

## SCHEDULE 1

### PART 1: THE PROJECT/PROGRAMME

The project aims to improve learning about China, its languages and culture, by students based in Scotland as a part of the Scottish Government's 1+2 languages commitment and Curriculum for Excellence.

The Confucius Institute for Scotland's Schools will:

- Provide professional learning to teachers, support a programme of work to be delivered by the network of Confucius Classroom Hubs in Scotland, and support Chinese Exchange Teachers.
- Ensure that it is well-managed and effective, and will work to ensure equality of access and opportunity to learning about China, its languages and culture.
- Continue to liaise closely with Education Scotland to ensure complementarity in the approaches and support being provided to teachers, schools and local authorities.
- Inform Scottish Government officials of any substantive changes to the Project/Programme as soon as possible, especially where these are likely to affect the full expenditure of the Grant.
- Keep its programmes under review to ensure that they are actively contributing to the success of recovery from the pandemic in Scotland.

### PART 2: PAYMENT OF GRANT

1. The total Grant of up to £520,000 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in [SCHEDULE 2](#) together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable for the financial year 1 April 2022 to 31 March 2023.

	Indicative Amount	Indicative claim date	Indicative Payment date
Quarter 1 payment	£130,000	30 June 2022	15 July 2022
Quarter 2 payment	£130,000	7 October 2022	14 October 2022
Quarter 3 payment	£130,000	6 January 2023	13 January 2023
Quarter 4 payment	£130,000	7 April 2023	14 April 2023

The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 7 April 2023, unless otherwise agreed in writing by the Scottish Ministers.

3. The Grantee shall provide a monthly profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the Project/Programme shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.

4. Each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Project/Programme since the submission by it of the last claim for instalment of the grant.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee has reasonably and properly incurred in connection with the Project/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 2 weeks of receiving a claim and any required documentation and information relevant to the claim.
7. In order to facilitate the accrual of expenditure of the Grant for the financial year the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 15 April the amount of the Grant actually expended up to and including 31 March.

[Redacted]

T: [Redacted]

E: [Redacted]@gov.scot

Ms Fiona Mackay  
Confucius Institute for Scotland's Schools  
The Ramshorn  
98 Ingram Street  
University of Strathclyde  
Glasgow  
G1 1EX

Fhiona.Mackay@strath.ac.uk

13/04/2022

Dear Ms Mackay

## OFFER OF GRANT FOR THE CONFUCIUS INSTITUTE FOR SCOTLAND'S SCHOOLS

The Scottish Ministers in exercise of their powers under the Educational Development, Research and Services (Scotland) Grant Regulations 1999, section 2 (c) and the Standards in Scotland's Schools etc. Act 2000, section 42 (1) hereby offer to give to the University of Strathclyde on behalf of the Confucius Institute for Scotland's Schools ("the Grantee") a grant of up to £520,000 STERLING, payable over the financial year 01/04/2022 to 31/03/2023 in connection with supporting schools and local authorities in the ongoing development of languages and implementation of the Scottish Government's 1+2 languages commitment, 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, subparagraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.

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

## **2. Purposes of the Grant**

2.1 The Grant is made to enable the Grantee to carry out the Project/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 be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

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

1. To support teachers, local authorities, families and communities to value languages a key skill set within the school curriculum and for life and work, with a specific focus on the development of learning about China, its languages and cultures.
2. To support schools, teachers and local authorities to promote equality of access, opportunity and outcomes, particularly in relation to gender, additional support needs and socio-economic disadvantage, in learning about China, its languages and cultures.
3. To provide strategic leadership of Scotland's Confucius Classroom Network to enable hubs to develop and use high quality learning materials aligned to the Curriculum for Excellence and Education Scotland guidance. This will include support to Confucius Classroom Hubs to self-evaluate and action any improvement required to enhance the language learning experience for learners.
4. To provide support to Chinese Exchange Teachers.
5. To provide support to Virtual Exchange Teachers.
6. To seek and develop new solutions to increasing the number of GTCS registered teachers of Mandarin in Scotland.
7. To ensure existing governance of the Grantee is complementary to the governance structure of Scotland's National Centre for Languages and ensure its alignment with Scottish Government policies, focussing specifically on the National Improvement Framework drivers.

8. To strengthen existing and build new partnerships with organisations that support the learning of Mandarin.
9. To continue to develop the partnership with the Centre for Language Education and Cooperation, Tianjin Municipal Education Commission and other Chinese partners as appropriate.

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

- Provide professional learning to teachers on China's languages and culture. CISS will be able to demonstrate that the professional learning is aligned with the 1+2 language policy and wider educational aims and that it meets the needs of practitioners **(1)**.
- Support learning about China and China's languages in the senior phase and the variety of ways of accrediting this learning. CISS will be able to demonstrate the uptake on learning **(1)**.
- Drive the creation of joint projects and classroom activities between Scotland and Chinese partner schools. This should include support for school-to-school engagement between Scotland and China at both learner and teacher levels, for example through the Climate Ready Classrooms project. CISS will be able to demonstrate participating schools span a number of geographical and socio-economical ranges **(1/2)**.
- Plan and developing summer scholarships to study Mandarin in China as permitted by international travel rules **(1/2)**.
- Promote and support the learning of Chinese languages to learners and their families and other stakeholders through intercultural events, awards and competitions and support for student groups **(1/2)**.
- Provide strategic management of hubs through a programme of activities, gathering of evidence and support visits/online events **(3)**.
- Provide an update report on the progress of the Confucius Hubs **(3)**.
- Provide support to Chinese Exchange Teachers. In particular, CISS will provide:
  - Career long professional learning including, but not limited to, an induction programme and an introduction to the Scottish education system and mentoring provision. CISS will be able to demonstrate this learning is aligned with the 1+2 policy and CfE principles, underpinned by a progression framework in BGE
  - mentoring and pastoral care **(4)**.
- Provide support to Virtual Exchange Teachers. CISS will provide:
  - Career long professional learning including, but not limited to, an induction programme and an introduction to the Scottish education system and mentoring provision. CISS will

be able to demonstrate this learning is aligned with the 1+2 policy and CfE principles, underpinned by a progression framework in BGE

- mentoring and pastoral care **(5)**.

- Seek to increase the number of schools participating in the Virtual Exchange Teacher programme **(5)**.
- Contribute to the development of a new Master's degree between Strathclyde and partner University in Chengdu (Sichuan) **(6)**.
- Demonstrate that the Grantee's policies, practices and procedures are consistent with relevant Scottish Government's guidance **(7)**.
- Demonstrate interactions and contributions to discussions and meetings with networks such as SCEN **(8)**.
- Build positive relationships with the Centre for Language Education and Cooperation and Tianjin Municipal Education Commission and stay abreast of potential changes to the hubs model **(9)**.

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

- Core costs – staffing and non staffing of the Grantee, its partners and schools in delivering the project.

2.7 The eligible costs exclude:

- Any Value Added Tax (VAT) reclaimable by the Grantee

### 3. Payment of Grant

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

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

3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably 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 30 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 30 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

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

#### **4. Inspection and Information**

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project/Programme in the form of quarterly and annual reports together with claims for Grant. 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 Laws 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 both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

## 6. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds within 5 years of the asset being acquired or developed. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included



as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

## **7. Publicity**

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 the Grant (or any part or condition thereof) does not comply with applicable Subsidy Control obligations, Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time in accordance with law.

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

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

## 10. Assignation

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

## 11. Termination

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

## 12. Corrupt Gifts and Payments of Commission

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

## 13. Continuation of Conditions

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

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

## 14. Compliance with the Law

The Grantee shall ensure that in relation to the Project/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 the following email addresses: [Redacted}@gov.scot and [Redacted}@gov.scot. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[Redacted]

[Redacted]  
Head of Curriculum Unit  
13/04/2022

## GRANT ACCEPTANCE

On behalf of the Confucius Institute for Scotland's Schools I accept the foregoing offer of Grant by the Scottish Ministers dated 13/04/2022 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that the Confucius Institute for Scotland's Schools is solvent. I confirm that I hold the relevant signing authority.

Signed:

«Director/Company Secretary/Authorised Signatory»

Print Name:

Position in Organisation of Person Signing:

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

Place of Signing:

Signed:

«Witness»

Witness Name:

Address:

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

Place of Signing:

## SCHEDULE 1

### PART 1: THE PROJECT/PROGRAMME

The project aims to improve learning about China, its languages and culture, by students based in Scotland as a part of the Scottish Government’s 1+2 languages commitment and Curriculum for Excellence.

The Confucius Institute for Scotland’s Schools will:

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- Ensure that it is well-managed and effective, and will work to ensure equality of access and opportunity to learning about China, its languages and culture.
- Continue to liaise closely with Education Scotland to ensure complementarity in the approaches and support being provided to teachers, schools and local authorities.
- Inform Scottish Government officials of any substantive changes to the Project/Programme as soon as possible, especially where these are likely to affect the full expenditure of the Grant.
- Keep its programmes under review to ensure that they are actively contributing to the success of recovery from the pandemic in Scotland.

### PART 2: PAYMENT OF GRANT

1. The total Grant of up to £520,000 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **SCHEDULE 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable over the financial year 1 April 2022 to 31 March 2023.

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Quarter 2 payment	£130,000	30 September 2022	14 October 2022
Quarter 3 payment	£130,000	31 December 2022	13 January 2023
Quarter 4 payment	£130,000	20 March 2023	28 March 2023

The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.

3. The Grantee shall provide a monthly profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the Project/Programme shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. Each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Project/Programme since the submission by it of the last claim for instalment of the grant.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee has reasonably and properly incurred in connection with the Project/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 2 weeks of receiving a claim and any required documentation and information relevant to the claim.
7. In order to facilitate the accrual of expenditure of the Grant for the financial year the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 15 April the amount of the Grant actually expended up to and including 31 March.

**SCHEDULE 2**

**GRANT CLAIM FORM**

**Organisation:** University of Strathclyde on behalf of the Confucius Institute for Scotland’s Schools.

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

**Project:** The management of Scotland’s Confucius Classrooms and the promotion of teaching and learning of Mandarin Chinese in Scotland’s schools.

**Total agreed grant for:** 2022-23: £520,000

**Latest forecast of expenditure of grant for:** 2022-23:

**Grant claimed to date:** «Amount»

**Claim for grant for the period from** [Click here to enter a date.](#) **to** [Click here to enter a date.](#)

**We hereby claim «total» grant of «£XX» in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 13/04/2022 and the Schedules attached thereto.**

**Completed by:**

**Position:**

**Contact Details:**

**Date:**

**Items of Expenditure**

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

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

<b>TOTAL*</b>			

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

**SCHEDULE 3**

**STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT**

The management of Scotland's Confucius Classrooms and the promotion of teaching and learning of Mandarin Chinese in Scotland's schools.

This is to confirm that the grant claimed the University of Strathclyde on behalf of the Confucius Institute for Scotland's Schools in relation to the above Project/Programme during the financial year ended 31 March 2023 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 the University of Strathclyde on behalf of the Confucius Institute for Scotland's Schools.

Signed:

Name in block capitals:

Position:

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



## SCHEDULE 4

### DEFINITIONS

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

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

**“Data Protection Laws”** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the UK GDPR.

**“Default”** means:

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

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

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

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

**“Grantee”** means the person, organisation or body to which the Grant will be payable as specified in these

Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the “Grantee” are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

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

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

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

**“Subsidy Control”** means the United Kingdom’s international commitments on subsidy control arising from, amongst others, the EU-UK Trade and Cooperation Agreement, World Trade

Organisation Membership and commitments arising from international treaties and agreements to which the United Kingdom is a party.

**“UK GDPR”** means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).

## Email Chain 1

**From:** [Redacted] @strath.ac.uk>  
**Sent:** Thursday, May 19, 2022 4:30 PM  
**To:** [Redacted] @gov.scot>  
**Cc:** [Redacted] @gov.scot>; [Redacted] @gov.scot>;  
fhiona.mackay@strath.ac.uk>; [Redacted] @strath.ac.uk>  
**Subject:** RE: offer of grant letters - 2022-23

Hi [Redacted]

Hope you are well. The University has checked the letters and are fine with the terms. Please find attached the signed Grant Letters.

Could I also check if the Q4 funding for CISS of £109,926 has been released? When I asked our finance colleagues to prepare the Statement of Compliance for 21/22, they were unable to do that as only the SCILT funding (£137,802) has arrived. Grateful if you could check with your finance colleagues and let me know the funding transfer date or reference number and I will check with our finance. Many thanks.

Best wishes,

[Redacted]

[Redacted] | General Manager | T: [Redacted] | M: [Redacted] | E: [Redacted]  
@strath.ac.uk>

[Confucius Institute for Scotland's Schools \(CISS\)](#) 苏格兰中小学孔子学院 | [Scotland's National Centre for Languages](#)

The Ramshorn | 98 Ingram Street | Merchant City | University of Strathclyde |  
Glasgow G1 1EX



THE CONFUCIUS INSTITUTE  
FOR SCOTLAND'S SCHOOLS  
LOOKING BACK / LOOKING FORWARD  
#10YEARSOF CISS



**The University of Strathclyde is a charitable body, registered in Scotland, number SC015263**

Offer of grant letter – CISS – 2022 - 2023 (Signed) - **Document attached to email**

Offer of grant letter – [Redacted] – 2022 - 2023 (Signed) – **Document Redacted**

**From:** [Redacted] @gov.scot>  
**Sent:** 13 April 2022 14:43  
**To:** fhiona.mackay@strath.ac.uk>;[Redacted] @strath.ac.uk>;[Redacted]@strath.ac.uk>  
**Cc:** [Redacted] @gov.scot>;[Redacted] @gov.scot>  
**Subject:** offer of grant letters - 2022-23

**CAUTION: This email originated outside the University. Check before clicking links or attachments.**

Hi Fhiona,[Redacted],[Redacted]

Please find attached the offer of grant letters for 2022-23. As usual, please ensure that you are content with them. Note sections 2.4 Objectives/outcomes and 2.5 targets/milestones have been updated. There is also a new generic clause at the end of the document related to EU-Exit.

I hope this will be satisfactory but, as mentioned at our latest meeting, we are happy to meet again to discuss any implication of these latest grant offers.

Once we have your feedback, we will produce the separate word documents for the schedules and statement of compliance.

Thanks and kind regards,  
[Redacted]

[Redacted], 1+2 Languages Policy manager |Scottish Government | Area 2B North, Victoria Quay | Edinburgh | EH6 6QQ | Mob: [Redacted] | [Redacted]

\*\*\*\*\*

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\*\*\*\*\*

Curriculum - Finance - 1+2 Languages - University of Strathclyde (CISS) - Grant 2022-23 - Offer of Grant letter (CISS) **Document attached to email**

Curriculum - Finance - 1+2 Languages - University of Strathclyde ([Redacted]) - Grant 2022-23 - Offer of Grant letter ([Redacted]) – **Document Redacted**

## **Email Chain 2**

**From:** [Redacted] @strath.ac.uk>

**Sent:** Tuesday, September 6, 2022 2:15 PM

**To:** [Redacted] @gov.scot>; fhiona.mackay@strath.ac.uk>;[Redacted] @strath.ac.uk>

**Cc:** [Redacted] @gov.scot>;[Redacted] @gov.scot>

**Subject:** RE: Figures for 2022-23

Hi [Redacted]

Thank for your email. Yes, we got the final number for schools applying for the Mandarin teacher funding. The total number is 20. Please see below a list of the schools and local authorities.

<b>Local Authority</b>	<b>School</b>
<b>Aberdeen</b>	Oldmachar Academy
<b>Angus</b>	Carnoustie High School
<b>Dundee City</b>	Grove Academy
<b>East Ayrshire</b>	Grange Academy
<b>East Dunbartonshire</b>	St Ninian's High School
<b>East Renfrewshire</b>	Mearns Castle
<b>East Renfrewshire</b>	Barrhead & Williamwood
<b>East Renfrewshire</b>	St Ninian's High School (Giffnock)
<b>Edinburgh</b>	Leith Academy
<b>Edinburgh</b>	Broughton High School
<b>Edinburgh</b>	Castlebrae Community High School
<b>Fife</b>	Queen Anne High School
<b>Glasgow</b>	Hillhead High School
<b>Jordanhill</b>	Jordanhill
<b>Midlothian</b>	Lasswade
<b>Perth &amp; Kinross</b>	Kinross High School
<b>RZSS</b>	Edinburgh Zoo
<b>South Lanarkshire</b>	Hamilton Grammar
<b>Stirling</b>	Stirling High School
<b>West Lothian</b>	Armadale Academy

We have 17 CETs for 22-23. 7 of them are volunteer teachers who participated in the VET programme. They are postgraduate students from Southwest Jiaotong University. The rest are school teachers from various schools in Tianjin.

We don't know the number of VETs until we know exactly how many classes will sign up to the programme. The number will be finalised by early October.

Regarding number of pupils benefiting from CISS and the hubs, pre-pandemic, CISS engaged with around 50,000 pupils each year. Although we have less CETs in Scotland at the moment, but we have online classes and some programmes, such as Discovering China are offered out with CISS hub network, so we are reaching out to more schools. I would estimate similar amount of 50,000 for 22-23.

As there is no quota for additional hub school in Scotland, there is not published application process. Councils with existing hub schools can approach us to request moving hub schools within their local authorities. Western Isles approached us expressing interests of having a hub while South Ayrshire decided to close their hubs, so it was agreed that we moved the hub schools to Western Isles.

Hope this answers all your questions, but feel free to let me know if you have any questions.

Best wishes,

[Redacted]

[Redacted] | General Manager | T: [Redacted] | M: [Redacted] | E: [Redacted]  
[Confucius Institute for Scotland's Schools \(CISS\)](#) 苏格兰中小学孔子学院 | [Scotland's National Centre for Languages](#)  
The Ramshorn | 98 Ingram Street | Merchant City | University of Strathclyde | Glasgow G1 1EX



THE CONFUCIUS INSTITUTE  
FOR SCOTLAND'S SCHOOLS  
LOOKING BACK / LOOKING FORWARD  
#10YEARSOF CISS



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**From:** [Redacted] @gov.scot>  
**Sent:** 05 September 2022 12:34  
**To:** fhiona.mackay@strath.ac.uk>;[Redacted] @strath.ac.uk>;[Redacted] @strath.ac.uk>  
**Cc:** [Redacted] @gov.scot>;[Redacted] @gov.scot>  
**Subject:** Figures for 2022-23

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Hello all,

Hope you had a good weekend.

As you are aware, there is a lot of scrutiny on Confucius Institutes at the moment, and we would be grateful if you could help clarify the following points:

- We got numbers of schools that applied for GTCS posts from you but did you get a chance to finalise numbers now that the year started?
- Similarly do you have now a finalised numbers of CETs and VETs for 22-23

Additionally, although we understand it would have to be an approximation, would you have a rough idea of how many pupils will benefit from the support of CISS and hubs in 22-23?

Finally, have you published what local authorities/schools need to do to apply to create a hub? It would be really useful to understand the process (do you receive the application from a school or from the LA...).

As usual, happy to discuss if helpful.

Thanks and kind regards,  
[Redacted]

### **Email Chain 3**

**From:** [Redacted] @gov.scot>  
**Sent:** Wednesday, September 14, 2022 11:30 AM  
**To:** [Redacted] @strath.ac.uk>  
**Cc:** [Redacted] @gov.scot>; [Redacted] @gov.scot>; [Redacted] @strath.ac.uk>  
**Subject:** RE: Revised budget

Hi [Redacted],

Sorry for the continued wait, but we've now agreed new dates for your Q2-4 claims. Hopefully the new dates are suitable, and will make matters more straightforward for claiming your full spend for each quarter.

On a separate but related note – as I am sure you'll appreciate, there is continuing pressure within Scottish Government to identify cost savings as they emerge, so that funds can be reallocated promptly towards other spending commitments. Accordingly, we've been asked to confirm if our funding agreements are on track against the anticipated payments, and that funding is still planned to be fully spent by respective grantees.

To that end, can you come back to us in the next fortnight with an updated forecast of your spend for Q2-4. If there is any shortfall anticipated, we can then discuss in more detail how best to take this forward, and whether it would be appropriate for the funding to be recovered.

I hope that makes sense and apologies for this coming to you on short notice. Please let me know if you have any questions about any of this.

Regards,  
[Redacted]

CISS - Grant – 2022-23 – Schedule 1 - **Document attached to email**

[Redacted] - Grant – 2022-23 – Schedule 1 - **Document Redacted**

**From:** [Redacted]@strath.ac.uk>  
**Sent:** 29 August 2022 17:13  
**To:** [Redacted] @gov.scot>  
**Cc:** [Redacted] @gov.scot> ; [Redacted] @gov.scot>;[Redacted] @strath.ac.uk>  
**Subject:** RE: Revised budget

Brilliant, thanks [Redacted]

And can I confirm the following week is also ok for Q2 & Q3?



**From:** [Redacted] @gov.scot>  
**Sent:** 29 August 2022 16:43  
**To:** [Redacted] @strath.ac.uk>  
**Cc:** [Redacted] @gov.scot>;[Redacted] @gov.scot>;[Redacted] @strath.ac.uk>  
**Subject:** RE: Revised budget

Hi [Redacted],

So good news, there's no issue with pushing the Q4 claims back. The preference is that earlier in April is better, so to that end I suggest a claim date of Friday 7 April with payment to follow a week later on Friday 14 April. We will need to log the payments internally as accruals ahead of time, so can you provide us with estimates for SCILT and CISS' Q4 spend by Monday 20 March (i.e. the old claim date). Hope that makes sense and the new dates work for you?

Regards,  
[Redacted]

**From:** [Redacted] @strath.ac.uk>  
**Sent:** 10 August 2022 16:32  
**To:** [Redacted] @gov.scot>  
**Cc:** [Redacted] @gov.scot>; [Redacted] @gov.scot>;[Redacted] @strath.ac.uk>  
**Subject:** RE: Revised budget

Hi [Redacted]

Thanks for getting back to me. That would be great, and you can let me know if pushing the claim dates back are doable.

Please find attached the statements of compliance.

I'll be in touch over the next few days with proposed dates for the Q2-Q4 meetings.

Thanks  
[Redacted]

**From:** [Redacted] @gov.scot>  
**Sent:** 10 August 2022 11:37  
**To:** [Redacted] @strath.ac.uk> ;[Redacted] @gov.scot>;[Redacted] @gov.scot>;  
**Cc:** [Redacted] @strath.ac.uk>  
**Subject:** RE: Revised budget

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Hi [Redacted]

Apologies for not getting back to you sooner about this. I can certainly check if we can push the Q4 claim date into April. I've spoken with colleagues before and it's *probably* fine (e.g. we get a call to log likely accrued payments well ahead of time). I think we've always been keen to stick to March dates as it gave us room for manoeuvre in case of a delay, especially because we are held to strict deadlines with >100k payments (i.e. we can get in trouble if we miss the payment date without notice). That was an issue in previous years but not for a while now – like I say I'll check and let you know if it's doable.

Separately, can I check if you've sent us the statements of compliance for last year's grant? I can't find them in my inbox, but that doesn't mean they're not in there somewhere!

Regards,  
[Redacted]

[Redacted] | **Policy Officer | 1+2 Languages**Curriculum Unit | Education Reform  
Directorate | Scottish Government

**From:** [Redacted] @strath.ac.uk>  
**Sent:** 28 July 2022 16:41  
**To:** [Redacted] @gov.scot>;[Redacted] @gov.scot>;[Redacted] @gov.scot>  
**Cc:** [Redacted] @strath.ac.uk>  
**Subject:** Revised budget

Hi,

I hope you are all keeping well.

As discussed, please find attached the updated budget forecast. The change in budget is mainly due to a split in some salary costs. We currently have a SCILT member of staff managing the Discovering China project and therefore have split the salary cost between CISS and SCILT. This will provide SCILT with the additional project budget that is now required to cover the high demand of in person activities. Unfortunately, there remains no potential scope for any savings, however, I'm happy to provide a further updated budget after Q3 when we have more actual figures.

I had mentioned at the Q1 meeting about the possibility of moving back the 22/23 claim dates and it was suggested this was something [Redacted] might be able to help with. At present the claim dates are at the end of the quarter which means running off the ledger and preparing figures prior to the actual quarter end. This often results in accruals and adjusting the figures accordingly in the following quarter. However, I was hoping that we could submit our claim schedules the following month, ideally the second week, or even the first? This would provide more accurate figures and subsequently more accurate forecasting. Salary figures aren't available on the ledger until the first day of the following month. Take the Q4 claim for example. The scheduled date is 20<sup>th</sup> March; however, the March salaries wouldn't be available from our payroll department by then and therefore our year-end claim would be a guesstimate. [Redacted] is this something you would be able to discuss with your finance department? From my experience working at CYCJ, the SG finance dept were happy to receive the schedule 2 claims the following month and after discussions with our finance partners it appears that all other SG funded centres based within the University work this way too. I just think it keeps things a lot more transparent and accurate and would be a better way of working. If there's anything you can do to help, then it would be greatly appreciated.

Hope that all makes sense!

Best wishes  
[Redacted]

[Redacted] | Business and Finance Manager | E: [Redacted] @strath.ac.uk>  
[Redacted]

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*Leading on Languages*



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Education Reform Directorate, Curriculum Unit

[Redacted]

T: [Redacted]

E: [Redacted]@gov.scot

Ms Fhiona Mackay  
Confucius Institute for Scotland's Schools  
The Ramshorn  
98 Ingram Street  
University of Strathclyde  
Glasgow  
G1 1EX

Fhiona.Mackay@strath.ac.uk

13/04/2022

Dear Ms Mackay

## OFFER OF GRANT FOR THE CONFUCIUS INSTITUTE FOR SCOTLAND'S SCHOOLS

The Scottish Ministers in exercise of their powers under the Educational Development, Research and Services (Scotland) Grant Regulations 1999, section 2 (c) and the Standards in Scotland's Schools etc. Act 2000, section 42 (1) hereby offer to give to the University of Strathclyde on behalf of the Confucius Institute for Scotland's Schools ("the Grantee") a grant of up to £520,000 STERLING, payable over the financial year 01/04/2022 to 31/03/2023 in connection with supporting schools and local authorities in the ongoing development of languages and implementation of the Scottish Government's 1+2 languages commitment, 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.

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1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.

1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, subparagraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.

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

## **2. Purposes of the Grant**

2.1 The Grant is made to enable the Grantee to carry out the Project/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 be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

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

1. To support teachers, local authorities, families and communities to value languages a key skill set within the school curriculum and for life and work, with a specific focus on the development of learning about China, its languages and cultures.
2. To support schools, teachers and local authorities to promote equality of access, opportunity and outcomes, particularly in relation to gender, additional support needs and socio-economic disadvantage, in learning about China, its languages and cultures.
3. To provide strategic leadership of Scotland's Confucius Classroom Network to enable hubs to develop and use high quality learning materials aligned to the Curriculum for Excellence and Education Scotland guidance. This will include support to Confucius Classroom Hubs to self-evaluate and action any improvement required to enhance the language learning experience for learners.
4. To provide support to Chinese Exchange Teachers.
5. To provide support to Virtual Exchange Teachers.
6. To seek and develop new solutions to increasing the number of GTCS registered teachers of Mandarin in Scotland.

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7. To ensure existing governance of the Grantee is complementary to the governance structure of Scotland's National Centre for Languages and ensure its alignment with Scottish Government policies, focussing specifically on the National Improvement Framework drivers.
8. To strengthen existing and build new partnerships with organisations that support the learning of Mandarin.
9. To continue to develop the partnership with the Centre for Language Education and Cooperation, Tianjin Municipal Education Commission and other Chinese partners as appropriate.

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

- Provide professional learning to teachers on China's languages and culture. CISS will be able to demonstrate that the professional learning is aligned with the 1+2 language policy and wider educational aims and that it meets the needs of practitioners **(1)**.
- Support learning about China and China's languages in the senior phase and the variety of ways of accrediting this learning. CISS will be able to demonstrate the uptake on learning **(1)**.
- Drive the creation of joint projects and classroom activities between Scotland and Chinese partner schools. This should include support for school-to-school engagement between Scotland and China at both learner and teacher levels, for example through the Climate Ready Classrooms project. CISS will be able to demonstrate participating schools span a number of geographical and socio-economical ranges **(1/2)**.
- Plan and developing summer scholarships to study Mandarin in China as permitted by international travel rules **(1/2)**.
- Promote and support the learning of Chinese languages to learners and their families and other stakeholders through intercultural events, awards and competitions and support for student groups **(1/2)**.
- Provide strategic management of hubs through a programme of activities, gathering of evidence and support visits/online events **(3)**.
- Provide an update report on the progress of the Confucius Hubs **(3)**.
- Provide support to Chinese Exchange Teachers. In particular, CISS will provide:
  - Career long professional learning including, but not limited to, an induction programme and an introduction to the Scottish education system and mentoring provision. CISS will be

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able to demonstrate this learning is aligned with the 1+2 policy and CfE principles, underpinned by a progression framework in BGE

- mentoring and pastoral care **(4)**.

- Provide support to Virtual Exchange Teachers. CISS will provide:
  - Career long professional learning including, but not limited to, an induction programme and an introduction to the Scottish education system and mentoring provision. CISS will be able to demonstrate this learning is aligned with the 1+2 policy and CfE principles, underpinned by a progression framework in BGE
  - mentoring and pastoral care **(5)**.
- Seek to increase the number of schools participating in the Virtual Exchange Teacher programme **(5)**.
- Contribute to the development of a new Master's degree between Strathclyde and partner University in Chengdu (Sichuan) **(6)**.
- Demonstrate that the Grantee's policies, practices and procedures are consistent with relevant Scottish Government's guidance **(7)**.
- Demonstrate interactions and contributions to discussions and meetings with networks such as SCEN **(8)**.
- Build positive relationships with the Centre for Language Education and Cooperation and Tianjin Municipal Education Commission and stay abreast of potential changes to the hubs model **(9)**.

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

- Core costs – staffing and non staffing of the Grantee, its partners and schools in delivering the project.

2.7 The eligible costs exclude:

- Any Value Added Tax (VAT) reclaimable by the Grantee

### 3. Payment of Grant

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

3.2 The Grantee shall within 3 months following the end of each financial year in respect of which the

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Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **SCHEDULE 3**. The statement shall be signed by the Grantee's

- 3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably 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 30 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 30 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.
- 3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year as set out in **SCHEDULE 1**, unless otherwise agreed in writing by the Scottish Ministers.

#### **4. Inspection and Information**

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project/Programme in the form of quarterly and annual reports together with claims for Grant. 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

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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 Laws 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

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£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. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds within 5 years of the asset being acquired or developed. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

## 7. Publicity

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;

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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 the Grant (or any part or condition thereof) does not comply with applicable Subsidy Control obligations, Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time in accordance with law.

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

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

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

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

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

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

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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

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return one copy of the offer of Grant and Schedules to me at the following email addresses:  
[Redacted}@gov.scot

Yours sincerely

[Redacted]

[Redacted]

Head of Curriculum Unit  
13/04/2022

### GRANT ACCEPTANCE

On behalf of the Confucius Institute for Scotland's Schools I accept the foregoing offer of Grant by the Scottish Ministers dated 13/04/2022 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that the Confucius Institute for Scotland's Schools is solvent. I confirm that I hold the relevant signing authority.

Signed: [Redacted]

«Director/Company Secretary/Authorised Signatory»

Print Name: [Redacted]

Position in Organisation of Person Signing: Head of Grants and Contracts

Date: [Click here to enter a date.](#) 18 May 2022

Place of Signing: Edinburgh

Signed:

[Redacted]

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«Witness»

Witness Name: [Redacted]

Address: c/o 50 George Street  
G1 1QE

Date: [Click here to enter a date](#).19 May 2022

Place of Signing: Glasgow

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## SCHEDULE 1

### PART 1: THE PROJECT/PROGRAMME

The project aims to improve learning about China, its languages and culture, by students based in Scotland as a part of the Scottish Government's 1+2 languages commitment and Curriculum for Excellence.

The Confucius Institute for Scotland's Schools will:

- Provide professional learning to teachers, support a programme of work to be delivered by the network of Confucius Classroom Hubs in Scotland, and support Chinese Exchange Teachers.
- Ensure that it is well-managed and effective, and will work to ensure equality of access and opportunity to learning about China, its languages and culture.
- Continue to liaise closely with Education Scotland to ensure complementarity in the approaches and support being provided to teachers, schools and local authorities.
- Inform Scottish Government officials of any substantive changes to the Project/Programme as soon as possible, especially where these are likely to affect the full expenditure of the Grant.
- Keep its programmes under review to ensure that they are actively contributing to the success of recovery from the pandemic in Scotland.

### PART 2: PAYMENT OF GRANT

1. The total Grant of up to £520,000 shall be payable by the Scottish Ministers to the Grantee quarterly on receipt of a completed claim for Grant in the form set out in **SCHEDULE 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable over the financial year 1 April 2022 to 31 March 2023.



	Indicative Amount	Indicative claim date	Indicative Payment date
<b>This is the schedule referred to in the foregoing Offer of Grant dated 13/04/2022</b>			
Quarter 1 payment	£130,000	30 June 2022	16 July 2022
Quarter 2 payment	£130,000	30 September 2022	15 October 2022
Quarter 3 payment	£130,000	31 December 2022	14 January 2023
Quarter 4 payment	£130,000	14 March 2023	28 March 2023

The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.

3. The Grantee shall provide a monthly profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the Project/Programme shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. Each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Project/Programme since the submission by it of the last claim for instalment of the grant.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee has reasonably and properly incurred in connection with the Project/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 2 weeks of receiving a claim and any required documentation and information relevant to the claim.
7. In order to facilitate the accrual of expenditure of the Grant for the financial year the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 15 April the amount of the Grant actually expended up to and including 31 March.

## SCHEDULE 2



**GRANT CLAIM FORM****Organisation:** University of Strathclyde on behalf of the Confucius Institute for Scotland's Schools.**Bank details:** «Name and address, sort code, account number»**Project:** The management of Scotland's Confucius Classrooms and the promotion of teaching and learning of Mandarin Chinese in Scotland's schools.**Total agreed grant for: 2022-23:** £520,000**Latest forecast of expenditure of grant for: 2022-23****Grant claimed to date:** «Amount»**Claim for grant for the period from** [Click here to enter a date.](#) **to** [Click here to enter a date.](#)**We hereby claim «total» grant of «£XX» in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 13/04/2022 and the Schedules attached thereto.****Completed by:****Position:****Contact Details:****Date:****Items of Expenditure****Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that «X has been submitted» or «X will be made available on request» to substantiate each amount.**

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



This is the schedule referred to in the forgoing Offer of Grant dated 13/04/2022

<b>TOTAL*</b>			

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

### SCHEDULE 3

#### STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

The management of Scotland's Confucius Classrooms and the promotion of teaching and learning of Mandarin Chinese in Scotland's schools.

This is to confirm that the grant claimed by «name of Grantee» in relation to the above Project/Programme during the financial year ended 31 March 20«XX» was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of «name of Grantee».

Signed:

Name in block capitals:

Position:

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

### SCHEDULE 4

#### DEFINITIONS

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

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

**“Data Protection Laws”** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the UK GDPR.



**“Default”** means:

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

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

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

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

**“Grantee”** means the person, organisation or body to which the Grant will be payable as specified in these

Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the “Grantee” are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

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

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

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

**“Subsidy Control”** means the United Kingdom’s international commitments on subsidy control arising from, amongst others, the EU-UK Trade and Cooperation Agreement, World Trade Organisation Membership and commitments arising from international treaties and agreements to which the United Kingdom is a party.

**“UK GDPR”** means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).