

Transport Scotland Finance - Section 70 Reports

2010-11 Annex 1

2011-12 Annex 2

2012-13 <https://www.transport.gov.scot/publication/transport-scotland-section-70-return-2012-13/>

2013-14 <https://www.transport.gov.scot/publication/transport-scotland-section-70-return-2013-14/>

2014-15 <https://www.transport.gov.scot/publication/transport-scotland-section-70-return-2014-15/>

2015-16 <https://www.transport.gov.scot/publication/transport-scotland-section-70-return-2015-16/>

2016-17 <https://www.transport.gov.scot/publication/transport-scotland-section-70-return-2016-17/>

2017-18 <https://www.transport.gov.scot/publication/transport-scotland-section-70-return-2017-18/>

2018-19 <https://www.transport.gov.scot/publication/transport-scotland-section-70-return-2018-19/>

2019-20 Currently Awaiting Publication (FOISA Exemption S.27)

Transport Scotland Finance – Annual Accounts

These Annual Accounts have the loan repayments in Note 9 found at the mentioned page number.

2010-11 P59 <https://www.transport.gov.scot/media/27317/j201251.pdf>

2011-12 P64 <https://www.transport.gov.scot/media/29551/j237504.pdf>

2012-13 P76 <https://www.transport.gov.scot/media/30902/j283947.pdf>

2013-14 P77 <https://www.transport.gov.scot/media/38653/transport-scotland-annual-report-and-accounts-2013-14.pdf>

2014-15 P76 <https://www.transport.gov.scot/media/33645/annual-report-and-accounts-2014-15-v2.pdf>

2015-16 P42 <https://www.transport.gov.scot/media/20272/j454437.pdf>

2016-17 P43 <https://www.transport.gov.scot/media/40215/sct09179909561.pdf>

2017-18 P86 <https://www.transport.gov.scot/media/43243/transport-scotland-annual-report-and-accounts-2017-18.pdf>

2018-19 P104 <https://www.transport.gov.scot/media/45827/transport-scotland-annual-report-and-account-2018-19.pdf>

2019-20 Currently Awaiting Publication (FOISA Exemption S.27)

Repayments against any Loans or conditions associated to any Grants:

2013/14

Transport Scotland Bus Operators

Payments to bus operators (and authorities operating as back offices) to reimburse additional costs arising due to the installation of Electronic Ticketing Machinery.
£154,978.80

Traveline

Payments to Traveline Scotland Ltd for continued operation of the Enquiry Management System (EMS).
£1,215.55

2014/15

Transport Scotland Bus Operators (and authorities operating as back offices)
Payments to bus operators (and authorities operating as back offices) to reimburse additional costs arising due to the installation of Electronic Ticketing Machinery.
£177,027.95

2016/17

South-East of Scotland Transport Partnership (SESTRAN)

Smart Ticketing Challenge Fund payments made to successful local authority and regional transport partnership applicants, to part fund 2016/17 investment in smart ticketing equipment upgrade on tendered passenger transport services, in support of development.
£67,924.10

2017/18

Transport Scotland Bus Operators (and authorities operating as back offices)
Payments to bus operators (and authorities operating as back offices) to reimburse additional costs arising due to the installation of Electronic Ticketing Machinery.
£30,773.10

2018/19

Transport Scotland Bus Operators (and authorities operating as back offices)
Payments to bus operators (and authorities operating as back offices) to reimburse additional costs arising due to the installation/upgrade of Electronic Ticketing Machinery.
£648,519.52

2019/20

Transport Scotland Bus Operators (and authorities operating as back offices)
Payments to bus operators (and authorities operating as back offices) to reimburse additional costs arising due to the installation/upgrade of Electronic Ticketing Machinery.
£591,369.52

Transport Scotland Bus Operators

Payments made to bus operators to fund the Scotland Wide Concessionary Travel Modern Apprentice Pilot Scheme
£12,105.35

Transport Scotland Bus Operators

Covid-19 support grant payments made to bus operators in respect of the Scotland Wide Concessionary Travel Scheme for elderly and disabled people.
£7,215,606.28

(a) £3,708,854.02 31-MAR-2016

(b) Forth Estuary Transport Authority

(c) The Grant is made to enable the Grantee to carry out its statutory functions. The revenue grant shall only be used to fund revenue expenditure and the capital grant shall only be used to fund capital expenditure, as set out in the Grantee's capital spending programme, as agreed with the Scottish Ministers.

(a) £2,600,543.72 11-SEP-2019 and £184,093.83 12-JUN-2020

(b) Tay Road Bridge Joint Board

(c) Revenue Grant - The Grant is made to enable the Grantee to carry out its statutory functions. It shall only be used to fund revenue expenditure, as set out in the Grantee's revenue spending programme, as agreed with the Scottish Ministers.
Capital Grant - The Grant is made to enable the Grantee to fulfil its statutory functions. It shall only be used to fund capital expenditure, as set out in the Grantee's capital spending programme, as agreed with the Scottish Ministers.

Annex 3-11 include conditions associated with the following 'Purpose of Grant' descriptions:

- Payments made to ferry operators to fund the Scotland Wide Ferry Concessionary Travel Scheme for Older & Disabled People (Attachment named 'Ferry Operator Agreement')
- Payments made to bus, rail and ferry operators to fund the Scotland Wide Concessionary Travel Scheme for Young People (Attachments named 'Concessionary Travel Scheme Documents – YP Scheme Guidance – Annex B' and 'Concessionary Travel Scheme Documents – YP Scheme Guidance – Annex A')
- Covid-19 support grant payments made to bus operators in respect of the Scotland Wide Concessionary Travel Scheme for elderly and disabled people (Attachment named 'Covid Support Grant Agreement')
- Payments to bus operators (and authorities operating as back offices) to reimburse additional costs arising due to the installation/upgrade of Electronic Ticketing Machinery (Attachments named 'SIT – Smart Pay Grant Fund – 00 Award Letter – Schedule 1 – Terms and Conditions – Round 2'; 'SIT – MaaS – MIF – Round 1 – Documentation – Draft grant template – 31 March 2020'; 'SIT – ERDF Low Carbon Travel and Transport (LCTT) – STCF_Application_Form_290916_Clean.docx' and 'SIT – MaaS – MIF – Round 1 – Documentation – Draft grant template – 31 March 2020.docx')
- The Grant is made to enable Traveline Scotland to support the Grantee in funding promotional and marketing materials to implement software development of web based and smartphone applications and to facilitate the Traffic Customer Care Line'

Section 70 Grant Payments

In accordance with:

Transport Scotland Act 2001

Section 70(4)

Financial Year 2010-11

Scottish Government

Section 70 Grants accounted for in 2010-11

“Ministers are required to report to Parliament on the expenditure incurred each year under section 70 of the Transport Scotland Act 2001. The information which follows has been extracted from the Scottish Government’s finance system. As the finance system is maintained on an accruals basis the figures shown here reflect the actual payments made in the year, less any sums accrued from the previous financial year, plus any sums accrued at the end of the financial year. This basis is consistent with the basis on which the Scottish Government is required to present its financial statements.”

Grant Recipient	Purpose of Grant	Amount
Air Services- Route Development Fund		
Ronnie Berri	For the development of new direct routes which improve business links and encouraged inward tourism	£1,744.20
Route Development Group LTD.	For the development of new direct routes which improve business links and encouraged inward tourism	£4,000.00
Scottish Enterprise	For the development of new direct routes which improve business links and encouraged inward tourism	£109,624.00
Total		£115,368.20

Air Services – Air Discount Scheme		
Loganair	The air discount scheme was designed to tackle the problem of high air fares in the most peripheral parts of the Highlands and Islands	£386,585.67
Highland Airways	The air discount scheme was designed to tackle the problem of high air fares in the most peripheral parts of the Highlands and Islands	£17,027.22
Eastern Airways	The air discount scheme was designed to tackle the problem of high air fares in the most peripheral parts of the Highlands and Islands	£5,876,579.31
Total		£6,280,192.20

Argyll and Bute Air Services Project

Argyll & Bute Council	To provide funding for the operation of Oban Airport (for scheduled air services)	£256,642.78
-----------------------	--	-------------

Western Isles Airports		
Western Isles Council	Financial support to cover CNES' additional costs due to abolition of the short distance rebate.	£150,000.00

Cycling, Walking and Safer Routes		
The Bike Station	Grant for local cycling, walking and safer streets projects including safer routes to school.	£28,670.00
Aberdeen City Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£730,000.00
Aberdeenshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£824,000.00
Angus Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£382,000.00
Argyll and Bute Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£326,000.00
Clackmannanshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£172,000.00
Dumfries and Galloway Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£516,844.37
Dundee City Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£497,925.07
East Ayrshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£411,586.63
East Dunbartonshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£416,682.51
East Lothian Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£340,000.00
East Renfrewshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£330,000.00

Edinburgh City Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£1,636,000.00
Eilean Siar Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£87,195.00
Falkirk Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£534,000.00
Fife Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£982,069.00
Glasgow City Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£1,995,756.39
Highland Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£748,000.00
Inverclyde Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£269,664.00
Midlothian Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£298,000.00
Moray Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£308,000.00
North Ayrshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£482,000.00
North Lanarkshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£1,158,000.00
Orkney Islands Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£68,000.00
Perth & Kinross Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£494,000.00
Renfrewshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£608,000.00
Scottish Borders Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£392,000.00
Shetland Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£80,000.00

South Ayrshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£396,867.53
South Lanarkshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£1,088,000.00
Stirling Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£320,000.00
West Dunbartonshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£164,000.00
West Lothian Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£606,000.00
Total		£17,691,260.50

Low Carbon Vehicles (Capital)		
Aberdeen City Council	To promote more sustainable and low carbon vehicles	£130,000.00
Aberdeenshire Council	To promote more sustainable and low carbon vehicles	£116,000.00
Angus Council	To promote more sustainable and low carbon vehicles	£101,180.42
Argyll & Bute Council	To promote more sustainable and low carbon vehicles	£60,000.00
Clackmannanshire Council	To promote more sustainable and low carbon vehicles	£65,000.00
Dumfries & Galloway Council	To promote more sustainable and low carbon vehicles	£81,000.00
Dundee City Council	To promote more sustainable and low carbon vehicles	£54,590.40
East Ayrshire Council	To promote more sustainable and low carbon vehicles	£105,000.00
East Dunbartonshire Council	To promote more sustainable and low carbon vehicles	£105,000.00
East Lothian Council	To promote more sustainable and low carbon vehicles	£45,000.00
East Renfrewshire Council	To promote more sustainable and low carbon vehicles	£78,000.00
Edinburgh City Council	To promote more sustainable and low carbon vehicles	£48,000.00
Eilean Siar Council	To promote more sustainable and low carbon vehicles	£190,000.00
Falkirk Council	To promote more sustainable and low carbon vehicles	£105,000.00

Fife Council	To promote more sustainable and low carbon vehicles	£150,000.00
Forrestry Commission Scotland	To promote more sustainable and low carbon vehicles	£20,000.00
Glasgow City Council	To promote more sustainable and low carbon vehicles	£215,000.00
Highland Council	To promote more sustainable and low carbon vehicles	£130,000.00
Inverclyde Council	To promote more sustainable and low carbon vehicles	£75,000.00
Midlothian Council	To promote more sustainable and low carbon vehicles	£11,000.00
Moray Council	To promote more sustainable and low carbon vehicles	£85,000.00
North Ayrshire Council	To promote more sustainable and low carbon vehicles	£101,000.00
North Lanarkshire Council	To promote more sustainable and low carbon vehicles	£215,000.00
Orkney Council	To promote more sustainable and low carbon vehicles	£65,000.00
Perth & Kinross Council	To promote more sustainable and low carbon vehicles	£101,037.00
Renfrewshire Council	To promote more sustainable and low carbon vehicles	£130,000.00
Scottish Ambulance Service	To promote more sustainable and low carbon vehicles	£60,000.00
Scottish Borders Council	To promote more sustainable and low carbon vehicles	£105,000.00
Scottish Police Services	To promote more sustainable and low carbon vehicles	£41,000.00
Shetland Council	To promote more sustainable and low carbon vehicles	£82,000.00
South Ayrshire Council	To promote more sustainable and low carbon vehicles	£105,000.00
South Lanarkshire Council	To promote more sustainable and low carbon vehicles	£215,000.00
Stirling Council	To promote more sustainable and low carbon vehicles	£81,000.00
West Dunbartonshire Council	To promote more sustainable and low carbon vehicles	£41,850.00
West Lothian Council	To promote more sustainable and low carbon vehicles	£130,000.00
TOTAL		£3,442,657.82

Sustainable & Active Travel
--

Energy Saving Trust	To promote more active and sustainable transport practices by the provision of advice and support Cycling Action Plan Scotland	£1,055,336.00 £150,000.00
Transform Scotland Trust	To deliver a range of activities to advocate, educate and raise awareness of sustainable and active travel.	£47,500.00
Carplus Trust	Support for Car Clubs	£180,000.00
Cycling Scotland	To encourage and promote cycling a mode of travel.	£1,147,495.30
EDS Cycling Co-op	Cycling	£20,000.00
Glasgow City Council	Cycling Action Plan Scotland	£471,332.80
Amey OW Ltd.	Plugged in Places Scottish Green Bus Fund (Capital) Bus retro- fitting	£6,075.99 £4,278,485.57 £524,210.00
SUSTRANS	Travel to School Resource Grant National Cycle Network and Active Travel	£2,800,000.00 £5,020,000.00
Total		£15,700,435.66

Sustainable Travel - Smarter Choices Smarter Place		
Dumfries & Galloway Council	Sustainable travel demonstration project “Smarter Choices Smarter Place” including monitoring and evaluation	£404,001.00
Dundee City Council	Sustainable travel demonstration project “Smarter Choices Smarter Place” including monitoring and evaluation	£377,000.00
East Dunbartonshire Council	Sustainable travel demonstration project “Smarter Choices Smarter Place” including monitoring and evaluation	£172,500.00
East Renfrewshire Council	Sustainable travel demonstration project “Smarter Choices Smarter Place” including monitoring and evaluation	£311,700.00
Falkirk Council	Sustainable travel demonstration project “Smarter Choices Smarter Place” including monitoring and evaluation	£269,181.00
Glasgow City Council	Sustainable travel demonstration project “Smarter Choices Smarter Place” including monitoring and evaluation	£522,500.00
Orkney Islands Council	Sustainable travel demonstration project “Smarter Choices Smarter Place” including monitoring and evaluation	£79,000.00
SWTrans	Sustainable travel demonstration project “Smarter Choices Smarter Place” including monitoring and evaluation	£10,000.00
Total		£2,145,882.00

Integrated Transport Fund		
City of Edinburgh Council	Edinburgh Tram Implementation	53,608,545.00
City of Edinburgh Council	Haymarket Interchange	406,821.00
Clackmannanshire Council	Stirling/Alloa/Kincardine Railway	2,829,302.00
Scottish Borders Council	Borders Railway	2,549,794.97
Strathclyde Partnership for Transport	Larkhall to Milngavie Rail Link	955,829.00
TIE Ltd	Edinburgh Air Rail Link	100,580.21
Total		60,450,872.18

Tay Bridge Grant		
Tay Road Bridge Joint Board	Grant funding to support capital programme	£4,122,000.00

Forth Estuary Transport Authority		
Forth Estuary Transport Authority (FETA)	Grant funding in connection with work undertaken to maintain, manage and operate the Forth Road Bridge.	£15,244,000.00

Strathclyde Partnership for Transport Capital Projects		
Strathclyde Partnership for Transport	To enable SPT to fund capital projects	£31,700,000.00

Regional Transport Partnerships Core & Additional Revenue Expenditure		
Dumfries & Galloway Council	To assist the RTP with their Travel Planning programme	£28,000.00
Shetland Islands Council	To assist the RTP with their Travel Planning Programme.	£9,992.30
HITRANS	To assist Regional Transport Partnerships with their Travel Planning Programme	£35,718.19
Total		£73,710.49

Concessionary Travel		
Calmac	To Fund the Scotland Wide Ferry Concessionary Travel Scheme for Older & Disabled People	£119,257.60
John O'Groats Ferry	To Fund the Scotland Wide Ferry Concessionary Travel Scheme for Older & Disabled People	£2,952.00
Northlink	To Fund the Scotland Wide Ferry Concessionary Travel Scheme for Older & Disabled People	£588,650.19
Pentland Ferries	To Fund the Scotland Wide Ferry Concessionary Travel Scheme for Older & Disabled People	£20,253.00
First Scotrail	To Fund the Scotland Wide Concessionary Travel Scheme for Young People	£134,800.00
Transport Scotland Bus Operators	To Fund the Scotland Wide Concessionary Travel Scheme for Young People	£1,053,774.88
Transport Scotland Ferry Operators	To Fund the Scotland Wide Concessionary Travel Scheme for Young People	£135,876.63
Traveline Scotland Ltd	Provision of Enquiry Management System (EMS) licence	£700.00
Transport Scotland Bus Operators	Additional costs within the Smartcard Programme	£212,580.28
Total		£2,268,844.58

Clyde and Hebrides Ferry Services		
CalMac Ferries Ltd	Deficit Grant in connection with the Clyde and Hebrides Ferry Services contract including current Ferries Review	£33,927,176.00
	Fuel payment in connection with the Clyde and Hebrides Ferry Services contract	£34,339.54
	Leasing payment in connection with the Clyde and Hebrides Ferry Services contract	£15,993,903.00
CMAL	Grant-in-aid for piers and harbours projects & construction of new vessels for ferry services	£17,782,373.39
Total		£67,737,791.93

Dunoon Ferry Services		
Cowal Ferries Ltd	Deficit Grant for Gourock to Dunoon ferry services	£3,377,000.00

Northern Isles Ferries		
Northlink Ferries Ltd	Deficit Grant	£37,236,288.56

Northlink Orkney		
Northlink Orkney	Deficit Grant	£25,948.00

Orkney Islands Council		
Orkney Islands Council	Grant –in-aid for piers and harbours projects and construction of new vessels for ferry services	£1,500,000.00

Stornoway Port Authority		
Stornoway Port Authority	Grant –in-aid for piers and harbours projects and construction of new vessels for ferry services	£280,175.00

Ullapool Harbour Trustees		
Ullapool Harbour Trustees	Grant –in-aid for piers and harbours projects and construction of new vessels for ferry services	£320,718.29

Road Equivalent Tariff		
CalMac Ferries Ltd	Costs for road equivalent tariff study	£4,492,000.00

Northern Isles Load On/Load Off Contract		
Shetland Line (1964) Ltd	Grant Funding for the Northern Isles Lo-Lo freight contract with Streamline Shipping Company	£650,000.00

Section 70 Grant Payments

In accordance with:

Transport Scotland Act 2001

Section 70(4)

Financial Year 2011-12

Scottish Government

Section 70 Grants accounted for in 2011-12

“Ministers are required to report to Parliament on the expenditure incurred each year under section 70 of the Transport Scotland Act 2001. The information which follows has been extracted from the Scottish Government’s finance system. As the finance system is maintained on an accruals basis the figures shown here reflect the actual payments made in the year, less any sums accrued from the previous financial year, plus any sums accrued at the end of the financial year. This basis is consistent with the basis on which the Scottish Government is required to present its financial statements.”

Grant Recipient	Purpose of Grant	Amount
-----------------	------------------	--------

Air Services- Route Development Fund		
Route Development Group Ltd.	For the development of new direct routes which improve business links and encouraged inward tourism	£80,691.78
Service Graphics	For the development of new direct routes which improve business links and encouraged inward tourism	£67,588.80
Total		£148,280.58

Air Services – Air Discount Scheme		
Loganair Ltd	Part of the Air discount Scheme designed to tackle the problem of high air fares in the most peripheral parts of the Highlands and Islands.	£3,899,687.73
Highland and Islands Airports Ltd	Part of the Air discount Scheme designed to tackle the problem of high air fares in the most peripheral parts of the Highlands and Islands.	£170,580.53
Eastern Airways UK Ltd	Part of the Air discount Scheme designed to tackle the problem of high air fares in the most peripheral parts of the Highlands and Islands.	£239,923.11
Total		£4,310,191.37

Cycling, Walking and Safer Streets		
Aberdeen City Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£307,000.00
Aberdeenshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£370,000.00
Angus Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£158,000.00
Argyll and Bute Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£129,000.00
Clackmannanshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£81,262.69
Dundee City Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£205,999.88
East Ayrshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£129,043.06
East Dunbartonshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£149,745.48
East Lothian Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£139,000.00
East Renfrewshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£122,778.50
City of Edinburgh Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£686,000.00
Comhairle Nan Eilean Sair	Grant for local cycling, walking and safer streets projects including safer routes to school.	£83,000.00
Falkirk Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£219,000.00
Fife Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£522,000.47
Glasgow City Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£844,999.72

Highland Council, The	Grant for local cycling, walking and safer streets projects including safer routes to school.	£317,000.00
-----------------------	---	-------------

Cycling, Walking and Safer Streets - continued		
Inverclyde Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£111,841.00
Midlothian Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£116,000.00
Moray Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£126,000.00
North Ayrshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£195,003.28
North Lanarkshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£468,000.00
Orkney Islands Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£29,000.00
Perth & Kinross Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£203,488.29
Renfrewshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£240,000.00
Scottish Borders Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£162,000.00
Shetland Islands Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£32,000.00
South Ayrshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£148,057.02
South Lanarkshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£446,000.00
Stirling Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£127,000.00
West Dunbartonshire Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£130,000.00

West Lothian Council	Grant for local cycling, walking and safer streets projects including safer routes to school.	£246,000.00
Total		£7,244,219.39

Low Carbon Vehicles (Capital)		
Aberdeenshire Council	To promote more sustainable and low carbon vehicles	£99,073.32
Ayrshire and Arran Health Board	To promote more sustainable and low carbon vehicles	£17,509.20
Clackmannanshire Council	To promote more sustainable and low carbon vehicles	£96,267.17
Orkney Islands Council	To promote more sustainable and low carbon vehicles	£6,343.00
Perth and Kinross Council	To promote more sustainable and low carbon vehicles	£70,290.45
Scottish Borders Council	To promote more sustainable and low carbon vehicles	£1,464.56
TOTAL		£290,947.70

Road Safety		
Dumfries and Galloway Constabulary	Recovery & Storage of vehicles for contraventions of the Road Traffic Act 1988	£17,260.00
SUSTRANS Scotland	Contribution to Flashing Amber, Dores (Inverness) and Galatown (Kirkcaldy) projects	£180,000.00
TOTAL		£197,260.00

Sustainable & Active Travel		
Carplus Trust	To promote more active and sustainable transport practices by the provision of advice and support	£279,582.03
Cycling Scotland	Contribution to Cycling Action Plan Scotland	£1,992,379.00
Glasgow City Council	Contribution to “Connect 2” project	£28,667.20
The Bike Station	Contribution to Cycling Action Plan Scotland	£35,000.00
City of Edinburgh Council	Grant Funding in connection with work undertaken on the National Cycle network and Active Travel projects including the School Run	£150,000.00

SUSTRANS Scotland	Grant Funding in connection with work undertaken on the National Cycle network and Active Travel projects including the School Run	£5,384,000.00
Scottish Enterprise	Contribution to Economic Impact Assessment of a Hydrogen Technology project in Aberdeen	£9,000.00
WWF Scotland	To support the development of the E-cosse Electric Vehicle Partnership	£24,000.00
Total		£7,902,628.23

Scottish Green Bus Fund		
Deveron Coaches	Contribution to purchase of environmentally friendly buses	£174,400.00
Henderson's Travel	Contribution to purchase of environmentally friendly buses	£87,200.00
Lothian Buses	Contribution to purchase of environmentally friendly buses	£750,000.00
National Express	Contribution to purchase of environmentally friendly buses	£508,180.00
TOTAL		£1,519,780.00

Sustainable & Active Travel - Smarter Choices Smarter Places		
Dumfries and Galloway Council	Fund sustainable travel demonstration project "Smarter Choices Smarter Place" including monitoring and evaluation	£115,000.00
Dundee City Council	Fund sustainable travel demonstration project "Smarter Choices Smarter Place" including monitoring and evaluation	£210,000.00
East Dunbartonshire Council	Fund sustainable travel demonstration project "Smarter Choices Smarter Place" including monitoring and evaluation	£60,000.00
East Renfrewshire Council	Fund sustainable travel demonstration project "Smarter Choices Smarter Place" including monitoring and evaluation	£108,500.00
Energy Saving Trust	Fund sustainable travel demonstration project "Smarter Choices Smarter Place" including monitoring and evaluation	£880,187.00
Falkirk Council	Fund sustainable travel demonstration project "Smarter Choices Smarter Place" including monitoring and evaluation	£98,000.00
Total		£1,471,687.00

Integrated Transport Fund		
City of Edinburgh Council	Edinburgh Tram Implementation	£12,480,000.00
Clackmannanshire Council	Stirling/Alloa/Kincardine Railway	£1,010,288.50
Scottish Borders Council	Borders Railway	£6,060,905.24
TIE Ltd	Edinburgh Airport Rail Link	£41,661.62
City of Edinburgh Council	Edinburgh to Glasgow Improvements	£174,483.00
Dundee City Council	Dundee Station Redevelopment	£1,000,000.00
Total		£20,767,338.36

Tay Bridge Grant		
Tay Road Bridge Joint Board	The Grant is made to enable the Grantee to fulfil its statutory functions. It shall only be to fund capital expenditure, as set out in the Grantee's capital spending programme, as agreed with the Scottish Ministers	£8,800,000.00
Tay Road Bridge Joint Board	The Grant is made to enable the grantee to carry out statutory functions. It shall only be used to fund revenue expenditure	£1,700,000.00
Total		£10,500,000.00

Forth Estuary Transport Authority		
Forth Estuary Transport Authority (FETA)	The Grant is made to enable the Grantee to fulfil its statutory functions. It shall only be to fund capital expenditure, as set out in the Grantee's capital spending programme, as agreed with the Scottish Ministers	£11,804,000.00
Forth Estuary Transport Authority (FETA)	The Grant is made to enable the grantee to carry out statutory functions. It shall only be used to fund revenue expenditure	£5,100,000.00
Total		£16,904,000.00

Strathclyde Partnership for Transport Operations and Capital Projects		
Strathclyde Partnership for Transport	To fund the operation of the Glasgow subway and Strathclyde bus stations and to contribute to the modernisation of the Glasgow subway and the Fastlink project.	£35,511,000.00

Regional Transport Partnerships Core & Additional Revenue Expenditure		
City of Edinburgh Council - South East of Scotland Transport Partnership	To assist the Regional Transport Partnerships with their Travel Planning programme	£782,000.00
Dumfries and Galloway Council – South West of Scotland Transport Partnership	To assist the Regional Transport Partnerships with their Travel Planning programme	£259,250.00
Shetland Islands Council – Shetland Islands Transport Partnership	To assist the Regional Transport Partnerships with their Travel Planning programme	£131,750.00
Highland Council, The – Highland & Islands Transport Partnership	To assist the Regional Transport Partnerships with their Travel Planning programme	£522,750.00
North East of Scotland Transport Partnership	To assist the Regional Transport Partnerships with their Travel Planning programme	£782,000.00
Strathclyde Partnership for Transport	To fund the core operating costs of SPT and assist with the SPT Regional Transport Strategy delivery.	£1,037,000.00
Tayside and Central Scotland Transport Partnership	To assist the Regional Transport Partnerships with their Travel Planning programme	£522,750.00
Total		£4,037,500.00

Concessionary Travel		
Calmac Ferries Ltd	Payment made to ferry operators to fund the Scotland Wide Ferry Concessionary Travel Scheme for Older & Disabled People	£126,188.16
John O'Groats Ferries Ltd	Payment made to ferry operators to fund the Scotland Wide Ferry Concessionary Travel Scheme for Older & Disabled People	£3,480.00
Northlink Ferries Ltd	Payment made to ferry operators to fund the Scotland Wide Ferry Concessionary Travel Scheme for Older & Disabled People	£647,419.47
Pentland Ferries	Payment made to ferry operators to fund the Scotland Wide Ferry Concessionary Travel Scheme for Older & Disabled People	£23,243.00
First Scotrail Ltd	Payment made to bus, rail & ferry operations to fund the Scottish Wide Concessionary Travel scheme for Young People	£267,800.00
Transport Scotland Bus Operators	Payment made to bus, rail & ferry operations to fund the Scottish Wide Concessionary Travel scheme for Young People	£1,136,114.92
Transport Scotland Ferry Operators	Payment made to bus, rail & ferry operations to fund the Scottish Wide Concessionary Travel scheme for Young People	£140,888.45
Traveline Scotland Ltd	Payments to Traveline Scotland LTD for continued operations of the Enquiry Management Systems (EMS)	£3,263.02
Transport Scotland Bus Operators	Payment to bus operators and authorities operating the back offices to reimburse additional costs arising due to the installation of Electronic Ticketing Machinery	£166,073.55
Total		£2,514,470.57

Clyde and Hebrides Ferry Services		
CalMac Ferries Ltd	Deficit Grant in connection with the Clyde and Hebrides Ferry Services contract including current ferry review	£65,105,928.40
Caledonian Maritime Assets LTD	Grant-in-aid for piers and harbours projects & construction of new vessels for ferry services	£9,481,817.62
Total		£74,587,746.02

Gourock - Dunoon Ferry Services		
Cowal Ferries Ltd	Deficit Grant in connection with the Gourock - Dunoon Ferry Services contract including current ferry review	£771,000.00
Argyll Ferries Ltd	Deficit Grant in connection with the Gourock - Dunoon Ferry Services contract including current ferry review	£2,764,629.00
Total		3,535,629.00

Northern Isles Ferry Services		
Northlink Ferries Ltd	Deficit Grant in connection with the Northern Isles Ferry Services contract	£42,344,100.11
Caledonian Maritime Assets Ltd	NorthLink Orkney & Shetland Ferries Ltd winding up	£33,617.00
Total		£42,377,717.11

Stornoway Port Authority		
Stornoway Port Authority	Grant –in-aid for piers and harbours projects and construction of new vessels for ferry services	£34,579.72

Lerwick Port Authority		
Lerwick Port Authority	Grant –in-aid for piers and harbours projects and construction of new vessels for ferry services	£28,970.00

Ullapool Harbour Trustees		
Ullapool Harbour Trustees	Grant –in-aid for piers and harbours projects and construction of new vessels for ferry services	£354,653.32

Road Equivalent Tariff		
CalMac Ferries Ltd	Road Equivalent Tariff payment in connection with Clyde and Hebrides Ferry Service contract	£6,500,000.00

Northern Isles Load On/Load Off Contract		
Shetland Line (1984) Ltd	Grant towards provision of freight ferry service, based on tonnage carried.	£522,173.15

Transport Information		
Traveline Scotland Ltd	The Grant is made to enable Traveline Scotland to support the Grantee in funding promotional and marketing materials and to implement software development of web based Smartphone applications	£559,416.50

Support for Bus Services		
Strathclyde Partnership for Transport	Provision of bus services	£1,770.00

Bus, Accessibility & Active Travel
Concessionary Travel & Integrated Ticketing
Buchanan House, 58 Port Dundas Road, Glasgow, G4 0HF
Direct Line: 0141 272 7170
concessionarytravel@transport.gov.scot



Our ref:

Date:

Dear Operator

NATIONAL ENTITLEMENT FERRY CONCESSION SCHEME FOR OLDER AND DISABLED PEOPLE

I write in relation to your participation in the above scheme and detail the terms and conditions for this scheme.

On behalf of the Scottish Ministers, Transport Scotland hereby offers to compensate you for participating in the ferry scheme at the agreed reimbursement factor as detailed in Section 1 of the attached Annex A "Ferry Concession – Guidance Note for Operators".

Participation in the scheme will be subject to your acceptance of this offer and of the terms and conditions of the scheme set out in Annexes A and B.

If the Company accepts the offer of reimbursement on the terms and conditions set out in these documents then I should be grateful if you certify by signing the attached declaration recording formal acceptance (attached at Appendix 1), and returning this to me by 19 July 2019.

Please note, we will no longer issue this agreement on an annual basis, therefore signed acceptance and return of this agreement will be considered as your continued participation.

Yours sincerely

Scheme Business Manager
Concessionary Travel and Integrated Ticketing

APPENDIX 1

DECLARATION

We hereby accept the offer made by Transport Scotland on behalf of Scottish Ministers to compensate us for participating in the ferry scheme dated *** on the terms and conditions set out in that letter and the Annexes to it, and we agree to be bound by those terms and conditions.

Company Name:

Signature:

Date:

Name (in block letters):

Status in company:

Annex A

FERRY CONCESSION

Guidance Note for Operators

1. INTRODUCTION

Scottish Ministers have agreed to introduce a scheme of concessions (described in section 3 below) for eligible passengers (see section 4) undertaking an eligible journey (see section 2). The purpose of the concession is to allow Island residents the opportunity to access the bus network throughout Scotland.

The concession will be administered by Transport Scotland, which will compensate a ferry operator participating in the scheme at 100% of the single fare for each eligible passenger undertaking an eligible journey.

2. ELIGIBLE JOURNEYS

The ferry concession is only available on the following routes.

- Lerwick – Kirkwall
- Lerwick – Aberdeen
- Kirkwall – Aberdeen
- Stromness – Scrabster

If you introduce any new routes, withdraw any existing routes or make any amendments that would have an impact on the eligible routes for ferry concessions, you should notify Transport Scotland as soon as possible.

3. THE CONCESSION

The concession is that eligible persons undertaking eligible journeys will be permitted to travel free of charge subject to the conditions set out in this Guidance Note. They will be entitled to two return journeys (or 4 single journeys) to the mainland or between Shetland and Orkney. Subject to the provisions relating to berths set out below, operators will be reimbursed for the foot-passenger rate that would otherwise be payable by a passenger only. Transport Scotland will not pay for any vehicular costs.

The only exception to this is on **overnight services and subsequent sailings** on the following routes

- Lerwick – Aberdeen
- Kirkwall – Aberdeen
- Kirkwall – Lerwick
- Stromness - Scrabster

on which eligible persons undertaking eligible journeys will be permitted to travel in, and operators will be reimbursed for the cost of, a berth. Northlink Ferries will manage the allocation of berths. A berth will be provided under the following conditions:

- Cabins and Sleeping Pods will only be allocated for overnight use. (*Cost of sleeping pod currently £18).
- In the event of service disruption where a non-overnight sailing is extended the operator will liaise with Transport Scotland on the use of concession vouchers out with the standard terms.
- Single concession holder: - will be able to access at no charge a berth in a same sex cabin, either two or four berth. Cabin allocation would be at the operator's discretion although concession holders would always be offered a lower berth. A single passenger can opt for exclusive use of a standard cabin but would be required to pay the difference in cost.
- A single concession holder can opt for exclusive use of an accessible cabin at no extra cost to the cardholder. The allocation of accessible cabins will be at the operator's discretion subject to availability and where the cardholder has severe mobility issues and unable to use a standard cabin for health reasons. NorthLink Ferries agree to advise Transport Scotland on a monthly basis when this occurs, for monitoring purposes only.
- A single concession holder travelling with non-concession holder:- the value of one shared berth only will be charged to the Scottish Government and any additional costs relating to the non-concession holder's travel such as berths or an exclusive cabin will be met by the non-concession holder.
- Two concessionary travellers travelling together and wishing to share a cabin: - will receive exclusive use of a cabin. Again allocation will be at the discretion of the operator, although primarily they would

be offered a twin berth cabin. Therefore where two concession holders are travelling together they will always receive an exclusive use of a cabin if available.

- Similarly two concession card holders travelling in a party can opt to share a four berth cabin. In this instance the operator will charge the concessionary fares unit the value of two berths in a four berth cabin and the other non-concessionary card holders would be charged for their berth.
- Concessionary card holders have the option to upgrade from standard cabins although additional charges would be met by the card holder.

4. ELIGIBLE PASSENGERS

The ferry concession is only for Older and Disabled Island residents in possession of a National Entitlement Card accompanied by a ferry voucher for each section of their return journey.

Each eligible passenger will be given four ferry vouchers. Two vouchers should be redeemed for each return journey.

If the passenger has C+1 on their National Entitlement Card and ferry voucher, they are entitled to have a companion travel with them for free. The companion must be at check in with the passenger and cannot check in before or after. They must travel with the cardholder at all times. You should record the companion fare against the ferry voucher number held by the main passenger. Again this should be recorded on the voucher. The card holder may also travel independently and you should enquire as to whether they have anyone with them so that you can record either one or two journeys accordingly.

Before being allowed to travel the passenger must present to you the valid National Entitlement Card and voucher for the journey.

No discrimination should be made between concessionary travellers and other fare paying passengers. Accordingly, all passengers without reservations should be treated on a first-come-first-served basis.

Where an optional reservation system is used, the same principle applies. Concessionary passengers who have not made a reservation should be carried on a first-come-first-served basis with no discrimination between them and any other passenger without a reservation; and concessionary passengers should also have the option of travelling without a reservation, subject to seats being available.

Operators are reminded that they have an obligation under the Equality Act 2010 and under EU Passenger Rights regulation 1177/2010 when travelling by sea and inland waterway to offer reasonable assistance to disabled people where practicable. We would therefore recommend that staff undertake disability awareness training.

5. INFORMATION TO BE TAKEN FROM PASSENGER BEFORE TRAVELLING

If you operate a booking system, you should take from the traveller their National Entitlement Card number and the number from the voucher they are going to use for the journey. A voucher number must be taken for each single journey.

When the person arrives for the journey they must be in possession of the National Entitlement Card and ferry voucher. If they do not have both the National Entitlement Card and ferry voucher they must not be granted free travel. If they wish to continue with the journey payment must be sought for the journey.

6. VALIDATION OF VOUCHER

The operator must:

- Confirm that the person wishing to travel is the person on the National Entitlement Card and ferry voucher. On the card and ferry voucher is printed a photograph of the cardholder, their name and their national entitlement card number.
- Record the journey being taken by the passenger
- Retain the ferry voucher. The voucher must be returned to Transport Scotland along with the reimbursement claim. Written on the voucher must be the journey taken and the cost of the journey elements to be reimbursed.

Where an eligible passenger's journey has been cancelled, due to no fault of their own, their ferry voucher must be returned to the eligible passenger unless an alternative journey/booking has been made.

7. INFORMATION TO BE PROVIDED BY PARTICIPATING OPERATORS

This section sets out the information which must be supplied by the operator and which will be used to calculate reimbursement payments. Any delay in providing this information, or if the information is inaccurate or not in a suitable format, may result in a delay in making reimbursement payments.

To be reimbursed an operator must provide:

- a table showing the fare for each eligible journey.
- a timetable and a note of any changes to those timetables as and when requested by Transport Scotland
- any changes to the adult single fare for an eligible service on or before the date of the fare revision, and
- reimbursement Information

All information should be provided at intervals of not more than 4 weeks. The timetable for 2019-20 is attached. For each four week period you must provide.

- a) For each fare the number of concessionary journeys made.
- b) To verify this a breakdown of each journey showing entitlement. Card number, voucher number, journey taken and fare for journey must be supplied.
- c) All vouchers must be returned to Transport Scotland to enable verification of the claim.
- d) Claims should be made within four weeks of the end of the relevant pay period. **Ministers have no liability for claims made 8 weeks beyond the end of the financial year.**

The operator should note that although no fare is being charged Transport Scotland requires the operator to record the journey. Travelling companions of companion cardholders should also be recorded separately.

8. ACCESS TO AN OPERATOR'S VESSELS AND RECORDS

In order to verify the information submitted as set out in the previous section, Transport Scotland will require access, without charge, to an operator's vessels to carry out audits. Consultation will take place with an operator on a suitable pass/identification system.

Access to vessels and records will normally be by prior arrangement with the operator but Transport Scotland reserves right of access without prior notification.

Any person duly authorised by the Scottish Ministers shall, on presentation of valid identification, have a right of access to an operator's records and vessels for unspecified periods, without prior notification and without charge for the purpose of obtaining or verifying any information to be provided.

9. REIMBURSEMENT TO PARTICIPATING OPERATORS

a) BASIS OF REIMBURSEMENT

It has been agreed that 100% of the standard adult single fare for the journey taken will be reimbursed for each eligible journey.

b) PAYMENT OF REIMBURSEMENT

- There shall be 13 payment periods at regular intervals in the financial year. See attached 2019-20 period dates.
- Reimbursement payments shall not be paid until an operator submits to the Scottish Ministers the information required as outlined in section 7 above.
- Where an operator fails to supply the information required, the reimbursement payments due in respect of that and future periods may be withheld, in whole or in part, until the information

required has been made available and verified.

c) **RETENTION OF CONCESSION CLAIM DATA**

Operators shall retain all records relevant to the calculation of ferry concession travel reimbursement for a minimum of 3 full financial years. Failure to retain the data that substantiates the concession claims may have a detrimental impact on reimbursement payments.

THE NATIONAL TRAVEL CONCESSION SCHEME

Payment Periods for 2019-20 (Transport Scotland will endeavour to send these to you annually)

Financial Year	Payment Period	Start Date	End Date
2019/20	1	01 April 2019	28 April 2019
	2	29 April 2019	26 May 2019
	3	27 May 2019	23 June 2019
	4	24 June 2019	21 July 2019
	5	22 July 2019	18 August 2019
	6	19 August 2019	15 September 201
	7	16 September 2019	13 October 2019
	8	14 October 2019	10 November 2019
	9	11 November 2019	08 December 2019
	10	09 December 2019	05 January 2020
	11	06 January 2020	02 February 2020
	12	03 February 2020	01 March 2020
	13	02 March 2020	31 March 2020

Additional Terms and Conditions

1. Definitions and Interpretation

- 1.1 In these Additional Terms and Conditions, the words and expressions set out in clause 13 shall have the meanings ascribed to them there.
- 1.2 In these Additional Terms and Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa.

2. Payment of Reimbursement

- 2.1 The Scottish Ministers shall pay the Reimbursement in accordance with the Ferry Concession – Guidance Note for Operators attached at Annex A.
- 2.2 The Scottish Ministers shall not be bound to pay to the Operator, and the Operator shall be deemed to have forfeited, and to have no claim against the Scottish Ministers in respect of, any instalment of the Reimbursement which has not been claimed by the Operator in accordance with the terms of the Agreement by the day falling 8 weeks after 31 March in the Financial Year, irrespective of the cause of the Operator not making such claim.

3. Audit and Recovery of Overpayments

- 3.1 At the end of the Financial Year, the Operator shall, if requested by Scottish Ministers, prepare an account showing the amount of all fares that would otherwise have been payable by those benefiting from the Concession Scheme in respect of their use of the Services and receipts of Reimbursement from the Scottish Ministers during the Financial Year. Such account shall be audited and certified as true and accurate by a Registered Auditor and a copy of the external auditors report shall be submitted to the Scottish Ministers no later than 30 November following the end of the Financial Year.
- 3.2 The Operator shall keep and maintain for a period of 3 years following the end of the Financial Year, adequate and proper records and books of account recording all receipts of monies paid to it by the Scottish Ministers by way of Reimbursement and all journeys undertaken by those benefiting from the Concession Scheme. The Operator shall afford the Scottish Ministers, their representatives, Audit Scotland 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 and the Operator shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
- 3.3 In the event that the amount of the Reimbursement paid by the Scottish Ministers to the Operator during a Financial Year exceeds the amount of the fares that would otherwise have been payable by those benefiting from the Concession Scheme in that Financial Year, then the amount of such excess may be recovered according to either of the following procedures as the Scottish Ministers deem appropriate:
 - 3.3.1 the Scottish Ministers may deduct the amount of such excess from any further payments that may be due to the Operator under the Agreement or from any other payment that may become due from the Scottish Ministers to the Operator; or
 - 3.3.2 the Operator shall within 14 days of receiving a written demand in respect thereof from the Scottish Ministers, repay to the Scottish Ministers the amount of such excess. In the event that the Operator 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 base lending rate (or the equivalent) of the Royal Bank of Scotland plc 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 thereon.

4. Information

- 4.1 Either party may disclose any information relating to, or arising out of or in connection with, this Agreement and the Concession Scheme or their operation as required by law or judicial order, including but not limited to the Freedom of Information (Scotland) Act 2002, to be disclosed. The Scottish Ministers may also disclose information to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland or the United Kingdom.

5. Compliance with the Law

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

6. **Insolvency**

6.1 If at any time within the duration of the Agreement:-

- (a) the Operator passes a resolution that it be wound up, or a court makes an order that the Operator 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 Operator is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (b) a receiver, manager, administrator or administrative receiver is appointed to the Operator, or over all or any part of the property which may from time to time be comprised in the property and undertaking of it, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver,

the Scottish Ministers may by written notice to the Operator terminate the Agreement with immediate effect.

7. **False or Misleading Information**

7.1 If the Operator knowingly gives any information to the Scottish Ministers which read as a whole is false, incorrect or misleading, whether such information is provided prior to or after the payment of any Reimbursement is made, the Scottish Ministers may at their sole option:

- (a) make a deduction from, withhold, or require immediate repayment of the Reimbursement or any part of it; and/or
- (b) terminate the Agreement with immediate effect by written notice to the Operator.

7.2 In the event that the Scottish Ministers require the Operator to repay the Reimbursement or any part of it in terms of clause 7.1(a), the Operator 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 Operator. In the event that the Operator fails to pay such sum within the said period of 14 days, the Scottish Ministers shall be entitled to interest on the said sum at the rate of 2 per cent per annum above the base lending rate or the equivalent of the Royal Bank of Scotland plc prevailing at the time of the written demand, from the date of the written demand until payment in full of the said sum and interest.

8. **Assignment**

8.1 The Operator 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.

9. **Termination**

9.1 Without prejudice to clauses 6.1 and 7.1(b) of these Additional Terms and Conditions, the Agreement may be terminated:

9.1.1 by agreement between the Scottish Ministers and the Operator;

9.1.2 with immediate effect from the date of a written notice of termination given by the Scottish Ministers if the Operator:

- (a) ceases to provide the Services; or
- (b) fails to provide the Services in a manner that is in accordance in all respects with the law; or
- (c) provides the Services in a manner that is, in the opinion of the Scottish Ministers, unsafe for any person employed or travelling on the Services

9.1.3 with effect from the date falling 2 months after the giving of a written notice of termination by the Scottish Ministers.

9.2 Notices given in accordance with clause 6.1, 7.1(b), 9.1.2 or 9.1.3 shall be deemed to be effectively and validly given if they are sent to the address to which the Letter was sent, unless the Operator has given written notice to the Scottish

Ministers in the meantime of a different address to which such notices should be sent. In the latter case, a notice shall be deemed to be validly given if sent to the address so notified.

9.3 In the event that the Agreement is terminated in accordance with clauses 6.1, 7.1(b) or 9.1, the Scottish Ministers shall pay to the Operator any Reimbursement that may be due in respect of passengers carried prior to the date on which termination becomes effective.

10. Continuation of Conditions

These Conditions shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Reimbursement was paid.

11. Review

11.1 In the event that the Operator is not satisfied with a decision taken by the Scottish Ministers to terminate this Agreement or to seek repayment of all or any part of the Reimbursement, the Operator may request in writing that they review such decision within 14 days of the decision being communicated to the Operator.

11.2 On receipt of such a request, Scottish Ministers shall carry out a review of their initial decision. The review shall be carried out by persons other than those responsible for making the initial decision. The review shall be concluded within 14 days of receipt of the request to carry out the review may:

11.2.1 confirm their original decision, with any modifications they may consider appropriate; or

11.2.2 substitute a different decision.

11.3 The Scottish Ministers, immediately on conclusion of the review, shall notify the Operator in writing of the outcome of the review.

11.4 The terms of Clause 9.2 shall apply in respect of notices given under this Clause 11.

11.5 The terms of this clause 11 are without prejudice to any other right or remedy that the Operator may have by law.

12. Data Protection

12.1 The Operator acknowledges that Personal Data described in the scope of clause 12.16 will be Processed in connection with the Services and specifically for the operation of the Concession Scheme. For the purposes of any such Processing, the parties agree that the Operator acts as the Processor and the Scottish Ministers acts as the Controller.

12.2 Both parties agree to negotiate in good faith any such amendments to these Additional Terms and Conditions that may be required to ensure that both parties meet all their obligations under Data Protection Laws. The provisions of this clause are without prejudice to any obligations and duties imposed directly on the Operator under the Data Protection Laws and the Operator hereby agrees to comply with those obligations and duties.

12.3 The Operator will, in conjunction with the Scottish Ministers and in its own right and in respect of the Services, make all necessary preparations to ensure it is and will continue to be compliant with the Data Protection Laws.

12.4 The Operator will provide the Scottish Ministers with the contact details of its data protection officer or other designated individual with responsibility for data protection and privacy to act as the point of contact for the purpose of observing its obligations under the Data Protection Laws.

12.5 The Operator must:

12.5.1 agree and comply with the terms of the data processing provisions set out in clause 12.16;

12.5.2 Process Personal Data only as necessary in accordance with obligations under these Additional Terms and Conditions and any written instructions given by the Scottish Ministers (which may be specific or of a general nature), including with regard to transfers of Personal Data outside the European Economic Area unless required to do so by European Union or Member State law in such a case, the Operator shall inform the Scottish Ministers of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

- 12.5.3 subject to clause 12.5.2, only process or otherwise transfer any Personal Data in or to any country outside the European Economic Area with the Scottish Minister's prior written consent;
- 12.5.4 take all reasonable steps to ensure the reliability and integrity of the Operator's staff who have access to the Personal Data and ensure that the Operator's staff:
 - 12.5.4.1 are aware of and comply with the Operator's duties under this clause;
 - 12.5.4.2 are subject to appropriate confidentiality undertakings with the Operator or the relevant sub-contractor or operator of the Operator;
 - 12.5.4.3 are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Scottish Ministers or as otherwise permitted by these Additional Terms and Conditions; and
 - 12.5.4.4 have undergone adequate training in the use, care, protection and handling of Personal Data; and
- 12.5.5 implement appropriate technical and organisational measures in accordance with Article 32 of the GDPR to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure, such measures being appropriate to the harm which might result from any unauthorised or unlawful Processing or accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.
- 12.6 The Operator shall not engage a sub-contractor to carry out Processing in connection with the Services without prior specific or general written authorisation from the Client. In the case of general written authorisation, the Operator must inform the Client of any intended changes concerning the addition or replacement of any other sub-contractor and give the Client an opportunity to object to such changes.
- 12.7 If the Operator engages a sub-contractor for carrying out Processing activities on behalf of the Scottish Ministers, the Operator must ensure that the same data protection obligations as set out in these Additional Terms and Conditions are imposed on the sub-contractor by way of a written and legally binding Agreement, in particular providing sufficient guarantees to implement appropriate technical and organisational measures. The Operator shall remain fully liable to the Scottish Ministers for the performance of the sub-contractor's performance of the obligations.
- 12.8 The Operator must provide to the Scottish Ministers reasonable assistance including by such technical and organisational measures as may be appropriate in complying with Articles 12-23 of the GDPR.
- 12.9 The Operator must notify the Scottish Ministers if it:
 - 12.9.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 12.9.2 receives a request to rectify, block or erase any Personal Data;
 - 12.9.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws;
 - 12.9.4 receives any communication from the Supervisory Authority or any other regulatory authority in connection with Personal Data processed under these Additional Terms and Conditions; or
 - 12.9.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by applicable law;

and such notification must take place as soon as is possible but in any event within 3 working days of receipt of the request or any other period as agreed in writing with the Scottish Ministers from time to time.
- 12.10 Taking into account the nature of the Processing and the information available, the Operator must assist the Scottish Ministers in complying with the Scottish Ministers' obligations concerning the security of Personal Data, reporting requirements for data breaches, data protection impact assessments and prior consultations in accordance with Articles 32 to 36 of the GDPR. These obligations include:
 - 12.10.1 ensuring an appropriate level of protection through technical and organisational measures that take into account the circumstances and purposes of the Processing as well as the projected probability

and severity of a possible infringement of the applicable law as a result of security vulnerabilities and that enable an immediate detection of relevant infringement events;

- 12.10.2 notifying a Personal Data breach to the Scottish Ministers without undue delay and in any event no later than twenty four (24) hours after becoming aware of a Personal Data breach;
 - 12.10.3 assisting the Scottish Ministers with communication of a personal data breach to a Data Subject;
 - 12.10.4 supporting the Scottish Ministers with preparation of a data protection impact assessment; and
 - 12.10.5 supporting the Scottish Ministers with regard to prior consultation of the Supervisory Authority.
- 12.11 At the end of the provision of Services relating to Processing the Operator must, on written instruction of the Scottish Ministers, delete or return to the Scottish Ministers all Personal Data and delete existing copies unless EU or Member State law requires storage of the Personal Data.
- 12.12 The Operator must maintain written records including in electronic form, of all Processing activities carried out in performance of the Services or otherwise on behalf of the Scottish Ministers containing the information set out in Article 30(2) of the GDPR.
- 12.13 The Operator must:
- 12.13.1 provide such information as is necessary to enable the Scottish Ministers to satisfy itself of the Operator's compliance with this clause;
 - 12.13.2 allow the Scottish Ministers, its employees, auditors, authorised agents or advisers reasonable access to any relevant premises, during normal business hours, to inspect the procedures, measures and records referred to in this clause and contribute as is reasonable to those audits and inspections; and
 - 12.13.3 inform the Scottish Ministers, if in its opinion, an instruction from the Scottish Ministers infringes any obligation under the Data Protection Laws.
- 12.14 If requested, the Operator must make such records referred to in clause 12.12 available to the Supervisory Authority on request and co-operate with the Supervisory Authority in the performance of its tasks.
- 12.15 The parties acknowledge that the inspecting party will use reasonable endeavours to carry out any audit or inspection under clause 012.13.2 with minimum disruption to the Operator's day to day business.
- 12.16 This clause outlines certain details of the Processing of Personal Data in connection with the Services as required by Article 28(3) GDPR. Accordingly:
- 12.16.1 the subject matter and duration of the Processing of Personal Data under these Additional Terms and Conditions shall be as follows:
 - 12.16.1.1 the subject matter of the Processing is as set out in these Additional Terms and Conditions; and
 - 12.16.1.2 the duration of the Processing shall be the duration of these Additional Terms and Conditions.
 - 12.16.2 the nature and purpose of Processing of Personal Data is the delivery by the Operator of its obligations under these Additional Terms and Conditions including carrying out the Services.
 - 12.16.3 the categories of Data Subject to whom the Personal Data relates are Older and Disabled Island residents from Orkney and Shetland who are in possession of a National Entitlement Card.
 - 12.16.4 the types of Personal Data Processed are as follows:
 - (i) National Entitlement Card number, name of NEC cardholder, ferry voucher number, details of each ferry journey and the fare paid for each ferry journey
 - 12.16.5 the obligations and rights of the Scottish Ministers shall be as outlined in this clause.

13. Definitions

In these Additional Terms and Conditions:

“Agreement” means the agreement constituted by the Operator’s acceptance of the offer contained in the Letter, as such agreement may be modified from time to time;

“Application” means the application for a Reimbursement made by the Operator;

“Concession Scheme” means the concession scheme relating to ferry journeys to and from mainland Scotland by older and disabled islands residents more fully described in the Letter;

“Data Controller” (or **“Controller”**) has the meaning given in the Data Protection Laws;

“Data Processor” (or **“Processor”**) has the meaning given in the Data Protection Laws.

“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 which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 1998, or any statutory amendment or re-enactment thereof and the GDPR.

“Data Subject” and **“Data Subject Access Request”** have the meaning given in the Data Protection Laws.

“Default” means:

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

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

“Financial Year” means the period from 1 April 2018 to 31 March 2019;

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“Letter” means the letter (including the annexes thereto) to which these Additional Terms and Conditions is attached;

“Operator” means the firm, company, organisation or other body to whom the Letter is addressed;

“Personal Data” means personal data (as defined in the Data Protection Laws) which is Processed by the Operator or any Sub-contractor on behalf of the Client pursuant to or in connection with the Contract.

“Personal Data Breach” has the meaning given in the Data Protection Laws.

“Process” has the meaning given in the Data Protection Laws and cognate expressions including **“Processed”** and **“Processing”** shall be construed accordingly.

“Reimbursement” means all, or any part of, the sums reimbursed, or to be reimbursed, by the Scottish Ministers to the Operator in relation to the Concession Scheme in accordance with the letter; and

“Services” means the ferry services operated by or on behalf of the Operator purpose for which the Reimbursement has been awarded as described in the Letter.

“Supervisory Authority” has the meaning given in the Data Protection Laws.

Additional Terms and Conditions

1. Definitions and Interpretation

1.1 In these Additional Terms and Conditions, the words and expressions set out in clause 11 shall have the meanings ascribed to them there.

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

2. Payment of Reimbursement

2.1 The Scottish Ministers shall pay the Reimbursement in accordance with the Young Persons Travel Scheme Guidance Note for Operators.

2.2 The Scottish Ministers shall not be bound to pay to the Operator, and the Operator shall be deemed to have forfeited and to have no claim against the Scottish Ministers in respect of, any instalment of the Reimbursement which has not been claimed by the Operator in accordance with the terms of the Agreement by the day falling **8 weeks** after 31 March in the Financial Year, irrespective of the cause of the Operator not making such claim.

3. Audit and Recovery of Overpayments

3.1 At the end of the Financial Year, the Operator shall, if requested by Scottish Ministers, prepare an account showing the amount of all fares that would otherwise have been payable by those benefiting from the Concession Scheme in respect of their use of the Services and receipts of Reimbursement from the Scottish Ministers during the Financial Year. Such account shall be audited and certified as true and accurate by a Registered Auditor and a copy of the external auditors report shall be submitted to the Scottish Ministers no later than 30 November following the end of the Financial Year.

3.2 The Operator shall keep and maintain for a period of 3 years following the end of the Financial Year, adequate and proper records and books of account recording all receipts of monies paid to it by the Scottish Ministers by way of Reimbursement and all journeys undertaken by those benefiting from the Concession Scheme. The Operator shall afford the Scottish Ministers, their representatives, Audit Scotland 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 and the Operator shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

3.3 In the event that the amount of the Reimbursement paid by the Scottish Ministers to the Operator exceeds the amount of the fares that would otherwise have been payable by those benefiting from the Concession Scheme the Scottish Ministers reserve the right to / shall recover the amount of the overpayment from the next payment due. Notwithstanding the above, the Operator shall within 14 days of receiving a written demand from the Scottish Ministers, repay to the Scottish Ministers the amount of such excess. In the event that the Operator 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 base lending rate (or the equivalent) of the Royal Bank of Scotland plc 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 thereon

4. Information

4.1 Either party may disclose any information relating to, or arising out of or in connection with, this Agreement and the Concession Scheme or their operation as required by law or judicial order, including but not limited to the Freedom of Information (Scotland) Act 2002, to be disclosed. The Scottish Ministers may also disclose information to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland or the United Kingdom.

5. Compliance with the Law

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

6. Insolvency

6.1 If at any time within the duration of the Agreement:-

(a) the Operator passes a resolution that it be wound up, or a court makes an order that the Operator 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 Operator is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

(b) a receiver, manager, administrator or administrative receiver is appointed to the Operator, or over all or any part of the property which may from time to time be comprised in the property and undertaking of it, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver,

the Scottish Ministers may by written notice to the Operator terminate the Agreement with immediate effect.

7. False or Misleading Information

7.1 If the Operator knowingly gives any information to the Scottish Ministers which read as a whole is false, incorrect or misleading, whether such information is provided prior to or after the payment of any Reimbursement is made, the Scottish Ministers may at their sole option:

(a) make a deduction from, withhold, or require immediate repayment of the Reimbursement or any part of it; and/or

(b) terminate the Agreement with immediate effect by written notice to the Operator.

7.2 In the event that the Scottish Ministers require the Operator to repay the Reimbursement or any part of it in terms of clause 7.1(a) , the Operator 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 Operator. In the event that the Operator fails to pay such sum within the said period of 14 days, the Scottish Ministers shall be entitled to interest on the said sum at the rate of 2 per cent per annum above the base lending rate or the equivalent of the Royal Bank of Scotland plc prevailing at the time of the written demand, from the date of the written demand until payment in full of the said sum and interest.

8. Assignment

8.1 The Operator 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.

9. Termination

9.1 Without prejudice to clauses 6.1 and 7.1(b) of these Additional Terms and Conditions, the Agreement may be terminated by Scottish Ministers giving not less than 3 months' notice in writing.

10. Continuation of Conditions

These Conditions shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Reimbursement was paid.

11. Definitions

In these Additional Terms and Conditions:

"Agreement" means the agreement constituted by the Operator's acceptance of the offer contained in the Letter, as such agreement may be modified from time to time;

"Application" means the application for a Reimbursement made by the Operator;

"Concession Scheme" means the concession scheme relating to ferry journeys to and from mainland Scotland by older and disabled islands residents more fully described in the Letter;

"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 any other default,

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

Annex B

“Financial Year” means the period from 01 April to 31 March;

“Letter” means the letter (including the annexes thereto) to which these Additional Terms and Conditions is attached;

“Operator” means the firm, company, organisation or other body to whom the Letter is addressed;

“Reimbursement” means all, or any part of, the sums reimbursed, or to be reimbursed, by the Scottish Ministers to the Operator in relation to the Concession Scheme in accordance with the letter; and

“Services” means the ferry services operated by or on behalf of the Operator purpose for which the Reimbursement has been awarded as described in the Letter.

Young Persons Travel Scheme Guidance Notes for Operators

1. INTRODUCTION

Scottish Ministers have agreed to introduce a scheme of concessions (described in section 3 below) for eligible passengers (see section 4) undertaking an eligible journey (see section 2). The purpose of the concession is to allow young persons aged 16 to 18 and volunteers aged 16 to 24 the opportunity to access the transport network throughout Scotland.

The concession scheme will be administered by Transport Scotland, which will compensate all operators participating in the scheme at 33% of the adult single fare for each eligible passenger undertaking an eligible journey.

2. ELIGIBLE JOURNEYS

The concession will be available on all eligible services

3. THE CONCESSION

The concession is that eligible persons undertaking eligible journeys will be permitted to travel free of charge subject to the conditions set out in this Guidance Note. The operator will offer a 33% discount on the adult single fare and will be reimbursed in full for the revenue foregone.

4. ELIGIBLE PASSENGERS

The concession is only for 16 to 18 year olds and full-time volunteers between the ages of 16 and 24 in possession of a National Entitlement Card..

Before being allowed to travel the passenger must present to you the valid National Entitlement Card

Attached is an example of the other types of cards.

No discrimination should be made between concessionary travellers and other fare paying passengers. Accordingly, all passengers without reservations should be treated on a first-come-first-served basis.

Where an optional reservation system is used, the same principle applies. Concessionary passengers who have not made a reservation should be carried

Annex A

on a first-come-first-served basis with no discrimination between them and any other passenger without a reservation; and concessionary passengers should also have the option of travelling without a reservation, subject to seats being available.

Operators are reminded that they have an obligation under the Disability Discrimination Act to offer reasonable assistance to disabled people where practicable. We would therefore recommend that staff undertake disability awareness training.

5. INFORMATION TO BE PROVIDED BY PARTICIPATING OPERATORS

This section sets out the information which must be supplied by the operator and which will be used to calculate reimbursement payments. Any delay in providing this information, or if the information is inaccurate or not in a suitable format, may result in a delay in making reimbursement payments.

To be reimbursed an operator must provide:

- a table showing the fare for each eligible journey.
- a timetable and a note of any changes to those timetables as and when requested by Transport Scotland
- any changes to the adult single fare for an eligible service on or before the date of the fare revision.
- Reimbursement Information

All information should be provided at intervals of not more than 4 weeks. For each four week period you must provide.

- a) For each fare the number of concessionary journeys made.
- b) To verify this a breakdown of each journey showing journey taken and fare for journey must be supplied
- c) Claims should be made within four weeks of the end of the relevant pay period.
An example of a suitable format is attached.

Annex A

The operator should note that although no fare is being charged Transport Scotland requires the operator to record the journey.

8. ACCESS TO AN OPERATOR'S VEHICLES AND RECORDS

In order to verify the information submitted as set out in the previous section, Transport Scotland will require access, without charge, to an operator's vehicles to carry out audits. Consultation will take place with an operator on a suitable pass/identification system.

Access to vehicles and records will normally be by prior arrangement with the operator but Transport Scotland reserves right of access without prior notification.

Any person duly authorised by the Scottish Ministers shall, on presentation of valid identification, have a right of access to an operator's records and vehicles for unspecified periods, without prior notification and without charge for the purpose of obtaining or verifying any information to be provided.

9. REIMBURSEMENT TO PARTICIPATING OPERATORS

a) BASIS OF REIMBURSEMENT

It has been agreed that 100% of the fare foregone after the discount has been applied for a standard adult single fare for the journey taken will be reimbursed for each eligible journey.

b) PAYMENT OF REIMBURSEMENT

- There shall be 13 payment periods at regular intervals in the financial year. See enclosed current payment period dates.
- Reimbursement payments shall not be paid until an operator submits to the Scottish Ministers the information required as outlined in section 7 above.
- Where an operator fails to supply the information required, the reimbursement payments due in respect of that and future periods may be withheld, in whole or in part, until the information required has been made available and verified.

c) RETENTION OF CONCESSION CLAIM DATA

Operators shall retain all records relevant to the calculation of ferry concession travel reimbursement for a minimum of 3 full financial years. Failure to retain

Annex A

the data that substantiates the concession claims may have a detrimental impact on reimbursement payments.

Bus, Accessibility & Active Travel

Buchanan House, 58 Port Dundas Road
Glasgow G4 0HF

concessionarytravel@transport.gov.scot



20/4/2020

Dear Operator,

OFFER OF COVID-19 SUPPORT GRANT

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to your business/organisation ("the Grantee") a grant payable over the period 02/03/2020 to 31/12/2020 in connection with temporary financial assistance for bus operators to maintain essential services, 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 3** 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:
- for bus operators to deliver around 30% (25-35%) of bus service levels (scheduled mileage for a typical non-school week excluding public holidays) for the period of the scheme to maintain core services.
 - for bus operators to continue engagement with the relevant local authorities and health boards to determine what bus services should be operated, when and on which routes.
- 2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are:
- grant funding will be reviewed by 22 June or earlier if there is a significant change in circumstance with respect to COVID-19 and the impact on bus services.
- 2.6 The eligible costs for which the Grant can be claimed are:
- Operating costs associated with providing bus services in Scotland, including maintaining core services and the capability to provide such services, up to a limit per (4-week) period comprising the sum of a National Concessionary Travel Scheme support element and (or) a BSOG support element depend on what element(s) operators are eligible for. Further details specified in SCHEDULE 1
- 2.7 The eligible costs exclude:
- Any other costs covered by other Scottish or UK Government funding, including the UK Government's Coronavirus Job Retention Scheme.
- 2.8 The Grant is awarded under the COVID-19 Temporary Framework for UK authorities which was notified to the European Commission and approved under case number SA.56841 (the 'UK Umbrella Temporary Framework'). To comply with the requirements of the UK Umbrella Temporary Framework, **the Grantee is required to complete the declarations set out in SCHEDULE 4** and hereby warrants that the information supplied by the Grantee in that Schedule is correct.

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 of receiving the final instalment of the Grant submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **SCHEDULE 2**. 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 as set out in **SCHEDULE 1, PART 2**.
- 4.2 Revisions to milestones against which progress in achieving objectives are monitored shall be subject to the written agreement of the Scottish Ministers.
- 4.3 The Grantee shall 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.
- 4.4 The Grantee shall keep and maintain for a period of six 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.
- 4.5 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.
- 4.6 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 both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.
- 5.5 Section 70 of the Transport (Scotland) Act 2001 requires the Scottish Ministers to publish an annual report of all payments made using that power. This will apply to COVID-19 Support Grant, and will require the publication of the names of payees and the amount and purpose of grant paid.

6. Publicity

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. Intellectual Property Rights

- 7.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.
- 7.2 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.

8. Default and Recovery etc. of Grant

- 8.1 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:

- 8.1.1 The Grantee commits a Default;
 - 8.1.2 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;
 - 8.1.3 The Grantee fails to carry out the Programme;
 - 8.1.4 In the Scottish Ministers' opinion, the progress on the Programme is not satisfactory; or
 - 8.1.5 In the Scottish Ministers' opinion, the future of the Programme is in jeopardy.
- 8.2 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.
- 8.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:
- 8.3.1 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;
 - 8.3.2 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
 - 8.3.3 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.
- 8.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 8.1, 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.
- 8.5 Notwithstanding the provisions of this clause 8, 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 8 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.

- 8.6 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 8.1 to 8.3 shall not be construed as a waiver of such right or remedy.

9. 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.

10. Termination

The Agreement may be terminated by the Scottish Ministers giving at least one month's notice of cancellation or modifications. The Agreement will be reviewed by 22 June or earlier if there is a significant change in circumstance.

11. 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.

12. Continuation of Conditions

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

13. Compliance with the Law

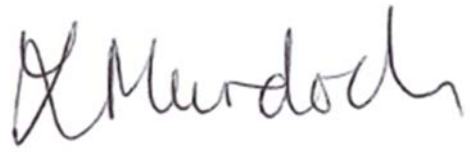
The Grantee shall ensure that in relation to the Programme, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

14. 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 the Grant Acceptance below as well as the declaration at Schedule 4 and return one full copy of this offer of Grant and Schedules to me (preferably in PDF format) at concessionarytravel@transport.gov.scot as soon as possible and **by close on Thursday 23 April 2020 at the latest** ahead of the first instalment of the grant being made on 27 April 2020. Electronic signatures will be accepted. You should retain a signed copy of the offer of Grant and Schedules for your own records.

Yours sincerely

A handwritten signature in black ink, appearing to read 'L Murdoch', written in a cursive style.

Laura Murdoch
Director of Bus, Accessible and Active Travel
Transport Scotland

GRANT ACCEPTANCE

On behalf of [INSERT FULL COMPANY/ORGANISATION NAME] I accept the foregoing offer of Grant by the Scottish Ministers dated [ENTER DATE] on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that the company/organisation named above is solvent. I confirm that I hold the relevant signing authority.

Signed:

[SIGN HERE, ELECTRONIC SIGNATURE ACCEPTABLE]

«Director/Company Secretary/Authorised Signatory»

Print Name: [PRINT NAME OF SIGNATORY HERE]

Position in Organisation of Person Signing: [ADD JOB TITLE OF AUTHORISED SIGNATORY]

Date: [ADD DATE]

[THE ABOVE NEEDS TO BE COMPLETED IN FULL BEFORE RETURNING]

SCHEDULE 1

PART 1: THE PROGRAMME

Levels of Service

1. The COVID-19 Support Grant (CSG) provides bus operators with additional temporary financial assistance in order to maintain essential services and the capability to provide such services. This is to offset the impact that reduced demand is having on the viability of local services for key workers and other essential travel needs and to protect the industry for the future.
2. Operators will make available sufficient capacity to run at least around 30% (25-35%) of scheduled mileage for a typical non-school week excluding public holidays while the conditions of the grant apply. This service capacity to be made available within Scotland. Where it is not practicable for an operator to run that percentage of services, or the capacity is not required, they should write to Transport Scotland providing reasons. The Scottish Ministers will use their discretion as to whether the grant should be payable under the circumstances outlined in any such letter.
3. Operators will propose the services they expect to run to meet the 25-35% level of scheduled mileage. They must continue to consult with their local transport authorities and health boards regarding the services that should continue to be provided, having regard to the critical concerns of serving key workers such as NHS staff and taking reasonable endeavours to prevent overcrowding and keeping passengers at the required distance according to relevant guidance issued or endorsed by the UK or Scottish Governments.
4. Furthermore, operators must take all possible steps to respond positively and quickly to reasonable requests from local transport authorities to amend service patterns, hours of operation, vehicles used or levels of provision and to supply data on service usage and operations during the period of CSG receipt – including where possible to ensure a joined-up cross-modal service offer and to support wider COVID-19 response efforts. Operators are required to demonstrate on request that all possible steps have been taken where they have not responded positively or quickly to reasonable requests from local transport authorities.

Vehicles

5. Operators will use their best endeavours to ensure enhanced cleaning regimes in vehicles. This will focus on high touch points such as hand poles and grab rails. As the circumstances relating to the outbreak evolve, operators will continue to engage with the Scottish Government, follow the guidance from public health bodies, and provide advice to customers using their services.

- Operators will take reasonable endeavours to run services with the least polluting vehicles available, while complying with paragraph 5 subject to engineering and supplier constraints.

PART 2: PAYMENT OF GRANT, DATA PROVISION AND RECONCILIATION PROCESS

- Payments to operators under CSG will be made up of a National Concessionary Travel Scheme support element (NCTS element) or a BSOG support element (BSOG element) or both, depending on what element(s) operators are eligible for. These elements will be paid to operators based on the payment schedule below for the duration of the CSG being paid.

Period Number	Start Date	End Date	NCTS Interim & BSOG Estimate Payment Date	BSOG Certified Payment Date
1	01 April 2020	26 April 2020	01 April 2020 (Wednesday)	30 April 2020
2	27 April 2020	24 May 2020	27 April 2020	-
3	25 May 2020	21 June 2020	26 May 2020 (Tuesday)	29 May 2020
4	22 June 2020	19 July 2020	22 June 2020	30 June 2020

- The NCTS element will be made up of 90% of the relevant period forecast minus the interim payment that will be payable under the normal operation of the NCTS. Balancing payments under CSG will be payable by the end of the third period after the period they relate to, although in practice they will be paid earlier if necessary information is available. The NCTS CSG balancing payment will be the NCTS CSG forecast less NCTS CSG interim payment and the NCTS claim.
- The BSOG element will be paid as 1/13th of estimates operators had previously provided for financial year 2020/21.
- Where an operator was in an over payment situation for NCTS reimbursement or BSOG pre COVID-19, Transport Scotland will continue to recover the over payment values by adjusting payments made during the COVID-19 period until such times as operator debt is repaid in full.

Data Provision

- Operators will be required to provide the following information using the same operational formats and timings as would normally be used for claims for BSOG;
 - Services operated (total number run), including service numbers and registration numbers

- “Live” kilometres operated
- 6. Operators should also continue to make claims for actual passengers carried under the National Concessionary Travel Scheme in their normal fashion.
- 7. Operators will be expected to provide accurate information in good faith, and in accordance with the Declaration set out at the end of these Terms and Conditions.
- 8. Transport Scotland, within reason, reserves the right to amend the information being requested from operators.
- 9. Operators who receive a first month payment greater than £150,000 must also provide monthly information on revenue, cost and their percentage of furloughed staff.
- 10. TS reserves the right to use this information to inform the broader Scottish Government response to the COVID-19 outbreak, but will where possible respect the commercial confidentiality of information where applicable and subject to the provisions of clause 5 of the terms and conditions.

Reconciliation Process for Grant Payments

- 11. Operators will be required to provide a financial statement for the time period covered by the CSG period and/or at any such other time during the CSG period as deemed necessary by TS.
- 12. The financial statement should provide information relating to the following:
 - Operational costs and revenue from the period covered by CSG (disaggregated to show major cost and revenue sources);
 - Kilometres covered by the operator’s services per month during the period covered by CSG;
 - Services run and patronage data per month for the period covered by CSG;
- 13. If the information requests identifies that any operator as a result of being in receipt of CSG payment has made more than a ‘reasonable profit’ determined in accordance with the principles set out in Regulation (EC) 1370/2007, any such overpayment will be recovered through reductions in future payments.
- 14. For the avoidance of doubt, reconciliation will not take into account any capital expenditure, exceptional (non-operating) payments, dividend payments or reasonable intra-company transfers in the calculation of whether a company has generated an operational profit or loss at the end of the initial three month CSG period.
- 15. Information provided for this purpose may be shared with contractors that are engaged by TS to undertake the reconciliation exercise or other analysis of the CSG scheme.

SCHEDULE 2

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

COVID-19 SUPPORT GRANT

This is to confirm that the grant claimed by [ADD NAME OF COMPANY/ORGANISATION] in relation to the above Programme during the financial year ended 31 March 2021 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 [ADD NAME OF COMPANY/ORGANISATION].

Signed:

Name in block capitals:

Position:

Date:

[TO NOTE: THIS SCHEDULE IS TO BE COMPLETED AT A LATER DATE, SPECIFICALLY WITHIN ONE MONTH OF RECEIVING THE FINAL INSTALMENT OF THE GRANT]

SCHEDULE 3

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.

SCHEDULE 4

Confirmation of State aid received under the COVID-19 Temporary Framework for UK Authorities measure and Undertaking in Difficulty Status

Following the outbreak of the Coronavirus, the European Commission has approved schemes to aid businesses affected by the Coronavirus outbreak on the basis of their Temporary Framework, including the COVID-19 Temporary Framework measure for the UK.

The maximum level of aid that a company may receive is €800 000 (€120,000 per undertaking active in the fishery and aquaculture sector or €100,000 per undertaking active in the primary production of agricultural products). This is across all UK measures under the terms of the European Commission's Temporary Framework.

The Euro equivalent of the Sterling aid amount is calculated using the Commission exchange rate¹ applicable on the date the aid is offered.

Any aid provided under this measure will be relevant if you wish to apply, or have applied, for any other aid granted based on the European Commission's Temporary Framework. You will need to declare this amount to any other aid awarding body who requests information from you on how much aid you have received. You must retain this letter for four years after the conclusion of the UK's transition from the EU and produce it on any request from the UK public authorities or the European Commission. Aid may be granted to undertakings that were not in difficulty (within the meaning of Article 2(18) of the General Block Exemption Regulation²) on 31 December 2019, but that faced difficulties or entered in difficulty thereafter as a result of the Covid-19 outbreak³.

This aid is in addition any aid that you may have received under the De Minimis regulation allowing aid of up to €200,000 to any one organisation over a three fiscal year period (i.e. your current fiscal year and previous two fiscal years), and any other approved aid you have received under other State aid rules, such as aid granted under the General Block Exemption Regulation.

Please sign the attached statement confirming your eligibility for support.

Confirmation of State aid received under the COVID-19 Temporary

¹ https://ec.europa.eu/info/funding-tenders/how-eu-funding-works/information-contractors-andbeneficiaries/exchange-rate-infoeuro_en

² <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:02014R0651-20170710>

³ If you are an undertaking in difficulty within the meaning of Article 2(18) of the General Block Exemption

Regulation you may still be entitled to de minimis aid if you have received less than €200,000 in de minimis aid in the last three years. You should contact us if you consider that you may qualify for de minimis aid on this basis.

Framework for UK Authorities and Undertaking in Difficulty status

I confirm that I have received the following aid under measures approved within the European Commission’s Temporary Framework between March 2020 and December 2020.

I confirm that my undertaking was not in difficulty (within the meaning of Article 2(18) of the General Block Exemption Regulation) on 31 December 2019.

Body providing the assistance / aid	Value of assistance (euro)	Date of assistance

DECLARATION

Company	
Company Representative Name	
Signature	
Date	

[ABOVE DECLARATION BOX NEEDS TO BE COMPLETED BEFORE RETURNING]



SCHEDULE 1

Terms and Conditions to Smart Pay Grant Fund Award – Round 3

1. Definitions and Interpretation

1.1 In these Terms and Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa.

1.2 In these Terms and Conditions, the following words and expressions shall have the meanings ascribed to them as provided in this Clause:-

“Agreement” means this agreement, constituted by the Operator’s acceptance of the offer contained in the Letter as such agreement may be modified from time to time;

“Agreed Costs” means the costs referred to in Schedule 1 attached to the Letter;

“Application” means the application for Grant Aid made by the Operator in terms of this Agreement;

“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 any other default by either party, its employees, representatives, agents or assignees;

“Financial Year” means the period from 1 April in one calendar year to 31 March in the following calendar year;

“Grant Aid” means the sum or sums of money paid or to be paid by the Scottish Ministers to the Operator in accordance with the terms of this Agreement;

“Letter” means the letter to which these Terms and Conditions is attached and includes these Terms and Conditions;

“Operator” means the firm, company, organisation or other body to whom the Letter is addressed;

“Provider” means the individual, firm, company, or organisation whom the Operator has paid or shall pay for providing any of the goods, services or otherwise which constitute one of the Agreed Costs;

“Smartcard Ticketing Equipment” means any ticketing equipment purchased, installed or developed to provide a contactless payment service.

2. Payment of Grant Aid

2.1 The Scottish Ministers shall pay the Operator a sum by way of Grant Aid for the Agreed Costs which the Operator has incurred directly in relation to the provision, installation and operation of Smart Ticketing Equipment to provide a contactless payment service. Such Grant Aid shall be paid in accordance with the terms and conditions stated herein and specified in Schedule 1.

2.2 Grant Aid shall only be paid under the terms of this Agreement for the purpose referred to in Clause 2.1 above. Notwithstanding the inclusion of any cost within the definition of Agreed Costs the Scottish Ministers may refuse any Application, or part of an Application, if they are not satisfied that the costs or any part of the costs claimed were not reasonably incurred in pursuance of that purpose.

2.3 Without prejudice to the generality of Clause 2.1 above Grant Aid shall not be available for costs arising in connection with enhancements to the ticketing equipment other than those specified in Schedule 1.

2.4 Applications may be made for the Agreed Costs individually or cumulatively. An Application must include a schedule itemising the costs which are being claimed together with a full explanation of why each item of cost was incurred and supporting evidence of all such costs in the form of either:

- (a) an invoice from the provider;
- (b) any other documentation deemed appropriate by the Scottish Ministers.

2.5 The Operator shall provide the Scottish Ministers with any additional information reasonably requested by the Scottish Ministers and, if necessary for the purpose of deciding the eligibility of an Application or any part thereof in terms of this Agreement, the Scottish Ministers may seek expert technical advice from a third party in relation to any information supplied by the Operator under this Clause or Clause 2.4 above.

2.6 Unless the Scottish Ministers reject the Application in terms of Clause 2.2 above, or request additional information in terms of Clause 2.5 above the Scottish Ministers shall pay to the Operator the sum of Grant Aid agreed in relation to that Agreed Cost in terms of Schedule 1 within 10 working days of receipt of the Application.

2.7 The Scottish Ministers shall not be bound to pay to the Operator, and the Operator shall be deemed to have forfeited and to have no claim against the Scottish Ministers in respect of any Grant Aid or instalment of Grant Aid which has not been claimed by the Operator in accordance with the terms of this Agreement, irrespective of the cause of the Operator's failure to do so, by the day falling at the end of the Financial Year in which that instalment was first eligible to be claimed. Grant Aid, or any instalment thereof, will become eligible to be claimed for these purposes on the date on which the Operator pays to the Provider the full sum due for the relevant Agreed Cost.

3. Audit and Recovery of Overpayments

3.1 At the end of the Financial Year the Operator shall, if requested by Scottish Ministers, prepare and provide at its own expense a full account showing the amounts incurred during the Financial Year. Such account shall be audited and certified as true and accurate by an external Registered Auditor and a copy of the external auditor's report shall be submitted to the Scottish Ministers no later than 30 November following the end of the Financial Year.

3.2 The Operator shall keep and maintain for a period of 5 Financial Years, following the end of the Financial Year in which the Grant Aid was paid, adequate and proper records and books of account recording all expenditure incurred on the Agreed Costs and receipts of all monies paid by the Scottish Ministers by way of Grant Aid. The Operator shall afford the Scottish Ministers, their representatives, Audit Scotland 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 and the Operator shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

3.3 In the event that the amount of Grant Aid paid by the Scottish Ministers to the Operator exceeds the amount of the costs incurred by the Operator, Scottish Ministers reserve the right to recover the amount of the overpayment from any other sum of Grant Aid due. Notwithstanding the above, the Operator shall, within 14 days of receiving a written demand from the Scottish Ministers, repay to the Scottish Ministers the amount of such excess. In the event that the Operator 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 base lending rate (or the equivalent) of the Royal Bank of Scotland plc 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 thereon.

4. Information

4.1 Either party may disclose any information relating to, or arising out of or in connection with, this Agreement as required by law or judicial order, including but not limited to the Freedom of Information (Scotland) Act 2002. The Scottish Ministers may also disclose information to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland or the United Kingdom.

5. Compliance with the Law

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

6. Insolvency

6.1 If at any time within the duration of this Agreement:-

- (a) the Operator passes a resolution that it be wound up, or a court makes an order that the Operator 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 Operator is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

(b) a receiver, manager, administrator or administrative receiver is appointed to the Operator, or over all or any part of the property which may from time to time be comprised in the property and undertaking of it, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver,

The Scottish Ministers may by written notice to the Operator terminate this Agreement with immediate effect.

7. False or Misleading Information

7.1 If the Operator knowingly gives any information to the Scottish Ministers which read as a whole is false, incorrect or misleading, whether such information is provided prior to or after the payment of any Grant Aid is made, the Scottish Ministers may at their sole option:

- (a) make a deduction from, withhold, or require immediate repayment of the Grant Aid or any part of it; and/or
- (b) terminate this Agreement with immediate effect by written notice to the Operator.

7.2 In the event that the Scottish Ministers require the Operator to repay the Grant Aid or any part of it in terms of Clause 7.1(a) above, the Operator 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 Operator. In the event that the Operator fails to pay such sum within the said period of 14 days, the Scottish Ministers shall be entitled to interest on the said sum at the rate of 2 per cent per annum above the base lending rate (or the equivalent) of the Royal Bank of Scotland plc prevailing at the time of the written demand, from the date of the written demand until payment in full of the said sum and interest.

8. Assignation

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

9. Termination

9.1 Without prejudice to any of the foregoing, this Agreement may be terminated by either party giving not less than 3 months' notice in writing or without notice period if both parties agree in writing to terminate this Agreement with immediate effect.

9.2 Without prejudice to any of the foregoing, the Scottish Ministers may terminate this Agreement with immediate effect by written notice to the Operator if the Operator ceases to trade as a bus operator for any reason other than one specified in Clause 6 above.

10. Continuation of Conditions

10.1 These Terms and Conditions shall continue to apply for a period of 5 years after the end of the Financial Year in which the final instalment of Grant Aid was paid.

11. Jurisdiction

11.1 This Agreement shall be construed and interpreted in accordance with the Law of Scotland and the parties hereto irrevocably submit to the jurisdiction of the Scottish Courts insofar as not already subject thereto.

12. Additional Conditions

12.1 Further to Clause 2.7, the Operator must have received, receipted and installed (or agreed an installation schedule with the Provider) goods by **31 March 2020** for Round 3 Grant Aid agreed costs to guarantee refund.

12.2 Agreed costs will be refunded by the Scottish Ministers to the Operator within 10 working days of submission of an Application containing the original Provider's invoice and proof of payment from the Operator to the Provider by way of a bank statement and installation schedule. Where credit terms are in place between the Operator and Provider, grant funding will be remitted to the Operator at the end of the credit term and upon confirmation from the Provider that all monies have been paid.

12.3 Smart Ticketing Equipment purchased in accordance with this Agreement is to be ITSO 2.1.4 compliant or of the current ITSO standard at the time of purchase.

12.4 Smart Ticketing Equipment purchased in accordance with this Agreement is to be employed to provide a minimum of a contactless payment service. In the event the Operator ceases to provide a contactless payment service within the initial 5 years and Scottish Ministers require the Operator to repay the Grant Aid or any part of it, the Operator 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 Operator. In the event that the Operator fails to pay such sum within the said period of 14 days, the Scottish Ministers shall be entitled to interest on the said sum at the rate of 2 per cent per annum above the base lending rate (or the equivalent) of the Royal Bank of Scotland plc prevailing at the time of the written demand, from the date of the written demand until payment in full of the said sum and interest.

12.5 In the event the Operator ceases to provide a public transport service, the Smart Ticketing Equipment purchased in accordance with this Agreement is to be transferred, sold on in order to continue to provide a contactless payment service elsewhere for a period of 5 years from the date of commission. In the event that the Operator has receipted grant funding any grant proportionate proceeds from sale of Smart Ticketing Equipment should be returned to the Scottish Ministers by administrators.

12.6 The Operator will be responsible for all current and future operating costs including; SIM and data, repair, maintenance, licencing, software and services for the Smart Ticketing Equipment listed in 13.2 of this Schedule.

12.7 In addition to Clause 12.6, Scottish Ministers will provide agreed costs in support of licence or subscription fees to the Smart Ticketing Equipment Provider. Agreed costs will be refunded to the Operator on receipt of an invoice and proof of payment to the Provider annually for Year 2 and 3 within 10 working days of Application. Year 1 agreed costs in relation to licence or subscription fees will be refunded along with the agreed costs of the Smart Ticketing Equipment.

12.8 The Operator will provide the Scottish Ministers with data relating to smart journeys made using the Smart Ticketing Equipment and the contactless payment service. Data will be submitted on the first Monday of May, August, November, and February in any year. Data provided by the Operator may be used by Scottish Ministers for other purposes. Any data will be anonymised and all endeavours made to ensure that Operator confidentiality is not breached.

12.9 The Operator shall ensure that Transport Scotland and the European Regional Development Fund (ERDF) are credited in any media or marketing material developed to promote or inform customers of the contactless payment service. The ERDF brand guide is at <https://www.gov.scot/publications/esif-logos/>.

12.10 The Scottish Ministers may share details from this Application or from future assessments to Scottish Government departments including other grant-making bodies. The Operator will be informed of requests for this information. Any data sharing will be undertaken in accordance with GDPR.

12.11 The Scottish Ministers may use information provided by the Operator to publish details of the financial support provided to this project. All information will be anonymised.

12.12 The Scottish Ministers may use information provided by the Operator for news releases, publications and other publicity materials. The Operator's approval will be sought prior to any publication.

12.13 The Operator will inform the Scottish Ministers of any change in circumstances which impacts upon the operation of Smart Ticketing Equipment and the provision of a contactless payment service procured with support from the Grant Aid within the first 5 years.

12.14 The Operator will provide project implementation updates to the Scottish Ministers.

13. Agreed Costs

13.1 The agreed costs exclude reclaimable value added tax.

13.2 Scottish Ministers shall pay the Operator for the agreed costs for:

Smart Ticketing Equipment and Services:	
Electronic Ticket Machines Upgrade x XX @ £350 per unit	£
Electronic Ticket Machines New x XX @ £1000 per unit	£
Year 1 Licence / Subscription Fee x XX @ £100 per unit	£
Year 2 Licence / Subscription Fee x XX @ £100 per unit	£
Year 3 Licence / Subscription Fee x XX @ £100 per unit	£

Total £



Addressee

Your ref: Your Ref.
 Our ref: TS/SIT/MIF/01/2020
 Date

Dear ,

OFFER OF GRANT FOR MAAS PILOT 2020

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to «insert name of grantee» (“the Grantee”) as lead member of the pilot consortium, a grant of up to £ STERLING, payable over the financial years 01/04/2019 to 31/03/2020 in connection with the ‘Mobility as a Service’ (Maas) pilot , 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 Mobility as a Service pilot 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:

- [Click here to enter text.](#)

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

- [Click here to enter text.](#)

2.6 The eligible costs for which the Grant can be claimed are:

- [£ as per the financial template in Appendix 2](#)

2.7 The eligible costs exclude:

- Any Value Added Tax (VAT) reclaimable by the Grantee
- Any costs not directly related to the development of MaaS (or MVP) platform and pilot (e.g. new vehicle purchases, electric charging infrastructure, maintenance costs for assets)

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 of receiving the final instalment of the Grant 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 external auditors.

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 monthly, milestone and end of Project 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 six 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 both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.
- 5.5 The Grantee should also note that in order to comply with Section 70(4) of the Transport (Scotland) Act 2001, the Scottish Ministers must, within three months of the end of the Financial Year in which the Grant was made, lay before the Scottish Parliament a report on grants made under that provision during the Financial Year. The Grantee should note that this report will detail the name of the Grantee, the amount of Grant and the purpose for which it has been paid.

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 £5000 .

7. Publicity

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

8. Intellectual Property Rights

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

and shall indemnify the Scottish Ministers against all actions, proceedings, claims and demands made by reason of any such infringement.

9. Default and Recovery etc. of Grant

- 9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:
- 9.1.1 The Grantee commits a Default;
 - 9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;
 - 9.1.3 The Grantee fails to carry out the Project;
 - 9.1.4 In the Scottish Ministers' opinion, the progress on the Project is not satisfactory; or
 - 9.1.5 In the Scottish Ministers' opinion, the future of the Project is in jeopardy.
- 9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their 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 «8th Floor, Buchanan House, 58 Port Dundas Road,

Glasgow, G4 0HF». You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

«Name and job title»

Click here to enter a date.

DRAFT

GRANT ACCEPTANCE

On behalf of «Grantee» I accept the foregoing offer of Grant by the Scottish Ministers dated [Click here to enter a date](#) on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that «insert name of Grantee» 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

[Details to be included here]

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £ shall be payable by the Scottish Ministers to the Grantee monthly 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/s 2019 to 2020. 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 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.
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 6 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 10th April the amount of the Grant actually expended up to and including 31 March.

SCHEDULE 2

GRANT CLAIM FORM

Organisation: «Name and Address»

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

Project: «Name/Description»

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

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

Grant claimed to date: «Amount»

«Unexpended grant»: «Amount» *(where grant is paid in advance)*

«Claim for grant» or «Estimate of grant required» 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.

DRAFT

SCHEDULE 3**STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT**

«Name of the Project»

This is to confirm that the grant claimed by «name of Grantee» in relation to the above Project during the financial year ended 31 March 20«XX» 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 «name of Grantee».

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 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.

“Pilot” means the MVP MaaS ‘digital solution’ or ‘platform’ being used in the live environment

“**Active travel**” is defined as physically active journeys such as walking, cycling, scooting.

“**Smart**” for this pilot is defined as electronic or digital travel services; such as ITSO smartcard, barcode or QR code, contactless payment, digital wallet tickets held in a smartphone

Appendix 1 – Project Plan

Appendix 2 – Financial template

Appendix 3 – Copy of Business Case application form

DRAFT



European Union



The Scottish
Government
Riaghaltas na h-Alba



TRANSPORT
SCOTLAND
CÒMHDHAIL ALBA

EUROPE & SCOTLAND

European Regional Development Fund

Investing in a Smart, Sustainable and Inclusive Future

Low Carbon Travel & Transport

SMART TICKETING CHALLENGE

FUND - STCF

Application Form

ERDF LCTT Smart Ticketing Challenge Fund Application

When completing this application, please refer to the Guidance document.

Please do not send any supporting documentation. We will assess your application based on the information you provide in this form.

SECTION 1: ORGANISATION DETAILS

1	Name of organisation	
2	What type of public sector organisation are you?	Local Authority <input type="checkbox"/> RTP undertaking functions of a local transport authority <input type="checkbox"/> Other RTP <input type="checkbox"/> Please describe:
3	Registered office address or main place of business.	Address: Postcode:
4	Contact email address for organisation	
5	Organisation website	
6	Applicant's role/position in organisation	
7	Main contact for this application	
	Name	
	Office address (if different from above)	Address: Postcode:
	Telephone number	
	Email address	

ERDF LCTT Smart Ticketing Challenge Fund Application

SECTION 2: SELF ASSESSMENT CHECKLIST

You must complete this checklist before proceeding. If you answer 'NO' to any of these questions, you may be ineligible for the ERDF funding and therefore, we would not consider you eligible for application.

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Our organisation is in the Public sector
<input type="checkbox"/>	<input type="checkbox"/>	Our organisation has a UK bank account, annual accounts (approved by its management committee or board) and control over all income and expenditure.
<input type="checkbox"/>	<input type="checkbox"/>	Our organisation has a governing body, a democratically elected management committee and a governing document that has been formally adopted.
<input type="checkbox"/>	<input type="checkbox"/>	We have read the details of the ERDF 2014-20 LCTT programme on the TS website and are aware of the National Rules in relation to capital funds.
<input type="checkbox"/>	<input type="checkbox"/>	We understand that proposals for the ERDF LCTT Smart Ticketing Challenge Fund are expected to be for maximum £375k total project cost and have a proven record in delivering and running capital projects of similar scale.
<input type="checkbox"/>	<input type="checkbox"/>	We can sustain an ERDF funded project for a minimum of 5 years after project completion.
<input type="checkbox"/>	<input type="checkbox"/>	We intend to retain ownership of the assets procured with the Challenge Funds and transfer from operator to operator when tendered services transfer.
<input type="checkbox"/>	<input type="checkbox"/>	We intend to make use of interoperable smart ETM's for ticketing an obligation of our tendered services.

ERDF LCTT Smart Ticketing Challenge Fund Application

SECTION 3: PROPOSED ERDF PROJECT

8	<p>What type of Smart Ticketing do you propose to develop?</p>	<p>ETM <input type="checkbox"/></p> <p>ETM Back Office <input type="checkbox"/></p> <p>Both <input type="checkbox"/></p>
9	<p>Working title of project</p>	
10	<p>Where will the project take place? (please provide an address and be as specific as possible)</p>	
11	<p>Local authority area</p>	
12	<p>Brief summary of proposed ERDF project (max 500 words)</p> <p>Please provide an outline summary of the project you are applying to the ERDF LCTT Smart Ticketing Challenge Fund for.</p> <p>This should include;</p> <p>a) a description of the project</p> <p>b) what you expect it to deliver;</p> <p>c) how this fits with the aims of the ERDF LCTT Smart Ticketing programme;</p> <p>d) how this fits with smart ticketing and low carbon transport priorities, activities and existing plans for interoperable smart ticketing in a local area;</p> <p>e) the need for ERDF funding; and</p> <p>f) plans for wider community engagement.</p>	

ERDF LCTT Smart Ticketing Challenge Fund Application

13	<p>Previous experience of delivering capital projects of a similar scale (max 250 words)</p>	
----	---	--

SECTION 4: PROPOSAL FOR CHALLENGE FUNDING SUPPORT

14	<p>Brief summary of proposal (max 250 words)</p> <p>Please describe what you want to use the Challenge Funding for and how this will help you deliver the smart ticketing implementation?</p>	
----	--	--

15	Are you submitting more than one application?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<p>If yes, please list the project titles in order of the priority your organisation is giving them.</p>	

ERDF LCTT Smart Ticketing Challenge Fund Application

Proposal cost and timetable

16	How much funding are you applying for from the ERDF?	£ _____
----	---	---------

Please provide a breakdown of the total cost for each element of the proposal

	Cost
	£
	£
	£
	£
	£
Total cost of proposal	£ _____

17	How have you secured the match funding? (This is a pre-requisite of the ERDF. Please provide details below)	Yes <input type="checkbox"/> No <input type="checkbox"/>
----	---	--

Sources of other funding

Funding source/partner	Amount secured
	£
	£
	£
	£
	£
	£
Total	£ _____

18	Are you VAT registered and able to reclaim VAT? (If your organisation is eligible to reclaim VAT, the amount of funding you ask for must exclude VAT. If you are unable to reclaim VAT then irrecoverable VAT may be included as an eligible cost. Where this is the case irrecoverable VAT should be identified as a separate item in your costings.)	Yes <input type="checkbox"/> No <input type="checkbox"/>
----	--	--

ERDF LCTT Smart Ticketing Challenge Fund Application

--	--	--

19	<p>Timetable (to be eligible for support you should demonstrate that your funding proposal will be completed by 17 March, 2017 and that you will drawdown all Challenge Funding by 31 March 2017. As a result, 'deliver by' dates should be provided for each point detailed at the cost breakdown at question 16.)</p>	
----	--	--

State Aid		
20	<p>Is your project involved in economic activity? (Please refer to the Smart Ticketing Challenge Fund Guidance note)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If 'no', please explain (Max 200 words)</p>
21	<p>If 'yes', how will your project meet the State Aid tests? (Max 200 words) (Please refer to the Smart Ticketing Challenge Fund Guidance note)</p>	

Declarations

As far as we know and believe, the information in this application form about our project is true and accurate. We are authorised to allow this project to go ahead. We are happy for Transport Scotland to:

ERDF LCTT Smart Ticketing Challenge Fund Application

- publish details of the financial support they and the ERDF are giving to this project; and
- share any details they have about our project from this application or from future assessments to Transport Scotland colleagues and other agencies, including other grant-making bodies; and
- to use any of the project details in news releases, publications and other publicity materials.

Main contact declaration
Name: Position: Date:
Application endorsement declaration:
Name: Position: Date:

Data Protection and Freedom of Information

Applicants to the Smart Ticketing Challenge Fund should be aware that Transport Scotland is subject to the provisions of the Freedom of Information (Scotland) Act 2002, the Environmental Information (Scotland) Regulations 2004 and the Data Protection Act 1998.

Please therefore note that information provided, including personal information, will be held, published and disclosed in accordance with this legislation. When submitting an application, please let us know if there are any parts of it which would prejudice your commercial or other interests if they were made public. However, given our obligations, please note we cannot guarantee confidentiality.

Equalities and Environmental Impact

We want projects to be open to the widest possible range of people and this will be a consideration for applications to the LCTT Smart Ticketing Challenge Fund. So you need to have thought about how you'll address any difficulties people may have finding out or getting involved in your project.

Within the STCF TS is mindful to include activities that will target social inclusion and improve the competitiveness and economic performance of the locality. Activities that aim to reduce the inequalities between more disadvantaged communities and the rest of society will be positively viewed.

Applicants will need to ensure that all operators and any third parties delivering activities will have policies and processes for social inclusion.

ERDF LCTT Smart Ticketing Challenge Fund Application

The objective will be to provide safe and affordable means of travel that will help remove a barrier to social participation. TS is keen to support activity that improves and simplifies public transport journeys, thereby encouraging those without access to a car to utilise a more joined-up public transport system.

The overall target groups will include those who use car for short journeys, those who are at risk of health issues due to lack of exercise and those who are excluded from employment opportunities in areas due to transport links.

Applicants will monitor and report on the measurable results and outcomes throughout the lifetime of the programme against the original baselines and provide Transport Scotland with these reports. Please refer to the LCTT Smart Ticketing Challenge Fund Guidance Notes (paragraph 6) for ERDF requirements around publicity, audit and document retention.

Further information on equalities legislation can be obtained from the Equalities and Human Rights Commission www.equalityhumanrights.com.

Additionally, we ask all organisations submitting an application to the LCTT Smart Ticketing Challenge Fund to consider the environmental impact of their project.

Submitting your application

Please email the completed application form to [Smart Ticketing MAILBOX](#). Once your application is submitted you will receive an acknowledgement email. If you do not, please contact us immediately.

Applications received after midnight on Wednesday 17 October 2016 will not be considered. We aim to notify you regarding the outcome of your application by end October.

Enquiries

If you have any queries about the ERDF LCTT programme, the Smart Ticketing Challenge Fund or would like to discuss ideas you have before submitting an application, please send an email to the [Smart Ticketing mailbox](#) with an outline of your query and your contact details and a member of the team will get back to you.

For information & enquiries, please contact Transport Scotland:

- www.transport.gov.scot/environment/low-carbon-travel-and-transport
- TS_Smart_Ticketing@transport.gov.scot
- 0141 272 7165

Smart and Integrated Ticketing Team
Buchanan House
58 Port Dundas Road
Glasgow
G4 0HF



European Union



The Scottish
Government
Riaghaltas na h-Alba

EUROPE & SCOTLAND

European Regional Development Fund

Investing in a Smart, Sustainable and Inclusive Future



**TRANSPORT
SCOTLAND**

CÒMHDHAIL ALBA

Low Carbon Travel & Transport Smart Ticketing Challenge Fund - STCF

Guidance Notes

ERDF LCTT Smart Ticketing Challenge Fund Application

GUIDANCE DOCUMENT

1. Introduction

We are offering ERDF Challenge Funding of 40% to match funding provided by Local Authorities and RTP organisations throughout Scotland who wish to upgrade smart ticketing equipment on tendered passenger transport services operating in their areas to ITSO version 2.1.4 equipment. The funding is being made available from Transport Scotland's European Regional Development Fund (ERDF) Low Carbon Travel and Transport (LCTT) Smart Ticketing Challenge Fund. The Challenge Funding is intended to encourage interoperable smart ticketing and as a result encourage modal shift to lower carbon emission modes of transport. The applications put forward for consideration of funding from the LCTT Smart Ticketing Challenge Fund, once launched in October 2016, will be checked for eligibility prior to being processed to assessment.

1.2 ERDF LCTT background

Of the overall LCTT Smart Ticketing operation, funding of up to £1.5m has been allocated from the ERDF 2014-2020 to form the Smart Ticketing Challenge Fund. This is specifically to support the development of upgraded smart ticketing electronic ticket machines across Scotland, aimed at increasing the number of journeys made by public transport.

The LCTT Smart Ticketing Challenge Fund will provide funding to public local authorities and RTP organisations looking to upgrade smart ticketing equipment on tendered passenger transport services operating in their areas to ITSO version 2.1.4 equipment.

Projects supported under the ERDF 2014-2020 programme, will be required to demonstrate how they contribute towards key interoperable smart ticketing outcomes in a local area. Projects should also address and integrate one or more of the 'horizontal themes' identified for the ERDF 2014-2020 programme. These horizontal themes are: environmental sustainability, social inclusion and equal opportunities.

In terms of scale, total eligible project costs are anticipated to be set at a maximum of £375k. In order to attract ERDF support, applicants will be required to match fund a minimum of 60% of the eligible project costs.

Fuller details on the ERDF Smart Ticketing programme are available [online](#).

2. Applications For Funding

2.1 Eligible organisations

The Challenge Fund is available to Local Authorities and RTP organisations that demonstrate they meet basic ERDF eligibility requirements, to pursue interoperable smart ticketing through upgrading smart ticketing equipment on tendered passenger transport services operating in their areas to ITSO version 2.1.4 equipment.

ERDF LCTT Smart Ticketing Challenge Fund Application

Those in the public sector only are eligible to apply. The private sector, individuals and sole traders are not eligible to apply.

The self-assessment checklist, provided at Section 2 in the application form, is intended to help organisations to decide whether they should proceed with an application.

2.2 What can the Challenge Fund support?

Eligible organisations can apply for up to £150k from the Challenge Fund towards projects with eligible costs of up to £375k to upgrade smart ticketing equipment on tendered passenger transport services operating in their areas to ITSO version 2.1.4 equipment in any part of Scotland. It is a pre-requisite to have secured the 60% clean (i.e. public funds that have not originated in any way from Europe) match funding for your proposal prior to applying, the Application Form asks that you identify if this is the case and to provide further details of the source of this funding.

The Challenge Fund support can only be used to upgrade smart ticketing equipment on tendered passenger transport services to ITSO version 2.1.4 equipment locally; and specifically, to contribute towards interoperable smart ticketing.

Ownership of the assets procured with the Challenge Funds must be retained by the public sector organisation and arrangements be in place for transfer from one operator to another when the tendered services transfer.

There is no restriction on the number of applications for Challenge Funds that may be submitted by an individual public sector organisation. However, if submitting more than one application, applicants are asked to list them in order of priority to assist Transport Scotland in deciding how to award funding, should the Challenge Fund be over-subscribed.

Successful applicants for the ERDF Challenge Fund will be expected to fulfil the delivery of the full scope identified within the application.

The Challenge Fund can only support capital costs.

2.3 Timetable

The Smart Ticketing Equipment Challenge Fund will support proposals where activity will be instigated and delivered by the 17 March 2017 and where grant can be claimed by 17 March 2017. Successful applicants will be required to submit a summary report to Transport Scotland, setting out key outputs and findings from their work.

Action	Dates
Challenge fund opens for applications	3 October – deadline midnight 17 October 2016
Assessment period	18 – 31 October 2016
Applicant notification	Week beginning 7 November 2016

ERDF LCTT Smart Ticketing Challenge Fund Application

Final report to Transport Scotland	8 February 2017
Grant drawdown complete	By 17 March 2017

3. Assessment process

Challenge Fund applications will be subject to a two-stage process comprising:

- Basic eligibility check
- Panel assessment

3.1 Basic eligibility check

To be eligible for the Challenge Fund, the following eligibility criteria must be met;

- the applicant will be a public sector organisation
- activity funded by the Challenge Fund will only cover capital costs
- activity funded by the Challenge Fund will be complete by 6 February 2017.

3.2 Panel assessment

A team from Transport Scotland will carry out an assessment of eligible applications using the following key criteria;

- Fit with the aims of the ERDF Smart Ticketing programme;
- Fit with low carbon transport priorities, activities and key interoperable smart; ticketing outcomes in a local area;
- Has the applicant justified the need for the activity in relation to the beneficiaries or organisations being targeted;
- Does the applicant provide evidence that there is a demand for the activity;
- Have the applicants read and understood the National Rules <http://www.gov.scot/Topics/Business-Industry/support/17404/EuropeanStructuralFunds/ProgrammeDocumentation/ProgrammeGuidanceandApplications/esifnationalrules> ;
- Can they demonstrate there is a need for grant;
- What is their track record in delivering similar activities and achieving results;
- Does the proposed activity have any state aid implications; and
- If the activity involves procurement has the applicant conformed to the Procurement Rules.

If your application meets these criteria, we expect to offer you grant. However, in the event of over-subscription, funding will be awarded at the discretion of Transport Scotland.

ERDF LCTT Smart Ticketing Challenge Fund Application

4. Submitting an application

Please email the completed Smart Ticketing Challenge Fund application form to the [Smart Ticketing mailbox](#) by no later than **midnight on the 17 October 2016**. Once your application is submitted, you will receive an acknowledgement email. If you do not, please contact us immediately.

5. Further information

5.1 Useful links

[Transport Scotland LCTT programme](#)

<http://www.transport.gov.scot/public-transport/smart-and-integrated-ticketing>

5.2 VAT

If your organisation is eligible to reclaim VAT, the amount of funding you ask for must exclude VAT. Transport Scotland will not support VAT costs where these can be reclaimed.

And if you are unable to reclaim VAT then irrecoverable VAT may be included as an eligible cost. Where this is the case, irrecoverable VAT should be identified as a separate item in your costings.

5.3 State aid

State aid is a European Commission term which refers to forms of assistance from a public body, or publicly-funded body, given to undertakings on a discretionary basis, with the potential to distort competition and affect trade between member states of the European Union.

The 'State aid rules' are set out by the European Commission and comprise various articles of the EC Treaty, regulations, frameworks and guidelines - which set out what aid can be given. The European Commission governs member states' compliance with these rules and must be notified of all schemes involving State aid. State aid granted without Commission approval is viewed as unlawful and may be subject to repayment - by the aid recipient. Where State aid is involved, it must be provided under the cover of an exemption; approved scheme, or the de minimis regulation.

All public bodies (including bodies administering public funds) are required to ensure that they provide funding in adherence with the State aid rules and must consider applications in order to establish whether a measure constitutes State aid.

If your project is involved in economic activity (*i.e.* your project is involved in the provision of goods or services), you can consider whether your proposal may attract State aid by applying the [four State Aid tests](#).

6. ERDF and Managing Authority Requirements

ERDF LCTT Smart Ticketing Challenge Fund Application

Successful applicants will be obliged to:

- a) recognise the ERDF and Scottish Government in any publicity around the project, please see <http://www.gov.scot/Resource/0049/00499194.pdf> for full details; and
- b) retain copies of all project documentation, facilitate and make available the project documentation for audit by the Managing Authority, please see <http://www.gov.scot/Resource/0047/00475915.pdf> for full details and <http://www.gov.scot/Resource/0048/00489832.pdf>

7. Enquiries

If you have any queries about the ERDF LCTT programme or would like to discuss ideas you have before submitting an application, please send an email to the [Smart Ticketing mailbox](#) with an outline of your query and your contact details and a member of the Transport Scotland team will get back to you.

Bus, Accessibility and Active Travel Directorate**TS Official**

Buchanan House, 58 Port Dundas Road, Glasgow G4 0HF
 Juliet.Bell@transport.gov.scot



Chairman
 Traveline Scotland Limited

ADDRESS

Your ref: Your Ref.
 Our ref:

DATE

Dear **NAME**

OFFER OF GRANT FOR SERVICES

The Scottish Ministers in exercise of their powers under section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Traveline Scotland Limited, a company incorporated under the Companies Acts (Company No. SC210532) and having its Registered Office at Union Plaza, 1 Union Wynd, Aberdeen, AB10 1DQ (“the Grantee”) a grant of up to **VALUE STERLING (£ VALUE), payable over the financial year/s YEARS** in connection with **SPECIFICS**, 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:
- To implement the required features
- 2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are:
- Deliver of managed maintenance as detailed in the table in section 2.6 below across all relevant platforms
- 2.6 The eligible costs for which the Grant can be claimed are:
- listed in the column entitled “Description” in the table below.

Payment Due	Description	Amount
when	description.	£VALUE
when	description.	£VALUE

- 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 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 external auditors.
- 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 monthly 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.
- 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 six 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 both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.
- 5.5 The Grantee should also note that in order to comply with Section 70(4) of the Transport (Scotland) Act 2001 the Scottish Ministers must, within three months of the end of the Financial Year in which the Grant was made, lay before the Scottish Parliament a report on grants made under that

provision during the Financial Year. The Grantee should note that this report will detail the name of the Grantee, the amount of Grant and the purpose for which it has been paid.

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

7. Publicity

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

8. Intellectual Property Rights

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

9. Default and Recovery etc. of Grant

- 9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:
- 9.1.1 The Grantee commits a Default;
 - 9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;
 - 9.1.3 The Grantee fails to carry out the Project;
 - 9.1.4 In the Scottish Ministers' opinion, the progress on the Project is not satisfactory; or
 - 9.1.5 In the Scottish Ministers' opinion, the future of the Project is in jeopardy.
- 9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their 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 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, Buchanan House, 58 Port Dundas Road, Glasgow G4 0HF You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely,

TS OFFICIAL

Smart and Integrated Ticketing

DATE

GRANT ACCEPTANCE

On behalf of Traveline Scotland Limited I accept the foregoing offer of Grant by the Scottish Ministers dated 20 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Traveline Scotland Limited 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:

Place of Signing:

Signed:

«Witness»

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT

The Project consists of the provision of systems development services in relation to a National Public Transportation Information System, including securing the items and services detailed Section 2.6 of the offer letter.

PART 2: PAYMENT OF GRANT

1. The total Grant of up to **£VALUE** shall be payable by the Scottish Ministers to the Grantee monthly 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/s YEAR to YEAR**. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a monthly 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 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 6 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 20th April the amount of the Grant actually expended up to and including 31 March.

SCHEDULE 2

GRANT CLAIM FORM

Organisation: «Name and Address»

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

Project: «Name/Description»

Total agreed grant for: **PERIOD** £value

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

Grant claimed to date: «Amount»

Claim for Grant for the period from «date» to «date».

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 **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

MAINTAINING THE PROVISION OF SYSTEMS DEVELOPMENT SERVICES RELATING TO A NATIONAL PUBLIC TRAVEL INFORMATION SYSTEM

This is to confirm that the grant claimed by Traveline Scotland in relation to the above Project during the financial year ended 31 March 20YR 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 Traveline 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;

“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.

Section 70 Grant Funding Rail

2019-20 Report;

Fund	Grantee	Project	Purpose	Amount £
Local Rail Development Fund (LRDF)	Fife Council	Cross Forth Travel	To provide money for communities to carry out a multi-modal transport appraisal to develop proposals for improvements to rail connections in their areas	76,478.68
	Linlithgow and Linlithgow Bridge Community Council	Access to Linlithgow Station		5,672.20
	North East of Scotland Transport Partnership (NESTRANS)	Accessibility at Insch Station		25,000.00
	South-East of Scotland Transport Partnership (SESTRAN)	Newburgh Station		6,993.00
	South-East of Scotland Transport Partnership (SESTRAN)	Sustainable Options for Growth (Port of Leith)		7,923.00
	STarLink	The St Andrews Rail Link Campaign - re-introduction of rail link to St Andrews		36,000.00
	Tayside & Central Scotland Transport Partnership (TACTRAN)	Bridge of Earn/Oudendarde		6,900.00
Stirling		5,985.00		
Local Rail Development Fund (LRDF) Total				170,951.88

2018-19 Report;

Fund	Grantee	Project	Purpose	Amount £
Local Rail Development Fund (LRDF)	STarLink	The St Andrews Rail Link Campaign - re-introduction of rail link to St Andrews	To provide money for communities to carry out a multi-modal transport appraisal to develop proposals for improvements to rail connections in their areas	12,000.00
	Tayside & Central Scotland Transport Partnership (TACTRAN)	Bridge of Earn/Oudendarde		13,800.00
		Stirling		11,970.00
Local Rail Development Fund (LRDF) Total				37,770.00

Local Rail Development Fund – Conditions of Grant

The following conditions apply to all grants awarded under the Local Rail Development Fund;

The Scottish Ministers in exercise of their powers under Section 70 of the Transport (Scotland) Act 2001 hereby offer to give to the Grantee, a grant of up to £_____ STERLING, payable over the financial years 01/04/2019 to 31/03/2021 in connection with a multi modal transport appraisal, which is more particularly described in Part 1 of SCHEDULE 1 (“the Project/Programme”) and subject to the following terms and conditions:

1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in SCHEDULE 4 shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. 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 Detailed Options Appraisal stage of a multimodal transport appraisal in line with Scottish Transport Appraisal Guidance (STAG) which will seek to identify and evidence any transport problems and opportunities.
- 2.2 The Grant shall only be used for the purposes of the multimodal appraisal 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/anticipated outcomes of the Grant are:-
 - To undertake the Detailed Options Appraisal stage of a multi-modal transport appraisal in line with Scottish Transport Appraisal Guidance.

2.5 The milestones against which progress in achieving expected outcomes shall be monitored are shown below:

- There will be a decision point after the Initial Appraisal Case for Change Report and the Preliminary Options Appraisal Report to consider if there is sufficient evidence to proceed to the next stage of the transport appraisal.
- Funding from the Local Rail Development Fund will be provided in stages and it will only be possible to proceed to the next stage of appraisal when it can be demonstrated that there is sufficient justification to do so.
- If a rail option is not identified as a potential transport option to address the evidenced transport problem, funding will not be provided from the Local Rail Development Fund for the subsequent stages of appraisal.

2.6 The eligible costs for which the Grant can be claimed are:

- The costs associated with completing the Detailed Options Appraisal stage of a multi-modal transport appraisal in line with STAG, up to a maximum of £_____, which will seek to identify and evidence any transport problems and opportunities.

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, [the Grantee], in accordance with the terms of SCHEDULE 1 attached.

3.2 The Grantee shall within six weeks 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.

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 transport appraisal, 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 progress with the transport appraisal in the form of quarterly reports in addition to completed Initial Appraisal Case for Change, Preliminary Options Appraisal and Detailed Options Appraisal reports as appropriate. 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 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 completion of the transport appraisal 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 six 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 completion of the transport appraisal 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.

7. Publicity

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

8. Intellectual Property Rights

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

9. Default and Recovery etc. of Grant

- 9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:
- 9.1.1 The Grantee commits a Default;
 - 9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;
 - 9.1.3 The Grantee fails to carry out the transport appraisal;
 - 9.1.4 In the Scottish Ministers' opinion, progress with the transport appraisal is not satisfactory; or
 - 9.1.5 In the Scottish Ministers' opinion, the future of the transport appraisal 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 transport appraisal, 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, Buchanan House, 58 Port Dundas Road, Glasgow, G4 0HF. You should retain the second copy of the offer of Grant and Schedules for your own records.