

From: Redacted - 38(1)(b)
Sent: 29 March 2019 10:59
To: Redacted - 38(1)(b)
Cc: Redacted - 38(1)(b)
Subject: Offer of Grant 2019-20

Dear Redacted - 38(1)(b),

Please find attached Offer of Grant for 2019-20. I would be grateful if you can confirm your acceptance by returning a copy to me with the relevant details on page 9 completed. Please also note that the drawdown schedule has been profiled with payment of £0.5m in April 2019 and £0.5m in August 2019, as advised by Redacted - 38(1)(b) in our recent correspondence.

With best regards

Redacted - 38(1)(b)

Redacted - 38(1)(b) | Sponsorship and Funding Team | Culture and Historic Environment Division |
The Scottish Government | 2-G (South), Victoria Quay | Edinburgh EH6 6QQ | Redacted - 38(1)(b)



From: Redacted - 38(1)(b)
Sent: 18 November 2019 15:54
To: Redacted - 38(1)(b)
Subject: RE: Second World War anniversaries in 2020

Dear Redacted - 38(1)(b),

I hope you are well too. We would not intend to mark any of these events, but will continue to commemorate the Armistice in November, as we have done from opening.

Best,

Redacted - 38(1)(b)

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Redacted - 38(1)(b)

V&A Dundee , 1 Riverside Esplanade, Dundee, DD1 4EZ, Scotland

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Design Dundee Ltd is a registered Scottish Charity, No: SC041219

From: Redacted - 38(1)(b)
Sent: 18 November 2019 09:11
To: Redacted - 38(1)(b)
Subject: Second World War anniversaries in 2020

Dear Redacted - 38(1)(b),

I hope this finds you well.

I have been asked by SG colleagues whether any cultural bodies in Scotland are intending to mark any of the **Second World War anniversaries** in 2020 in any way.

I would be grateful if you were able to pass this email request on to the appropriate person at V&A Dundee.

Key dates mentioned are:

- **5 May 2020:** 75th Anniversary of Liberation Day (Netherlands) by Scottish Forces
- **8 May 2020:** 75th Anniversary of Victory in Europe (VE) Day
- **26 May - 4 Jun 2020:** 80th Anniversary of Allied evacuation from Dunkirk, including the sinking of the HMT Lancastria
- **12 Jun 2020:** 80th Anniversary of the surrender of 51st Highland Division to German Armed Forces at St Valery; approx. 10,000 Scots taken prisoner, including Gordon Highlanders
- **15 Aug 2020:** 75th Anniversary of Victory over Japan (VJ) Day

It would be very helpful if you could reply **by cop 22 November**.

With thanks and Best Wishes,

Redacted - 38(1)(b)

Redacted - 38(1)(b) | Culture and Historic Environment | Directorate for Culture, Tourism and Major Events | Scottish Government | Victoria Quay | Edinburgh EH6 6QQ | Redacted - 38(1)(b)

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From: Redacted - 38(1)(b)
Sent: 06 November 2019 16:09
To: Redacted - 38(1)(b)>
Subject: Re: V&A Dundee up to date briefing

Hi Redacted - 38(1)(b),

Thanks for your email. Great to be in touch – I wasn't at Museum Delivery Committee.

Our most recent figures are here: <https://www.vam.ac.uk/dundee/info/830000-visitors-welcomed-in-first-year/>

The economic impact figures are estimates at this point, as we're working on the final figures currently.

Are you available to speak tomorrow? Would be good to understand a bit more about the event in December.

Best,

Redacted - 38(1)(b)

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Redacted - 38(1)(b)

V&A Dundee , 1 Riverside Esplanade, Dundee, DD1 4EZ, Scotland

Redacted - 38(1)(b)

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Design Dundee Ltd is a registered Scottish Charity, No: SC041219

From: Redacted - 38(1)(b)
Date: Wednesday, 6 November 2019 at 15:21
To: Redacted - 38(1)(b)
Subject: V&A Dundee up to date briefing

Hi Redacted - 38(1)(b),

I got your email from Redacted - 38(1)(b). I have recently started in the culture division and am leading on cultural capital projects. I have been up to the V&A Dundee to attend a Museum Delivery Committee meeting on 15 October, but I don't believe that I met you then.

I have been asked to provide some briefing on the V&A Dundee for the Dundee and Tayside showcase event in London in December.

I have previous briefings which cover most of the information, but I was wondering if you would be able to provide me with some up to date figures?

Specifically I would like to have the total number of visitors in the first year of operation, and if it is available, the economic Impact assessment for the first year of operation? If you are able to get back to me by the end of the week that would be helpful. Apologies for tight turnaround, but briefings are being collated by another division.

Happy to discuss.

Many thanks,
Redacted - 38(1)(b)

Redacted - 38(1)(b) | Culture and Historic Environment | Directorate for Culture, Tourism and Major Events | Scottish Government | Victoria Quay | Edinburgh EH6 6QQ | Redacted - 38(1)(b)

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Buidheann-stiùiridh Cultair, Turasachd agus Mòr-thachartasan
Culture, Tourism and Major Events Directorate
Roinn a' Chultair agus Dileab na h-Àrainneachd
Culture and Historic Environment Division



F/T: [REDACTED]
E: [REDACTED]@gov.scot

[REDACTED]
[REDACTED]
Dundee Limited
Enterprise House
3 Greenmarket
Dundee
DD1 4QB

Your ref:
Our ref:
18 March 2019

Dear [REDACTED]

DESIGN DUNDEE LIMITED – REVENUE GRANT FUNDING 2018-19

Financial Allocation - Revised

The Scottish Ministers in exercise of their powers under Section 23 of the National Heritage (Scotland) Act 1985 hereby offer to give to Design Dundee Limited ("the Grantee") a grant of up to £1,611,000 STERLING, payable over the financial year 2018-19 in connection with the completion and ongoing operation of the V&A Museum of Design Dundee, 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 and expected outcomes of the grant are expressly to support the operational costs of Design Dundee Ltd to:

- Enable the completion of construction of the new V&A Dundee museum;
- Deliver a high quality exhibitions programme with regular provision of a range of free to access activity and displays, widening public access and participation levels;
- Deliver inclusive learning and outreach programmes, inspiring learners' creativity and developing future skills for design and business innovation;
- Develop dynamic and interactive digital learning opportunities, evidencing increasing levels of public digital interaction;
- Develop a national programme for design led business innovation which supports companies from across Scotland;
- Provide support for Scotland's creative industries, enabling them to innovate, grow, showcase their work and fulfil their economic potential;
- Strengthen Scotland's economy and international profile by building on our external relationships, attracting increased numbers of visitors from both home and abroad and opening opportunities in new markets;
- Achieve and maintain BREEAM excellent rating;
- Ensure that in delivering and operating the Museum, consider steps that might promote fair working practices, including payment of the Living Wage as this relates to the Grantee's areas of responsibility; and
- Ensure that in delivering and operating the Museum, consider steps that might further promote and protect the rights of children and young people, consistent with the requirements of the United Nations Conventions on the Rights of the Child (UNCRC) as this relates to the Grantee's areas of responsibility.

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

- That we receive regular reports providing an update on progress as part of the monitoring arrangements coordinated by Heritage Lottery Fund until it is agreed that these arrangements have ceased;
- That we are notified of any likely or actual slippage in the project to enable suitable financial planning;
- That once the museum is open to the public, we receive regular reports on progress in meeting the Business Plan and the Benefits Realisation Plan;

- That you can demonstrate that your policies, practices and procedures are consistent with promoting fair working practices including payment of the Living Wage; and
- That you can demonstrate that your policies, practices and procedures are consistent with the requirements of the UNCRC

2.6 The eligible costs exclude any reclaimable costs, including reclaimable Value Added Tax.

3. Payment of Grant

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

3.2 The Grantee shall within 3 months 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 Chief Executive

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

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

4. Inspection and Information

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

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

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

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

4.5 The Grantee shall keep and maintain for a period of at least 2 years (or longer if required under HMRC guidance) 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 during the lifetime of that 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 £10,000.

7. Publicity

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

8. Intellectual Property Rights

8.1 All Intellectual Property Rights shall, on creation, vest solely in the Grantee for the full duration of such rights.

8.2 Notwithstanding Clause 8.1, the Grantee hereby grants the Scottish Ministers a perpetual, non-exclusive, royalty-free, world-wide, non-transferable or sublicensable (subject to Clause 8.3) licence to use the Intellectual Property Rights on a non-commercial basis and in all media (now known or hereinafter invented) for the following purposes:

(a) of promoting, marketing and advertising the Scottish Ministers investment in the Project and the social, economical, cultural and educational benefits the Project brings for Scotland; and

(b) non-commercial educational resources for use within publicly funded schools, community education and outreach work.

8.3 The Scottish Ministers may sub-licence its licence referred to in Clause 8.2 to Scottish Government public bodies and to any body or person connected with the purposes described in Clause 8.2 (b) (excluding for the avoidance of doubt any Higher and/or Further educational bodies or institutions) and subject to such use being for the same purpose as identified in Clause 8.2 only. Other than as set out in this Clause, should the Scottish Ministers wish to sub-licence the rights granted to it under clause 8.2, prior written consent from the Grantee must be obtained and the Grantee confirms it shall act reasonably in this regard.

8.4 The Scottish Ministers understand and acknowledge that (i) ownership of the Brand vests in the Board of Trustees of the Victoria and Albert Museum; and (ii) the licence granted in Clause 8.2 does not include a right or licence to use the Brand. Where the Scottish Ministers wishes to use the Brand, it shall notify DDL's Marketing Manager accordingly. The Grantee shall liaise with the Board of Trustees of the Victoria and Albert Museum and respond to such request within fourteen (14) days of receipt.

8.5 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.

8.6 The terms of Clause 8.1-8.6 (inclusive) shall survive termination of this Agreement.

9. Default and Recovery etc. of Grant

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

9.1.1 The Grantee commits a Default;

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

9.1.3 The Grantee fails to carry out the Project;

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

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

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

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

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

9.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or



for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or

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

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

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

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

10. Assignment

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

11. Termination

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

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

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

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 Victoria Quay. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely



████████████████████
████████████████████████████████████████
For and on behalf of Scottish Ministers



GRANT ACCEPTANCE

On behalf of Design Dundee Limited I accept the foregoing revised offer of Grant by the Scottish Ministers dated 18 March 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

The main objectives and expected outcomes of the grant are expressly to support the operational costs of Design Dundee Ltd to:

- Enable the completion of construction of the new V&A Dundee museum;
- Deliver a high quality exhibitions programme with regular provision of a range of free to access activity and displays, widening public access and participation levels;
- Deliver inclusive learning and outreach programmes, inspiring learners' creativity and developing future skills for design and business innovation;
- Develop dynamic and interactive digital learning opportunities, evidencing increasing levels of public digital interaction;
- Develop a national programme for design led business innovation which supports companies from across Scotland;
- Provide support for Scotland's creative industries, enabling them to innovate, grow, showcase their work and fulfil their economic potential;
- Strengthen Scotland's economy and international profile by building on our external relationships, attracting increased numbers of visitors from both home and abroad and opening opportunities in new markets;
- Achieve and maintain BREEAM excellent rating;
- Ensure that in delivering and operating the Museum, consider steps that might promote fair working practices, including payment of the Living Wage as this relates to the Grantee's areas of responsibility; and
- Ensure that in delivering and operating the Museum, consider steps that might further promote and protect the rights of children and young people, consistent with the requirements of the United Nations Conventions on the Rights of the Child (UNCRC) as this relates to the Grantee's areas of responsibility.

PART 2: PAYMENT OF GRANT

1. The total Grant of £1,611,000 shall be payable by the Scottish Ministers to the Grantee quarterly (unless otherwise agreed in writing with Ministers) on receipt of a completed claim for Grant in the form set out in Schedule 2 together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable over the financial year 2018-19. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. Each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Project since the submission by it of the last claim for an instalment of the Grant or 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 has reasonably and properly incurred or 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 2 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 10 April the amount of the Grant actually expended up to and including 31 March.



SCHEDULE 2

GRANT CLAIM FORM

Organisation: *Design Dundee Limited*

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

Project: *[Name / Description]*

Total agreed grant for 2018-19: £1,611,000

Latest forecast of expenditure of grant for 2018-19: *[Amount]*

Grant claimed to date: £1,361,000

[Unexpended grant: where grant is paid in advance] *[Amount]*

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

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

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

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

| A Item | B Amount (£) | C Paid Invoice [Y/N] | D 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

Design Dundee Limited

This is to confirm that the grant claimed by Design Dundee Limited in relation to the above Project during the financial year ended 31 March 2019 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 Design Dundee Limited.

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;

Brand means the "V&A Museum of Design Dundee" brand including the trade names, logos, domain names V&A Dundee.org and any other name or stylised or graphic version of that name or associated insignia incorporating 'V&A' or 'Victoria and Albert Museum' but specifically not including the general V&A brand used by V&A (London);

“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, but not limited to, all copyright, moral rights, patents and rights in inventions, trade marks, trade names, domain names, rights to goodwill, registered designs, unregistered designs, confidential information (including know-how and trade secrets), software (including object code and source code), database rights and other intellectual property rights in each case whether registered or unregistered produced as part of the Project by or on behalf of the Grantee using the Grant, and including all applications (or rights to apply) for, and renewals or extensions of, such rights and similar or equivalent rights which subsist or will subsist now or in the future in any part of the world.

“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.

Annex A

DESIGN DUNDEE LIMITED – 2018-19 GRANT PROFILE

| TITLE | GRANT OFFER 2018-19 | Apr 18 | May 18 | Jun 18 | Jul 18 | Aug 18 | Sep 18 | Oct 18 | Nov 18 | Dec 18 | Jan 19 | Feb 19 | Mar 19 |
|-----------------|---------------------|-------------|--------|--------|-------------|---------------|--------|--------|--------|--------|--------|--------|--------------|
| Revenue funding | £1.611m | 0.5m | | | 0.5m | 0.361m | | | | | | | 0.250 |
| TOTAL | £1.611m | 0.5m | | | 0.5m | 0.361m | | | | | | | 0.250 |
| Date of Claim | | | | | | | | | | | | | |

Date -

F/T: [REDACTED]
E: [REDACTED]



Design Dundee Limited
1 Riverside Esplanade
Dundee DD1 4EZ

Your ref:
Our ref:
29 March 2019

Dear [REDACTED]

DESIGN DUNDEE LIMITED – REVENUE GRANT FUNDING 2019-20

Financial Allocation

The Scottish Ministers in exercise of their powers under Section 23 of the National Heritage (Scotland) Act 1985 hereby offer to give to Design Dundee Limited (“the Grantee”) a grant of up to £1,000,000 STERLING, payable over the financial year 2019-20 in connection with the ongoing operation of V&A Dundee, 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 and expected outcomes of the grant are expressly to support the operational costs of Design Dundee Ltd to:

- Deliver a high quality exhibitions programme with regular provision of a range of free to access activity and displays, widening public access and participation levels;
- Deliver inclusive learning and outreach programmes, inspiring learners' creativity and developing future skills for design and business innovation;
- Develop dynamic and interactive digital learning opportunities, evidencing increasing levels of public digital interaction;
- Develop a national programme for design led business innovation which supports companies from across Scotland;
- Provide support for Scotland's creative industries, enabling them to innovate, grow, showcase their work and fulfil their economic potential;
- Strengthen Scotland's economy and international profile by building on our external relationships, attracting increased numbers of visitors from both home and abroad and opening opportunities in new markets;
- Achieve and maintain BREEAM excellent rating;
- Ensure that in delivering and operating the Museum, consider steps that might promote fair working practices, including payment of the Living Wage as this relates to the Grantee's areas of responsibility; and
- Ensure that in delivering and operating the Museum, consider steps that might further promote and protect the rights of children and young people, consistent with the requirements of the United Nations Conventions on the Rights of the Child (UNCRC) as this relates to the Grantee's areas of responsibility.

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

- That a Benefits Realisation Plan is submitted and approved by Scottish Government;
- That we receive regular reports evidencing progress in meeting the Business Plan and the Benefits Realisation Plan;
- That you can demonstrate that your policies, practices and procedures are consistent with promoting fair working practices including payment of the Living Wage; and

- That you can demonstrate that your policies, practices and procedures are consistent with the requirements of the UNCRC

2.6 The eligible costs exclude any reclaimable costs, including reclaimable Value Added Tax.

3. Payment of Grant

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **SCHEDULE 1** attached.
- 3.2 The Grantee shall within 3 months 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 Chief Executive
- 3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.
- 3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year as set out in **SCHEDULE 1**, unless otherwise agreed in writing by the Scottish Ministers.

4. Inspection and Information

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

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

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

4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project is consistent with the Agreement.

The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.

4.5 The Grantee shall keep and maintain for a period of at least 2 years (or longer if required under HMRC guidance) 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 during the lifetime of that 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 £10,000.

7. Publicity

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

8. Intellectual Property Rights

8.1 All Intellectual Property Rights shall, on creation, vest solely in the Grantee for the full duration of such rights.

8.2 Notwithstanding Clause 8.1, the Grantee hereby grants the Scottish Ministers a perpetual, non-exclusive, royalty-free, world-wide, non-transferable or sublicensable (subject to Clause 8.3) licence to use the Intellectual Property Rights on a non-commercial basis and in all media (now known or hereinafter invented) for the following purposes:

(a) of promoting, marketing and advertising the Scottish Ministers investment in the Project and the social, economical, cultural and educational benefits the Project brings for Scotland; and

(b) non-commercial educational resources for use within publicly funded schools, community education and outreach work.

8.3 The Scottish Ministers may sub-licence its licence referred to in Clause 8.2 to Scottish Government public bodies and to any body or person connected with the purposes described in Clause 8.2 (b) (excluding for the avoidance of doubt any Higher and/or Further educational bodies or institutions) and subject to such use being for the same purpose as identified in Clause 8.2 only. Other than as set out in this Clause, should the Scottish Ministers wish to sub-licence the rights granted to it under clause 8.2, prior written consent from the Grantee must be obtained and the Grantee confirms it shall act reasonably in this regard.

8.4 The Scottish Ministers understand and acknowledge that (i) ownership of the Brand vests in the Board of Trustees of the Victoria and Albert Museum; and (ii) the licence

granted in Clause 8.2 does not include a right or licence to use the Brand. Where the Scottish Ministers wishes to use the Brand, it shall notify DDL's Marketing Manager accordingly. The Grantee shall liaise with the Board of Trustees of the Victoria and Albert Museum and respond to such request within fourteen (14) days of receipt.

8.5 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.

8.6 The terms of Clause 8.1-8.6 (inclusive) shall survive termination of this Agreement.

9. Default and Recovery etc. of Grant

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

9.1.1 The Grantee commits a Default;

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

9.1.3 The Grantee fails to carry out the Project;

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

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

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

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

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

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

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

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

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

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

10. Assignment

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

11. Termination

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

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

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

15. Governing Law

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

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

Yours sincerely




Culture and Historic Environment Division
For and on behalf of Scottish Ministers

GRANT ACCEPTANCE

On behalf of Design Dundee Limited I accept the foregoing revised offer of Grant by the Scottish Ministers dated 29 March 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

The main objectives and expected outcomes of the grant are expressly to support the operational costs of Design Dundee Ltd to:

- Deliver a high quality exhibitions programme with regular provision of a range of free to access activity and displays, widening public access and participation levels;
- Deliver inclusive learning and outreach programmes, inspiring learners' creativity and developing future skills for design and business innovation;
- Develop dynamic and interactive digital learning opportunities, evidencing increasing levels of public digital interaction;
- Develop a national programme for design led business innovation which supports companies from across Scotland;
- Provide support for Scotland's creative industries, enabling them to innovate, grow, showcase their work and fulfil their economic potential;
- Strengthen Scotland's economy and international profile by building on our external relationships, attracting increased numbers of visitors from both home and abroad and opening opportunities in new markets;
- Achieve and maintain BREEAM excellent rating;
- Ensure that in delivering and operating the Museum, consider steps that might promote fair working practices, including payment of the Living Wage as this relates to the Grantee's areas of responsibility; and
- Ensure that in delivering and operating the Museum, consider steps that might further promote and protect the rights of children and young people, consistent with the requirements of the United Nations Conventions on the Rights of the Child (UNCRC) as this relates to the Grantee's areas of responsibility.

PART 2: PAYMENT OF GRANT

1. The total Grant of £1,000,000 shall be payable by the Scottish Ministers to the Grantee quarterly (unless otherwise agreed in writing with Ministers) 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 profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. Each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Project since the submission by it of the last claim for an instalment of the Grant or 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 has reasonably and properly incurred or 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 2 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 10 April the amount of the Grant actually expended up to and including 31 March.



SCHEDULE 2

GRANT CLAIM FORM

Organisation: *Design Dundee Limited*

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

Project: *[Name / Description]*

Total agreed grant for 2019-20: £1,000,000

Latest forecast of expenditure of grant for 2019-20: *[Amount]*

Grant claimed to date: £1,000,000

[Unexpended grant: *where grant is paid in advance*] *[Amount]*

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

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

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

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

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

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

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Design Dundee Limited

This is to confirm that the grant claimed by Design Dundee Limited in relation to the above Project during the financial year ended 31 March 2019 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 Design Dundee Limited.

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;

Brand means the "V&A Museum of Design Dundee" brand including the trade names, logos, domain names V&A Dundee.org and any other name or stylised or graphic version of that name or associated insignia incorporating 'V&A' or 'Victoria and Albert Museum' but specifically not including the general V&A brand used by V&A (London);

“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, but not limited to, all copyright, moral rights, patents and rights in inventions, trade marks, trade names, domain names, rights to goodwill, registered designs, unregistered designs, confidential information (including know-how and trade secrets), software (including object code and source code), database rights and other intellectual property rights in each case whether registered or unregistered produced as part of the Project by or on behalf of the Grantee using the Grant, and including all applications (or rights to apply) for, and renewals or extensions of, such rights and similar or equivalent rights which subsist or will subsist now or in the future in any part of the world.

“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.

Annex A

DESIGN DUNDEE LIMITED – 2019-20 GRANT PROFILE

| TITLE | GRANT OFFER 2019-20 | Apr 18 | May 18 | Jun 18 | Jul 18 | Aug 18 | Sep 18 | Oct 18 | Nov 18 | Dec 18 | Jan 19 | Feb 19 | Mar 19 |
|-----------------|----------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Revenue funding | £1m | 0.5m | | | | 0.5m | | | | | | | |
| TOTAL | £1m | 0.5m | | | | 0.5m | | | | | | | |
| Date of Claim | | | | | | | | | | | | | |

Date -

SCHEDULE 2
GRANT CLAIM FORM

Organisation: Design Dundee Limited

Bank details: [REDACTED]

Project: V&A Dundee

Total agreed grant for 2019-20: £1,000,000

Latest forecast of expenditure of grant for 2019-20: £1,000,000

Grant claimed to date: £500,000

Unexpended grant: £500,000

Claim for grant for the period from 01-04-2019 to 31-03-2020: £500,000 (final instalment)

We hereby claim grant of £500,000 in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 29 March 2019 and the Schedules attached thereto.

Completed by: [REDACTED]

Position: [REDACTED]

Contact Details: [REDACTED]

Date: 1 August 2019

Items of Expenditure

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

| A | B | C | D |
|------------------------------------------|-------------------|---------------------------|--------------------------------------------------------------------|
| Item | Amount (£) | Paid Invoice [Y/N] | Other (please specify, e.g. certificate of payment in kind) |
| Eligible operating costs incurred | £500,000 | N | Payroll records/Supplier invoices |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL* | £500,000 | | |

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