

F/T: **[Redacted s.38(1)(b)]**

[Redacted s.38(1)(b)]

11 August 2020

OFFER OF GRANT FOR ADES EXECUTIVE OFFICER

The Scottish Ministers in exercise of their powers under Section 42 of the Standards in Scotland's Schools etc. Act 2000 hereby offer to give to the Association of Directors of Education in Scotland ("the Grantee") a grant of up to **FIFTY THOUSAND POUNDS (£50,000) STERLING**, payable over the financial year 2020-21 in connection with the employment of a part time ADES Executive officer for one year, 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 Project/Programme.
- 2.2 The Grant shall only be used for the purposes of the Project/Programme and for no other purpose whatsoever.
- 2.3 No part of the Grant shall 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 objective of the Grant is to support effective co-working between ADES and the Scottish Government through the employment of an ADES Executive Officer, as set out in **SCHEDULE 1** of this offer.
- 2.5 The key deliverables for this Grant are set out in **SCHEDULE 5** and are copied below. These shall be monitored and progress will be discussed, reviewed and updated as necessary, in line with the Grant Payment Schedule.

Key Deliverables for ADES Executive Officer, 2020-21

To support effective partnership working between the Scottish Government and ADES in the pursuit of quality improvement, excellence, equity and empowerment in Scottish education, including:

- Supporting regular strategic engagement between the ADES Executive, the ADES Professional Development Officer and the SG Learning, Early Years and Children & Families leadership team.
- Support a range of priority ADES activity throughout the Coronavirus Education Recovery phase.
- Build and maintain working relationships and networks with Scottish Government staff, providing advice and practical support on Learning Directorate policies to drive improvement for children and young people, including the Scottish Attainment Challenge, the National Improvement Framework, Curriculum for Excellence, developing the teaching workforce, system empowerment and reform. This includes supporting policy development and liaising with local authorities, Education Scotland, the Scottish Qualifications Authority and other parent organisations.
- Providing advice in relation to Local Authority revenue budget arrangements and their potential impact on the delivery of national education policy and manifesto commitments. In so doing, liaison with ADES resources and personnel networks and with Learning Directorate Deputy Directors.
- Working with officials in Children and Families Directorate and the Early Learning & Childcare Directorate, to provide advice and support on implementation of the early years, children and families policy programme, including liaison with ADES Early Years, Additional Support Needs, and Children's Services networks.
- Provision of advice and support on new learning policy commitments or issues that may emerge during the current year, including in respect of languages, health and wellbeing interests and additional support needs issues. This includes supporting SG officials in their discussions with local authorities in relation to the provision of Gaelic medium education in local authorities and the implementation of the recent guidance on Gaelic education.

- 2.6 The eligible costs for which the Grant can be claimed are:
- Staffing (including superannuation and National Insurance contribution) for the Executive Officer;
 - Travel and subsistence for the Executive Officer.

- 2.7 The eligible costs exclude:
- Any Value Added Tax (VAT) reclaimable by the Grantee;
 - Accommodation and equipment costs.

3. Payment of Grant

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **SCHEDULE 1** attached.
- 3.2 The Grantee shall within two months following the end of the financial year in respect of which the Grant has been paid, submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **SCHEDULE 3**. The statement shall be signed by the Grantee's accountable officer.
- 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/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 5**, 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/Programme in the form of 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/Programme is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.
- 4.5 The Grantee shall keep and maintain for a period of 6 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
- 4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project/Programme or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant.
- 4.7 The grantee shall immediately inform the Scottish Ministers of any change in its constitution for example, but not limited to, a change in status from one type of body corporate to another.

5. Confidentiality and Data Protection

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project/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 Act 1998 are fulfilled in relation to the Project/Programme.

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

6. Disposal of Assets

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

7. Publicity

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project/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.

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/Programme;
 - 9.1.4 In the Scottish Ministers' opinion, the progress on the Project/Programme is not satisfactory; or
 - 9.1.5 In the Scottish Ministers' opinion, the future of the Project/Programme is in jeopardy.

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

10. Assignment

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

11. Termination

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

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

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

15. Governing Law

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

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one copy of the offer of Grant and Schedules by e-mail to **[Redacted s.38(1)(b)]**. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely



Andrew Drought
Deputy Director of Learning

GRANT ACCEPTANCE

On behalf of the Association of Directors of Education in Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated on 11 August 2020 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:

Place of Signing:

Signed:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT/PROGRAMME

The main objective of the project/programme is to support improved effectiveness and co-working between ADES and the Scottish Government through the employment of an ADES Executive Officer.

The arrangement supports the Scottish Government and ADES to deliver shared priorities and to more generally increase the effectiveness of ADES in contributing to common aims and objectives through partnership with the Scottish Government.

The key deliverables of the project are set out in **SCHEDULE 5** and progress towards these will be discussed, reviewed and updated as necessary quarterly.

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £50,000 shall be payable by the Scottish Ministers to the Grantee 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 in two instalments over the financial year 2020-21, as outlined in the table below. 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.

Payment Schedule			
Payment Nos.	Date¹	Payment Amount	Running Total
1	31 October 2020	£25,000	£25,000
2	31 March 2021	£25,000	£50,000

1. Date for which Grantee should claim this payment

3. The Grantee shall provide a monthly profile of expenditure of the Grant during the financial year 2020-21. 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 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.
5. 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 in connection with the Project/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 of receiving a claim and any required documentation and information relevant to the claim.

6. 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 5 April the amount of the Grant actually expended up to and including 31 March.

SCHEDULE 2
GRANT CLAIM FORM

Organisation:

Bank details:

Project: ADES Executive Officer

Total agreed grant for FY 2018-19: £50,000

Latest forecast of expenditure of grant for 2020-2021:

Grant claimed:

1. For the period from 01 April 2020 to 31 October 2020;
2. For the period 01 November 2020 to 31 March 2021.

We hereby claim grant of £_____ in respect of the above period in accordance with the terms and conditions of the offer of Grant dated August 2020 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 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

ADES EXECUTIVE OFFICER 2020-21

This is to confirm that the grant claimed by the Association of Directors of Education in Scotland in relation to the above Project 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 ADES.

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

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

“Conditions” means these grant conditions;

“Default” means:

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

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

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

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

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

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

“Project/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 5

ADES EXECUTIVE OFFICER 2019-20

The role of ADES Executive Officer was established in September 2010 following an open recruitment process undertaken by the ADES Executive Committee.

The terms of the appointment were that it would be an arrangement to support the Scottish Government and ADES to deliver shared priorities and to more generally increase the effectiveness of ADES in contributing to common aims and objectives through partnership with the Scottish Government.

Funding was originally through a budget held with COSLA that was designed for joint projects with ADES and COSLA. However, this arrangement and the budget came to an end in September 2011.

Details of role

- Role: ADES Executive Officer
- Office: Home working with regular meetings in Edinburgh and Glasgow
- From: April 2020 to March 2021 part-time
- Position reports to ADES Executive Group and ADES President; within Scottish Government, reports to Deputy Director, Learning Directorate.

Key Deliverables

To support effective partnership working between the Scottish Government and ADES in the pursuit of quality improvement, excellence, equity and empowerment in Scottish education, including:

- Supporting regular strategic engagement between the ADES Executive and the SG Learning, Early Years and Children & Families leadership team.
- Support a range of priority ADES activity throughout the Coronavirus Education Recovery phase.
- Build and maintain working relationships and networks with Scottish Government staff, providing advice and practical support on Learning Directorate policies to drive improvement for children and young people, including the Scottish Attainment Challenge, the National Improvement Framework, Curriculum for Excellence, developing the teaching workforce, system empowerment and reform. This includes supporting policy development and liaising with local authorities, Education Scotland, the Scottish Qualifications Authority and other parent organisations.
- Providing advice in relation to Local Authority revenue budget arrangements and their potential impact on the delivery of national education policy and manifesto commitments. In so doing, liaison with ADES resources and personnel networks and with Learning Directorate Deputy Directors.
- Working with officials in Children and Families Directorate and the Early Learning & Childcare Directorate, to provide advice and support on implementation of the early years, children and families policy programme, including liaison with ADES Early Years, Additional Support Needs, and Children's Services networks.

- Provision of advice and support on new learning policy commitments or issues that may emerge during the current year, including in respect of languages, health and wellbeing interests and additional support needs issues. This includes supporting SG officials in their discussions with local authorities in relation to the provision of Gaelic medium education in local authorities and the implementation of the recent guidance on Gaelic education.

F/T[Redacted s.38(1)(b)]

[Redacted s.38(1)(b)]

8th January 2020

OFFER OF GRANT FOR ADES PROFESSIONAL DEVELOPMENT OFFICER

The Scottish Ministers in exercise of their powers under Section 42 of the Standards in Scotland's Schools etc. Act 2000 hereby offer to give to the Association of Directors of Education in Scotland ("the Grantee") a grant of up to **FORTY TWO THOUSAND POUNDS (£42,000) STERLING**, payable over the financial year/s 2019/20 and 2020/21 in connection with the employment of a part time ADES Professional Development Officer for the period November 2019 – October 2020, 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 Project/Programme.
- 2.2 The Grant shall only be used for the purposes of the Project/Programme and for no other purpose whatsoever.
- 2.3 No part of the Grant shall 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 objective of the Grant is to support effective co-working between ADES and the Scottish Government through the employment of an ADES Professional Development Officer, as set out in **SCHEDULE 1** of this offer.
- 2.5 The key deliverables for this Grant are set out in **SCHEDULE 5** and are copied below. These shall be monitored and progress will be discussed, reviewed and updated as necessary, in line with the Grant Payment Schedule.

Key Deliverables for ADES Professional Development Officer, 2019-20

To support effective partnership working between the Scottish Government, Education Scotland, Regional Improvement Collaboratives and ADES in strengthening professional development for educational improvement in Scottish education, including:

- To develop and deliver a range of professional development opportunities for ADES members and others as appropriate.
 - As Director of the Staff College Scotland, to liaise with the General Secretary and Treasurer and report on the finances to the ADES AGM.
 - To provide professional support to the Regional Improvement Collaboratives.
 - To report on the activities of the SCS to the ADES Executive Committee.
 - To liaise with The Staff College (in England) on the organisation and delivery of a range of programmes and events.
 - To work with Education Scotland to develop professional development programmes for ADES members and others, building on recent work on Leading Systems Change.
 - To develop further the programme of ADES Peer Support for education Authorities, piloted early in 2019 in partnership with Education Scotland.
 - To liaise with the Scottish Government and other partners in taking forward the above, including in identifying potential duplication of activity and opportunities for further strengthening partnership working on professional development.
- 2.6 The eligible costs for which the Grant can be claimed are:
 - Staffing (including superannuation and National Insurance contribution) for the Professional Development Officer;
 - Travel and subsistence for the Professional Development Officer.
 - 2.7 The eligible costs exclude:
 - Any Value Added Tax (VAT) reclaimable by the Grantee;

- Accommodation and equipment costs.

3. Payment of Grant

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **SCHEDULE 1** attached.
- 3.2 The Grantee shall within two months following the end of the financial year in respect of which the Grant has been paid, submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **SCHEDULE 3**. The statement shall be signed by the Grantee's accountable officer.
- 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/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 5**, 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/Programme in the form of 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/Programme is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.
- 4.5 The Grantee shall keep and maintain for a period of 6 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her

representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

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

5. Confidentiality and Data Protection

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project/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 Act 1998 are fulfilled in relation to the Project/Programme.
- 5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

6. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds during the lifetime of the asset. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of

the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale.

7. Publicity

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project/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.

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/Programme;
 - 9.1.4 In the Scottish Ministers' opinion, the progress on the Project/Programme is not satisfactory; or
 - 9.1.5 In the Scottish Ministers' opinion, the future of the Project/Programme is in jeopardy.
- 9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations under EU law Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time by the Commission of the European Union.
- 9.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:
- 9.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court

to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

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

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

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

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

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

10. Assignment

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

11. Termination

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

12. Corrupt Gifts and Payments of Commission

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

13. Continuation of Conditions

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

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

14. Compliance with the Law

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

15. Governing Law

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

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

Yours sincerely



Andrew Drought
Deputy Director of Learning

GRANT ACCEPTANCE

On behalf of the Association of Directors of Education in Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated on 8th January 2020 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:

Place of Signing:

Signed:

Witness Name:

Address:

Date:

Place of Signing:

SCHEDULE 1

PART 1: THE PROJECT/PROGRAMME

The main objective of the project/programme is to support improved effectiveness and co-working between ADES and the Scottish Government through the employment of an ADES Professional Development Officer.

The arrangement supports the Scottish Government and ADES to deliver shared priorities and to more generally increase the effectiveness of ADES in contributing to common aims and objectives through partnership with the Scottish Government.

The key deliverables of the project are set out in **SCHEDULE 5** and progress towards these will be discussed, reviewed and updated as necessary quarterly.

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £42,000 shall be payable by the Scottish Ministers to the Grantee 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 in four 2 instalments, as outlined in the table below. 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.

Payment Nos.	Date ¹
1	31 March 2020
2	31 October 2020

1. Date for which Grantee should claim this payment

3. The Grantee shall provide a monthly profile of expenditure of the Grant during the financial year/s 2019/20 and 2020/21. 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 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.
5. 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 in connection with the Project/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 of receiving a claim and any required documentation and information relevant to the claim.

6. 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 5 April the amount of the Grant actually expended up to and including 31 March.

SCHEDULE 2
GRANT CLAIM FORM

Organisation:

Bank details:

Project: ADES Professional Development Officer

Total agreed grant for November 2019 to October 2020: £42,000

Latest forecast of expenditure of grant for 2019-2020:

Grant claimed:

1. For the period from 01 November 2019 to 31 March 2020;
2. For the period 01 April 2020 to 31 October 2020.

We hereby claim grant of £_____ in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 31 March 2020 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 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

ADES PROFESSIONAL DEVELOPMENT OFFICER 2019-20

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

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

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

“Conditions” means these grant conditions;

“Default” means:

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

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

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

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

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

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

“Project/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 5

ADES EXECUTIVE OFFICER 2019-20

The role of ADES Professional Development Officer was established in November 2019 following a recruitment process undertaken by the ADES Executive Committee.

The terms of the appointment are that it provides an arrangement to support ADES, the Scottish Government, Education Scotland and RIC partners to collaborate more closely on shared priorities and approaches to professional development, to increase the effectiveness and coherence of the professional development offer to Scottish Education.

It was agreed in October 2019 with the Scottish Government and with each Regional Improvement Lead that each RIC would set aside £7,000 of Scottish Government Grant Funding to support this post. This Grant Offer provides the mechanism for ADES to draw down that agreed funding from the Scottish Government.

Details of role

- Role: ADES Professional Development Officer
- Office: Home working with regular meetings elsewhere as required
- From: November 2019 to October 2020 part-time
- Position reports to ADES Executive Group and ADES President; within Scottish Government, reports to Deputy Director, Learning Directorate.

Key Deliverables

To support effective partnership working between the Scottish Government, Education Scotland, Regional Improvement Collaboratives and ADES in strengthening professional development for educational improvement in Scottish education, including:

- To develop and deliver a range of professional development opportunities for ADES members and others as appropriate.
- As Director of the Staff College Scotland, to liaise with the General Secretary and Treasurer and report on the finances to the ADES AGM.
- To provide professional support to the Regional Improvement Collaboratives.
- To report on the activities of the SCS to the ADES Executive Committee.
- To liaise with The Staff College (in England) on the organisation and delivery of a range of programmes and events.
- To work with Education Scotland to develop professional development programmes for ADES members and others, building on recent work on Leading Systems Change.
- To develop further the programme of ADES Peer Support for education Authorities, piloted early in 2019 in partnership with Education Scotland.
- To liaise with the Scottish Government and other partners in taking forward the above, including in identifying potential duplication of activity and opportunities for further strengthening partnership working on professional development.

ADES Claims

Name: [Redacted s.38(1)(b)]

Company Name: [Redacted s.38(1)(b)]

Address: [Redacted s.38(1)(b)]

Bank Name: [Redacted s.38(1)(b)]

Acc No: [Redacted s.38(1)(b)]

Sort Code: [Redacted s.38(1)(b)]

Month: April 2020 Part 1

Date	Description	Amount
01.04.2020	SG Conference Call/ADES Briefing/General correspondence	£350.00
02.04.2020	ADES Leadership Meetings/phone calls/general correspondence etc	£350.00
03.04.2020	SG Conference Call/ADES Briefing/General correspondence	£350.00
06.04.2020	SG Conference Call/ADES Briefing/General correspondence	£350.00
07.04.2020	Various ADES meetings e.g. CAQ/PIN Chair/SG etc	£350.00
08.04.2020	SG Conference Call/ADES Briefing/SDS Meeting etc	£350
13.04.2020	ADES Executive Meeting/Background preps/phone calls	£175
14.04.2020	SG Conference Call/ADES Briefing/OECD preps and call	£350
15.04.2020	Working on various ADES papers e.g 'Term 4' paper	£175
16.04.2020	As above	£175
17.04.2020	SG Conference Call/ADES Briefing/General correspondence	£175
20.04.2020	SG Conference Call/ADES Briefing/General correspondence	£175
21.04.2020	SG Calls/SPMG Meeting/general preparatory work	£175
22.04.2020	SG Conference Call/ADES Briefing/SG calls/ADES Meeting	£ 350.00
23.04.2020	SG Conference Call/ADES Briefing/SG calls/ADES Meeting	£350.00
	Total	£4,200.00

ADES Claims

Name: [Redacted s.38(1)(b)]

Company

Name: [Redacted s.38(1)(b)]

Address: [Redacted s.38(1)(b)]

Bank Name: [Redacted s.38(1)(b)]

Acc No: [Redacted s.38(1)(b)]

Sort Code: [Redacted s.38(1)(b)]

Month: April 2020 Part 2

Date	Description	Amount
24.04.2020	SG Conference Call/ADES Briefing/SG communication, phone calls etc	£350.00
27.04.2020	ADES Leadership Meetings/phone calls/general correspondence etc	£350.00
28.04.2020	Linking with ES, SG; general correspondence	£175.00
29.04.2020	SG Conference Call/ADES Briefing/SG communication, phone calls etc	£350.00
30.04.2020	ADES meeting; ES phone calls; e-mail/correspondence £175	£175.00
	Total	£1,400.00

ADES Claims

Name: [Redacted s.38(1)(b)]

Company Name: [Redacted s.38(1)(b)]

Address: [Redacted s.38(1)(b)]

Bank Name: [Redacted s.38(1)(b)]

Acc No: [Redacted s.38(1)(b)]

Sort Code: [Redacted s.38(1)(b)]

Month: May-20

	Description	Amount
01.05.2020	ADES Directors' Forum/Zoom Meeting	£350.00
04.05.2020	CERG Workstream1; Creativity Group; RAISE meeting	£350.00
05.05.2020	Joan Mackay; OECD preps; general admin	£175.00
06.05.2020	SG Conference Call/ADES Update; ES senior management	£350.00
07.05.2020	Prepare for ADES Executive; ADES Executive; [Redacted s.38(1)(b)]	£175.00
8.05.2020	Various; Glow work; work with M Allan for W/stream 1	£175
11.05.2020	[Redacted s.38(1)(b)]; Workstream 1; SPMG; SG Group	£350
12.05.2020	General; ADES Executive (including preps and actions)	£350
13.05.2020	OECD Review; SG Conference Call; ADES Update	£175
14.05.2020	OECD Curriculum Review work; various; e-mails etc	£175
15.05.2020	General; COSLA; UASC Group; Resources Network	£350
18.05.2020	Workstream 1 preps, meeting etc	£175
19.05.2020	Various phone calls (am); NIF Group (ADES)	£175
20.05.2020	OECD preps and meeting; ADES Zoom; SG Conference Call	£350
21.05.2020	Directors' Mini Forum; General/OECD review preps	£175
22.05.2020	Glow; teacher education; Into Headship; Recovery Group	£350
	Total	£4,200.00

ADES Claims

Name: [Redacted s.38(1)(b)]

Company Name: [Redacted s.38(1)(b)]

Address: [Redacted s.38(1)(b)]

Bank Name: [Redacted s.38(1)(b)]

Acc No: [Redacted s.38(1)(b)]

Sort Code: [Redacted s.38(1)(b)]

Month: May-20

	Description	Amount
25.05.2020	ADES various; OECD preps; ADES leadership	£350.00
26.05.2020	CERG Workstream 1; Glow; SG calls	£350.00
27.05.2020	ADES Meeting; OECD work; SG contacts (phone calls)	£350.00
28.05.2020	Various contacts with SG and ES	£175.00
29.05.2020	ADES/ES Leadership; Glow; various	£175.00
	Total	£1,400.00

ADES Claims

Name: [Redacted s.38(1)(b)]

Company Name: [Redacted s.38(1)(b)]

Address: [Redacted s.38(1)(b)]

Bank Name: [Redacted s.38(1)(b)]

Acc No: [Redacted s.38(1)(b)]

Sort Code: [Redacted s.38(1)(b)]

Month: Jun-20

	Description	Amount
24.06.2020	OECD work/ [Redacted s.38(1)(b)]/SG Conference Call/ADES Update/SPMG	£350.00
25.05.2020	Directors' Forum/OECD writing/CEO Provisions	£350.00
26.06.2020	OECD/SDS/Executive preparations/ADES Executive	£175.00
29.06.2020	[Redacted s.38(1)(b)]/Finalising OECD work	£175.00
30.06.2020	FACT Meeting/OECD revisions	£175.00
	Total	£1,225.00

ADES Claims

Name: [Redacted s.38(1)(b)]

Company Name: [Redacted s.38(1)(b)]

Address: [Redacted s.38(1)(b)]

Bank Name: [Redacted s.38(1)(b)]

Acc No: [Redacted s.38(1)(b)]

Sort Code: [Redacted s.38(1)(b)]

Month: Jul-20

	Description	Amount
01.07.2020	UNCRC/OECD/NQ Results Day	£175.00
02.07.2020	Directors' Meeting/ES/GLOW	£175.00
03.07.2020	OECD Evidence Base (full day)	£350.00
07.07.2020	UNCRC general	£175.00
08.07.2020	OECD/CEO background	£175.00
09.07.2020	OECD/ES	£175
10.07.2020	General/phone calls	£175
13.07.2020	General and phone calls/email	£175
14.07.2020	COSLA/ES	£175
15.07.2020	[Redacted s.38(1)(b)]/SG phone calls/GLOW	£175
16.07.2020	Directors' Meeting	£175
17.07.2020	COSLA/UNCRC/emails	£175
20.07.2020	UNCRC/general/emails	£175
22.07.2020	SG Conference Call/ADES Update	£175
23.07.2020	Directors' Meeting/admin/email	£175
24.07.2020	UASC Working Group/UNCRC	£175
27.07.2020	ADES General/work on Executive Report	£175
	Total	£3,150.00

ADES Claims

Name: [Redacted s.38(1)(b)]

Company Name: [Redacted s.38(1)(b)]

Address: [Redacted s.38(1)(b)]

Bank Name: [Redacted s.38(1)(b)]

Acc No: [Redacted s.38(1)(b)]

Sort Code: [Redacted s.38(1)(b)]

Month: Aug-20

	Description	Amount
05.08.2020	SDS/OECD/General	£175.00
06.08.2020	Directors' Drop In/UNCRC	£350.00
10.08.2020	Network Chairs/COSLA/general	£175.00
11.08.2020	General/preparations/ES	£350.00
12.08.2020	Directors' Update/OECD/Graeme Logan	£350.00
13.08.2020	Conference/general/COSLA	£175
17.08.2020	ADES Update/various phone calls and correspondence	£175
18.08.2020	ES/CEO work/[Redacted s.38(1)(b)] etc	£175
19/08.2020	SG Conference Call/OECD/general	£175
20.08.2020	ADES Directors/OECD etc	£175
21.08.2020	SG/email/preps	£175
24/08/2020	Collaborative Improvement/UNCRC/Creative Learning	£350
25/08/2020	ES/CAB related reading/writing	£350
26/08/2020	CAB work/OECD/general	£175
27/08/2020	Directors/NTO Meeting/general catch up	£350
28/08/2020	ADES new members/FACT/SDS/CAQ/Resources Network	£350
31/08/2020	General/preparations/ES/Collaborative Improvement	£350
	Total	£4,375.00

ADES Claims

Name: [Redacted s.38(1)(b)]

Company Name: [Redacted s.38(1)(b)]

Address: [Redacted s.38(1)(b)]

Bank Name: [Redacted s.38(1)(b)]

Acc No: [Redacted s.38(1)(b)]

Sort Code: [Redacted s.38(1)(b)]

Month: Sep-20

	Description	Amount
01.09.2020	General/ES/COSLA	£175.00
02.09.2020	SG Conference Call/Learning Together/COSLA	£175.00
03. 09.2020	Directors/PIN preparations/general	£175.00
04. 09.2020	General/PIN/Executive	£175.00
07.09.2020	ADES general/email/ES	£175.00
08. 09.2020	CAB preps/CERG-related/ES	£175
09.09.2020	What Next/CAB/CERG-related	£350
10. 09.2020	Directors' Forum/ASN	£175
11.09.2020	OECD/Phone calls/Resources Network Forum	£350
14.09.2020	UASC meeting and preps/RAISE/general	£175
15.09.2020	General: phone calls/email/ES (various)	£350
16.09.2020	User Research meeting/[Redacted s.38(1)(b)]/OECD	£175
17.09.2020	Directors' Drop In/SG/various	£175
18. 09.2020	ES/general/emails etc	£175
22.09.2020	SPMG: [preps and meeting; ADES catch up	£175
23.09.2020	SG Conference Call/OECD calls	£175
24.09.2020	ADES Directors/SG/ES liaison	£175.00
25.09.2020	Collaborative Improvement/COSLA	£175
28.09.2020	General/SG/COSLA/Gender Bias	£175
29.09.2020	Directors/COSLA/Phone calls	£350.00
30.09.2020	ES/Collaborative Improvement/OECD related	£350.00

£4,550

Staff College Claims

Name: [Redacted s.38(1)(b)]

Company Name: [Redacted s.38(1)(b)]

Address: [Redacted s.38(1)(b)]

Bank Name: [Redacted s.38(1)(b)]

Acc No: [Redacted s.38(1)(b)]

Sort Code: [Redacted s.38(1)(b)]

Month: Apr-20

Date	Description	Amount
01/04/2020	Conference calls, Website, Strategic Comms development	£350.00
02/04/2020	Conference calls, Website, Strategic Comms development	£175.00
03-Apr	Conference calls, Website, Strategic Comms development	£350
06/04/2020	Conference calls, Website, Strategic Comms development	£175
07/04/2020	Conference calls, Website, Strategic Comms development	£350
08/04//2020	Conference calls, Website, Strategic Comms development	£175
09/04/2020	Conference calls, Website, Strategic Comms development	£175
10/04/2020	Conference calls, Website, Strategic Comms development	£175
13/04/2020	Conference calls, Website, Strategic Comms development	£350
14/04/2020	Conference calls, Website, Strategic Comms development	£175
15/04/2020	Conference calls, Website, Strategic Comms development	£350
16/04/2020	Conference calls, Website, Strategic Comms development	£350
17/04/2020	Conference calls, Website, Strategic Comms development	£350
20/04/2020	Conference calls, Website, Strategic Comms development	£175
21/04/2020	Conference calls, Website, Strategic Comms development	£175
22/04/2020	Conference calls, Website, Strategic Comms development	£175
23/04/2020	Conference calls, Website, Strategic Comms development	£350
24/04/2020	Conference calls, Website, Strategic Comms development	£350
27/04/2020	Conference calls, Website, Strategic Comms development	£175
28/04/2020	Conference calls, Website, Strategic Comms development	£350
29/04/2020	Conference calls, Website, Strategic Comms development	£175

30/04/2020

Conference calls, Website, Strategic Comms development

£175

Total

£5,600.00

ADES Claim

Name: [Redacted s.38(1)(b)]

Company Name: [Redacted s.38(1)(b)]

Address: [Redacted s.38(1)(b)]

Bank Name: [Redacted s.38(1)(b)]

Acc No: [Redacted s.38(1)(b)]

Sort Code: [Redacted s.38(1)(b)]

Month: May-20

Date	Description	Amount
01/05/2020	Directors' Forum, Themed Meetings and follow up actions	£350.00
04/05/2020	Conference calls, Website, Strategic Comms development	£175.00
05-May	Conference calls, Website, Strategic Comms development	£350
06/05/2020	Post SG Call and Prep Exec Meeting	£175
07/05/2020	ADES Executive, RIC Leads Meeting and follow up actions	£350
08/05//2020	Conference calls, Website, Strategic Comms development	£175
11/05/2020	Conference calls, Website, Strategic Comms development	£175
12/05/2020	Conference calls, ADES Executive Extended Meeting	£175
13/05/2020	CAQ Follow up and Post SG Call	£175
14/05/2020	Conference calls, Website, Strategic Comms development	£175
15/05/2020	Conference calls, Website, Strategic Comms development	£350
18/05/2020	Conference calls, Website, Strategic Comms development	£350
19/05/2020	Website, Strategic Comms development. Prep for Forum	£350
20/05/2020	Post SG Call and Follow up actions	£175
21/05/2020	Directors Forum and follow up calls and all actions	£350
22/05/2020	ADES Officers Meeting, Conference calls, Website,	£175
25/05/2020	Officers Planning Meeting on Director Engagement	£350
26/05/2020	Strategic Comms, Summer School Planning	£350
27/05/2020	ADES Executive Officers Meeting and follow up	£175
28/05/2020	Conference calls, Website, Strategic Comms development	£350
29/05/2020	Personnel Network, follow up actions	£175

30/05/2020

Preparation and organisation of Drop in Sessions

£175

Total

£5,600.00

ADES Claim

Name: [Redacted s.38(1)(b)]

Company Name: [Redacted s.38(1)(b)]

Address: [Redacted s.38(1)(b)]

Bank Name: [Redacted s.38(1)(b)]

Acc No: [Redacted s.38(1)(b)]

Sort Code: [Redacted s.38(1)(b)]

Month: Jun-20

Date	Description	Amount
01/06/2020	Directors' Drop in, OECD Review call and follow up actions including Website	£350.00
02/06/2020	Directors' Drop in, SDS call and follow up actions	£350.00
03-Jun	Directors' Drop in, Post SG call and follow up actions	£350
04/06/2020	Mini Forum, Officer catch up and actions	£350
08/06/2020	Summer School catch up. OECD call and follow up actions	£350
09/06//2020	SDS call, Website, Strategic Comms development	£175
10/06/2020	Officer Call, ADES Core Executive, Strategic Comms development	£175
11/06/2020	Summer School Prep, OECD material gathering	£350
12/06/2020	Director Drop in, ADES Personnel Network	£350
16/06/2020	RIC Leads meeting, Updating Website	£175
17/06/2020	Finance with SOLACE and SOLAR, Post SG call and follow up	£350
18/06/2020	Mini forum, SDS and Exec Call	£350
19/06/2020	RIC Subgroup, Edu and Skills, Employability Meeting	£350
20/06/2020	Multiple comms and work re ADES position statement	£350
22/06/2020	Director call and Website updating	£175
23/06/2020	OECD call , Post DFM speech meeting	£175
24/06/2020	Finance with SOLACE and SOLAR, Post SG call follow up	£350
25/06/2020	Mini forum and follow up actions	£175
26/06/2020	Forces children, SDS, Personnel, ADES Exec	£350
29/06/2020	RIC Officers, OECD material gathering	£175

30/06/2020

Systems Leadership call and Website

£175

Total

£5,950.00

ADES Claim

Name: [Redact s.38(1)(b)]

Company Name: [Redact s.38(1)(b)]

Address: [Redact s.38(1)(b)]

Bank Name: [Redact s.38(1)(b)]

Acc No: [Redact s.38(1)(b)]

Sort Code: [Redact s.38(1)(b)]

Month: Jul-20

Date	Description	Amount
01/07/2020	Summer School Planning Meeting, Post SG call and follow up.	£350.00
02/07/2020	Directors' Drop in, EYC and ASN Networks	£350.00
08/07/2020	Website and strategic comms updates	£175
09/07/2020	Directors Drop in, SDS catch up and follow up actions	£350
14/07/2020	Website, Strategic Comms development, OECD prep	£350
16/07/2020	Directors' Drop in, SDS catch up and follow up	£350
22/07/2020	Summer School rehearsal, RICs catch up, Officer catch up	£350
23/07/2020	Directors' Drop in, Website and strategic comms	£350
29/07/2020	Final preparations for Summer School	£175
30/07/2020	ADES Summer School	£350
31/07/2020	ADES Summer School	£350
03/08/2020	ADES Executive meeting and follow up actions, Website	£350
04/08/2020	Personnel Network, prep for New Members event and packs	£350
05/08/2020	ADES SDS Catch up. Prep for Annual Conference Group	£175
06/08/2020	Directors Drop in, ASN Network	£350
	Total	£4,725.00

Staff College Claim

Name: [Redacted s.38(1)(b)]

Company Name: [Redacted s.38(1)(b)]

Address: [Redacted s.38(1)(b)]

Bank Name: [Redacted s.38(1)(b)]

Acc No: [Redacted s.38(1)(b)]

Sort Code: [Redacted s.38(1)(b)]

Month: Jul-20

Date	Description	Amount
07/08/2020	Summer School Follow up, support for HOS/Director	£350.00
10/08/2020	Contact with Directors, comms support, planning programme ahead	£350.00
13/08/2020	Website and strategic comms, Directors' Forum and follow up re planning annual conference	£350
14/08/2020	Planning preparing and coordinating series of forth coming events and meetings through Aug/Sept	£350
17/08/2020	Ric Support - Paper to Lead Policy officers and draft strategy paper completed.	£350
20/08/2020	Directors' Drop in, follow up and Website updates	£350
27/08/2020	Directors' Forum, SDS catch up, meeting with Armed Forces Champion	£350
28/08/2020	New Members Welcome and follow up. Hosting personnel network	£350
31/08/2020	Organisation and communication of all Drop ins for September. Organising and planning Strategic session October. Options paper on additional activities	£350
	Total	£3,150.00

Staff College Claim

Name: [Redacted s.38(1)(b)]

Company Name: [Redacted s.38(1)(b)]

Address: [Redacted s.38(1)(b)]

Bank Name: [Redacted s.38(1)(b)]

Acc No: [Redacted s.38(1)(b)]

Sort Code: [Redacted s.38(1)(b)]

Month: Sep-20

Date	Description	Amount
02/09/2020	Meeting with SG re RIC funding, papers for ADES Exec, organisation of future meetings, links to individuals	£350.00
03/09/2020	Director Drop in, follow up, Website updates and comms	£350.00
04/09/2020	Supporting and hosting Early Years Network, ADES Executive meeting and follow up	£350
09/09/2020	RIC Support - completed update paper, contacts and discussions with SG, ES and Cosla	£350
10/09/2020	Directors drop in, follow up, website updates and comms	£350
11/09/2020	Individual support contacts with all Directors	£175
14/09/2020	Meeting With ES re RICS, Meeting with COSLA, follow up	£350
15/09/2020	Exec Officers strategic meeting, Ric policy officers meeting and comms	£350
17/09/2020	Director Drop in, follow up, Website updates and comms	£350
18/09/2020	Prep for forthcoming strat session, ASN and Website	£175
21/09/2020	SCS Catch up, prep RIC meeting, liaison ES	£350
22/09/2020	RIC 4 Way meeting, Follow up, updating Website	£350
23/09/2020	Liaison with Directors, Exec Officers, ES planning prof learning opps	£175
24/09/2020	Director Drop in, follow up, Website updates and comms	£350
28/09/2020	Preparation and organisation of groups and strategic session, liaison with Directors	£175
29/09/2020	Director's' Strategic Session, follow up, website, RIC meeting set up	£350

30/09/2020

RIC meeting set up, Liaison with ES re Action Learning sets

£175

Total

£5,075.00

Month	Fees	Mileage	Expenses	Total
November	£875.00	£ 87.30	£499.00	£1,461.30
December	£ 4,200.00	£ 679.50	-	£4,879.50
January	£4,375.00	£ 387.00	£ 114.60	£4,876.60
February	£4,725.00	£631.80	£219.00	£5,575.80
March	£4,025.00	£493.20	£ -	£4,518.20
	£18,200.00	£2,278.80	£832.60	£21,311.40

ADES Claims

Name: [Redacted s.38(1)(b)]

Company Name: [Redacted s.38(1)(b)]

Address: [Redacted s.38(1)(b)]

Bank Name: [Redacted s.38(1)(b)]

Acc No: [Redacted s.38(1)(b)]

Sort Code: [Redacted s.38(1)(b)]

Month: Oct-20

	Description	Amount
01.10.2020	ADES Directors/Education Scotland/Qualifications	£350.00
02.10.2020	Collaborative Improvement/OECD preps etc	£350.00
05. 10.2020	General/Support staff/collaborative improvement	£175.00
07. 10.2020	General/admin/SG/Counselling/Outdoor Learning	£350.00
08.10.2020	ADES Directors/Education Scotland	£175.00
09. 10.2020	General/SAC/OECD/Resources Network	£350
13.10.2020	General preps/COSLA	£175
14.10.2020	Gender equality/OECD/general	£175
15.10.2020	Directors/Education Scotland/IT	£175
16.10.2020	Preps/Education Scotland/COSLA	£175
19.10.2020	General/preps for Executive/Parental issues/phone calls	£350
20.10.2020	Foundation Apprenticeships/Executive preps/Network links	£350.00
21.10.2020	Preps for SPMG and NIF; NIF meeting/SG	£350.00
22. 10.2020	ADES Directors/ CAQ and PIN/SG liaison	£350.00
23. 10.2020	Preps for Executive and Executive Meeting	£175.00
26.10.2020	General/Instrumental Music Instructors/Outdoor learning/SG	£175.00
27. 10.2020	Outdoor Ed/COSLA/General/ES Glow	£350
28.10.2020	Learning Together/FAs/COSLA/OECD	£175
29. 10.2020	ADES Directors/ Collaborative Improvement	£175
30.10.2020	Equity Audit/RAISE/Glow	£175

£5,075.00

ADES Claims

Name: [Redacted s.38(1)(b)]

Company Name: [Redacted s.38(1)(b)]

Address: [Redacted s.38(1)(b)]

Bank Name: [Redacted s.38(1)(b)]

Acc No: [Redacted s.38(1)(b)]

Sort Code: [Redacted s.38(1)(b)]

Month: Nov-20

	Description	Amount
02.11.2020	Prepare for and attend NIF Meeting; Creative Learning meeting; SG	£350.00
03.11.2020	Black Lives Matter issues; SG meetings	£175.00
04. 11.2020	General/email/Learning Together Steering Group/Classroom Support Staff Working Group	£350.00
05. 11.2020	Directors' Meeting/preps etc/ SG liaison	£175.00
09.11.2020	General/email/Collaborative Improvement/[Redacted s.38(1)(b)]	£350.00
10. 11.2020	Collaborative Improvement/COSLA/RAISE Steering Group/SG liason	£350
11.11.2020	OECD/General/Collaborative Improvement/Graeme Logan	£175
12.11.2020	Directors' Forum/preps etc/ES User Research	£175
13.11.2020	STEM/ES/Residential Outdoor matters/Resources Network	£175
16.11.2020	UNCRC and FACT Meetings and preps; ES; Malcolm Pentland	£350.00
17.11.2020	[Redacted s.38(1)(b)]; general; vision paper; ES	£350.00
18. 11.2020	General; OECD; STEM; Improving Outcomes	£350.00
19. 11.2020		£350.00
	ADES Directors and preps; ES; CERG Workstream 6 group; ADES Vision Paper	
20.11.2020	[Redacted s.38(1)(b)]/ The Promise meeting/general	£175.00
23. 11.2020	Outdoor learning; [Redacted s.38(1)(b)]; general/admin	£175
24.11.2020	ES/general/COSLA/ SG liasion/[Redacted s.38(1)(b)]	£175

25.11.2020	Collaborative Improvement/ ADES-ES Partnership meeting/various phone calls/email etc	£175
26.11.2020	ADES Directors and preps; ADES meeting; Collaborative Improvement	£175
27.11.2020	[Redacted s.38(1)(b)] /CAQ/Contact Director/ general	£175
30.11.2020	AGM Preps/writing; Collaborative Improvement - meeting and drafting	£175
		£4,900.00

ADES Claims

Name: [Redacted s.38(1)(b)]

Company Name: [Redacted s.38(1)(b)]

Address: [Redacted s.38(1)(b)]

Bank Name: [Redacted s.38(1)(b)]

Acc No: [Redacted s.38(1)(b)]

Sort Code: [Redacted s.38(1)(b)]

Month: Dec-20

	Description	Amount
1.12.2020	Collaborative Improvement meeting; [Redacted s.38(1)(b)]	£175.00
2.12.2020	OECD; Home Learning; ES	£175.00
3. 12.2020	ADES Directors; Education Scotland; SG - SNSA	£175.00
4. 12.2020	PIN and Resources Network and preps	£350.00
7.12.2020	General; Education Scotland	£175.00
8. 12.2020	COSLA; Collaborative Improvement; Education Scotland	£350
9.12.2020	Preps for CERG Wstream 6; Pupil Support Staff WG	£350
10.12.2020	Directors; SPMG; Partnership Schools Ref Group	£350
11.12.2020	ADES Vision; SG liaison; Collaborative Improvement	£350
14.11.2020	Education Scotland x2; Preps for CAB; SG	£350
15.11.2020	Collaborative Improvement meeting; ES (x2)	£175
16.12.2020	Gender Meeting and prep work; Prepare for Executive Meeting	£350
17.12.2020	ADES Directors; general; prepare for CAB; general	£350
18.12.2020	ADES Executive Committee/CAB	£350
21.12.2020	CERG Workstream 6 Strategy Group and preps; meeting with SG	£350
22.12.2020	SG Conference call; ADES liaison	£175
	Total	£4,550.00