not satisfactory; or
 - 9.1.5 In the Scottish Ministers' opinion, the future of the Project is in jeopardy.
- 9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their legal obligations Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time in accordance with law.
- 9.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:
- 9.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 9.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or
 - 9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee's property , or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

- 9.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 9.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.
- 9.5 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.
- 9.6 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 9.1 to 9.3 shall not be construed as a waiver of such right or remedy.

10. Assignment

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

11. Termination

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

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

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

14. Compliance with the Law

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

15. Governing Law

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

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

Yours sincerely

[]
[]

30 April 2019

GRANT ACCEPTANCE

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

Signed:

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

«Witness»

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT

In 19/20, Stirling Active Travel Hub will continue to be an exemplar project and 'go to' organisation for Active Travel Hub (AT Hub) development and support.

Forth Environment Link, as a third sector organisation operating within a local and regional context, will lead the delivery and development of the project, supporting national outcomes in line with Transport Scotland's Long Term Vision for Active Travel in Scotland 2030, the National Walking Strategy and Programme for Government 17/18 commitments.

Activities supported by our grant in 19/20 will be focussed on:

1. Formalising the learning from the Stirling Cycle Hub project, making that experience available to others.
2. Working with Transport Scotland and Active Travel Delivery Partners (ATDPs) to support the development and strengthening of the AT Hub network across Scotland.
3. Working with Transport Scotland and the ATDPs to continue to innovate in line with PfG commitments.

In addition, for future years, Transport Scotland will be reviewing allocation of active travel funding and may not continue funding the project at the same level. There will be a continuing expectation that funds will be sought from other sources to support the costs of hub operation and development at local and regional level. In 19/20, FEL will complete an investigation of options for future Stirling AT Hub sustainability.

Project activity, including milestones and key outputs are detailed in the associated Project Summary document submitted by Forth Environment Link on 28th March.

Copy attached here:



Forth Environment
Link - 19_20 Grant p

Schedule of reporting deadlines:

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

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £201,000 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **SCHEDULE 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.

2. The total Grant shall be payable over the financial year 2019/20. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide evidence of committed expenditure of the Grant before the end of the financial year. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. Each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Project.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee has reasonably and properly incurred in connection with the Project having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 weeks of receiving a claim and any required documentation and information relevant to the claim.

SCHEDULE 2

GRANT CLAIM FORM

Organisation: Forth Environment Link

Bank details:

Project: Stirling Active Travel Hub Exemplar Project 2019/20

Total agreed grant for: £201,000

Latest forecast of expenditure of grant for:

Grant claimed to date:

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

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

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

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

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

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

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Forth Environment Link – Stirling Active Travel Hub Exemplar Project 2019/20

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

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

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

“Conditions” means these grant conditions;

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

“Default” means:

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

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

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

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

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

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

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

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

[]
[]

[]
[]
Living Streets
4th Floor Universal House
88-94 Wentworth Street
London
E1 7SA

8 May 2019

Dear []

OFFER OF GRANT FOR FUNDING IN 2019/20 TO LIVING STREETS SCOTLAND

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Living Streets (“the Grantee”) a grant of up to £250,000 (two hundred and fifty thousand pounds) STERLING, payable over the financial year 2019/20 in connection with the grant proposal submitted on 28 March 2019 for schools, communities and best practice projects, which is more particularly described in Part 1 of **SCHEDULE 1** (the Programme) and subject to the following terms and conditions:

1. Definitions and Interpretation

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

2. Purposes of the Grant

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

School work (estimated costs of £121,866)

1. Recruit 39 schools to the Living Streets Walk Once a Week programme, the majority in or near areas of deprivation lowest 25% SIMD;
2. Recruit 3 schools based in Island Community to WOW;
3. Recruit a further 80 schools funded from local authority smarter choices programmes;
4. Support schools so they achieve an 5-10% uplift in rates of active travel by end of June 2020 (end of academic year);
5. Work with three high schools to test and evaluate active travel behaviour change interventions;
6. A short report on potential funding options to support school's behaviour change projects;
7. Deliver 6 events during walk to school week or walk to school month;

Communities work (estimated costs of £93,751)

1. Finalise status and handover 2018/19 projects to partners for next stage of delivery, and publish case studies;
2. Deliver a project recruiting a range of partners to develop an action plan focus on active travel or community hubs focused on enabling, parents with young children, older or disabled people to walk more (Theme 1 Accessibility);
3. Progress a project to create partnership-based action plan for a cluster of schools within a local authority area to develop an area or corridor project, which identifies both physical and behaviour change improvements (Theme 2 Schools and Communities);
4. Develop the outcomes from the 2018/19 buses connection project into two or more partnership bids for improvements in a local authority regional transport partnership area, based on the recommendations from survey work (Theme 3 Walking and public transport integration);
5. Deliver two best practice workshops on working with communities to identify and secure support for improvements to the pedestrian environment, with a focus on meeting the needs of vulnerable groups;

Best practice work (estimated costs of £34,383)

1. Effectively contribute to a range of Transport Scotland policy initiatives, including support for the National Walking Strategy, Road Safety Framework and Active Travel Vision and Responsible Parking Working Group;
2. Deliver a best practice report on barriers to walking and active travel in business parks and how these can be overcome;
3. Host a walking summit that is attended by 50 influencers to share best practice on improving the pedestrian environment;

4. Produce four newsletters for stakeholders to highlight best practice learning from this programme and ensure case studies and reports are available on the Living Streets Scotland website.

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

School work

Activity	Key delivery methods/outputs	Milestones
Continue to deliver WOW programme across Scotland in partnership with local authorities	<p>Provide central support for up to 39 mainland schools, with a focus on areas of deprivation, with a target of working with 5 to 10 local authorities. This will aim to boost walking levels in each school by 5-10% beyond the national average</p> <p>Deliver a case study on work in schools in a low SIMD area</p> <p>Support additional 3 schools in Island communities as part of this programme</p> <p>(Additional target of 80 schools levered through Smarter Choices Smarter Places programme development activities – total reach 112 schools)</p> <p>Target an average 5-10% increase in active travel in participating schools.</p>	<p>Secure agreements from local authorities by October 2019 and start delivery.</p> <p>Publish case study April 2020</p> <p>Secure agreement by October 2019</p> <p>(Deliver Smarter Choices in 10 local authority areas. Agreements in Place June 19)</p> <p>Report on 2018/19 academic year in Aug 2019; Interim report on term 1 of 19/20 academic year, Feb 20</p>
Review potential sources of funding for WOW beyond core programme, including Smarter Choices Smarter Places, sponsorship and self-funding models which could be used to support schools in less deprived areas	Collect information for a report into funding options for non-target schools (e.g. beyond pilot schools and outside deprived areas) and the views of stakeholders	Produce a short paper on alternate funding options and stakeholder opinion by October 2018
Pilot new secondary school programme, in partnership with Modeshift	<p>Work with up to three schools to pilot the new approach</p> <p>(Additional target of two schools levered through Smarter Choices Smarter Places programme development activities – total reach 5 schools)</p>	<p>Project scope and partnership agreed June 19</p> <p>Trial in at least three schools October 19 to March 20</p> <p>Evaluation March 20</p>

Develop our partnership with other active travel organisations to ensure a strategic and joined approach to promotion	Co-ordinated joint working across modes and organisations through: <ul style="list-style-type: none"> • Contributing to a national steering group on active schools' delivery • Putting in place protocols for data sharing and promotion • Joint promotion initiatives • Developing shared approaches to evaluation at a school and local authority level 	Agreements in place by May 18
Celebrate National Walk to School Week (May) and International Walk to School month (October) to raise the programme profile	Deliver a walk to school events with six local authority partners	Events take place in May & October and receive media coverage. Ministerial visit to one event. Report on media coverage Q1 July 2019

Communities Work

Activity	Key delivery methods/outputs	Milestones
<p>Project 1: inclusive and enabling streets project</p> <p>Participants lead on delivering infrastructure that better meets their needs and delivers better quality walking infrastructure for everyone.</p>	<p>Recruit local authority and community partners, with an initial focus on working with active travel hub partners*</p> <p>Work with community to identify issues and priorities for active travel via participatory approach. Establish base line for the project to aid future evaluation</p> <p>Develop year two programme focused on agreed interventions and potential funding options for capital investment and evaluation parameters</p> <p><i>*Initial conversations with Forth Environment Link have commenced</i></p>	<p>Agreements in place end of June 2019</p> <p>Report on issues and priorities December 2020</p> <p>Document participatory approaches and learning for future projects</p> <p>Programme agreement with partners for year two March 2020</p>
<p>Project 2: Walk to school project</p> <p>Participants co-design a programme, including infrastructure and behaviour change elements to reduce parking and traffic issues in the vicinity of the school, and promote walking to school</p>	<p>Recruit local authority and community partners</p> <p>Work with community to identify issues and priorities for active travel via participatory approach. Establish base line for the project to aid future evaluation</p> <p>Develop year two programme focused on agreed interventions and potential funding options for capital investment and evaluation parameters</p>	<p>Agreements in place end of June 2019</p> <p>Report on issues and priorities February 2020</p> <p>Document participatory approaches and learning for future projects</p> <p>Programme agreement with partners</p>

<p>Project 3: Linking Public Transport and walking</p> <p>This project will mainstream and take forward Living Streets' work on buses and walking, focused on delivering a capital programme with partners</p>	<p>Disseminate findings of 'Bus Connectivity and Walking' project</p> <p>Work with stakeholders to identify issues and priorities for active travel via based on the outcomes from our 2018/19 Buses Connect project</p> <p>Focus on areas where capital improvements can be delivered, and funding secured</p>	<p>June 2019</p> <p>Develop work programme by September 2019</p> <p>Assist in assembling draft bids to key funders February – March 2020</p>
<p>Share learning from the 2018/19 programme and emerging lessons from work in 2020.</p>	<p>Complete handover of 2018/19 projects to communities and local authority partners</p> <p>Host two thematic workshops on best practice, focused on working with communities on accessible streets</p> <p>Develop an overarching theory of change to assist with planning and evaluating work with communities focused on active travel</p> <p>Ensure work reflects and complements the roll-out of the Place Standard, Participatory Budgeting, Community Empowerment bills</p>	<p>May 2019 report on final outcomes and project status</p> <p>February 2020</p> <p>Draft model by June 2019, to be reviewed and updated by March 2020</p> <p>Contribute to working groups, forums, conferences and consultations</p>

Best Practice Work

Activity	Key delivery methods/outputs	Milestones
<p>Co-ordinate work with other active travel delivery organisations</p>	<p>Development of partnership projects related to communities, schools and work places that maximise synergies</p>	<p>2019/20 Programme information sharing and co-ordination completed May 19</p> <p>Joint working opportunities identified by December 2019</p>
<p>Clearly communicate the benefits of walking to key audiences charged with delivering transport and related policies</p>	<p>Provide advice on delivering a better walking environment by identifying and responding to key national consultations and local consultations where there are opportunities to implement and deliver national policies. Six consultation responses in total, including major streetscape projects (e.g. Community Links Plus).</p> <p>Where appropriate encourage work with organisations engaging with children, older people and disability groups to highlight benefits to these groups of walking investment.</p>	<p>Ongoing – target to be achieved by March 20 (ongoing reporting, to Quarter 4)</p>

	<p>Present the learning from Transport Scotland funded work at three conferences</p> <p>Host a walking summit with key stakeholders to celebrate and promote best practice</p>	March 2020
<p>Support the work of the National Walking Strategy Delivery Forum and National Road Safety Framework</p> <p>Ensure walking is represented in the discussions of the Scottish Road Maintenance Forum and other fora</p>	<p>Contribute to the work of the National Walking Strategy Delivery Forum. Work with partners to develop new projects through the National Walking Strategy Delivery Forum.</p> <p>Report on our activities and contribute to monitoring and evaluation of delivery of the strategy.</p> <p>Contribute to the Road Safety Operational Programme Group by:</p> <ul style="list-style-type: none"> • Attending steering group meetings to represent pedestrian interests • Providing advice on project bids • Where appropriate, develop new projects that deliver safer streets. <p>Attend two forum meetings</p>	<p>Ongoing: quarterly meetings (ongoing reporting, to Quarter 4)</p> <p>Ongoing. Develop at least one project by March 20 (Quarter 4)</p> <p>As per Path for All requirements</p> <p>Attend two meetings by March 20</p>
<p>Engage with policy makers to ensure footway parking legislation offers practical solutions to local problems.</p>	<p>Working with Transport Scotland to deliver work which supports the development of practical and effective footway parking controls.</p> <p>Ensure vulnerable users are considered in the development of legislative proposals and supporting policies.</p>	<p>Influence guidance on implementing the act October 2019</p>
<p>Address issues around to walking to work</p>	<p>Assess the walking environment and place quality in three major business parks to identify improvements and future projects that could be supported via the Smarter Choices Programme or Community Links</p>	<p>Confirm target sites June 19</p> <p>Field work complete October 2019</p> <p>Final report Feb 2020</p>

Additionally:

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

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

2.7 The eligible costs exclude:

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

3. Payment of Grant

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

4. Inspection and Information

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

Tackling the School Run

- Number of schools signing up and level of participation (e.g. classes / pupils logging journeys)

- Mode choice of participants as per Hands Up Survey (HUS) classification e.g. walking, park and stride etc.
- Total number of participants and journeys by terms and academic year
- Change from HUS baseline / start of project
- Progress / change in Mode by term / month / academic year across the whole programme
- Progress against a 5-10% target for increases in active travel
- Impact of time limited activities – e.g. walk of fame inter school walking competition
- Socio economic data on participating schools
- Walk to School Week participation in May
- Case studies on good or innovative practice
- Case studies on high schools' work including survey of pupils and teachers on the prospects for changes in behaviour

Healthier and safer streets

- Case study on each project that includes improvements identified by communities / measures agreed with partners for next stage delivery
- Experiences of participants in the programme and views of partners on learning and influence of working with Living Streets Scotland. Progress against expectations at start of the project
- Feedback on all events from participants regarding effectiveness and learning and increased likelihood of taking-action
- Socio-economic data on the project areas
- Evaluation plan agreed for next phases of the project, against outcomes agreed with communities

Best practice work

- Feedback on the national walking summit
- Activities where Living Streets contribution is likely to have influenced changes in policy or practice, including new projects and initiatives developed with partners
- Monitor uptake of Living Streets Scotland news letter
- Record participation in key working groups
- Feedback from partners on the business parks report, including identification of future projects

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

of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Programme and the use of the Grant.

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

5. Confidentiality and Data Protection

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Programme.
- 5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the Programme.
- 5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

6. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds during the lifetime of the assets. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

7. Publicity

- 7.1 The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Programme the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.
- 7.2 The Grantee shall produce media that engages with their partners and contact networks, including: quarterly newsletters, case studies and video.
- 7.3 The Grantee shall ensure that the website profile relating to **Living Streets Scotland** is customer focussed and that all information, guidance and advice related to the programme is fully accessible, with appropriate signposting to relevant funding and support via active travel delivery partner websites, as necessary.
- 7.4 The Grantee shall acknowledge Transport Scotland funding, and include the Transport Scotland logo, in all publicity material.
- 7.5 The Grantee shall work with active travel delivery partners to produce a joined up Communications approach, working with Transport Scotland Communications team to advise Scottish Ministers of forthcoming engagements and promotional opportunities.

8. Intellectual Property Rights

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

9. Default and Recovery etc. of Grant

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

basis as may be determined from time to time by the Commission of the European Union.

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

10. Assignment

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

11. Termination

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

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

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

15. Governing Law

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

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

Yours sincerely

□
□

08/05/2019

GRANT ACCEPTANCE

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

Signed:

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROGRAMME

To delivery active travel, community and health objectives in Scotland through the following 3 key elements:

1. Work to support more children – and their families – to walk to school each day
2. Work to deliver 3 small diverse projects that will create healthier and safer streets for everyone
3. Work to inspire more people to walk each day and promote best practice via working with delivery organisations at a national and local level.

In 2019-20, Living Streets will aim to build more clearly on experience to date, setting out ambitious new goals and aligning our objectives even more closely with those of Transport Scotland to:

- Focus resources on effective delivery of key activities at a local level and effective partnerships
- Be more targeted in work, towards Transport Scotland objectives, for example targeting areas of deprivation and demonstrating a model for effective community engagement
- Strengthen focus on sharing learning, so it has the widest possible impact
- Continue to improve partnership working, across all our work, so walking and cycling projects are integrated wherever possible.

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £250,000 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **SCHEDULE 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable over the financial year 2019/20. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a quarterly profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the Programme shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. Each claim shall be for an amount equal to the estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Programme 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 has reasonably and properly incurred in connection with the Programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 weeks of receiving a claim and any required documentation and information relevant to the claim.

7. In order to facilitate the accrual of expenditure of the Grant for the financial year the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 15 April the amount of the Grant actually expended up to and including 31 March.

8. The grantee will provide quarterly reports on progress made against outcomes, a final annual report to report on achievements over the full year against outcomes and evaluation report of each of the three project elements. The timetable for these reports is:

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

SCHEDULE 2

GRANT CLAIM FORM

Organisation: «Name and Address»

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

Programme: «Name/Description»

Total agreed grant for: «20XX-XX»: «Amount»

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

Grant claimed to date: «Amount»

Claim for grant for the period from [Click here to enter a date.](#) **to** [Click here to enter a date.](#)
or to [Click here to enter a date.:](#) «Amount»

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

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

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

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

Living Streets – A Walking Nation

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

Signed:

Name in block capitals:

Position:

Date: [Click here to enter a date.](#)

SCHEDULE 4

DEFINITIONS

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

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

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

“**Default**” means:

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

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

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

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

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

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

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

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