



2 September 2020

Dear Director

OFFER OF GRANT FOR THE RECRUITMENT OF ADDITIONAL TEACHERS FOR THE EDUCATION RECOVERY PHASE– 2020/21

The Scottish Ministers, in exercise of their powers under the Section 42 (1) of the Standards in Scotland's Schools etc. Act 2000 and in recognition of the duty in section 3A of the Standards in Scotland's Schools etc. Act 2000, hereby offer to give Aberdeen City Council ("the Grantee") a grant of **£926,402 STERLING** over the course of 2020/21 and 2021/22 with **£617,601** in 2020-21 and **£308,801** in 2021-22 for the recruitment of additional teachers in the 2020-21 school year.

1. Definitions and Interpretation

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

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

2. Purposes of the Grant

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

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

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

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

- The recruitment of additional teachers that may be needed in the 2020-21 school year to compensate for any loss of learning suffered by pupils during the COVID-19 lockdown, as well as to bring much needed resilience to the education system.
- Local authorities will be expected to complete their normal recruitment processes for teachers with a view to maintaining planned staffing levels prior to COVID-19, and to provide clear assurance that this has been done. Local authorities should continue to fill existing vacancies from their own existing budgets in the normal way. This resource must be clearly additional to that which would otherwise have been allocated to teacher recruitment for the 2020-21 school year.
- **If a local authority cannot use their allocation for this purpose, the way in which it may be reallocated for other purposes, that have a clear positive impact on the objectives set out in part 1 of schedule 1 in supporting education recovery, must be agreed with the Scottish Government as the body responsible for ensuring the aims of this funding are met.**

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

- The number of additional teachers recruited.
- If the funding is used for other purposes (bullet 2 of para 2.4 above) alternative targets and milestones will be agreed as part of this process.

2.6 The eligible costs for which the Grant can be claimed are as detailed in **SCHEDULE 1**.

3. Payment of Grant

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

3.2 The Grantee shall by March 2021 submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **SCHEDULE 3**. The statement shall be signed by the Grantee's Director of Finance.

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 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.

4. Inspection and Information

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Programme in the form of an initial report detailing baseline teacher staffing levels, planned additional/actual teachers, aggregate totals of additional teachers recruited by school sector and planned expenditure on additional staff by date **25 September**. Subsequently, monthly reporting on numbers of additional teachers will be required in October, November and March. A report at the end of the financial year should be submitted by end - March 2021 that details: the total number of additional teachers recruited and the expenditure on these staff.
- 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. The information required and submission date of this report will be as agreed by Scottish Ministers and confirmed with the Grantee in writing.
- 4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Programme is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.
- 4.5 The Grantee shall keep and maintain for a period of 5 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
- 4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Programme or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Programme and the use of the Grant.

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

5. Confidentiality and Data Protection

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Programme.
- 5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement. 6
- 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.

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 obligations under EU law Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time by the Commission of the European Union.
- 8.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement.
- 8.4 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.
- 8.5 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.
- 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 9.1 to 9.3 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 not less than 3 months' notice in writing from the date of the notice being sent.

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

- 12.1 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.
- 12.2 Condition 6 shall continue to apply until the end of the period referred to in that Condition.

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 2 copies of the Grant Acceptance and return one copy to Angela Felvus at angela.felvus@gov.scot. You should retain the second copy for your own records.

Yours Sincerely



Stuart Robb
Scottish Government

GRANT ACCEPTANCE

On behalf of the Aberdeen City Council I accept the foregoing offer of Grant by the Scottish Ministers dated 02/09/2020 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that I hold the relevant signing authority.

Signed:

Print Name:

Position in Organisation of Person Signing:

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

Place of Signing:

Signed:

Witness Name:

Address:

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

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT/PROGRAMME

This is the schedule referred to in the forgoing Offer of Grant dated 2 September 2020

1. The Scottish Government has updated the planning assumption that schools in Scotland will return on a phased basis with blended learning from August 11 this year, and we are now preparing for all children to be back in school full time from August onwards, subject to the public health position permitting this.
2. With this approach in mind, we will need all possible teaching resources at our disposal over the next year to compensate for any loss of learning suffered during lockdown, as well as to bring much needed resilience to the education system at this challenging time. Additionally, we cannot be sure what the future path of the virus will be. If circumstances were to deteriorate again, resulting in further lockdowns (whether nationally or regionally), additional capacity in the teaching workforce will be required should we need to switch to a blended model of learning at any stage. Therefore, the Scottish Government intends to provide additional funding of £30 million (c. £20 million in 2020-21 and c. £10 million in 2021-22) to ensure that local authorities are supported to provide sufficient teachers to cover any additionality that may be needed in the 2020-21 school year. We expect this to deliver a further 550 teachers
3. This additional £30 million of support from the Scottish Government will be conditional on the understanding that additional teachers are recruited. This should be in accordance with the workforce planning guidance in the school re-opening guide, and in accordance with normal local authority employment practices. It is anticipated that these additional teachers will provide a range of additional support to help with recovery work such as supporting young people who may have suffered a loss of learning during lockdown, supporting young people who are shielding, supporting small groups of learners who need more intense support and covering classes for teachers who are shielding. They will also be vital in responding to any local flare-ups of the virus, which could necessitate implementation of contingency plans for blended learning for a period.
4. This funding will be ring-fenced for the recruitment of additional teachers. If a local authority cannot use their allocation for this purpose, the ways in which it can be reallocated for other purposes, that have a clear positive impact on the objectives set out in this paper in supporting education recovery, will be considered by the Scottish Government in partnership with local government.
5. Local authorities will be expected to complete their normal recruitment processes with a view to maintaining planned staffing levels, and to provide clear assurance that this has been done. Local authorities should continue to fill existing vacancies from their own budgets in the normal way. This resource must be clearly additional to that which would otherwise have been allocated to teacher recruitment for the 2020-21 school year.

PART 2: PAYMENT OF GRANT

1. The total Grant shall be payable over the financial year 2020/21 and 2021/22
2. 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.
3. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the Programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 3 weeks of receiving a claim and any required documentation and information relevant to the claim.

SCHEDULE 2
GRANT CLAIM FORM

Organisation: Aberdeen City Council

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

Project: RECRUITMENT OF ADDITIONAL TEACHERS FOR THE EDUCATION RECOVERY PHASE – 2020/21

Total agreed grant for:

Latest forecast of expenditure of grant for:

Grant claimed to date: «Amount»

We hereby claim grant in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 02/09/2020 and the Schedules attached thereto.

Completed by:

Position:

Contact Details:

Date:

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

This is the schedule referred to in the forgoing Offer of Grant dated: 2 September 2020

This is to confirm that the grant claimed by Aberdeen City Council in relation to the above Project/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 Aberdeen City Council.

Signed:

Name in block capitals:

Position:

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



4 August 2020

Dear Director

OFFER OF GRANT FOR THE RECRUITMENT OF ADDITIONAL TEACHERS AND SUPPORT STAFF FOR THE EDUCATION RECOVERY PHASE– 2020/21

The Scottish Ministers, in exercise of their powers under the Section 42 (1) of the Standards in Scotland's Schools etc. Act 2000 and in recognition of the duty in section 3A of the Standards in Scotland's Schools etc. Act 2000, hereby offer to give Aberdeen City Council ("the Grantee")

- a grant of **£1,389,603 STERLING** over the course of 2020/21 and 2021/22. With **£926,402** in 2020-21 and **£463,201** in 2021-22 for the recruitment of additional teachers in the 2020-21 school year.
- a grant of **£154,401 STERLING** over the course of 2020/21 and 2021/22. With **£102,934** in 2020-21 and **£51,467** in 2021-22 for the recruitment of additional teachers or education support staff, depending on local need, in the 2020-21 school year.

1. Definitions and Interpretation

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

subparagraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.

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

2. Purposes of the Grant

- 2.1 The Grant is made to enable the Grantee to carry out the Programme.
- 2.2 The Grant shall only be used for the purposes of the Programme and for no other purpose whatsoever.
- 2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation.
- 2.4 The main objectives/expected outcomes of the Grant are:
- The recruitment of additional teachers and support staff that may be needed in the 2020-21 school year to compensate for any loss of learning suffered by pupils during the COVID-19 lockdown, as well as to bring much needed resilience to the education system.
 - Local authorities will be expected to complete their normal recruitment processes with a view to maintaining planned staffing levels prior to COVID-19, and to provide clear assurance that this has been done. Local authorities should continue to fill existing vacancies from their own existing budgets in the normal way. This resource must be clearly additional to that which would otherwise have been allocated to teacher recruitment for the 2020-21 school year.
 - **If a local authority cannot use their allocation for this purpose, the way in which it may be reallocated for other purposes, that have a clear positive impact on the objectives set out in part 1 of schedule 1 in supporting education recovery, must be agreed with the Scottish Government as the body responsible for ensuring the aims of this funding are met.**
- 2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are:
- The number of additional teachers/support staff recruited.
 - If the funding is used for other purposes (bullet 2 of para 2.4 above) alternative targets and milestones will be agreed as part of this process.
- 2.6 The eligible costs for which the Grant can be claimed are as detailed in **SCHEDULE 1**.

3. Payment of Grant

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

- 3.2 The Grantee shall by 28 August submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **SCHEDULE 3**. The statement shall be signed by the Grantee's Director of Finance.
- 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 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.

4. Inspection and Information

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Programme in the form of an initial report detailing baseline teacher staffing levels, planned additional/actual teachers and support staff, aggregate totals of additional teachers and support staff recruited by school sector and planned expenditure on additional staff by 28 August. Subsequently, monthly reporting on numbers of additional teachers and support will be required in September, October and November. A report at the end of the financial year should be submitted by end - March 2021 that details: the total number of additional teachers and support staff recruited and the expenditure on these staff.
- 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. The information required and submission date of this report will be as agreed by Scottish Ministers and confirmed with the Grantee in writing.
- 4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Programme is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.
- 4.5 The Grantee shall keep and maintain for a period of 5 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

- 4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Programme or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Programme and the use of the Grant.
- 4.7 The grantee shall immediately inform the Scottish Ministers of any change in its constitution for example, but not limited to, a change in status from one type of body corporate to another.

5. Confidentiality and Data Protection

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Programme.
- 5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement. 6
- 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.

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 obligations under EU law Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time by the Commission of the European Union.
- 8.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:
- 8.4 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.
- 8.5 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.

- 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 9.1 to 9.3 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 not less than 3 months' notice in writing from the date of the notice being sent.

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

- 12.1 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.
- 12.2 Condition 6 shall continue to apply until the end of the period referred to in that Condition.

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 2 copies of the Grant Acceptance and return one copy to Angel Felvus at angela.felvus@gov.scot. You should retain the second copy for your own records.

Yours Sincerely



Stuart Robb
Scottish Government

GRANT ACCEPTANCE

On behalf of Aberdeen City Council I accept the foregoing offer of Grant by the Scottish Ministers dated 03/08/2020 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Aberdeen City Council is solvent. I confirm that I hold the relevant signing authority.

Signed:

Print Name:

Position in Organisation of Person Signing:

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

Place of Signing:

Signed:

Witness Name:

Address:

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

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT/PROGRAMME

This is the schedule referred to in the forgoing Offer of Grant dated 4 August 2020

1. The Scottish Government has updated the planning assumption that schools in Scotland will return on a phased basis with blended learning from August 11 this year, and we are now preparing for all children to be back in school full time from August onwards, subject to the public health position permitting this.
2. With this approach in mind, we will need all possible teaching resources at our disposal over the next year to compensate for any loss of learning suffered during lockdown, as well as to bring much needed resilience to the education system at this challenging time. Additionally, we cannot be sure what the future path of the virus will be. If circumstances were to deteriorate again, resulting in further lockdowns (whether nationally or regionally), additional capacity in the teaching workforce will be required should we need to switch to a blended model of learning at any stage. Therefore, the Scottish Government intends to provide additional funding of £50 million (c. £33 million in 2020-21 and c. £17 million in 2021-22) to ensure that local authorities are supported to provide sufficient teachers and support staff to cover any additionality that may be needed in the 2020-21 school year. We expect this to deliver around 850 teachers and 200 support staff.
3. £45 million of this additional support from the Scottish Government will be conditional on the understanding that additional teachers are recruited. This should be in accordance with the workforce planning guidance in the school re-opening guide, and in accordance with normal local authority employment practices. It is anticipated that these additional teachers will provide a range of additional support to help with recovery work such as supporting young people who may have suffered a loss of learning during lockdown, supporting young people who are shielding, supporting small groups of learners who need more intense support and covering classes for teachers who are shielding. They will also be vital in responding to any local flare-ups of the virus, which could necessitate implementation of contingency plans for blended learning for a period.
4. This funding will be ring-fenced for the recruitment of additional teachers. If a local authority cannot use their allocation for this purpose, the ways in which it can be reallocated for other purposes, that have a clear positive impact on the objectives set out in this paper in supporting education recovery, will be considered by the Scottish Government in partnership with local government.
5. A further £5m (£3 million in 2020-21 and £2 million in 2021-22) will be made available to local authorities to invest flexibly in either teachers or education support staff, depending on local need, to support the objectives set out above during the 20/21 academic year.
6. Local authorities will be expected to complete their normal recruitment processes with a view to maintaining planned staffing levels, and to provide clear assurance that this has been done. Local authorities should continue to fill existing vacancies from their own budgets in the normal way. This resource must be clearly additional to that which would otherwise have been allocated to teacher recruitment for the 2020-21 school year.

PART 2: PAYMENT OF GRANT

1. The total Grant shall be payable over the financial year 2020/21 and 2021/22
2. 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.
3. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the Programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 3 weeks of receiving a claim and any required documentation and information relevant to the claim.

SCHEDULE 2
GRANT CLAIM FORM

Organisation: Aberdeen City Council

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

Project: RECRUITMENT OF ADDITIONAL TEACHERS FOR THE EDUCATION RECOVERY PHASE – 2020/21

Total agreed grant for:

Latest forecast of expenditure of grant for:

Grant claimed to date: «Amount»

We hereby claim xxxx grant in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 04/08/2020 and the Schedules attached thereto.

Completed by:

Position:

Contact Details:

Date:

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

This is the schedule referred to in the forgoing Offer of Grant dated: 4 August 2020

This is to confirm that the grant claimed by Aberdeen City Council in relation to the above Project/Programme during the financial year ended 31 March 2022 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 Aberdeen City Council.

Signed:

Name in block capitals:

Position:

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