

1. **All correspondence to and from Scottish Ministers from January 1<sup>st</sup> 2023 to present date relating in any way to health capital investment.**

DOCUMENT 1

**From:** Alan Morrison

**Sent:** Friday, November 3, 2023 5:19 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<CabSecNRHSC@gov.scot>

**Cc:** Minister for Public Health & Women's Health <MinisterPHWH@gov.scot>; Minister for Social Care, Mental Wellbeing & Sport <MinisterSCMWS@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>; [REDACTED] <[REDACTED]@gov.scot>; John Burns <John.Burns@gov.scot>

**Subject:** RE: Note from DFM - Capital Spending Review - NHS Recovery, Health and Social Care

[Redacted: Section 38(1)(b)]

I am cutting back the copy list to only include health minister and officials.

Attached is a short briefing which summarises the overall health capital position. As we are meeting the Cabinet Secretary on Tuesday to discuss the NTC programme, I would suggest that we cover this note too, particularly as the Cabinet is discussing the capital position the next day (Wednesday 8 November).

Regards

Alan

Alan Morrison

Health Infrastructure and Sustainability

Scottish Government Health and Social Care Directorates

[Redacted: Section 38(1)(b)]

**From:** [REDACTED] <[REDACTED]@gov.scot> **On Behalf Of** Deputy First Minister and Cabinet Secretary for Finance

**Sent:** Wednesday, October 25, 2023 12:59 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<CabSecNRHSC@gov.scot>

**Cc:** Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>; Minister for Public Health & Women's Health <MinisterPHWH@gov.scot>; Minister for Social Care, Mental Wellbeing & Sport <MinisterSCMWS@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Michael Walker <Michael.Walker@gov.scot>; Director of Budget and Public Spending <Directorofbudgetandpublicspending@gov.scot>; Deputy Director Infrastructure and Investment <DeputyDirectorInfrastructureAndInvestment@gov.scot>; Jack Causley

<[Jack.Causley@gov.scot](mailto:Jack.Causley@gov.scot)>; Claire Coleman <[Claire.Coleman@gov.scot](mailto:Claire.Coleman@gov.scot)>; Liam O'Brien <[Liam.O'Brien@gov.scot](mailto:Liam.O'Brien@gov.scot)>

**Subject:** Note from DFM - Capital Spending Review - NHS Recovery, Health and Social Care

PS/Cabinet Secretary for NHS Recovery, Health and Social Care

Please see attached note from the Deputy First Minister regarding the Capital Spending Review.

DFM is asking for a response **by midday on 6 November**.

Thanks

[Redacted: Section 38(1)(b)]

ATTACHMENT 1 - [Redacted: Section 30(b)(i)]

## DOCUMENT 2

**From:** Alan Morrison

**Sent:** Tuesday, July 25, 2023 11:24 AM

**To:** First Minister <FirstMinister@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>

**Cc:** Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; Permanent Secretary <PermanentSecretary@gov.scot>; Kirsty Walker <Kirsty.Walker2@gov.scot>; Chief Financial Officer <cfo@gov.scot>; DG Scottish Exchequer Mailbox <DGScottishExchequer@gov.scot>; Director of Budget and Public Spending <Directorofbudgetandpublicspending@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>; [REDACTED] <[REDACTED]@gov.scot>; Daniel Hinze <Daniel.Hinze@gov.scot>; Deputy Director Infrastructure and Investment <DeputyDirectorInfrastructureAndInvestment@gov.scot>; Lisa Lochran <Lisa.Lochran@gov.scot>; David Hutchison <David.Hutchison@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Caroline Lamb <Caroline.Lamb@gov.scot>

**Subject:** RE: Routine - University Hospital Monklands Replacement Programme – Outline Business Case

[Redacted: Section 38(1)(b)]

[Redacted: Section 30(b)(i)]

Regards

Alan

Alan Morrison

Health Infrastructure and Sustainability

Scottish Government Health and Social Care Directorates

[Redacted: Section 38(1)(b)]

**From:** [REDACTED] <[REDACTED]@gov.scot> **On Behalf Of** First Minister

**Sent:** Monday, July 3, 2023 11:08 AM

**To:** DG Health & Social Care <DGHSC@gov.scot>; First Minister <FirstMinister@gov.scot>

**Cc:** Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; Permanent Secretary <PermanentSecretary@gov.scot>; Kirsty Walker <Kirsty.Walker2@gov.scot>; Chief Financial Officer <cfo@gov.scot>; DG Scottish Exchequer Mailbox <DGScottishExchequer@gov.scot>; Director of Budget and Public Spending <Directorofbudgetandpublicspending@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>; [REDACTED] <[REDACTED]@gov.scot>; Daniel Hinze <Daniel.Hinze@gov.scot>; Deputy Director Infrastructure and Investment <DeputyDirectorInfrastructureAndInvestment@gov.scot>; Lisa Lochran <Lisa.Lochran@gov.scot>; David Hutchison <David.Hutchison@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Caroline Lamb <Caroline.Lamb@gov.scot>

**Subject:** RE: Routine - University Hospital Monklands Replacement Programme – Outline Business Case

[OUT OF SCOPE]

[Redacted: Section 38(1)(b)]

[Redacted: Section 30(b)(i)]

[Redacted: Section 30(b)(i)]

[Redacted: Section 38(1)(b)]

**From:** [REDACTED] <[REDACTED]@gov.scot> **On Behalf Of** DG Health & Social Care

**Sent:** Friday, June 30, 2023 12:02 PM

**To:** First Minister <FirstMinister@gov.scot>

**Cc:** Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; Permanent Secretary <PermanentSecretary@gov.scot>; Kirsty Walker <Kirsty.Walker2@gov.scot>; Chief Financial Officer <cfo@gov.scot>; DG Scottish Exchequer Mailbox <DGScottishExchequer@gov.scot>; Director of Budget and Public Spending <Directorofbudgetandpublicspending@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>; [REDACTED] <[REDACTED]@gov.scot>; Daniel Hinze <Daniel.Hinze@gov.scot>; Deputy Director Infrastructure and Investment <DeputyDirectorInfrastructureAndInvestment@gov.scot>; Lisa Lochran <Lisa.Lochran@gov.scot>; David Hutchison <David.Hutchison@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Caroline Lamb <Caroline.Lamb@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>

**Subject:** Routine - University Hospital Monklands Replacement Programme – Outline Business Case  
First Minister

Please find attached note on the Outline Business Case for the replacement of University Hospital Monklands (UHM) on behalf of Caroline Lamb.

Best wishes

[Redacted: Section 38(1)(b)]

DOCUMENT 3

**From:** Alan Morrison

**Sent:** Tuesday, November 7, 2023 10:53 AM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Carolyn Wilson <Carolyn.Wilson@gov.scot>; Director of Health Workforce <Directorofhealthworkforce@gov.scot>; Deputy Director of Health Workforce, Planning and Development <DeputyDirectorHWPD@gov.scot>; Orlando Heijmer-mason <Orlando.Heijmer-mason@gov.scot>

**Cc:** Minister for Public Health & Women's Health <MinisterPHWH@gov.scot>; Minister for Social Care, Mental Wellbeing & Sport <MinisterSCMWS@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Saira Kapasi <Saira.Kapasi@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>; [REDACTED] <[REDACTED]@gov.scot>

**Subject:** RE: For action - Ministerial Budget Workshops - November 2023

[Redacted: Section 38(1)(b)]

I sent up the capital briefing at 17.20 on Friday. The DFM has asked for a response to her capital note which she sent on Wednesday 25 October at 13.00, which I have drafted and is basically the same as Friday's briefing (see attached). I was waiting until we have spoken to the Cabinet Secretary later this afternoon before sending

over, as there are a couple of major decisions to consider, but given the timescales it is probably helpful to send now.

Regards

Alan

Alan Morrison  
Health Infrastructure and Sustainability  
Scottish Government Health and Social Care Directorates  
[Redacted: Section 38(1)(b)]

**From:** [REDACTED] <[REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care

**Sent:** Tuesday, November 7, 2023 10:27 AM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Carolyn Wilson <Carolyn.Wilson@gov.scot>; Director of Health Workforce <Directorofhealthworkforce@gov.scot>; Deputy Director of Health Workforce, Planning and Development <DeputyDirectorHWPD@gov.scot>; Orlando Heijmer-mason <Orlando.Heijmer-Mason@gov.scot>

**Cc:** Minister for Public Health & Women's Health <MinisterPHWH@gov.scot>; Minister for Social Care, Mental Wellbeing & Sport <MinisterSCMWS@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Saira Kapasi <Saira.Kapasi@gov.scot>

**Subject:** RE: For action - Ministerial Budget Workshops - November 2023

**Importance:** High

[OUT OF SCOPE]

I'd appreciate sight of briefing for the community workshop and capital spending roundtable **today**, and briefing for the equality workshops **tomorrow**.

Thanks,

[Redacted: Section 38(1)(b)]

**From:** [REDACTED] **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care

**Sent:** Tuesday, October 31, 2023 1:44 PM

**To:** DG Health & Social Care <DGHSC@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Carolyn Wilson <Carolyn.Wilson@gov.scot>; Director of Health Workforce <Directorofhealthworkforce@gov.scot>; Deputy Director of Health Workforce, Planning and Development <DeputyDirectorHWPD@gov.scot>

**Cc:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; Minister for Public Health & Women's Health <MinisterPHWH@gov.scot>; Minister for Social Care, Mental Wellbeing & Sport

<MinisterSCMWS@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Saira Kapasi <Saira.Kapasi@gov.scot>

**Subject:** For action - Ministerial Budget Workshops - November 2023

[OUT OF SCOPE]

The upcoming Budget process requires cross-Ministerial engagement ahead of Cabinet on 14 November. DFM is hosting workshops, and a capital spending review roundtable to discuss the challenging capital budget outlook and take a collaborative approach to prioritisation of our projects and programmes:

[OUT OF SCOPE]

[OUT OF SCOPE]

**08/11 (17:45-18:45) Roundtable: Capital Spending Review Reset**

Focus: Review of capital allocations, scope for further deprioritisation and scope for alternatives to capital funding (private funding, regulation)

Objective: Recognition of the joint challenge and requirement to jointly support (re-) prioritisation decisions. (Limited) Re-allocation of initial portfolio allocations to better reflect Government priorities. Identification of where further flexibilities can be found (funding alternatives, stop capital baseline spending).

Briefing lead official: **Alan Morrison/Richard McCallum by COP Mon 6 November.**

[OUT OF SCOPE]

[OUT OF SCOPE]

[OUT OF SCOPE]

Thanks,

[Redacted: Section 38(1)(b)]

ATTACHMENT 1 - [Redacted: Section 30(b)(i)]

DOCUMENT 4

**From:** Alan Morrison

**Sent:** Tuesday, November 7, 2023 5:37 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>

**Cc:** Minister for Public Health & Women's Health <MinisterPHWH@gov.scot>; Minister for Social Care, Mental Wellbeing & Sport <MinisterSCMWS@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>; [REDACTED]<[REDACTED]@gov.scot>; John Burns <John.Burns@gov.scot>

**Subject:** RE: Note from DFM - Capital Spending Review - NHS Recovery, Health and Social Care

[Redacted: Section 38(1)(b)]

[Redacted: Section 30(b)(i)]

Regards

Alan

Alan Morrison  
Health Infrastructure and Sustainability  
Scottish Government Health and Social Care Directorates  
[Redacted: Section 38(1)(b)]

**From:** [REDACTED]< [REDACTED]@gov.scot> **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care

**Sent:** Tuesday, November 7, 2023 2:05 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care

<CabSecNRHSC@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>

**Cc:** Minister for Public Health & Women's Health <MinisterPHWH@gov.scot>;

Minister for Social Care, Mental Wellbeing & Sport <MinisterSCMWS@gov.scot>;

DG Health & Social Care <DGHSC@gov.scot>; Jennie Gollan

<Jennie.Gollan@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>;

Alan Gray <Alan.Gray2@gov.scot>; [REDACTED]<[REDACTED]@gov.scot>; John

Burns <John.Burns@gov.scot>

**Subject:** RE: Note from DFM - Capital Spending Review - NHS Recovery, Health and Social Care

Hi Alan,

[Redacted: Section 30(b)(i)]

[Redacted: Section 30(b)(i)]

In addition, can this be worked into a submission or response format to go to DFM please?

Many thanks for your help on this.

[Redacted: Section 38(1)(b)]

**From:** [REDACTED]< [REDACTED]@gov.scot> **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care

**Sent:** Monday, November 6, 2023 4:43 PM

**To:** Alan Morrison <[Alan.Morrison@gov.scot](mailto:Alan.Morrison@gov.scot)>; Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>

**Cc:** Minister for Public Health & Women's Health <[MinisterPHWH@gov.scot](mailto:MinisterPHWH@gov.scot)>; Minister for Social Care, Mental Wellbeing & Sport <[MinisterSCMWS@gov.scot](mailto:MinisterSCMWS@gov.scot)>; DG Health & Social Care <[DGHSC@gov.scot](mailto:DGHSC@gov.scot)>; Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>; Richard McCallum <[Richard.McCallum@gov.scot](mailto:Richard.McCallum@gov.scot)>; Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; [REDACTED]<[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>; John Burns <[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>

**Subject:** RE: Note from DFM - Capital Spending Review - NHS Recovery, Health and Social Care

Thanks Alan,

Mr Matheson has noted.

[Redacted: Section 38(1)(b)]

**From:** Alan Morrison <[Alan.Morrison@gov.scot](mailto:Alan.Morrison@gov.scot)>

**Sent:** Friday, November 3, 2023 5:19 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>

**Cc:** Minister for Public Health & Women's Health <[MinisterPHWH@gov.scot](mailto:MinisterPHWH@gov.scot)>; Minister for Social Care, Mental Wellbeing & Sport <[MinisterSCMWS@gov.scot](mailto:MinisterSCMWS@gov.scot)>; DG Health & Social Care <[DGHSC@gov.scot](mailto:DGHSC@gov.scot)>; Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>; Richard McCallum <[Richard.McCallum@gov.scot](mailto:Richard.McCallum@gov.scot)>; Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; [REDACTED]<[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>; John Burns <[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>

**Subject:** RE: Note from DFM - Capital Spending Review - NHS Recovery, Health and Social Care

[Redacted: Section 38(1)(b)]

I am cutting back the copy list to only include health minister and officials.

Attached is a short briefing which summarises the overall health capital position. As we are meeting the Cabinet Secretary on Tuesday to discuss the NTC programme, I would suggest that we cover this note too, particularly as the Cabinet is discussing the capital position the next day (Wednesday 8 November).

Regards

Alan

Alan Morrison  
Health Infrastructure and Sustainability  
Scottish Government Health and Social Care Directorates  
[Redacted: Section 38(1)(b)]

**From:** [REDACTED]< [REDACTED]@gov.scot> **On Behalf Of** Deputy First Minister and Cabinet Secretary for Finance

**Sent:** Wednesday, October 25, 2023 12:59 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>

**Cc:** Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>; Minister for Public Health & Women's Health <MinisterPHWH@gov.scot>; Minister for Social Care, Mental Wellbeing & Sport <MinisterSCMWS@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Michael Walker <Michael.Walker@gov.scot>; Director of Budget and Public Spending <Directorofbudgetandpublicspending@gov.scot>; Deputy Director Infrastructure and Investment <DeputyDirectorInfrastructureAndInvestment@gov.scot>; Jack Causley <Jack.Causley@gov.scot>; Claire Coleman <Claire.Coleman@gov.scot>; Liam O'Brien <Liam.O'Brien@gov.scot>

**Subject:** Note from DFM - Capital Spending Review - NHS Recovery, Health and Social Care

PS/Cabinet Secretary for NHS Recovery, Health and Social Care

Please see attached note from the Deputy First Minister regarding the Capital Spending Review.

DFM is asking for a response **by midday on 6 November**.

Thanks

[Redacted: Section 38(1)(b)]

ATTACHMENT 1 - [Redacted: Section 30(b)(i)]

DOCUMENT 5

**From:** Morrison A (Alan)

**Sent:** Friday, April 28, 2023 2:38 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<CabSecNRHSC@gov.scot>

**Cc:** McCallum R (Richard) <Richard.McCallum@gov.scot>; Hutchison D (David) (Special Adviser) <David.Hutchison@gov.scot>; Gollan J (Jennie) <Jennie.Gollan@gov.scot>

**Subject:** RE: Monklands

[Redacted: Section 38(1)(b)]

See attached.

Regards

Alan

**From:** [REDACTED] <[REDACTED]@gov.scot> **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care

**Sent:** 27 April 2023 15:28

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<CabSecNRHSC@gov.scot>; Morrison A (Alan) <Alan.Morrison@gov.scot>

**Cc:** McCallum R (Richard) <Richard.McCallum@gov.scot>

**Subject:** RE: Monklands

Hi Alan

I have been asked if you could send over the latest summary so we can pass to cab sec.

Thank you

Kind regards,

[Redacted: Section 38(1)(b)]

**From:** [REDACTED] <[REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care

**Sent:** 27 April 2023 14:26

**To:** Alan Morrison <Alan.Morrison@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>

**Cc:** Richard McCallum <Richard.McCallum@gov.scot>

**Subject:** RE: Monklands

Hi Alan,

No problem I can get this arranged and send over some dates shortly.

Kind regards,

[Redacted: Section 38(1)(b)]

**From:** Alan Morrison <[Alan.Morrison@gov.scot](mailto:Alan.Morrison@gov.scot)>  
**Sent:** 27 April 2023 14:22  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>  
**Cc:** Richard McCallum <[Richard.McCallum@gov.scot](mailto:Richard.McCallum@gov.scot)>  
**Subject:** Monklands

[Redacted: Section 38(1)(b)]

I understand that the Cabinet Secretary is aware of the recent developments concerning the business case for the replacement of Monklands Hospital. It would be helpful if myself and Richard (and possibly DG Health too), could get some time with the Cabinet Secretary to discuss what we communicate to NHS Lanarkshire and next steps.

Regards

Alan

Alan Morrison  
Health Infrastructure, Investment and PPE  
Scottish Government Health and Social Care Directorates  
[Redacted: Section 38(1)(b)]

ATTACHMENT 1 - [Redacted: Section 30(b)(i)]

DOCUMENT 6

**From:** Alan Gray  
**Sent:** Tuesday, June 27, 2023 9:50 AM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>  
**Cc:** Richard McCallum <[Richard.McCallum@gov.scot](mailto:Richard.McCallum@gov.scot)>; John Burns  
<[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>; DG Health & Social Care <[DGHSC@gov.scot](mailto:DGHSC@gov.scot)>; Alan  
Morrison <[Alan.Morrison@gov.scot](mailto:Alan.Morrison@gov.scot)>; [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>;  
Deputy Director Infrastructure and Investment  
<[DeputyDirectorInfrastructureAndInvestment@gov.scot](mailto:DeputyDirectorInfrastructureAndInvestment@gov.scot)>; Jennie Gollan  
<[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>; David Hutchison <[David.Hutchison@gov.scot](mailto:David.Hutchison@gov.scot)>; Nuala  
Gormley <[Nuala.Gormley@gov.scot](mailto:Nuala.Gormley@gov.scot)>; Jamie MacDougall  
<[Jamie.MacDougall@gov.scot](mailto:Jamie.MacDougall@gov.scot)>; Douglas McLaren <[Douglas.McLaren@gov.scot](mailto:Douglas.McLaren@gov.scot)>;  
Director of Budget and Public Spending  
<[Directorofbudgetandpublicspending@gov.scot](mailto:Directorofbudgetandpublicspending@gov.scot)>  
**Subject:** Submission - National Treatment Centre programme

Cabinet Secretary

Further to the meeting with yourself and the Deputy First Minister, it was agreed that a follow on briefing on the National Treatment Centre programme should be developed to set out the position and to make recommendations for consideration.

The attached briefing is submitted for your consideration and takes account of the findings of the Gateway review undertaken in March 2023.

We would welcome the opportunity to discuss the briefing and the proposed next steps.

In the meantime if any further information is required I shall be happy to provide.

Kind regards

Alan Gray  
NTC Programme Senior Responsible Officer

ATTACHMENT 1 - [Redacted: Section 30(b)(i)]

DOCUMENT 7

**From:** Gray A (Alan) (Health)  
**Sent:** Thursday, May 4, 2023 5:43 PM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>  
**Cc:** DG Health & Social Care <DGHSC@gov.scot>; McCallum R (Richard) <Richard.McCallum@gov.scot>; Burns J (John) <John.Burns@gov.scot>; Morrison A (Alan) <Alan.Morrison@gov.scot>; [REDACTED]<[REDACTED]@gov.scot>; Cumming A (Alison) <Alison.Cumming@gov.scot>; Deputy Director Infrastructure and Investment <DeputyDirectorInfrastructureAndInvestment@gov.scot>; Hutchison D (David) (Special Adviser) <David.Hutchison@gov.scot>; Hinze D (Daniel) <Daniel.Hinze@gov.scot>; White K (Katherine) <Katherine.White@gov.scot>; jennie.gollan@gov.scot  
**Subject:** Ministerial briefing note - Infrastructure Investment Health and Social Care Portfolio

CSH / DFM

Please find attached a briefing on the health and social care portfolio infrastructure position and the request for a meeting to discuss. The briefing provides the background to the current challenges, key decisions we are now facing (in relation to high profile projects such as Monklands Replacement Hospital Project and the next phase of the National Treatment Time Centre Project) and recommendations for consideration.

[Redacted: Section 30(b)(i)]

The briefing has been discussed and agreed with the DG Health and Social and shared with the Perm Sec.

We shall be happy to respond to any queries you may have and to being able to discuss this with you further.

Kind regards

Alan Gray, SG Health Finance Infrastructure Planning Lead and SRO NTC Programme

ATTACHMENT 1 – Same redacted attachment from DOC 6 [Redacted: Section 30(b)(i)]

DOCUMENT 8

**From:** Alan Gray

**Sent:** Monday, October 30, 2023 9:02 AM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<CabSecNRHSC@gov.scot>

**Subject:** RE: FM/DFM - Submission on plan to reduce waiting lists - 10 October 2023

[Redacted: Section 38(1)(b)]

Just to confirm we will be able to provide a briefing today as requested. This will largely reflect the submission provided on 1 September.

Thanks

Alan (Gray)  
NTC - SRO

**From:** [REDACTED]< [REDACTED]@gov.scot> **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care

**Sent:** Friday, October 27, 2023 6:49 PM

**To:** Tracy Slater <Tracy.Slater@gov.scot>; John Burns <John.Burns@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>; Julia McAteer <Julia.McAteer@gov.scot>

**Cc:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>; Director of Health Workforce <Directorofhealthworkforce@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>;

Scott Wood <Scott.Wood@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Fiona Bennett <Fiona.Bennett@gov.scot>; Barbara Livingston <Barbara.Livingston@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>

**Subject:** RE: FM/DFM - Submission on plan to reduce waiting lists - 10 October 2023

Hi all,

[OUT OF SCOPE]

[Redacted: Section 30(b)(i)]

Cab Sec would be grateful for an update on the latest position. Appreciate the tight turnaround, can this please be shared on Monday.

[Redacted: Section 38(1)(b)]

**From:** Callum McCaig <Callum.Mccaig@gov.scot>

**Sent:** Friday, October 13, 2023 12:29 PM

**To:** First Minister <FirstMinister@gov.scot>; Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>

**Cc:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; DG Health

& Social Care <DGHSC@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>; John Burns <John.Burns@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>; Julia McAteer <Julia.McAteer@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>; Cathleen Andrew <Cathleen.Andrew@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>; Mel Giarchi <Mel.Giarchi@gov.scot>; Nabeil Salama <Nabeil.Salama@gov.scot>; Robert Williams <Robert.Williams@gov.scot>; Director of Health Workforce <Directorofhealthworkforce@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Fiona Bennett <Fiona.Bennett@gov.scot>; Barbara Livingston <Barbara.Livingston@gov.scot>  
**Subject:** RE: FM/DFM - Submission on plan to reduce waiting lists - 10 October 2023

[Redacted: Section 38(1)(b)]

[Redacted: Section 30(b)(i)]

[Redacted: Section 30(b)(i)]

Thanks,

[Redacted: Section 38(1)(b)]

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care  
**Sent:** Tuesday, October 10, 2023 6:55 PM  
**To:** First Minister <FirstMinister@gov.scot>; Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>  
**Cc:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>; John Burns <John.Burns@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>; Julia McAteer <Julia.McAteer@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>; Cathleen Andrew <Cathleen.Andrew@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>; Mel Giarchi <Mel.Giarchi@gov.scot>; Nabeil Salama <Nabeil.Salama@gov.scot>; Robert Williams <Robert.Williams@gov.scot>; Director of Health Workforce <Directorofhealthworkforce@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; Scott Wood <Scott.Wood@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Fiona Bennett <Fiona.Bennett@gov.scot>; Barbara Livingston <Barbara.Livingston@gov.scot>  
**Subject:** FM/DFM - Submission on plan to reduce waiting lists - 10 October 2023

FMPO  
DFMPO

Please see attached submission as requested relating to the multi-year plan to reduce waiting lists for consideration. This is accompanied by a paper on the NTC programme and the capital spend.

Thanks,

[Redacted: Section 38(1)(b)]

DOCUMENT 9

**From:** Alan Gray

**Sent:** Tuesday, October 10, 2023 2:53 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<CabSecNRHSC@gov.scot>

**Subject:** RE: National Treatment Centres - Forth Valley and Golden Jubilee Phase 2 revised programmes

[Redacted: Section 38(1)(b)]

Thanks and will follow up with NHS Forth Valley and revert back with a confirmed and revised programme for the opening of the centre (and at earliest date possible)

KR

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care

**Sent:** Tuesday, October 10, 2023 2:49 PM

**To:** Alan Gray <Alan.Gray2@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>

**Cc:** John Burns <John.Burns@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>

**Subject:** RE: National Treatment Centres - Forth Valley and Golden Jubilee Phase 2 revised programmes

Hi Alan,

[Redacted: Section 30(b)(i)]

Grateful for a reply as soon as possible please.

Kind regards,

[Redacted: Section 38(1)(b)]

**From:** Alan Gray <Alan.Gray2@gov.scot>

**Sent:** Monday, October 9, 2023 2:15 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<CabSecNRHSC@gov.scot>

**Cc:** John Burns <John.Burns@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>

**Subject:** RE: National Treatment Centres - Forth Valley and Golden Jubilee Phase 2 revised programmes

[Redacted: Section 38(1)(b)]

[Redacted: Section 30(b)(i)]

Thanks

Alan

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care  
**Sent:** Monday, October 9, 2023 2:00 PM  
**To:** Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>  
**Cc:** John Burns <[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>; Alan Morrison <[Alan.Morrison@gov.scot](mailto:Alan.Morrison@gov.scot)>; DG Health & Social Care <[DGHSC@gov.scot](mailto:DGHSC@gov.scot)>; Douglas McLaren <[Douglas.McLaren@gov.scot](mailto:Douglas.McLaren@gov.scot)>; Richard McCallum <[Richard.McCallum@gov.scot](mailto:Richard.McCallum@gov.scot)>; Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>  
**Subject:** RE: National Treatment Centres - Forth Valley and Golden Jubilee Phase 2 revised programmes

Thanks Alan,

[Redacted: Section 30(b)(i)]

[Redacted: Section 38(1)(b)]

**From:** Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>  
**Sent:** Monday, October 9, 2023 11:25 AM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>  
**Cc:** John Burns <[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>; Alan Morrison <[Alan.Morrison@gov.scot](mailto:Alan.Morrison@gov.scot)>; DG Health & Social Care <[DGHSC@gov.scot](mailto:DGHSC@gov.scot)>; Douglas McLaren <[Douglas.McLaren@gov.scot](mailto:Douglas.McLaren@gov.scot)>; Richard McCallum <[Richard.McCallum@gov.scot](mailto:Richard.McCallum@gov.scot)>; Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>  
**Subject:** National Treatment Centres - Forth Valley and Golden Jubilee Phase 2 revised programmes

CS

See below an update on the two remaining NTC centres in construction – highlighting a risk to the Forth Valley NTC opening date (and steps being progressed) and revision to opening date for GJ Phase 2.

Kind regards

Alan (Gray) – NTC Senior Responsible Officer

[Redacted: Section 30(b)(i)]

DOCUMENT 10

REMOVED – Email chain entirely repeated and continued in DOCUMENT 9

DOCUMENT 11

**From:** Alan Gray  
**Sent:** Wednesday, October 4, 2023 9:43 AM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<CabSecNRHSC@gov.scot>  
**Subject:** RE: Portfolio sups

[Redacted: Section 38(1)(b)]

[OUT OF SCOPE]

See attached response on template format

Thanks

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care  
**Sent:** Wednesday, October 4, 2023 9:03 AM  
**To:** Alan Gray <Alan.Gray2@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>  
**Cc:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Michael Taylor <Michael.Taylor@gov.scot>; Andrew Chapman <Andrew.Chapman@gov.scot>; Cath Henderson <Cath.Henderson@gov.scot>; Sarah Lowry <Sarah.Lowry@gov.scot>  
**Subject:** RE: Portfolio sups

Hi Alan,

[OUT OF SCOPE]

Kind regards,

[Redacted: Section 38(1)(b)]

**From:** Alan Gray <Alan.Gray2@gov.scot>  
**Sent:** Wednesday, October 4, 2023 8:59 AM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>  
**Subject:** RE: Portfolio sups

Happy with the proposed change from Jennie as noted below

The Scottish Government remains committed to further investment in health infrastructure to ensure hospitals in need of modernisation are updated either through replacement or refurbishment.

Raigmore and Belford Hospitals are amongst the hospitals that will require investment and we continue to work closely with NHS Highland to identify the best way forward.

Due to significant increases in construction costs due to inflation, and a lower than expected capital grant from the UK Government, a capital review is currently underway across the Scottish Government and this will inform next year's capital budget.

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care  
**Sent:** Wednesday, October 4, 2023 8:36 AM  
**To:** Jennie Gollan <Jennie.Gollan@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>;  
**Cc:** Michael Taylor <Michael.Taylor@gov.scot>; Andrew Chapman <Andrew.Chapman@gov.scot>; Cath Henderson <Cath.Henderson@gov.scot>; Sarah Lowry <Sarah.Lowry@gov.scot>  
**Subject:** RE: Portfolio sups

Hi Alan,

[OUT OF SCOPE]

Kind regards,

[Redacted: Section 38(1)(b)]

**From:** Jennie Gollan <Jennie.Gollan@gov.scot>  
**Sent:** Tuesday, October 3, 2023 5:02 PM  
**To:** Alan Gray <Alan.Gray2@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>;  
**Cc:** Michael Taylor <Michael.Taylor@gov.scot>; Andrew Chapman <Andrew.Chapman@gov.scot>; Cath Henderson <Cath.Henderson@gov.scot>; Sarah Lowry <Sarah.Lowry@gov.scot>  
**Subject:** RE: Portfolio sups

[OUT OF SCOPE]

J

**From:** Alan Gray <Alan.Gray2@gov.scot>  
**Sent:** Tuesday, October 3, 2023 5:00 PM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>;  
**Cc:** Jennie Gollan <Jennie.Gollan@gov.scot>; Michael Taylor <Michael.Taylor@gov.scot>; Andrew Chapman <Andrew.Chapman@gov.scot>; Cath Henderson <Cath.Henderson@gov.scot>; Sarah Lowry <Sarah.Lowry@gov.scot>  
**Subject:** RE: Portfolio sups

[Redacted: Section 38(1)(b)]

See attached suggested response re question in relation to Belford Hospital

The Scottish Government remains committed to further investment in health infrastructure to ensure hospitals in need of modernisation are updated either through replacement or refurbishment.

Raigmore and Belford Hospitals are amongst the hospitals that will require investment and we continue to work closely with NHS Highland to identify the best way forward.

Due to significant increases in construction costs due to inflation, and a lower than expected capital grant from the UK Government, a capital review is currently underway across the Scottish Government and this will inform next year's capital budget.

Thanks

Alan

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care  
**Sent:** Tuesday, October 3, 2023 2:20 PM  
**To:** [REDACTED]< [REDACTED]@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>  
**Cc:** Jennie Gollan <Jennie.Gollan@gov.scot>; Michael Taylor <Michael.Taylor@gov.scot>; Andrew Chapman <Andrew.Chapman@gov.scot>; Cath Henderson <Cath.Henderson@gov.scot>; Sarah Lowry <Sarah.Lowry@gov.scot>  
**Subject:** RE: Portfolio sups

Thanks [Redacted: Section 38(1)(b)],

[OUT OF SCOPE]

Kind regards,

[Redacted: Section 38(1)(b)]

**From:** [REDACTED]< [REDACTED]@gov.scot>;  
**Sent:** Tuesday, October 3, 2023 2:18 PM  
**To:** [REDACTED]< [REDACTED]@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>  
**Cc:** Jennie Gollan <Jennie.Gollan@gov.scot>; Michael Taylor <Michael.Taylor@gov.scot>; Andrew Chapman <Andrew.Chapman@gov.scot>; Cath Henderson <Cath.Henderson@gov.scot>; Sarah Lowry <Sarah.Lowry@gov.scot>  
**Subject:** RE: Portfolio sups

[Redacted: Section 38(1)(b)]

I can confirm that I can pick up the first part of question 7:

**Emma Harper:** Can the Cab Sec provide any update regarding how the National Centre for Remote and Rural Health and Care is expected to improve the delivery of healthcare services in rural communities, including in the Highlands and Islands?

Alan Gray I think is the point of contact for the second part:

**Kate Forbes:** NHS Highland is in the process of progressing plans for a new Belford Hospital in Fort William, which was included in the SNP's manifesto. Can the minister advise how engagement is going with the Scottish Government and if there will soon be clarity on when the building can begin?

[Redacted: Section 38(1)(b)]

**From:** Nicola Rae <[Nicola.Rae2@gov.scot](mailto:Nicola.Rae2@gov.scot)>  
**Sent:** Tuesday, October 3, 2023 2:00 PM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>; [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>; [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>;  
**Cc:** Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>; Michael Taylor <[Michael.Taylor@gov.scot](mailto:Michael.Taylor@gov.scot)>; Andrew Chapman <[Andrew.Chapman@gov.scot](mailto:Andrew.Chapman@gov.scot)>  
**Subject:** RE: Portfolio sups

[Redacted: Section 38(1)(b)]

[OUT OF SCOPE]

Many thanks

[Redacted: Section 38(1)(b)]

**From:** [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care  
**Sent:** Tuesday, October 3, 2023 1:58 PM  
**To:** [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>; [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>; [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>;  
**Cc:** Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>; Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>  
**Subject:** FW: Portfolio sups

[Redacted: Section 38(1)(b)]

[OUT OF SCOPE]

Kind regards,

[Redacted: Section 38(1)(b)]

**From:** Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>

**Sent:** Tuesday, October 3, 2023 12:56 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care

<[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>; Minister for Social Care, Mental Wellbeing & Sport

<[MinisterSCMWS@gov.scot](mailto:MinisterSCMWS@gov.scot)>; Minister for Public Health & Women's Health

<[MinisterPHWH@gov.scot](mailto:MinisterPHWH@gov.scot)>

**Subject:** Portfolio sups

[OUT OF SCOPE]

Jennie

**NHS Recovery, Health and Social Care**

1. [OUT OF SCOPE]

2. [OUT OF SCOPE]

3. [OUT OF SCOPE]

4. [OUT OF SCOPE]

5. [OUT OF SCOPE]

6. [OUT OF SCOPE]

7. [OUT OF SCOPE]

8. **Jamie Halcro Johnston:** To ask the Scottish Government what its position is on whether the provision of health services across the Highlands and Islands region meets the needs of local communities. **(S6O-02598)**

**Emma Harper:** Can the Cab Sec provide any update regarding how the National Centre for Remote and Rural Health and Care is expected to improve the delivery of healthcare services in rural communities, including in the Highlands and Islands?

**Kate Forbes:** NHS Highland is in the process of progressing plans for a new Belford Hospital in Fort William, which was included in the SNP's manifesto. Can the minister advise how engagement is going with the Scottish Government and if there will soon be clarity on when the building can begin?

9. [OUT OF SCOPE]

ATTACHMENT 1

PORTFOLIO QUESTIONS FOR

Wednesday 4<sup>th</sup> October 2023

# ACTUAL SUPPS FOR QUESTION

**From:** Alan Gray, Scottish Government Health Infrastructure Planning Lead

**Supp:**

NHS Highland is in the process of progressing plans for a new Belford Hospital in Fort William, which was included in the SNP's manifesto. Can the minister advise how engagement is going with the Scottish Government and if there will soon be clarity on when the building can begin?

**Answer:**

The Scottish Government remains committed to further investment in health infrastructure to ensure hospitals in need of modernisation are updated either through replacement or refurbishment.

Raigmore and Belford Hospitals are amongst the hospitals that will require investment and we continue to work closely with NHS Highland to identify the best way forward.

Due to significant increases in construction costs due to inflation, and a lower than expected capital grant from the UK Government, a capital review is currently underway across the Scottish Government and this will inform next year's capital budget.

DOCUMENT 12

**From:** Alan Gray

**Sent:** Monday, October 30, 2023 10:40 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>

**Cc:** DG Health & Social Care <DGHSC@gov.scot>; John Burns <John.Burns@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; [REDACTED] <[REDACTED]@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Director of Budget and Public Spending <Directorofbudgetandpublicspending@gov.scot>; Deputy Director Infrastructure and Investment <DeputyDirectorInfrastructureAndInvestment@gov.scot>; Nuala Gormley <Nuala.Gormley@gov.scot>; Jamie MacDougall <Jamie.MacDougall@gov.scot>

**Subject:** Briefing - National Treatment Centres

CS

[Redacted: Section 30(b)(i)]

[Redacted: Section 30(b)(i)]

We would welcome the opportunity to discuss.

Kind regards

Alan Gray  
NTC – Senior Responsible Officer

ATTACHMENT 1 - [Redacted: Section 30(b)(i)]

DOCUMENT 13

**From:** Alan Gray

**Sent:** Friday, September 1, 2023 12:29 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; John Burns <John.Burns@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Director of Budget and Public Spending <Directorofbudgetandpublicspending@gov.scot>; Deputy Director Infrastructure and Investment <DeputyDirectorInfrastructureAndInvestment@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; David Hutchison <David.Hutchison@gov.scot>; Jamie MacDougall <Jamie.MacDougall@gov.scot>; Nuala Gormley <Nuala.Gormley@gov.scot>

**Subject:** National Treatment Centre programme - next phase

Cabinet Secretary

[Redacted: Section 30(b)(i)]

[Redacted: Section 30(b)(i)]

Regards

Alan Gray

NTC Programme – Senior Responsible Officer

ATTACHMENT 1 - [Redacted: Section 30(b)(i)]

DOCUMENT 14

**From:** Alan Gray

**Sent:** Monday, October 9, 2023 11:25 AM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>

**Cc:** John Burns <John.Burns@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>

**Subject:** National Treatment Centres - Forth Valley and Golden Jubilee Phase 2 revised programmes

CS

[Redacted: Section 30(b)(i)]

Kind regards

Alan (Gray) – NTC Senior Responsible Officer

[Redacted: Section 30(b)(i)]

## DOCUMENT 15

**From:** Alan Gray

**Sent:** Tuesday, November 14, 2023 9:31 AM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<CabSecNRHSC@gov.scot>

**Cc:** John Burns <John.Burns@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>;  
Richard McCallum <Richard.McCallum@gov.scot>; Alan Morrison  
<Alan.Morrison@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>; Emma Stewart  
<Emma.Stewart2@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>;  
Douglas McLaren <Douglas.McLaren@gov.scot>

**Subject:** NTC - update on NTC Forth Valley and Golden Jubilee Phase 2

**CS**

[Redacted: Section 30(b)(i)]

Alan Gray  
NTC - SRO

[Redacted: Section 30(b)(i)]

## DOCUMENT 16

**From:** Alan Gray

**Sent:** Monday, December 4, 2023 4:21 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<CabSecNRHSC@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>; Emma  
Stewart <Emma.Stewart2@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>

**Cc:** John Burns <John.Burns@gov.scot>; Douglas McLaren  
<Douglas.McLaren@gov.scot>; Julia McAteer <Julia.McAteer@gov.scot>; DG  
Health & Social Care <DGHSC@gov.scot>; Deputy First Minister and Cabinet  
Secretary for Finance <DFMCSF@gov.scot>; Deputy Director Infrastructure and  
Investment <DeputyDirectorInfrastructureAndInvestment@gov.scot>; Richard  
McCallum <Richard.McCallum@gov.scot>; Alan Morrison  
<Alan.Morrison@gov.scot>

**Subject:** RE: Waiting Times / NTC proposals

DFM / CS

As per request below I have attached a draft note (which could form the basis of a submission to FM) which may be of assistance in setting out the limited range of trade-offs that we have available. The note combines discussions reflected in the overall Scottish Government capital programme review (Option one and Option two) and the actions agreed following the recent meeting we had in relation to the next stages of the programme (Option three).

The option of undertaking the strategic review as proposed we still believe would provide the opportunity to consider the current programme in the context of operational requirements since 2015 and also the change in capital position.

I have agreed with colleagues in central finance that we could develop a final joint submission on options following any further feedback from discussions.

Kind regards

Alan Gray  
NTC SRO

**From:** [REDACTED] <[REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care  
**Sent:** Thursday, November 30, 2023 12:33 PM  
**To:** Tracy Slater <Tracy.Slater@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>  
**Cc:** John Burns <John.Burns@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>; Julia McAteer <Julia.McAteer@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>  
**Subject:** RE: Waiting Times / NTC proposals

Thanks Tracy,

[Redacted: Section 30(b)(i)]

[Redacted: Section 30(b)(i)]

Thanks,

[Redacted: Section 38(1)(b)]

**From:** Tracy Slater <Tracy.Slater@gov.scot>  
**Sent:** Monday, November 27, 2023 9:55 AM  
**To:** Emma Stewart <Emma.Stewart2@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>  
**Cc:** John Burns <John.Burns@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>; Julia McAteer <Julia.McAteer@gov.scot>  
**Subject:** RE: Waiting Times / NTC proposals

Thanks Jennie

[OUT OF SCOPE]

Re the note, this was drafted at the request of DFM and Cab Sec for DFM to use to speak to FM to explain rationale and not to issue directly to FM in that context.

On that basis there is no expectation to provide any further submissions until DFM and Cab Sec have discussed with FM.

Hope this context is helpful.

Tracy

**From:** Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>  
**Sent:** Friday, November 24, 2023 2:12 PM  
**To:** Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>; Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>; Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>  
**Cc:** John Burns <[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>; Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; Douglas McLaren <[Douglas.McLaren@gov.scot](mailto:Douglas.McLaren@gov.scot)>; Julia McAteer <[Julia.McAteer@gov.scot](mailto:Julia.McAteer@gov.scot)>  
**Subject:** RE: Waiting Times / NTC proposals

Jennie,

[OUT OF SCOPE]

Thanks,

Emma Stewart, Team Leader – Planned Care Policy & Performance, Directorate for Chief Operating Officer, NHS Scotland | Scottish Government | 5 Atlantic Quay, 150 Broomielaw, Glasgow G2 8LU  
e: [emma.stewart2@gov.scot](mailto:emma.stewart2@gov.scot) [Redacted: Section 38(1)(b)]

**From:** Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>  
**Sent:** Friday, November 24, 2023 1:40 PM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>; Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>  
**Cc:** John Burns <[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>; Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; Douglas McLaren <[Douglas.McLaren@gov.scot](mailto:Douglas.McLaren@gov.scot)>; Julia McAteer <[Julia.McAteer@gov.scot](mailto:Julia.McAteer@gov.scot)>; Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>  
**Subject:** RE: Waiting Times / NTC proposals

Hi,

Thank you for adding me and sharing the note, [Redacted: Section 38(1)(b)].

[Redacted: Section 30(b)(i)]

Jennie

**From:** [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care  
**Sent:** Friday, November 24, 2023 1:21 PM  
**To:** Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>; Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>  
**Cc:** John Burns <[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>; Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; Douglas McLaren <[Douglas.McLaren@gov.scot](mailto:Douglas.McLaren@gov.scot)>; Julia McAteer <[Julia.McAteer@gov.scot](mailto:Julia.McAteer@gov.scot)>; Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>; Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>  
**Subject:** RE: Waiting Times / NTC proposals

Thanks all,

Adding Jennie to the chain.

Thanks,

[Redacted: Section 38(1)(b)]

**From:** Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>

**Sent:** Tuesday, November 21, 2023 6:03 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>

**Cc:** John Burns <[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>; Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>;  
Douglas McLaren <[Douglas.McLaren@gov.scot](mailto:Douglas.McLaren@gov.scot)>; Julia McAteer  
<[Julia.McAteer@gov.scot](mailto:Julia.McAteer@gov.scot)>; Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>

**Subject:** Waiting Times / NTC proposals

Ps/Cabinet Secretary

CC: as above

Please see submission requested following meeting with Cab Sec and DFM on 20 November. If the Cab Sec is content we will send this on to DFM.

Thank you

Tracy

ATTACHMENT 1 - [Redacted: Section 30(b)(i)]

addition to being classified as Official Sensitive]

DOCUMENT 17

REMOVED – Email chain continued in Document 27

DOCUMENT 18

**From:** Alan Gray

**Sent:** Thursday, November 30, 2023 10:17 AM

**To:** First Minister <[FirstMinister@gov.scot](mailto:FirstMinister@gov.scot)>; Cabinet Secretary for NHS Recovery,  
Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>

**Cc:** DG Health & Social Care <[DGHSC@gov.scot](mailto:DGHSC@gov.scot)>; Richard McCallum  
<[Richard.McCallum@gov.scot](mailto:Richard.McCallum@gov.scot)>; Alan Morrison <[Alan.Morrison@gov.scot](mailto:Alan.Morrison@gov.scot)>; John  
Burns <[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>; Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>; Callum  
McCaig <[Callum.McCaig@gov.scot](mailto:Callum.McCaig@gov.scot)>; David Hutchison  
<[David.Hutchison@gov.scot](mailto:David.Hutchison@gov.scot)>; Director of Budget and Public Spending  
<[Directorofbudgetandpublicspending@gov.scot](mailto:Directorofbudgetandpublicspending@gov.scot)>; Deputy Director Infrastructure and  
Investment <[DeputyDirectorInfrastructureAndInvestment@gov.scot](mailto:DeputyDirectorInfrastructureAndInvestment@gov.scot)>; Rachel Craig  
<[Rachel.Craig@gov.scot](mailto:Rachel.Craig@gov.scot)>; Gemma Dalton <[Gemma.Dalton@gov.scot](mailto:Gemma.Dalton@gov.scot)>; Jamie  
MacDougall <[Jamie.MacDougall@gov.scot](mailto:Jamie.MacDougall@gov.scot)>; Douglas McLaren  
<[Douglas.McLaren@gov.scot](mailto:Douglas.McLaren@gov.scot)>; Permanent Secretary  
<[PermanentSecretary@gov.scot](mailto:PermanentSecretary@gov.scot)>

**Subject:** FM submission - National Treatment Centre programme

FM / CS

As requested please find attached an updated briefing in relation to the National Treatment Centres in construction.

I shall be happy to provide any further information required.

Kind regards

Alan Gray  
NTC - SRO

ATTACHMENT 1 - [Redacted: Section 30(b)(i)]

DOCUMENT 19

**From:** Alan Gray <Alan.Gray2@gov.scot>  
**Sent:** Wednesday, November 1, 2023 7:12 PM  
**To:** Jennie Gollan <Jennie.Gollan@gov.scot>; [REDACTED]<  
[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>;  
**Cc:** Mark Taylor <Mark.Taylor@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>  
**Subject:** Re: SPAD VIEW: media query: NTC check

Thanks for note

[Redacted: Section 30(b)(i)]

KR

Alan

---

**From:** Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>  
**Sent:** Wednesday, November 1, 2023 6:21:51 PM  
**To:** Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; [REDACTED]<  
[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>;  
**Cc:** Mark Taylor <[Mark.Taylor@gov.scot](mailto:Mark.Taylor@gov.scot)>; Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>  
**Subject:** RE: SPAD VIEW: media query: NTC check

[Redacted: Section 30(b)(i)]

[Redacted: Section 30(b)(i)]

Copying Cab Sec PO

[Redacted: Section 30(b)(i)]

**From:** Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>  
**Sent:** 01 November 2023 17:02  
**To:** Richard Clarke <[REDACTED]<  
[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>;Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>  
**Cc:** Mark Taylor <[Mark.Taylor@gov.scot](mailto:Mark.Taylor@gov.scot)>  
**Subject:** RE: SPAD VIEW: media query: NTC check  
No issues with suggested drafting and happy with the proposal  
Have a nice evening and thanks for your support

Alan

**From:** [REDACTED] <[REDACTED]@gov.scot>;  
**Sent:** Wednesday, November 1, 2023 4:44 PM  
**To:** Jennie Gollan <Jennie.Gollan@gov.scot>  
**Cc:** Alan Gray <Alan.Gray2@gov.scot>; Mark Taylor <Mark.Taylor@gov.scot>  
**Subject:** SPAD VIEW: media query: NTC check  
Thanks Alan,

[Redacted: Section 30(b)(i)]

[Redacted: Section 38(1)(b)]

**From:** Alan Gray <Alan.Gray2@gov.scot>  
**Sent:** Wednesday, November 1, 2023 4:05 PM  
**To:** Mark Taylor <Mark.Taylor@gov.scot>; [REDACTED] <[REDACTED]@gov.scot>;  
**Subject:** FW: media query: NTC check

[Redacted: Section 30(b)(i)]

**From:** [REDACTED] <[REDACTED]@gov.scot>;  
**Sent:** Wednesday, November 1, 2023 3:52 PM  
**To:** Alan Gray <Alan.Gray2@gov.scot>  
**Cc:** Mark Taylor <Mark.Taylor@gov.scot>  
**Subject:** RE: media query: NTC check  
Thanks Alan,

[Redacted: Section 30(b)(i)]

[Redacted: Section 30(b)(i)]  
Richard

[Redacted: Section 30(b)(i)]

**From:** Alan Gray <Alan.Gray2@gov.scot>  
**Sent:** Wednesday, November 1, 2023 1:13 PM  
**To:** [REDACTED] <[REDACTED]@gov.scot>;  
**Subject:** RE: media query: NTC check  
Richard

[Redacted: Section 30(b)(i)]

Hope this helps  
Alan

**From:** [REDACTED] <[REDACTED]@gov.scot>;  
**Sent:** Wednesday, November 1, 2023 12:55 PM  
**To:** Alan Gray <Alan.Gray2@gov.scot>; Julia McAteer <Julia.McAteer@gov.scot>; Mark Taylor <Mark.Taylor@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>; Kirsty Elliott <Kirsty.Elliott@gov.scot>; Victoria Kelly <Victoria.Kelly@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>; [REDACTED] <[REDACTED]@gov.scot>;  
**Cc:** Communications NHS Recovery, Health and Social Care <CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot>  
**Subject:** RE: media query: NTC check  
Thanks Alan,

[Redacted: Section 30(b)(i)]

Thanks

[Redacted: Section 38(1)(b)]

**From:** Alan Gray <Alan.Gray2@gov.scot>

**Sent:** Wednesday, November 1, 2023 11:30 AM

**To:** [REDACTED] <[REDACTED]@gov.scot>; Julia McAteer <Julia.McAteer@gov.scot>; Mark Taylor <Mark.Taylor@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>; Kirsty Elliott <Kirsty.Elliott@gov.scot>; Victoria Kelly <Victoria.Kelly@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>; [REDACTED] <[REDACTED]@gov.scot>;

**Cc:** Communications NHS Recovery, Health and Social Care <CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot>

**Subject:** RE: media query: NTC check

The current position is that

1. There is a review of all capital projects ongoing at present across Scottish Government
2. The outcome of this review will confirm the position regarding future funding for health and social care infrastructure investment, including the National Treatment Centres.
3. The confirmation of funding should then create certainty regarding the NTC programme – dates for opening of any new Centres will be agreed at the point the full business case is agreed.

Thanks

**From:** [REDACTED] <[REDACTED]@gov.scot>;

**Sent:** Wednesday, November 1, 2023 10:52 AM

**To:** Julia McAteer <Julia.McAteer@gov.scot>; Mark Taylor <Mark.Taylor@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>; Kirsty Elliott <Kirsty.Elliott@gov.scot>; Victoria Kelly <Victoria.Kelly@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>; [REDACTED] <[REDACTED]@gov.scot>;

**Cc:** Communications NHS Recovery, Health and Social Care <CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot>

**Subject:** RE: media query: NTC check

Thanks Julia,

Another issue to flag – Dawn Thompson has contacted NHS Ayrshire and Arran for an update on their NTC plans:

*Hi Miriam and team,*

*I hope you're well. I wondered if you could please tell me what the latest estimate for the NTC being open to patients is? I'm asking all boards where NTCs are being planned.*

They have issued the below lines, is there anything in here that is new and not already in the public domain? I expect we will get approached by Dawn for comment once she has all her responses.

Thanks

[Redacted: Section 38(1)(b)]

### **National Treatment Centre Ayrshire & Arran**

#### **Statement by Nicola Graham, Director of Infrastructure and Support Service**

The Full Business Case (FBC) for the National Treatment Centre Ayrshire & Arran was due to be submitted for approval at the Ayrshire and Arran NHS Board meeting in May this year.

However, following consultation with the Scottish Government Health Directorates Capital Investment Group (CIG), this was deferred.

We do not currently have a new date for the FBC to be submitted to Board. Following Board approval, the FBC will be submitted to CIG. FBC approval by CIG is required to allow the building contract to be awarded and the project delivered.

**From:** Julia McAteer <[Julia.McAteer@gov.scot](mailto:Julia.McAteer@gov.scot)>

**Sent:** Wednesday, November 1, 2023 10:08 AM

**To:** Mark Taylor <[Mark.Taylor@gov.scot](mailto:Mark.Taylor@gov.scot)>; [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>; Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>; Kirsty Elliott <[Kirsty.Elliott@gov.scot](mailto:Kirsty.Elliott@gov.scot)>; Victoria Kelly <[Victoria.Kelly@gov.scot](mailto:Victoria.Kelly@gov.scot)>; Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>; Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>;

**Cc:** Communications NHS Recovery, Health and Social Care <[CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot](mailto:CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot)>

**Subject:** RE: media query: NTC check

Hi Mark – I believe there is a meeting next Friday with Forth Valley, and we can updated thereafter, I don't think we have a firm date as yet given but Alan will be able to confirm. Thanks

Julia

Julia McAteer

Head of Planned Care Policy

[Redacted: Section 38(1)(b)]

**From:** Mark Taylor <[Mark.Taylor@gov.scot](mailto:Mark.Taylor@gov.scot)>

**Sent:** Wednesday, November 1, 2023 10:05 AM

**To:** Julia McAteer <[Julia.McAteer@gov.scot](mailto:Julia.McAteer@gov.scot)>; [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>; Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>; Kirsty Elliott <[Kirsty.Elliott@gov.scot](mailto:Kirsty.Elliott@gov.scot)>; Victoria Kelly <[Victoria.Kelly@gov.scot](mailto:Victoria.Kelly@gov.scot)>; Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>; Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>;

**Cc:** Communications NHS Recovery, Health and Social Care <[CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot](mailto:CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot)>

**Subject:** RE: media query: NTC check

Hi, can I just piggy back on this to see if there's any update on when a potential official opening of Forth Valley NTC might happen? I think we had it pencilled in for mid-November.

Thanks

Mark

Mark Taylor

Team Leader Communications Health and Social Care

Scottish Government

[Redacted: Section 38(1)(b)]

[Mark.Taylor@gov.scot](mailto:Mark.Taylor@gov.scot)

**From:** Julia McAteer <[Julia.McAteer@gov.scot](mailto:Julia.McAteer@gov.scot)>

**Sent:** Wednesday, November 1, 2023 10:04 AM

**To:** [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>; Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>; Kirsty Elliott <[Kirsty.Elliott@gov.scot](mailto:Kirsty.Elliott@gov.scot)>; Victoria Kelly <[Victoria.Kelly@gov.scot](mailto:Victoria.Kelly@gov.scot)>; Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>; Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>;

**Cc:** Mark Taylor <[Mark.Taylor@gov.scot](mailto:Mark.Taylor@gov.scot)>; Communications NHS Recovery, Health and Social Care <[CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot](mailto:CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot)>

**Subject:** RE: media query: NTC check

Thanks Richard – nothing contentious in there from my opinion – copying Alan to ensure he is also content.

Thanks

Julia

Julia McAteer

Head of Planned Care Policy

[Redacted: Section 38(1)(b)]

**From:** [REDACTED]< [REDACTED]@gov.scot>;  
**Sent:** Wednesday, November 1, 2023 9:59 AM  
**To:** Emma Stewart <Emma.Stewart2@gov.scot>; Kirsty Elliott <Kirsty.Elliott@gov.scot>; Julia McAteer <Julia.McAteer@gov.scot>; Victoria Kelly <Victoria.Kelly@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>  
**Cc:** Mark Taylor <Mark.Taylor@gov.scot>; Communications NHS Recovery, Health and Social Care <CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot>  
**Subject:** media query: NTC check

Hi folks,  
Couple of things to flag today re NTCs, firstly this ask from NHS Grampian comms – are you happy with this holding response to the query outlined in the email below? 'We are currently in the process of updating the web pages. The latest information on our NTC project is summarised in this newsletter: [ntc-g\\_newsletter\\_issue\\_5.pdf \(nhsgrampian.org\)](#) and we hope to have further updates to share in the next few weeks.'  
Thanks  
[Redacted: Section 38(1)(b)]

**From:** [REDACTED]< [REDACTED]@gov.scot>;  
**Sent:** Tuesday, October 31, 2023 9:41 AM  
**To:** Mark Taylor <Mark.Taylor@gov.scot>  
**Subject:** Fw: NTC check

Hi Mark  
I just wanted to flag some media interest in our NTC timetable. I understand a meeting is scheduled with Scot Gov and NHS Grampian colleagues this week to firm up funding and an updated timeline so I'm in the process of checking the following holding line with a number of colleagues:  
'We are currently in the process of updating the web pages. The latest information on our NTC project is summarised in this newsletter: [ntc-g\\_newsletter\\_issue\\_5.pdf \(nhsgrampian.org\)](#) and we hope to have further updates to share in the next few weeks.'  
Please shout if there is anything you feel we should add to this. It would also be really helpful to gain some direction from national colleagues on how you would like us to frame the comms following the meeting. I understand colleagues will pick up with those at the meeting about comms specifically, but just so you are aware and can advise.  
Many thanks  
[Redacted: Section 38(1)(b)]

---

**From:** [REDACTED]< [REDACTED]@gov.scot>;  
**Sent:** 30 October 2023 16:03  
**To:** GRAM Communications <gram.communications@nhs.scot>  
**Subject:** NTC check

Hi everyone,  
I hope you're all well.  
Can I please check the timetable for the Grampian NTC?  
I tried the online links but for some reason they don't seem to be working.  
Many thanks for your time,  
[Redacted: Section 38(1)(b)]

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This email is intended for the named recipient only. If you have received it by mistake, please (i) contact the sender by email reply; (ii) delete the email from your system; . and (iii) do not copy the email or disclose its contents to anyone.  
-----  
-----

DOCUMENT 20

**From:** Alan Gray

**Sent:** Wednesday, November 15, 2023 10:24 AM

**To:** Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>

**Cc:** Permanent Secretary <PermanentSecretary@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; John Burns <John.Burns@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Callum McCaig <Callum.Mccaig@gov.scot>; David Hutchison <David.Hutchison@gov.scot>; Director of Budget and Public Spending <Directorofbudgetandpublicspending@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; Nuala Gormley <Nuala.Gormley@gov.scot>; Jamie MacDougall <Jamie.MacDougall@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>  
**Subject:** Submission - National Treatment Centres

## **DFM / CS**

Please find attached a submission in relation to the National Treatment Centre programme in advance of the scheduled meeting tomorrow to discuss planned care. This submission replaces the earlier document that was circulated yesterday.

Kind regards

**Alan Gray**  
**NTC - SRO**

ATTACHMENT 1 - [Redacted: Section 30(b)(i)]

DOCUMENT 21

**From:** Alan Gray

**Sent:** Thursday, November 9, 2023 2:32 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>

**Subject:** RE: National Treatment Centres - Forth Valley and Golden Jubilee Phase 2 revised programmes

[Redacted: Section 38(1)(b)]

Thanks for the note – I was proposing to provide a further update following ongoing discussion with FV and GJ. We are due to have another round of discussions tomorrow and can provide an update on Monday if that would be in order

Kind regards

Alan

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care

**Sent:** Thursday, November 9, 2023 2:28 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care

<CabSecNRHSC@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>  
**Cc:** John Burns <John.Burns@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>;  
DG Health & Social Care <DGHSC@gov.scot>; Douglas McLaren  
<Douglas.McLaren@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>;  
Emma Stewart <Emma.Stewart2@gov.scot>; Jennie Gollan  
<Jennie.Gollan@gov.scot>  
**Subject:** RE: National Treatment Centres - Forth Valley and Golden Jubilee Phase 2  
revised programmes

Hi Alan,

[Redacted: Section 30(b)(i)]

Thanks,

[Redacted: Section 38(1)(b)]

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for  
NHS Recovery, Health and Social Care  
**Sent:** Tuesday, October 10, 2023 2:49 PM  
**To:** Alan Gray <Alan.Gray2@gov.scot>; Cabinet Secretary for NHS Recovery,  
Health and Social Care <CabSecNRHSC@gov.scot>  
**Cc:** John Burns <John.Burns@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>;  
DG Health & Social Care <DGHSC@gov.scot>; Douglas McLaren  
<Douglas.McLaren@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>;  
Emma Stewart <Emma.Stewart2@gov.scot>  
**Subject:** RE: National Treatment Centres - Forth Valley and Golden Jubilee Phase 2  
revised programmes

Hi Alan,

[Redacted: Section 30(b)(i)]

Grateful for a reply as soon as possible please.

Kind regards,

[Redacted: Section 38(1)(b)]

**From:** Alan Gray <Alan.Gray2@gov.scot>  
**Sent:** Monday, October 9, 2023 2:15 PM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<CabSecNRHSC@gov.scot>  
**Cc:** John Burns <John.Burns@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>;  
DG Health & Social Care <DGHSC@gov.scot>; Douglas McLaren  
<Douglas.McLaren@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>;  
Emma Stewart <Emma.Stewart2@gov.scot>  
**Subject:** RE: National Treatment Centres - Forth Valley and Golden Jubilee Phase 2  
revised programmes

[Redacted: Section 38(1)(b)]

[Redacted: Section 30(b)(i)]

Thanks

Alan

**From:** [REDACTED]< [REDACTED]@gov.scot>;**On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care  
**Sent:** Monday, October 9, 2023 2:00 PM  
**To:** Alan Gray <Alan.Gray2@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>  
**Cc:** John Burns <John.Burns@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>  
**Subject:** RE: National Treatment Centres - Forth Valley and Golden Jubilee Phase 2 revised programmes

Thanks Alan,

[Redacted: Section 30(b)(i)]

Thanks,

[Redacted: Section 38(1)(b)]

**From:** Alan Gray <Alan.Gray2@gov.scot>  
**Sent:** Monday, October 9, 2023 11:25 AM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>  
**Cc:** John Burns <John.Burns@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>  
**Subject:** National Treatment Centres - Forth Valley and Golden Jubilee Phase 2 revised programmes

CS

[Redacted: Section 30(b)(i)]

Kind regards

Alan (Gray) – NTC Senior Responsible Officer

[Redacted: Section 30(b)(i)]

DOCUMENT 22

**From:** Alan Gray  
**Sent:** Friday, November 3, 2023 10:34 AM  
**To:** [REDACTED]< [REDACTED]@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>  
**Cc:** Mark Taylor <Mark.Taylor@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>  
**Subject:** RE: SPAD VIEW: media query: NTC check

I would be content with the proposed wording

Alan

**From:** [REDACTED]< [REDACTED]@gov.scot>;  
**Sent:** Friday, November 3, 2023 10:33 AM  
**To:** Jennie Gollan <Jennie.Gollan@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>  
**Cc:** Mark Taylor <Mark.Taylor@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>  
**Subject:** RE: SPAD VIEW: media query: NTC check

Alan/Jennie,

Forth Valley have held their response but are asking for a clarification this morning on what they can say in their response.

Grateful for a steer on this please, I have tweaked a little as below – does this look ok?

**Tweaked response:**

The additional staffing required to deliver new and enhanced capacity to reduce national waiting lists is in already place. Patients are already being seen in the existing theatres with additional staffing as part of the first phase of the project. It will be fully completed when the new building is operational and this is expected to in the coming months - further enhancing the range of procedures that can be offered to patients in the Forth Valley National Treatment Centre.

Thanks

[Redacted: Section 38(1)(b)]

**From:** Jennie Gollan <Jennie.Gollan@gov.scot>  
**Sent:** Thursday, November 2, 2023 9:38 AM  
**To:** Alan Gray <Alan.Gray2@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>;  
**Cc:** Mark Taylor <Mark.Taylor@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>  
**Subject:** RE: SPAD VIEW: media query: NTC check

[Redacted: Section 30(b)(i)]

Jennie

**From:** Alan Gray <Alan.Gray2@gov.scot>  
**Sent:** 01 November 2023 19:12  
**To:** Jennie Gollan <Jennie.Gollan@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>;  
**Cc:** Mark Taylor <Mark.Taylor@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>  
**Subject:** Re: SPAD VIEW: media query: NTC check

Thanks for note

[Redacted: Section 30(b)(i)]

KR

Alan

---

**From:** Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>  
**Sent:** Wednesday, November 1, 2023 6:21:51 PM  
**To:** Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; [REDACTED]< [REDACTED]@gov.scot>;  
**Cc:** Mark Taylor <[Mark.Taylor@gov.scot](mailto:Mark.Taylor@gov.scot)>; Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>  
**Subject:** RE: SPAD VIEW: media query: NTC check

[Redacted: Section 30(b)(i)]

[Redacted: Section 30(b)(i)]

Copying Cab Sec PO

[Redacted: Section 30(b)(i)]

**From:** Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>  
**Sent:** 01 November 2023 17:02  
**To:** [REDACTED]< [REDACTED]@gov.scot>; Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>  
**Cc:** Mark Taylor <[Mark.Taylor@gov.scot](mailto:Mark.Taylor@gov.scot)>  
**Subject:** RE: SPAD VIEW: media query: NTC check

No issues with suggested drafting and happy with the proposal

Have a nice evening and thanks for your support

Alan

**From:** [REDACTED]< [REDACTED]@gov.scot>;  
**Sent:** Wednesday, November 1, 2023 4:44 PM  
**To:** Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>  
**Cc:** Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; Mark Taylor <[Mark.Taylor@gov.scot](mailto:Mark.Taylor@gov.scot)>  
**Subject:** SPAD VIEW: media query: NTC check

Thanks Alan,

[Redacted: Section 30(b)(i)]

Thanks

[Redacted: Section 38(1)(b)]

**From:** Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>  
**Sent:** Wednesday, November 1, 2023 4:05 PM  
**To:** Mark Taylor <[Mark.Taylor@gov.scot](mailto:Mark.Taylor@gov.scot)>; [REDACTED]< [REDACTED]@gov.scot>;  
**Subject:** FW: media query: NTC check

[Redacted: Section 30(b)(i)]

Thanks

**From:** [REDACTED]< [REDACTED]@gov.scot>;>  
**Sent:** Wednesday, November 1, 2023 3:52 PM  
**To:** Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>

**Cc:** Mark Taylor <[Mark.Taylor@gov.scot](mailto:Mark.Taylor@gov.scot)>  
**Subject:** RE: media query: NTC check

Thanks Alan,

[Redacted: Section 30(b)(i)]

Thanks  
Richard

**From:** Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>  
**Sent:** Wednesday, November 1, 2023 1:13 PM  
**To:** [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>;  
**Subject:** RE: media query: NTC check

Richard

[Redacted: Section 30(b)(i)]

Hope this helps

Alan

**From:** [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>;  
**Sent:** Wednesday, November 1, 2023 12:55 PM  
**To:** Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; Julia McAteer <[Julia.McAteer@gov.scot](mailto:Julia.McAteer@gov.scot)>; Mark Taylor <[Mark.Taylor@gov.scot](mailto:Mark.Taylor@gov.scot)>; Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>; Kirsty Elliott <[Kirsty.Elliott@gov.scot](mailto:Kirsty.Elliott@gov.scot)>; Victoria Kelly <[Victoria.Kelly@gov.scot](mailto:Victoria.Kelly@gov.scot)>; Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>; [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>;  
**Cc:** Communications NHS Recovery, Health and Social Care <[CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot](mailto:CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot)>  
**Subject:** RE: media query: NTC check

Thanks Alan,

[Redacted: Section 30(b)(i)]

Thanks

[Redacted: Section 38(1)(b)]

**From:** Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>  
**Sent:** Wednesday, November 1, 2023 11:30 AM  
**To:** [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>; Julia McAteer <[Julia.McAteer@gov.scot](mailto:Julia.McAteer@gov.scot)>; Mark Taylor <[Mark.Taylor@gov.scot](mailto:Mark.Taylor@gov.scot)>; Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>; Kirsty Elliott <[Kirsty.Elliott@gov.scot](mailto:Kirsty.Elliott@gov.scot)>; Victoria Kelly <[Victoria.Kelly@gov.scot](mailto:Victoria.Kelly@gov.scot)>; Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>; [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>;  
**Cc:** Communications NHS Recovery, Health and Social Care <[CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot](mailto:CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot)>  
**Subject:** RE: media query: NTC check

The current position is that

1. There is a review of all capital projects ongoing at present across Scottish Government

2. The outcome of this review will confirm the position regarding future funding for health and social care infrastructure investment, including the National Treatment Centres.
3. The confirmation of funding should then create certainty regarding the NTC programme – dates for opening of any new Centres will be agreed at the point the full business case is agreed.

Thanks

**From:** [REDACTED] <[REDACTED]@gov.scot>;

**Sent:** Wednesday, November 1, 2023 10:52 AM

**To:** Julia McAteer <Julia.McAteer@gov.scot>; Mark Taylor <Mark.Taylor@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>; Kirsty Elliott <Kirsty.Elliott@gov.scot>; Victoria Kelly <Victoria.Kelly@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>; [REDACTED] <[REDACTED]@gov.scot>; **Cc:** Communications NHS Recovery, Health and Social Care <CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot>

**Subject:** RE: media query: NTC check

[Redacted: Section 30(b)(i)]

Thanks

[Redacted: Section 38(1)(b)]

**National Treatment Centre Ayrshire & Arran  
Statement by Nicola Graham, Director of Infrastructure and Support Service**

The Full Business Case (FBC) for the National Treatment Centre Ayrshire & Arran was due to be submitted for approval at the Ayrshire and Arran NHS Board meeting in May this year.

However, following consultation with the Scottish Government Health Directorates Capital Investment Group (CIG), this was deferred.

We do not currently have a new date for the FBC to be submitted to Board. Following Board approval, the FBC will be submitted to CIG. FBC approval by CIG is required to allow the building contract to be awarded and the project delivered.

**From:** Julia McAteer <Julia.McAteer@gov.scot>

**Sent:** Wednesday, November 1, 2023 10:08 AM

**To:** Mark Taylor <Mark.Taylor@gov.scot>; [REDACTED] <[REDACTED]@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>; Kirsty Elliott <Kirsty.Elliott@gov.scot>; Victoria Kelly <Victoria.Kelly@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>; [REDACTED] <[REDACTED]@gov.scot>;

**Cc:** Communications NHS Recovery, Health and Social Care <CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot>

**Subject:** RE: media query: NTC check

Hi Mark – I believe there is a meeting next Friday with Forth Valley, and we can updated thereafter, I don't think we have a firm date as yet given but Alan will be able to confirm.

Thanks  
Julia

Julia McAteer  
Head of Planned Care Policy  
[Redacted: Section 38(1)(b)]

**From:** Mark Taylor <[Mark.Taylor@gov.scot](mailto:Mark.Taylor@gov.scot)>  
**Sent:** Wednesday, November 1, 2023 10:05 AM  
**To:** Julia McAteer <[Julia.McAteer@gov.scot](mailto:Julia.McAteer@gov.scot)>; [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>; Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>; Kirsty Elliott <[Kirsty.Elliott@gov.scot](mailto:Kirsty.Elliott@gov.scot)>; Victoria Kelly <[Victoria.Kelly@gov.scot](mailto:Victoria.Kelly@gov.scot)>; Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>; Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>;  
**Cc:** Communications NHS Recovery, Health and Social Care <[CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot](mailto:CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot)>  
**Subject:** RE: media query: NTC check

Hi, can I just piggy back on this to see if there's any update on when a potential official opening of Forth Valley NTC might happen? I think we had it pencilled in for mid-November.

Thanks  
Mark

Mark Taylor  
Team Leader Communications Health and Social Care  
Scottish Government  
07580905996 [Redacted: Section 38(1)(b)]  
[Mark.Taylor@gov.scot](mailto:Mark.Taylor@gov.scot)

**From:** Julia McAteer <[Julia.McAteer@gov.scot](mailto:Julia.McAteer@gov.scot)>  
**Sent:** Wednesday, November 1, 2023 10:04 AM  
**To:** [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>; Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>; Kirsty Elliott <[Kirsty.Elliott@gov.scot](mailto:Kirsty.Elliott@gov.scot)>; Victoria Kelly <[Victoria.Kelly@gov.scot](mailto:Victoria.Kelly@gov.scot)>; Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>; Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>;  
**Cc:** Mark Taylor <[Mark.Taylor@gov.scot](mailto:Mark.Taylor@gov.scot)>; Communications NHS Recovery, Health and Social Care <[CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot](mailto:CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot)>  
**Subject:** RE: media query: NTC check

Thanks Richard – nothing contentious in there from my opinion – copying Alan to ensure he is also content.

Thanks  
Julia

Julia McAteer  
Head of Planned Care Policy  
[Redacted: Section 38(1)(b)]

**From:** [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>;  
**Sent:** Wednesday, November 1, 2023 9:59 AM  
**To:** Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>; Kirsty Elliott <[Kirsty.Elliott@gov.scot](mailto:Kirsty.Elliott@gov.scot)>; Julia McAteer <[Julia.McAteer@gov.scot](mailto:Julia.McAteer@gov.scot)>; Victoria Kelly <[Victoria.Kelly@gov.scot](mailto:Victoria.Kelly@gov.scot)>; Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>  
**Cc:** Mark Taylor <[Mark.Taylor@gov.scot](mailto:Mark.Taylor@gov.scot)>; Communications NHS Recovery, Health and Social Care

<CommunicationsNHSRecoveryHealthAndSocialCare@gov.scot>

**Subject:** media query: NTC check

Hi folks,

Couple of things to flag today re NTCs, firstly this ask from NHS Grampian comms – are you happy with this holding response to the query outlined in the email below?

'We are currently in the process of updating the web pages. The latest information on our NTC project is summarised in this newsletter: [ntc-g\\_newsletter\\_issue\\_5.pdf](#) ([nhsgrampian.org](#)) and we hope to have further updates to share in the next few weeks.'

Thanks

[Redacted: Section 38(1)(b)]

**From:** Katy Jones (NHS Grampian) <[katy.jones@nhs.scot](mailto:katy.jones@nhs.scot)>

**Sent:** Tuesday, October 31, 2023 9:41 AM

**To:** Mark Taylor <[Mark.Taylor@gov.scot](mailto:Mark.Taylor@gov.scot)>

**Subject:** Fw: NTC check

Hi Mark

I just wanted to flag some media interest in our NTC timetable. I understand a meeting is scheduled with Scot Gov and NHS Grampian colleagues this week to firm up funding and an updated timeline so I'm in the process of checking the following holding line with a number of colleagues:

'We are currently in the process of updating the web pages. The latest information on our NTC project is summarised in this newsletter: [ntc-g\\_newsletter\\_issue\\_5.pdf](#) ([nhsgrampian.org](#)) and we hope to have further updates to share in the next few weeks.'

Please shout if there is anything you feel we should add to this. It would also be really helpful to gain some direction from national colleagues on how you would like us to frame the comms following the meeting. I understand colleagues will pick up with those at the meeting about comms specifically, but just so you are aware and can advise.

Many thanks

[Redacted: Section 38(1)(b)]

---

**From:** Dawn Thompson <[dawnthompson@mail.com](mailto:dawnthompson@mail.com)>

**Sent:** 30 October 2023 16:03

**To:** GRAM Communications <[gram.communications@nhs.scot](mailto:gram.communications@nhs.scot)>

**Subject:** NTC check

Hi everyone,

I hope you're all well.

Can I please check the timetable for the Grampian NTC?

I tried the online links but for some reason they don't seem to be working.

Many thanks for your time,

[Redacted: Section 38(1)(b)]

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This email is intended for the named recipient only. If you have received it by mistake,  
please (i) contact the sender by email reply; (ii) delete the email from your system; .  
and (iii) do not copy the email or disclose its contents to anyone.  
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DOCUMENT 23

**From:** Alan Gray  
**Sent:** Wednesday, November 29, 2023 1:18 PM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<CabSecNRHSC@gov.scot>  
**Subject:** RE: NTC FV and Golden Jubilee Phase 2 - update

[Redacted: Section 38(1)(b)]

Thanks for passing on and we will provide further updates as we are advised on  
progress from the project teams.

Kind regards

Alan

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for  
NHS Recovery, Health and Social Care  
**Sent:** Wednesday, November 29, 2023 12:34 PM  
**To:** Alan Gray <Alan.Gray2@gov.scot>; DG Health & Social Care  
<DGHSC@gov.scot>  
**Cc:** Jennie Gollan <Jennie.Gollan@gov.scot>; Douglas McLaren  
<Douglas.McLaren@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>;  
Cabinet Secretary for NHS Recovery, Health and Social Care  
<CabSecNRHSC@gov.scot>  
**Subject:** FW: NTC FV and Golden Jubilee Phase 2 - update

Hi Alan,

Please see FM feedback below.

Kind regards,

[Redacted: Section 38(1)(b)]

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** First Minister  
**Sent:** Wednesday, November 29, 2023 11:02 AM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<CabSecNRHSC@gov.scot>; First Minister <FirstMinister@gov.scot>  
**Cc:** Jennie Gollan <Jennie.Gollan@gov.scot>; Deputy First Minister and Cabinet  
Secretary for Finance <DFMCSF@gov.scot>  
**Subject:** RE: NTC FV and Golden Jubilee Phase 2 - update

Donne,

The First Minister has noted. He added it should go without saying that we require these projects to be opened at the earliest, and safest, opportunity.

Many thanks,

[Redacted: Section 38(1)(b)]

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care

**Sent:** Wednesday, November 22, 2023 5:13 PM

**To:** First Minister <FirstMinister@gov.scot>

**Cc:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>

**Subject:** NTC FV and Golden Jubilee Phase 2 - update

FMPO

cc DFMPO

[Redacted: Section 30(b)(i)]

Kind regards,

[Redacted: Section 38(1)(b)]

DOCUMENT 24

**From:** Alan Gray

**Sent:** Tuesday, December 5, 2023 6:33 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>

**Cc:** John Burns <John.Burns@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>; Julia McAteer <Julia.McAteer@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Director of Budget and Public Spending <Directorofbudgetandpublicspending@gov.scot>; Deputy Director Infrastructure and Investment <DeputyDirectorInfrastructureAndInvestment@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>

**Subject:** RE: Waiting Times / NTC proposals

[Redacted: Section 38(1)(b)]

Many thanks for the note.

In terms of the proposed allocations the only further comments we would add are:

- In overall terms the proposed overall capital allocation for the portfolio is less than we had planned for and will not allow us to meet our commitment to double maintenance and essential equipment replacement spend by the end of the parliamentary period.

- Increasing maintenance spend was our priority given the requirement to operate from an ageing estate and the significant backlog of equipment replacement that we now have, much of which is essential to day to day healthcare provision. The level of funding we have made available for this purpose has not risen for a considerable period, whilst costs of undertaking maintenance have increased significantly in recent years.
- As noted in the draft NTC submission our preference remains Option Three whereby we undertake the strategic review of future elective care requirements (including workforce and infrastructure) and look at options for a reduced scope NTC at the Carrick Glen site. As there will be limitations to the type of patient that would be suitable for treatment on this site, the benefits over the short to medium term of developing in line with the proposed final business case would be limited in terms of reducing waiting times for those patient currently listed. Furthermore, there is no source of funding within the portfolio (without reducing services elsewhere) to meet the £12m operational running costs as set out in the final business case.

Hope the above is of assistance and shall be happy to respond to any further queries

Kind regards

Alan

**From:** [REDACTED] <[REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care

**Sent:** Tuesday, December 5, 2023 4:25 PM

**To:** Alan Gray <Alan.Gray2@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>

**Cc:** John Burns <John.Burns@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>; Julia McAteer <Julia.McAteer@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>; Deputy Director Infrastructure and Investment <DeputyDirectorInfrastructureAndInvestment@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>

**Subject:** RE: Waiting Times / NTC proposals

Thanks Alan,

This is with the Cab Sec for consideration. I'd be grateful if you can confirm if anything has changed/needs updated following the allocations?

Thanks,

[Redacted: Section 38(1)(b)]

**From:** Alan Gray <Alan.Gray2@gov.scot>

**Sent:** Monday, December 4, 2023 4:21 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>

**Cc:** John Burns <John.Burns@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>; Julia McAteer <Julia.McAteer@gov.scot>; DG

Health & Social Care <[DGHSC@gov.scot](mailto:DGHSC@gov.scot)>; Deputy First Minister and Cabinet Secretary for Finance <[DFMCSF@gov.scot](mailto:DFMCSF@gov.scot)>; Deputy Director Infrastructure and Investment <[DeputyDirectorInfrastructureAndInvestment@gov.scot](mailto:DeputyDirectorInfrastructureAndInvestment@gov.scot)>; Richard McCallum <[Richard.McCallum@gov.scot](mailto:Richard.McCallum@gov.scot)>; Alan Morrison <[Alan.Morrison@gov.scot](mailto:Alan.Morrison@gov.scot)>

**Subject:** RE: Waiting Times / NTC proposals

DFM / CS

As per request below I have attached a draft note (which could form the basis of a submission to FM) which may be of assistance in setting out the limited range of trade-offs that we have available. The note combines discussions reflected in the overall Scottish Government capital programme review (Option one and Option two) and the actions agreed following the recent meeting we had in relation to the next stages of the programme (Option three).

The option of undertaking the strategic review as proposed we still believe would provide the opportunity to consider the current programme in the context of operational requirements since 2015 and also the change in capital position.

I have agreed with colleagues in central finance that we could develop a final joint submission on options following any further feedback from discussions.

Kind regards

Alan Gray  
NTC SRO

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care

**Sent:** Thursday, November 30, 2023 12:33 PM

**To:** Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>; Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>; Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>; Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>

**Cc:** John Burns <[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>; Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; Douglas McLaren <[Douglas.McLaren@gov.scot](mailto:Douglas.McLaren@gov.scot)>; Julia McAteer <[Julia.McAteer@gov.scot](mailto:Julia.McAteer@gov.scot)>; DG Health & Social Care <[DGHSC@gov.scot](mailto:DGHSC@gov.scot)>; Deputy First Minister and Cabinet Secretary for Finance <[DFMCSF@gov.scot](mailto:DFMCSF@gov.scot)>

**Subject:** RE: Waiting Times / NTC proposals

Thanks Tracy,

[Redacted: Section 30(b)(i)]

[Redacted: Section 30(b)(i)]

Thanks,

[Redacted: Section 38(1)(b)]

**From:** Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>

**Sent:** Monday, November 27, 2023 9:55 AM

**To:** Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>; Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>; Cabinet Secretary for NHS Recovery, Health and Social

Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>

**Cc:** John Burns <[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>; Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; Douglas McLaren <[Douglas.McLaren@gov.scot](mailto:Douglas.McLaren@gov.scot)>; Julia McAteer <[Julia.McAteer@gov.scot](mailto:Julia.McAteer@gov.scot)>

**Subject:** RE: Waiting Times / NTC proposals

Thanks Jennie

[Redacted: Section 30(b)(i)]

Hope this context is helpful.

Tracy

**From:** Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>

**Sent:** Friday, November 24, 2023 2:12 PM

**To:** Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>; Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>; Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>

**Cc:** John Burns <[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>; Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; Douglas McLaren <[Douglas.McLaren@gov.scot](mailto:Douglas.McLaren@gov.scot)>; Julia McAteer <[Julia.McAteer@gov.scot](mailto:Julia.McAteer@gov.scot)>

**Subject:** RE: Waiting Times / NTC proposals

Jennie,

[OUT OF SCOPE]

Thanks,

Emma Stewart, Team Leader – Planned Care Policy & Performance, Directorate for Chief Operating Officer, NHS Scotland | Scottish Government | 5 Atlantic Quay, 150 Broomielaw, Glasgow G2 8LU  
e: [emma.stewart2@gov.scot](mailto:emma.stewart2@gov.scot) | [Redacted: Section 38(1)(b)]

**From:** Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>

**Sent:** Friday, November 24, 2023 1:40 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>; Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>

**Cc:** John Burns <[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>; Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; Douglas McLaren <[Douglas.McLaren@gov.scot](mailto:Douglas.McLaren@gov.scot)>; Julia McAteer <[Julia.McAteer@gov.scot](mailto:Julia.McAteer@gov.scot)>; Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>

**Subject:** RE: Waiting Times / NTC proposals

Hi,

Thank you for adding me and sharing the note, [Redacted: Section 38(1)(b)].

[Redacted: Section 30(b)(i)]

Jennie

**From:** [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care

**Sent:** Friday, November 24, 2023 1:21 PM

**To:** Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>; Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>

**Cc:** John Burns <[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>; Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; Douglas McLaren <[Douglas.McLaren@gov.scot](mailto:Douglas.McLaren@gov.scot)>; Julia McAteer <[Julia.McAteer@gov.scot](mailto:Julia.McAteer@gov.scot)>; Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>; Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>  
**Subject:** RE: Waiting Times / NTC proposals

Thanks all,

Adding Jennie to the chain.

Thanks,

[Redacted: Section 38(1)(b)]

**From:** Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>  
**Sent:** Tuesday, November 21, 2023 6:03 PM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>  
**Cc:** John Burns <[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>; Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; Douglas McLaren <[Douglas.McLaren@gov.scot](mailto:Douglas.McLaren@gov.scot)>; Julia McAteer <[Julia.McAteer@gov.scot](mailto:Julia.McAteer@gov.scot)>; Emma Stewart <[Emma.Stewart2@gov.scot](mailto:Emma.Stewart2@gov.scot)>  
**Subject:** Waiting Times / NTC proposals

Ps/Cabinet Secretary

CC: as above

Please see submission requested following meeting with Cab Sec and DFM on 20 November. If the Cab Sec is content we will send this on to DFM.

Thank you

Tracy

DOCUMENT 25

**From:** Alan Gray  
**Sent:** Thursday, November 23, 2023 5:00 PM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>  
**Cc:** Tracy Slater <[Tracy.Slater@gov.scot](mailto:Tracy.Slater@gov.scot)>  
**Subject:** RE: Submission - National Treatment Centres

[Redacted: Section 38(1)(b)]

Many thanks.

The note that came from Tracy on Tuesday at 18.03 covers the implications for the next phase of the NTC programme following discussion with DFM and CS that afternoon. This submission was to form the basis of discussion with FM.

Hoping this addresses the requirement but happy to draft a separate paper if required.

Kind regards

Alan

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care  
**Sent:** Thursday, November 23, 2023 2:25 PM  
**To:** Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>  
**Cc:** Permanent Secretary <PermanentSecretary@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; John Burns <John.Burns@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Callum McCaig <Callum.Mccaig@gov.scot>; David Hutchison <David.Hutchison@gov.scot>; Director of Budget and Public Spending <Directorofbudgetandpublicspending@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; Nuala Gormley <Nuala.Gormley@gov.scot>; Jamie MacDougall <Jamie.MacDougall@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>  
**Subject:** RE: Submission - National Treatment Centres

Hi Alan,

Just following up on the below for completeness. Many thanks again for the note to FM this morning on FV and Golden Jubilee. I'd be grateful if a note to FM can be worked up on the below – outlining wider long-term implications around capital investment in the NTC programme.

Grateful for sight early next week please. Any issues please let me know.

Thanks,

[Redacted: Section 38(1)(b)]

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** Deputy First Minister and Cabinet Secretary for Finance  
**Sent:** Monday, November 20, 2023 1:49 PM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>; Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>  
**Cc:** Permanent Secretary <PermanentSecretary@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; John Burns <John.Burns@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Callum McCaig <Callum.Mccaig@gov.scot>; David Hutchison <David.Hutchison@gov.scot>; Director of Budget and Public Spending <Directorofbudgetandpublicspending@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; Nuala Gormley <Nuala.Gormley@gov.scot>; Jamie MacDougall <Jamie.MacDougall@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>  
**Subject:** RE: Submission - National Treatment Centres

All,

DFM has noted the below comments from the FM.

DFM would like a very clear note drafted on the implications of this decision – it may be worth raising this ask from DFM on the call later this afternoon, to clarify exactly what she is looking for.

Many thanks,

[Redacted: Section 38(1)(b)]

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care  
**Sent:** Friday, November 17, 2023 5:48 PM  
**To:** Alan Gray <Alan.Gray2@gov.scot>; Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>  
**Cc:** Permanent Secretary <PermanentSecretary@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; John Burns <John.Burns@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Callum McCaig <Callum.Mccaig@gov.scot>; David Hutchison <David.Hutchison@gov.scot>; Director of Budget and Public Spending <Directorofbudgetandpublicspending@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; Nuala Gormley <Nuala.Gormley@gov.scot>; Jamie MacDougall <Jamie.MacDougall@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>  
**Subject:** RE: Submission - National Treatment Centres

Thanks Alan,

[Redacted: Section 30(b)(i)]

Thanks,

[Redacted: Section 38(1)(b)]

**From:** Alan Gray <Alan.Gray2@gov.scot>  
**Sent:** Wednesday, November 15, 2023 10:25 AM  
**To:** Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>  
**Cc:** Permanent Secretary <PermanentSecretary@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; John Burns <John.Burns@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Callum McCaig <Callum.Mccaig@gov.scot>; David Hutchison <David.Hutchison@gov.scot>; Director of Budget and Public Spending <Directorofbudgetandpublicspending@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>; Nuala Gormley <Nuala.Gormley@gov.scot>; Jamie MacDougall <Jamie.MacDougall@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>  
**Subject:** Submission - National Treatment Centres

**DFM / CS**

Please find attached a submission in relation to the National Treatment Centre programme in advance of the scheduled meeting tomorrow to discuss planned care. This submission replaces the earlier document that was circulated yesterday.

Kind regards

**Alan Gray**  
**NTC - SRO**

DOCUMENT 26

**From:** Alan Gray  
**Sent:** Thursday, November 2, 2023 12:23 PM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>  
**Cc:** DG Health & Social Care <DGHSC@gov.scot>; John Burns <John.Burns@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>  
**Subject:** RE: Briefing - National Treatment Centres

Thanks

The submission I provided on 30 October covers the main points for discussion. If there are any further questions arising from this submission I will be delighted to respond in advance of the meeting.

Kind regards

Alan

**From:** [REDACTED] <[REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care  
**Sent:** Thursday, November 2, 2023 12:16 PM  
**To:** Alan Gray <Alan.Gray2@gov.scot>  
**Cc:** DG Health & Social Care <DGHSC@gov.scot>; John Burns <John.Burns@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>  
**Subject:** RE: Briefing - National Treatment Centres

Thank you Alan

A meeting has been scheduled for 15:00 -15:30 on 7<sup>th</sup> November 2023.

I would be grateful if I could commission briefing papers to support this meeting and arrange official support. It would be appreciated if said briefing could with PO by COP 4<sup>th</sup> November.

We would appreciate if this ask could be acknowledged as lifted.

Kind regards,

[Redacted: Section 38(1)(b)]

**From:** Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>  
**Sent:** Thursday, November 2, 2023 11:29 AM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>  
**Cc:** DG Health & Social Care <[DGHSC@gov.scot](mailto:DGHSC@gov.scot)>; John Burns <[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>  
**Subject:** RE: Briefing - National Treatment Centres

[Redacted: Section 38(1)(b)]

Thanks would suggest myself (as NTC SRO), Richard McCallum and Alan Morrison but to also extend invite to Caroline (DG) and John (Chief Operating Officer) as they may wish to join the meeting.

Kind regards

Alan

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care  
**Sent:** Thursday, November 2, 2023 11:24 AM  
**To:** Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>; Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>  
**Cc:** DG Health & Social Care <[DGHSC@gov.scot](mailto:DGHSC@gov.scot)>; John Burns <[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>; Richard McCallum <[Richard.McCallum@gov.scot](mailto:Richard.McCallum@gov.scot)>; Alan Morrison <[Alan.Morrison@gov.scot](mailto:Alan.Morrison@gov.scot)>; [REDACTED]< [REDACTED]@gov.scot>; Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>; Director of Budget and Public Spending <[Directorofbudgetandpublicspending@gov.scot](mailto:Directorofbudgetandpublicspending@gov.scot)>; Deputy Director Infrastructure and Investment <[DeputyDirectorInfrastructureAndInvestment@gov.scot](mailto:DeputyDirectorInfrastructureAndInvestment@gov.scot)>; Nuala Gormley <[Nuala.Gormley@gov.scot](mailto:Nuala.Gormley@gov.scot)>; Jamie MacDougall <[Jamie.MacDougall@gov.scot](mailto:Jamie.MacDougall@gov.scot)>  
**Subject:** RE: Briefing - National Treatment Centres

Hi Alan,

Mr Matheson is content to have a meeting with officials. Grateful if you can send a list of suitable officials to PO and we will arrange/commission briefing if required once the date is set.

Kind regards,

[Redacted: Section 38(1)(b)]

**From:** Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>  
**Sent:** Monday, October 30, 2023 10:40 PM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>  
**Cc:** DG Health & Social Care <[DGHSC@gov.scot](mailto:DGHSC@gov.scot)>; John Burns <[John.Burns@gov.scot](mailto:John.Burns@gov.scot)>; Richard McCallum <[Richard.McCallum@gov.scot](mailto:Richard.McCallum@gov.scot)>; Alan

Morrison <Alan.Morrison@gov.scot>; [REDACTED]< [REDACTED]@gov.scot>;  
Jennie Gollan <Jennie.Gollan@gov.scot>; Director of Budget and Public Spending  
<Directorofbudgetandpublicspending@gov.scot>; Deputy Director Infrastructure and  
Investment <DeputyDirectorInfrastructureAndInvestment@gov.scot>; Nuala Gormley  
<Nuala.Gormley@gov.scot>; Jamie MacDougall <Jamie.MacDougall@gov.scot>  
**Subject:** Briefing - National Treatment Centres

CS

[Redacted: Section 30(b)(i)]

[Redacted: Section 30(b)(i)]

We would welcome the opportunity to discuss.

Kind regards

Alan Gray  
NTC – Senior Responsible Officer

DOCUMENT 27

**From:** Alan Gray  
**Sent:** Friday, November 17, 2023 12:02 PM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<CabSecNRHSC@gov.scot>  
**Cc:** Jennie Gollan <Jennie.Gollan@gov.scot>  
**Subject:** RE: NTC - update on NTC Forth Valley and Golden Jubilee Phase 2

Donne / Jennie

Thanks for note and will prepare an update to submission when I have the further feedback from meetings which are happening in FV today. It is however likely that given the complexity of the issues being worked through that we will not have a revised programme at this point for NTC FV.

We have met with GJ team this week and have a latest position from them and an indicative revised plan.

Will forward on the revised update on Monday.

Kind regards

Alan

**From:** [REDACTED]< [REDACTED]@gov.scot>;> **On Behalf Of** Cabinet Secretary  
for NHS Recovery, Health and Social Care  
**Sent:** Friday, November 17, 2023 11:53 AM  
**To:** Alan Gray <Alan.Gray2@gov.scot>  
**Cc:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<CabSecNRHSC@gov.scot>  
**Subject:** FW: NTC - update on NTC Forth Valley and Golden Jubilee Phase 2

Hi Alan,

Please see request below from Jennie for immediate consideration.

Kind regards,

[Redacted: Section 38(1)(b)]

**From:** Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>  
**Sent:** Friday, November 17, 2023 11:52 AM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>  
**Subject:** RE: NTC - update on NTC Forth Valley and Golden Jubilee Phase 2

Thanks. Alan says there are meetings happening this week, so could you please send a chaser today to ask for an update following these meetings? If you could also ask for a note to be prepared for cab sec to send to FM (they can probably just repurpose much of below)

Jennie

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care  
**Sent:** Friday, November 17, 2023 11:50 AM  
**To:** Jennie Gollan <[Jennie.Gollan@gov.scot](mailto:Jennie.Gollan@gov.scot)>  
**Cc:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>  
**Subject:** FW: NTC - update on NTC Forth Valley and Golden Jubilee Phase 2

Hi Jennie,

Latest below.

Kind regards,

[Redacted: Section 38(1)(b)]

**From:** Alan Gray <[Alan.Gray2@gov.scot](mailto:Alan.Gray2@gov.scot)>  
**Sent:** Tuesday, November 14, 2023 5:50 PM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<[CabSecNRHSC@gov.scot](mailto:CabSecNRHSC@gov.scot)>  
**Subject:** RE: NTC - update on NTC Forth Valley and Golden Jubilee Phase 2

[Redacted: Section 38(1)(b)]

Thanks for note.

There are further meetings ongoing this week between NHS FV, Local Authority Building Control, contractors and NHS Assure the outcome of which will inform the actions required to address the issues identified in relation to fire safety. Until these discussions are complete and actions agreed we do not have a revised programme. We continue to press for a plan and new date for opening and will advise as soon as we have a confirmed position.

Kind regards

Alan

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care  
**Sent:** Tuesday, November 14, 2023 3:56 PM  
**To:** Alan Gray <Alan.Gray2@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>  
**Cc:** John Burns <John.Burns@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>  
**Subject:** RE: NTC - update on NTC Forth Valley and Golden Jubilee Phase 2

Hi Alan

Mr Matheson has noted, thanks. He asks, when do we expect NTC FV to be ready?

Grateful for a response ASAP please.

Kind regards,

[Redacted: Section 38(1)(b)]

**From:** Alan Gray <Alan.Gray2@gov.scot>  
**Sent:** Tuesday, November 14, 2023 9:31 AM  
**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>  
**Cc:** John Burns <John.Burns@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>  
**Subject:** NTC - update on NTC Forth Valley and Golden Jubilee Phase 2

**CS**

[Redacted: Section 30(b)(i)]

Alan Gray  
NTC - SRO

[Redacted: Section 30(b)(i)]

DOCUMENT 28

REMOVED – Email chain replicated in full and extended within DOCUMENT 27

DOCUMENT 29

**From:** Alan Gray

**Sent:** Wednesday, November 22, 2023 2:46 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<CabSecNRHSC@gov.scot>

**Cc:** Jennie Gollan <Jennie.Gollan@gov.scot>; Douglas McLaren  
<Douglas.McLaren@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>

**Subject:** RE: NTC FV and Golden Jubilee Phase 2 - update

[Redacted: Section 38(1)(b)]

Thanks for confirmation and as requested we have put this update to the CS in a form he may now wish to share with FM

Kind regards

Alan

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care

**Sent:** Wednesday, November 22, 2023 12:15 PM

**To:** Alan Gray <Alan.Gray2@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>

**Cc:** John Burns <John.Burns@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Douglas McLaren

<Douglas.McLaren@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>

**Subject:** RE: NTC FV and Golden Jubilee Phase 2 - update

Hi

Mr Matheson has noted, thanks.

Kind regards,

[Redacted: Section 38(1)(b)]

**From:** Alan Gray <Alan.Gray2@gov.scot>

**Sent:** Tuesday, November 21, 2023 9:35 AM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care  
<CabSecNRHSC@gov.scot>

**Cc:** John Burns <John.Burns@gov.scot>; DG Health & Social Care <DGHSC@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; Douglas McLaren

<Douglas.McLaren@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>; Emma Stewart <Emma.Stewart2@gov.scot>

**Subject:** NTC FV and Golden Jubilee Phase 2 - update

CS

[Redacted: Section 30(b)(i)]

Kind regards

Alan

[Redacted: Section 30(b)(i)]

DOCUMENT 30

REMOVED – Email chain wholly duplicated and continued in DOCUMENT 29.

DOCUMENT 31

**From:** Alan Gray

**Sent:** Wednesday, December 6, 2023 3:34 PM

**To:** First Minister <FirstMinister@gov.scot>; Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>

**Cc:** DG Health & Social Care <DGHSC@gov.scot>; John Burns <John.Burns@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; David Hutchison <David.Hutchison@gov.scot>; Callum McCaig <Callum.Mccaig@gov.scot>; Deputy Director Infrastructure and Investment <DeputyDirectorInfrastructureAndInvestment@gov.scot>; Director of Budget and Public Spending <Directorofbudgetandpublicspending@gov.scot>; Michael Walker <Michael.Walker@gov.scot>; Heather Darling <Heather.Darling@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>

**Subject:** Submission - NTC programme - recommended next steps and trade offs

FM

As requested I have attached a submission following recent discussions with DFM and CS that set out a range of options in relation to the NTC programme and linked to the £100m pa revenue investment proposed over the next 3 years.

I hope that the attached addresses the feedback from earlier submissions and would happy to respond to any further comments or queries you may have.

Kind regards

Alan Gray  
NTC SRO

ATTACHMENT 1 - [Redacted: Section 30(b)(i)]

DOCUMENT 32

**From:** Alan Gray

**Sent:** Monday, December 11, 2023 5:18 PM

**To:** First Minister <FirstMinister@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>

**Cc:** DG Health & Social Care <DGHSC@gov.scot>; John Burns <John.Burns@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; David Hutchison <David.Hutchison@gov.scot>; Callum McCaig <Callum.Mccaig@gov.scot>; Deputy Director Infrastructure and Investment <DeputyDirectorInfrastructureAndInvestment@gov.scot>; Director of Budget and Public Spending <Directorofbudgetandpublicspending@gov.scot>; Michael Walker <Michael.Walker@gov.scot>; Heather Darling <Heather.Darling@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>

**Subject:** RE: Submission - NTC programme - recommended next steps and trade offs

FM / DFM / CS

Please find attached a short submission responding to the queries noted below.

Hoping the attached is of assistance and have attached the original submission for ease of reference

Kind regards

Alan Gray  
NTC - SRO

**From:** [REDACTED]< [REDACTED]@gov.scot>; **On Behalf Of** First Minister

**Sent:** Friday, December 8, 2023 7:21 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>; Alan Gray <Alan.Gray2@gov.scot>; First Minister <FirstMinister@gov.scot>; Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>

**Cc:** DG Health & Social Care <DGHSC@gov.scot>; John Burns <John.Burns@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; David Hutchison <David.Hutchison@gov.scot>; Callum McCaig <Callum.Mccaig@gov.scot>; Deputy Director Infrastructure and Investment <DeputyDirectorInfrastructureAndInvestment@gov.scot>; Director of Budget and Public Spending <Directorofbudgetandpublicspending@gov.scot>; Michael Walker <Michael.Walker@gov.scot>; Heather Darling <Heather.Darling@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>

**Subject:** RE: Submission - NTC programme - recommended next steps and trade offs

**This email is for the official record and confirms a Ministerial Decision. This email must be placed in the official record (eRDM) by your team in line with SG records management policy.**

[Redacted: Section 38(1)(b)], Alan

[Redacted: Section 30(b)(i)]

[Redacted: Section 30(b)(i)]

Many thanks,

[Redacted: Section 38(1)(b)]

**From:** [REDACTED] <[REDACTED]@gov.scot>; **On Behalf Of** Cabinet Secretary for NHS Recovery, Health and Social Care

**Sent:** Friday, December 8, 2023 5:51 PM

**To:** Alan Gray <Alan.Gray2@gov.scot>; First Minister <FirstMinister@gov.scot>; Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>

**Cc:** DG Health & Social Care <DGHSC@gov.scot>; John Burns <John.Burns@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; David Hutchison <David.Hutchison@gov.scot>; Callum McCaig <Callum.Mccaig@gov.scot>; Deputy Director Infrastructure and Investment <DeputyDirectorInfrastructureAndInvestment@gov.scot>; Director of Budget and Public Spending <Directorofbudgetandpublicspending@gov.scot>; Michael Walker <Michael.Walker@gov.scot>; Heather Darling <Heather.Darling@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>; Tracy Slater <Tracy.Slater@gov.scot>

**Subject:** RE: Submission - NTC programme - recommended next steps and trade offs

**This email is for the official record and confirms a Ministerial Decision. This email must be placed in the official record (eRDM) by your team in line with SG records management policy.**

Hi Alan,

For completeness, Mr Matheson is content with this note.

Thanks,

[Redacted: Section 38(1)(b)]

**From:** Alan Gray <Alan.Gray2@gov.scot>

**Sent:** Wednesday, December 6, 2023 3:34 PM

**To:** First Minister <FirstMinister@gov.scot>; Deputy First Minister and Cabinet Secretary for Finance <DFMCSF@gov.scot>; Cabinet Secretary for NHS Recovery, Health and Social Care <CabSecNRHSC@gov.scot>

**Cc:** DG Health & Social Care <DGHSC@gov.scot>; John Burns <John.Burns@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>; Alan Morrison <Alan.Morrison@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>; David Hutchison <David.Hutchison@gov.scot>; Callum McCaig <Callum.Mccaig@gov.scot>; Deputy Director Infrastructure and Investment <DeputyDirectorInfrastructureAndInvestment@gov.scot>; Director of Budget and Public Spending <Directorofbudgetandpublicspending@gov.scot>; Michael Walker <Michael.Walker@gov.scot>; Heather Darling <Heather.Darling@gov.scot>; Douglas McLaren <Douglas.McLaren@gov.scot>; Tracy Slater

<Tracy.Slater@gov.scot>

**Subject:** Submission - NTC programme - recommended next steps and trade offs

FM

As requested I have attached a submission following recent discussions with DFM and CS that set out a range of options in relation to the NTC programme and linked to the £100m pa revenue investment proposed over the next 3 years.

I hope that the attached addresses the feedback from earlier submissions and would happy to respond to any further comments or queries you may have.

Kind regards

Alan Gray  
NTC SRO

ATTACHMENT 1 - [Redacted: Section 30(b)(i)]

ATTACHMENT 2 [Redacted: Section 30(b)(i)]

DOCUMENT 33

**From:** Alan Morrison

**Sent:** Monday, October 23, 2023 5:01 PM

**To:** Cabinet Secretary for NHS Recovery, Health and Social Care

<CabSecNRHSC@gov.scot>

**Cc:** DG Health & Social Care <DGHSC@gov.scot>; Caroline Lamb

<Caroline.Lamb@gov.scot>; Richard McCallum <Richard.McCallum@gov.scot>;

John Burns <John.Burns@gov.scot>; [REDACTED] <[REDACTED]@gov.scot>;

Alan Gray <Alan.Gray2@gov.scot>; David Plews <David.Plews@gov.scot>;

[REDACTED] <[REDACTED]@gov.scot>; Phillip McLean

<Phillip.McLean@gov.scot>; Jennie Gollan <Jennie.Gollan@gov.scot>

**Subject:** 2023-24 - Health Infrastructure - Whole System Planning - Cabinet Secretary Submission - October 2023

[Redacted: Section 38(1)(b)]

Attached is a short briefing which outlines our approach to developing a long-term asset management and investment strategy. The main things to highlight are:

- The Deputy First Minister expects all portfolios to develop an asset management strategy and this is the first stage of that process;
- The first stage is asking for a lifecycle maintenance plan of Boards' existing estate ie we need assurance that Boards can continue to deliver services from their existing infrastructure, as most healthcare facilities are not going to be replaced in the next 20-30 years;
- The ongoing SG capital review will not impact on this proposal;
- We have discussed with John Burns and his team and it supports the wider planning and reform work across the portfolio;
- We intend to issue a Directors' Letter which asks NHS Boards to progress the initial phase of this whole system planning process.

Regards

Alan

Alan Morrison  
Health Infrastructure and Sustainability  
Scottish Government Health and Social Care Directorates  
[Redacted: Section 38(1)(b)]

ATTACHMENT 1 - [Redacted: Section 30(b)(i)]

**3. All briefing packs provided to Scottish Ministers from January 1<sup>st</sup> 2023 to present date relating to health capital investment.**

DOCUMENT 34 - [Redacted: Section 30(b)(i)]

DOCUMENT 35 - [Redacted: Section 30(b)(i)]

DOCUMENT 36 - [Redacted: Section 30(b)(i)]



T - [Redacted: Section 38(1)(b)]  
E: [Redacted]@gov.scot

Mr Forbes Dunlop  
Chief Executive Officer  
**sportscotland**  
5, The Doges  
Templeton on the Green  
62, Templeton Street  
GLASGOW  
G40 1DA

28 April 2023

Dear Forbes,

## **BUDGET ALLOCATION AND MONITORING 2023-24**

### **Purpose**

I am writing, on behalf of the Scottish Ministers, to confirm the budget and associated grant in aid allocated to the Scottish Sports Council T/A **sportscotland** for 2023-24 following the 2023-24 Scottish Budget process.

The use of resources must be in accordance with the corporate plan, **sportscotland**'s Framework Document and any relevant guidance issued by the Scottish Ministers, in particular the Scottish Public Finance Manual. Relevant guidance may also include the setting out, from time to time, of expectations for the way that **sportscotland** operates in support of Ministers' policy aims and objectives for the public sector as a whole.

### **Ministerial Priorities**

Grant-in-aid is paid to enable **sportscotland** to fulfil its statutory functions and to deliver Scottish Ministers' strategic objectives which is covered in the Programme for Government covering the Scottish Parliamentary term 2021-2026.

## Budget

This section sets out the final allocation per HMT classification.

	£000s	Notes
Resource	33,600	①
Resource Uplift – Planned ABR transfer	1,800	
Capital	0	②
Financial Transactions	0	③
<b>Total</b>	<b>35,400</b>	
Non-Cash	1,050	④
UK Funded AME	0	⑤
<b>Total budget</b>	<b>36,450</b>	

- ① Resource spend scores most current expenditure. It comprises wages and salaries and operating costs offset by trading and other resource income.
- ② Capital spend comprises both Indirect Capital (capital grants to the public and private sector) and Direct Capital (additions to non-current assets and intangibles, offset by the net book value of expected disposals).
- ③ Financial Transactions comprises loans given which must go “beyond the public sector boundary” to individuals or entities in the private sector.
- ④ Non-cash comprises both Ringfenced funding (mainly depreciation) and SG AME Non-Cash (mainly provisions; other examples include pension liabilities, capitalised interest). The non-cash element of funding cannot be used for general expenditure.
- ⑤ UK Funded AME is only provided for specifically agreed items. The main examples are Lottery income and expenditure, some pension liabilities and Corporation Tax.

Transfers of budgetary provision **between** the classifications in the table above would require the prior approval of Scottish Government Finance. Any proposals for such transfers should therefore be submitted to the sponsor team. Transfers of budgetary provision **within** the classifications in the table above may be undertaken without reference to the Scottish Government, subject to any constraints on specific areas of expenditure e.g., the approved pay remit.

Your revised trading and other resource income is estimated at £3,888,000 and the assumed net book value of disposals of non-current assets is nil. These amounts have been taken into account in arriving at the budget shown above. If the amounts realised or expected to be realised in-year are **less** than estimated, you shall, unless otherwise agreed with the sponsor team, ensure a corresponding reduction in your gross expenditure so that the agreed budget is not exceeded. Excluding income resulting from gifts, bequests or donations, if the amounts realised or expected to be realised in-year are **more** than estimated, you must seek approval and discuss the financial impact with the sponsor team before using any excess to support additional expenditure.

## **Budget changes**

The Scottish Government is responsible for ensuring that the overall Scottish budget is managed effectively and within the limits set by the Scottish Parliament and HM Treasury. Core Scottish Government Directorates and sponsored / arms-length bodies, such as NDPB's, must therefore comply with the Scottish Public Finance Manual. This includes completion of the Accountable Officer template in support of robust decision making, including assessment of value for money and affordability, including ensuring adequate audit trails and evidence are available to support transparency and public scrutiny for spending decisions.

## **Budget Revisions**

Ministers have to manage the Scottish budget in the light of pressures and savings that may arise during the financial year, and **sportscotland** may itself experience pressures and savings. Such factors may make it necessary for Ministers to make changes (upwards or downwards) to the budget and associated grant in aid for your organisation. Where, exceptionally, any changes have to be made I shall keep you informed of Ministers' intentions and give you the opportunity to comment.

Any agreed budget revisions will be processed through the Autumn and Spring Budget Revisions which are presented to Parliament during the financial year.

## **Budget Monitoring**

Forecast outturn and spend to date for the financial year should be reported to the sponsor team by completing and submitting the Budget Forecast/Actual Expenditure HMT monitoring spreadsheet each month. A completed spreadsheet providing the position at the end of the financial year 2023-24 should be submitted to the sponsor team by 31 March 2024. The Forecast Outturn and Spend to Date as reported in the HMT monitoring spreadsheet should total the amounts reported in the capital workbook with the total as reported in the HMT monitoring spreadsheet attributed to the capital lines. Where appropriate (e.g., for depreciation) costs may be calculated on the basis of one twelfth of the budget for each month.

It is essential that this exercise is completed each month and submitted to the sponsor team by the dates advised to allow the sponsor team and SG Finance to fully evaluate returns. This information is required for submission to SG DG Assurance Boards and SG Corporate Board for their considerations of the overall SG financial position and also for required reporting to HM Treasury.

## Grant in Aid

As a result of current legislative provisions, Scottish Government funding for its sponsored bodies is shown in the annual Budget Act in terms of grant in aid i.e., the net cash figure required to support agreed budgets.

The authorised cash grant in aid for **sportscotland** for 2023-24 is **£35.400 million (thirty five million four hundred thousand pounds)**. Grant in aid should be (re)profiled and drawn down using the relevant spreadsheet in the attached Excel workbook, Annex A. A profile has been provided and you should thereafter submit an updated profile to the sponsor team as part of the grant claim providing details of grant in aid already drawn down, a profile of monthly grant in aid requirements for the remainder of the financial year and a note of the unrestricted cash reserves held at the end of the previous month (setting aside historic reserves).

The updated profiles will be used for monthly cash management forecasts provided to HM Treasury and as the basis for the payment of grant in aid - unless notification to the contrary is received by the sponsor team at least 10 days before payment is due to be made. The sponsor team will normally aim to make payments of grant in aid by the first of each month. **Grant in aid should not be drawn down in advance of need**. Unrestricted cash reserves held during the course of the year should be kept to the minimum level consistent with the efficient operation of the **sportscotland** and the level of funds required to meet any liabilities at the year-end. At the end of the financial year, the sponsor team and **sportscotland** will formally agree the total grant in aid attributable to that particular period. It is important to maintain a reconciliation of grant in aid against HMT budgets.

The cash grant in aid of £35.400 million includes £33.600 million per the published budget plus an uplift of £1.800 million as agreed separately which provides additional equalities funding to be formally transferred at Autumn Budget Revision. The non-cash budget is £1.050 million for depreciation. **The actual full Grant in Aid drawdown will be £35.350 million as £50,000 will be transferred to Ramblers Scotland from total budget allocation.**

The Scottish Government has also committed to underwriting the potential shortfall in National Lottery funding of up to £3.4 million for **sportscotland** in 2023-24, in line with the previously agreed baseline lottery income figure of £24 million.

## Utilisation of unused Grant in Aid from Prior Years

The Scottish Government provided additional funding for the Park of Keir Project in late 2020-21 and for the UCI 2023 Cycling Championship in 2019-20, 2020-21, 2021-22 and 2022-23. In future years, this approach of unused Grant in Aid requires prior permission from the Scottish Government. Spend on both of these projects will be reviewed throughout the year.

## Fair Work

New Fair Work First criteria will commence on 1 July 2023 and guidance on this can be found [here](#). Please use current Fair Work First criteria as normal until 30 June 2023.

## **Issues Arising**

If you have any questions arising from this letter, or if you foresee any financial issues developing, please do not hesitate to contact me. The sponsor team will, where necessary, consult relevant Scottish Government Finance colleagues.

Yours sincerely

**[Redacted: Section 38(1)(b)]**  
**Head of Active Scotland Division**

***For and on behalf of Scottish Ministers***

## ANNEX A

### DETAILED BUDGET ALLOCATION 2023-24

	<i>Budget on HMT database</i>	<i>HMT Classification*</i>
	<i>£000s</i>	
Wages and salaries	x	Resource
(Gross) Operating costs	x	Resource
Trading and other resource income (negative)	x	Resource
Depreciation	x	Non-Cash Ringfenced
Amortisation	-	Non-Cash Ringfenced
Impairment	-	Non-Cash Ringfenced
Provisions	-	AME Non-Cash
Accruing pension liability	x	Non-Cash (UK Funded AME)
Capital grants	x	Capital
Capital additions to non-current assets (including investments)	-	Capital
Net book value of disposals of non-current assets (including investments) (negative)	(-)	Capital
Loans to the private sector	-	Financial Transactions
Total net expenditure (as recognised by HMT)		

\* For a full explanation of HM Treasury's budgeting rules see the current version of [Consolidated budgeting guidance](#).

Any accruals for staff benefits will score as DEL, in line with the latest guidance from Treasury with their PES Paper (2020) 08.

Non cash budgets are ring fenced which means that (for example) any underspend on depreciation cannot be used to fund actual cash expenditure. "AME" stands for Annually Managed Expenditure, which covers expenditure which HMT accepts is volatile and is therefore subject to different controls.

**sportscotland GRANT IN AID: 2023-2024**

**ACCEPTANCE OF GRANT IN AID**

On behalf of the Scottish Sports Council, T/A **sportscotland**, I accept the foregoing offer of Grant in Aid by the Scottish Ministers dated 28 April 2023 and with particular reference to the Ministerial Priorities set out in the letter. I confirm that I hold the relevant signing authority.

**Authorised Signatory**

Signed:

Print Name: Forbes Dunlop

Position in Organisation of Person Signing: Chief Executive

Date: 01/05/2023

Place of Signing: Templeton

**Witness**

Signed:

Witness Name: [Redacted: Section 38(1)(b)]

Address: sportscotland, Doges, Templeton on the Green  
62 Templeton Street  
Glasgow, G40 1DA

Date: 01/05/2023

Place of Signing: Templeton



T: [Redacted: Section 38 (1)(b)]

E: [Redacted]@gov.scot

Kevin Lafferty  
Paths For All  
Forthside Way  
Kintail House  
Stirling  
FK8 1QZ

31/03/2023

Dear Kevin

### **OFFER OF GRANT FOR PATHS FOR ALL**

The Scottish Ministers in exercise of their powers under Section 1A of the National Health Service Reform (Scotland) Act 1978 (as inserted by Section 9 of the National Health Service Reform hereby offer to give to Paths For All (“the Grantee”) a grant of up to £2,000,000 STERLING, payable over the financial year 2023/2024 to deliver a programme which supports the Scottish Government vision of a more active Scotland in connection with walking and wheeling, 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 Paths for All work programme.



- 2.2 The Grant shall only be used for the purposes of the Paths For All work 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:
- To support the Scottish Government target to reduce levels of physical inactivity
  - To promote Scotland as an active nation to make Scotland an active nation where everyone can choose to walk, wheel or cycle for short journeys
  - To support the Scottish Government's green recovery from the pandemic and Net Zero Action Plan
- 2.5 The key targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are:
- An increase in the number of Health Walks projects in Scotland
  - An increase in the number of new walkers
  - An increase in engagement with disadvantaged groups and communities
  - Creation of an updated National Walking strategy for Scotland
- 2.6 The eligible costs for which the Grant can be claimed are:
- Operating and delivery costs of £1,850,000 to deliver the Paths For All programme outlined in detail in Schedule 1 below.
  - Delivery costs of £150,000 to support the Cycling Without Age programme described in Schedule 1 below.
- 2.7 The eligible costs exclude:
- any Value Added Tax (VAT) reclaimable by the Grantee
  - any employment costs arising from the Grantee's legal obligations to its employees, for example parental leave, sick leave, redundancy

### 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 within 6 weeks following the end of each Financial Year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant 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 or required by the Grantee in connection with the programme, the Grantee shall repay to the Scottish

and properly Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

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

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

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the programme in the form of a formal report in October 2023. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the programme as a whole, the reasons for any such changes and progress in achieving objectives/outcomes. In addition, Paths For All will meet with Active Scotland officials monthly to provide updates on progress.
- 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 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 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 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 His Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the programme.
- 5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

## 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 £1000.

## 7. Publicity

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

## 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 programme;
  - 9.1.4 in the Scottish Ministers' opinion, the progress on the programme is not satisfactory;
  - 9.1.5 in the Scottish Ministers' opinion, the future of the programme is in jeopardy; or
  - 9.1.6 in the Scottish Ministers' opinion, the Grant is likely to bring the reputation of the Scottish Ministers into disrepute.
- 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 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 Active Scotland, The Scottish Government, St Andrews House, Edinburgh You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[Redacted: Section 38(1)(b)] , Head of Active Scotland  
25/04/2023

## GRANT ACCEPTANCE

On behalf of Paths For All, I accept the foregoing offer of Grant by the Scottish Ministers dated 25/04/2023 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Paths For All is solvent. I confirm that I hold the relevant signing authority.

«Director/Company Secretary/Authorised Signatory»

Print Name: KEVIN LAFFERTY

Position in Organisation of Person Signing: CHIEF EXECUTIVE OFFICER

Date: [Click here to enter a date.](#) 26 APRIL 2023

Place of Signing: KINTAIL HOUSE FORTHSIDE WAY STIRLING FK8 1QZ

Signed:

«Witness»

Address: 40 KINTAIL HOUSE, FORTHSIDE WAY, STIRLING FK8 1QZ

Date: [Click here to enter a date.](#) 26 APRIL 2023

Place of Signing: KINTAIL HOUSE, FORTHSIDE WAY, STIRLING, FK8 1QZ

## SCHEDULE 1

### PART 1: THE PROGRAMME

The Paths For All delivery programme follows a systems-based approach to physical activity in Scotland. It delivers the outcomes in Active Scotland's Delivery Plan and Public Health Scotland's Framework for Action at a national and local level including the 8 Best Investments for Physical Activity. Paths for All will deliver multiple outcomes on behalf of Scottish Government including:

- Increased opportunities for people to participate everyday in physical activity and active living.
- Reduced inequalities and increased opportunities for the physically inactive to become active.
- Improved physical confidence and competence to enable more people to become physically active.
- Supported and funded behaviour change programmes to increase physical activity levels and reduce the prevalence of physical inactivity.
- Targeted work with the communities that are often missed including older adults and people living with long term conditions.

Specifically, Paths For All will deliver in the following areas

#### Corporate Services

Corporate Services will provide organisational functions to support delivery across all programs. Key responsibilities include governance, financial management, human resources, information technology, premises management, health & safety and wellbeing and staff development.

#### National Walking Strategy

Paths For All will lead on the National Walking Strategy refresh and development of the associated action plan on behalf of Active Scotland. The Strategy will be developed in partnership with a range of organisations, particularly those on the Active Scotland Delivery Group including Transport Scotland and Public Health Scotland.

#### Walking for Health Programmes

##### Scotland Health Walk Network

Paths For All will continue to adapt their operating model to accommodate increased numbers of participants and take a more strategic, facilitative approach that empowers and enables projects to deliver. Paths will support strategic local coordination which integrate local delivery and promote innovation in engaging disadvantaged groups.

Paths will consolidate and build on their inclusive delivery model, working with partners and communities to understand and overcome the barriers to accessing health walks felt by those with long term conditions, disabilities and disadvantaged groups.

Paths will continue to nurture existing relationships with key partners and build new ones.

Paths will work with SAMH, See Me and other partners to co-design evidence based and needs led resources to support walk leaders promote mental health, reduce stigma and barriers to engagement. Paths will review and work to continually improve their data collection approach and dissemination.

#### WFH Training Programme

Paths will continue to build capacity throughout communities to deliver high quality and inclusive health walks and strength and balance activity.

Paths will work to continually improve their training programme and respond to the evolving needs of the network for a mixture of (online and in person) content and training, creating new CPD opportunities to meet the need of our broad network of walk leaders.

#### Strength and Balance Programme

Paths will continue to improve this programme to help tackle the acute deconditioning and increase in falls which is putting pressure on the NHS and health and social care services including boosting their training programme to increase the capacity and confidence of members to promote strength and balance activities on health walks, further developing the suite of resources (leaflets, signage, training cue cards etc) incorporating evidence based messaging and developing new and enhanced content to increase awareness and uptake of resources among priority audiences

#### Workplaces

Paths will raise awareness of workplace walking through a refreshed communication plan and maintain and continually improve the core biannual national Step Count challenges along with the bespoke challenges to meet the needs of the diverse range of organisations. Paths will undertake a review of the walk at work award with a view to relaunching the award in 23/24.

#### Dementia Friendly Walks Programme

Paths will focus on updating the training course for walk leaders and upskilling the cascade trainers to implement changes. Paths will develop a lighter touch, more sustainable model for care environments involving promotion, advice and implementation of evidence based resources and training materials.

#### Movement for Health

Paths will continue to manage the Movement for Health Coalition and its associated subgroups in order to deliver their workplan. Paths will focus on fostering strategic partnerships, attending and contribute to national meetings to facilitate cross working and identify opportunities for the programme.

Movement For Health will develop areas of a new website, new social media campaigns and will facilitate the Movement for Health community of practice and its associated resources

They will deliver a Movement for Health practice pilot in partnership with the Royal College of General Practitioners with support from Public Health Scotland and academic institutions.

#### Communications

Paths National Communications function will work to change Scottish cultural norms and opinions on walking through positive PR coverage, digital marketing activities and creative campaigns both on and offline. Paths will improve equality diversity & inclusion capability to ensure messages and projects reach targeted groups, particularly those who face inequalities or barriers to walking. We will effectively manage and promote our brand through further developing our website, We will undertake partnership work to increase our reach and impact.

We will work with the Policy and Data officers to raise awareness of data and strategic policy areas and gaps.

#### Policy

Paths will continue advocacy, policy support and consultation engagement and will develop the role of a dedicated Data Officer to provide monitoring and evaluation of walking data. Paths will commission an updated Public Opinion Survey and will work with Living Streets to commission an economic study on the benefits of walking.

#### Community Paths

Paths will support more communities to increase their capacity and resources to develop and deliver community path projects and promote the benefits of inclusive community path networks, helping to reduce inequalities and engender community wellbeing and cohesion.

#### Community Paths Grants

Paths will provide Community Path Grants which contribute towards creating inclusive path networks and help break down barriers that prevent people from walking. Paths will offer larger grants to fewer groups, particularly in more deprived communities each year.

Paths will support communities by providing access to path counters to enable more accurate monitoring and sharing of footfall data.

Targets: - fund 9 projects; provide 6 communities with path counters.

#### Nature Connectedness Programme

Paths will continue to develop and grow this programme and will build upon their nature connectedness programme, introducing this work to care homes and established health walk groups and will lead the way and champion immersive nature walks in blue and greenspaces with nature connectedness experiences and developing guidance for community groups to deliver added benefits for their communities.

Targets: Develop a placemaking toolkit, 2 case studies and develop a National Lottery application

#### Cycling Without Age

Paths will provide £150,000 to the Cycling Without Age programme which provides access to the outdoors through volunteer led trishaw rides for disabled people and older adults in care settings, helping to address social isolation and loneliness. Paths will continue to work with the Cycling Without Age programme to integrate strength and balance activities where appropriate as part of the trishaw experience.

## PART 2: PAYMENT OF GRANT

1. The total Grant of up to £2,000,000 shall be payable by the Scottish Ministers to the Grantee in 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 2023 to 2024 . 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.  
**Guidance Note**
3. The Grantee shall provide a profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the 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 estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the programme until the next claim is due to be submitted.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 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 mid April the amount of the Grant actually expended up to and including 31 March.

**SCHEDULE 2**

**GRANT CLAIM FORM**

**Organisation:** «Name and Address»

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

**Project:** «Name/Description»

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

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

**Grant claimed to date:** «Amount»

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

«Claim for grant» or «Estimate of grant required» for the period from [Click here to enter a date.](#) to [Click here to enter a date.](#) or to [Click here to enter a date.](#): «Amount»

We hereby claim «total» grant of «£XX» in respect of the above period in accordance with the terms and conditions of the offer of Grant dated [Click here to enter a date.](#) and the Schedules attached thereto.

**Completed by:**

**Position:**

**Contact Details:**

**Date:**

**Items of Expenditure**

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

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

«Name of the Project»

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 (in all cases by either party, its employees, agents or representatives):

- 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
- d) any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default

**“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).



E: [Redacted]@gov.scot

Mr John Mayock  
Project Director  
The Daily Mile Foundation at INEOS

[Redacted: Section 38(1)(b)]

18 May 2023

Dear John,

## **OFFER OF GRANT FOR THE DAILY MILE FOUNDATION 2023/24**

The Scottish Ministers in exercise of their powers under Section 1A of the National Health Service Reform (Scotland) Act 1978 (as inserted by Section 9 of the National Health Service Reform) hereby offer to give to The Daily Mile Foundation (“the Grantee”) a grant of up to £50,000 STERLING, payable over the financial year/s 2023-2024 in connection with Delivering the new 3 year strategy 2023-2026, underpinned by a delivery plan which will outline the year on year growth for Scotland to reach 60% of schools across Scotland, which is more particularly described in Part 1 of Schedule 1 (“the Project/Programme”) and subject to the following terms and conditions:

### **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.

## Purposes of the Grant

- 2.1 The Grant is made to enable the Grantee to carry out the Daily Mile Foundation Scottish programme.
- 2.2 The Grant shall only be used for the purposes of the Daily Mile Foundation Scottish 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:

**Delivery of a new 3-year strategy 2023-2026, underpinned by a delivery plan which will outline the year-on-year growth for Scotland to reach 60% of schools across Scotland.**

**Creation of Health and Wellbeing Award to demonstrate sustainability and recognise and reward schools' commitment to improving children's wellbeing through implementing The Daily Mile.**

**Further development of relationships with key policy leads local and national partners at a strategic and operational level.**

**Creation of an advisory group to support as well as check and challenge the direction, approach, and implementation of The Daily Mile across Scotland.**

**Communication and promotion of The Daily Mile as health and wellbeing initiative that contributes towards improved population health.**

**The Daily Mile is embedded into wider programmes and strategies in relation to Daily Mile Nation status.**

- 2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are:
  - Delivery of a new 3-year Daily Mile Strategy.
  - An increase in the percentage of schools across Scotland which have adopted the Daily Mile
- 2.6 The eligible costs for which the Grant can be claimed are:

Operating and Delivery costs necessary to deliver the programme of work outlined in detail in Schedule 1 below.

2.7 The eligible costs exclude:

- any Value Added Tax (VAT) reclaimable by the Grantee.
- any employment costs arising from the Grantee's legal obligations to its employees, for example parental leave, sick leave, redundancy.

## 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 6 weeks following the end of each Financial Year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant 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 or required 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 2024 of the applicable financial year as set out in Schedule 1, unless otherwise agreed in writing by the Scottish Ministers.
- 3.5 There shall be no employment relationship between the Scottish Government and any grant-funded staff.

## Inspection and Information

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the programme in the form of a formal report in October 2023. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the programme as a whole, the reasons for any such changes and progress in achieving objectives/outcomes. In addition, The Daily Mile Foundation will meet with Active Scotland officials monthly to provide updates on progress.
- 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, their representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
- 4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Programme or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the 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.

## Confidentiality and Data Protection

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

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

## 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 £1000.

## 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.

## 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.

## 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 Programme;
  - 9.1.4 in the Scottish Ministers' opinion, the progress on the Programme is not satisfactory;

- 9.1.5 in the Scottish Ministers' opinion, the future of the Programme is in jeopardy; or
- 9.1.6 in the Scottish Ministers' opinion, the Grant is likely to bring the reputation of the Scottish Ministers into disrepute.
- 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 their 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 their 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.

## **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.

## **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.

## **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.

## **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.

## **Compliance with the Law**

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

## **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 Active Scotland, The Scottish Government, St Andrews House, Edinburgh You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[Redacted: Section 38(1)(b)]  
Head of Active Scotland  
18 May 2023



## GRANT ACCEPTANCE

On behalf of The Daily Mile Foundation, I accept the foregoing offer of Grant by the Scottish Ministers dated 18 May 2023 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that the Daily Mile Foundation is solvent. I confirm that I hold the relevant signing authority.

Signed:

«Director/Company Secretary/Authorised Signatory»

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

«Witness»

Witness Name:

Address:

Date:

Place of Signing:



## 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 over the financial year/s 2023-2024. 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 2024 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 each 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 an instalment of the Grant» or «the estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Project until the next claim is due to be submitted».
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 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 mid-April the amount of the Grant actually expended up to and including 31 March.

## SCHEDULE 2

### GRANT CLAIM FORM

**Organisation:** «Name and Address»

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

**Project:** «Name/Description»

**Total agreed grant for:** 2023-34 – Amount -

**Latest forecast of expenditure of grant for:** 2023-24 – Amount -

**Grant claimed to date:**

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

«Claim for grant» for the period from to.

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

**Completed by:**

**Position:**

**Contact Details:**

**Date:**

#### Items of Expenditure

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that «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

Name of the Project -

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 2024 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 Daily Mile Foundation.

Signed:

Name in block capitals:

Position:

Date:



## SCHEDULE 4

### DEFINITIONS

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

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

**“Data Protection Laws”** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body 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 (in all cases by either party, its employees, agents or representatives):

- 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
- d) any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default

**“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 subsidy control regime, as set out in, without limitation, the Subsidy Control Act 2022 and any other applicable law, statutory guidance, code of practice, judgment of a relevant court of law and international commitments on subsidy control arising from, amongst others, World Trade Organisation Membership and international treaties and agreements to which the United Kingdom is a party, as amended or modified from time to time.

**“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).



E: -Redacted]@gov.scot

Ms Celia Tennant  
Chief Executive  
Inspiring Scotland  
Suite 2  
14 New Mart Road  
Edinburgh  
EH14 1RL

29 June 2023

Dear Ms Tennant

## **OFFER OF GRANT FOR INSPIRING SCOTLAND**

The Scottish Ministers in exercise of their powers under Section 1A of the National Health Service Reform (Scotland) Act 1978 (as inserted by Section 9 of the National Health Service Reform) hereby offer to give to Inspiring Scotland (“the Grantee”) a grant of up to £205,065 STERLING, payable over the financial year 2023/2024 to deliver a programme which supports the Scottish Government vision of more people, more active, more often across Scotland.

### **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.

### **Purposes of the Grant**

- 2.1 The Grant is made to enable the Grantee to continue and expand the Active Play Development Programme work.
- 2.2 The Grant shall only be used for the purposes of the Active Play Development 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 objective of the Grant is to support the Active Scotland Outcomes Framework (ASOF):

**To improve our active infrastructure - people and places**

**To develop physical confidence and competence from the earliest age**

**To encourage and enable the inactive to be more active**

- 2.5 The key targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are:
- Evaluations of progress will be guided by the Active Play evaluation Framework
  - Provision of impact and learning report to Active Scotland at the half-way point.
  - Provision of a formal report at the end of the project.
- 2.6 The eligible costs for which the Grant can be claimed are:
- Operating and delivery costs of £205,065 to deliver the Active Play Development Programme outlined in detail in Schedule 1 below.
- 2.7 The eligible costs exclude:
- any Value Added Tax (VAT) reclaimable by the Grantee.
  - any employment costs arising from the Grantee's legal obligations to its employees, for example parental leave, sick leave, redundancy.

## **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 6 weeks following the end of each Financial Year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in Schedule 3. The statement shall be signed by the Grantee'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 or required by the Grantee in connection with the programme, the Grantee shall repay to the Scottish and properly Ministers the amount of such excess within 14 days of

receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

- 3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year as set out in Schedule 1, unless otherwise agreed in writing by the Scottish Ministers.
- 3.5 There shall be no employment relationship between the Scottish Government and any grant-funded staff.

### **Inspection and Information**

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the programme in the form of a formal report at the end point of the project (or a time as agreed as suitable with Scottish Ministers). Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the programme as a whole, the reasons for any such changes and progress in achieving objectives/outcomes. In addition, Inspiring Scotland officials will meet with Active Scotland officials quarterly to provide updates on progress.
- 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 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 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.

## **Confidentiality and Data Protection**

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the programme.
- 5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of His Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the programme.
- 5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

## **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 £1000.

## **Publicity**

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

## 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.

## 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 programme;
  - 9.1.4 in the Scottish Ministers' opinion, the progress on the programme is not satisfactory;
  - 9.1.5 in the Scottish Ministers' opinion, the future of the programme is in jeopardy; or
  - 9.1.6 in the Scottish Ministers' opinion, the Grant is likely to bring the reputation of the Scottish Ministers into disrepute.
- 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.

### **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.

### **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.

### **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.

### **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.

### **Compliance with the Law**

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

## 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 Active Scotland, The Scottish Government, St Andrews House, Edinburgh. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[Redacted: Section  
38(1)(b)]  
Head of Active Scotland

## GRANT ACCEPTANCE

On behalf of Inspiring Scotland, I accept the foregoing offer of Grant by the Scottish Ministers dated 29 June 2023 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Inspiring Scotland is solvent. I confirm that I hold the relevant signing authority.

Signed:

Director/Company Secretary/Authorised Signatory

Print Name: [Redacted: Section 38(1)(b)] I

Position in Organisation of Person Signing: Director of Funds

Date: 29th June 2023

Place of Signing: [Redacted: Section 38(1)(b)]

Signed:

Witness Name: [Redacted: Section 38(1)(b)]

Address: [Redacted: Section 38(1)(b)]

Date: 29/06/23

Place of Signing: Edinburgh

# SCHEDULE 1

## PART 1: THE PROGRAMME

This programme builds on learning from 2022/23 and seeks to further the reach and impact of Active Play.

In 2022, with funding from Scottish Government, Inspiring Scotland, Actify and the charity partners worked alongside Evaluation Support Scotland to refine the Active Play Evaluation Framework. As a result of this collaboration there are now 5 key outcomes for the programme -

For children they have:

- improved physical literacy.
- increased physical activity levels.

And for those supporting children have:

- Increased understanding of the Active Play programme.
- Become more confident facilitating fun and inclusive active play opportunities.
- Committed to facilitating play that is fun, inclusive, and active on an ongoing basis.

Each of the charity partners have a consistent set of indicators and methodology for data collection which is fully integrated into their delivery, with evidence and feedback reviewed on an ongoing basis.

Active Play delivery and strategic engagement will continue in Glasgow City Council and Highland Council and will be expanded to include one or more of the Ayrshire Councils.

Between July 2023 and June 2024 the following outputs should be achieved:

- 8 communities supported.
- 27 new settings and 1 current AP setting (Inverness) receiving Active Play delivery and support.
- 1250 new children
- 100 new parents/carers
- 1000 new Active Play Sessions delivered.
- 75 new teaching and support staff engaged in AP.
- 25 early learning and childcare staff engaged in AP.
- 25 young volunteers engaged.
- 10 monthly Learning check ins with charity partners
- 1 Play Festival Event- Sharing best practise and highlighting the importance and value of Active Play

Inspiring Scotland should continue to promote Active Play through a range of marketing and PR activity supported by Actify, the charity and setting partners. The #ActivePlay hashtag will be consistently used on social media channels with links to the relevant information and resources hosted on the Actify platform.

## PART 2: PAYMENT OF GRANT

1. The total Grant of up to £205,065 shall be payable by the Scottish Ministers to the Grantee in a single payment 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 2023 - 2024. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the 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 estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the programme until the next claim is due to be submitted.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 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 mid-April the amount of the Grant actually expended up to and including 31 March.

**SCHEDULE 2  
GRANT CLAIM FORM**

**Organisation:** Inspiring Scotland

**Bank details:** [Redacted: Section 38(1)(b)]

**Project:** Active Play Development Programme

**Total agreed grant for:** 2023

**Latest forecast of expenditure of grant for:**

**Grant claimed to date:** nil

(where grant is paid in advance)

**Claim for grant for the period from: to**

**We hereby claim £ grant of £205,065 in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 23 June 2023 and the Schedules attached thereto.**

**Completed by:** [Redacted: Section 38(1)(b)]

**Position:** Finance Director

**Contact Details:**

**Date:** [Redacted: Section 38(1)(b)]

**Items of Expenditure** 29/06/23

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

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Item</b>	<b>Amount (£)</b>	<b>Paid Invoice [Y/N]</b>	<b>Other (please specify, e.g. certificate of payment in kind)</b>
Eligible costs	205,065		
<b>TOTAL*</b>	205,065		

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

## SCHEDULE 3

### STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

#### Active Play Development Programme

This is to confirm that the grant claimed by Inspiring Scotland in relation to the above Project/Programme during the financial year ended 31 March 2024 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 Inspiring Scotland.

Signed:

Name in block capitals:

Position:

Date:

## SCHEDULE 4

### DEFINITIONS

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

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

**“Data Protection Laws”** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body 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 (in all cases by either party, its employees, agents or representatives):

- 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
- d) any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default

**“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).

E: [Redacted]@gov.scot

Mr Aidan Gallacher  
CEO  
Actify Training and Technology CIC  
Floor 3  
24 Sandyford Place  
Glasgow  
G3 7NG

[Redacted: Section 38(1)(b)]

29 June 2023

Dear Aidan

## **OFFER OF GRANT FOR ACTIFY TRAINING AND TECHNOLOGY CIC**

The Scottish Ministers in exercise of their powers under Section 1A of the National Health Service Reform (Scotland) Act 1978 (as inserted by Section 9 of the National Health Service Reform) hereby offer to give to Actify Training and Technology CIC (“the Grantee”) a grant of up to £95,679 STERLING, payable over the financial year 2023/2024 to deliver a programme which supports the Scottish Government vision of more people, more active, more often across Scotland.

### **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.

### **Purposes of the Grant**

- 2.1 The Grant is made to enable the Grantee to carry out the Active Play Development Programme work.
- 2.2 The Grant shall only be used for the purposes of the Active Play Development 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 objective of the Grant is to support the Active Scotland Outcomes Framework (ASOF):

**To improve our active infrastructure - people and places**

**To develop physical confidence and competence from the earliest age**

**To encourage and enable the inactive to be more active**

- 2.5 The key targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are:
  - Evaluations of progress will be guided by the Active Play evaluation Framework
  - Provision of impact and learning report to Active Scotland at the half-way point.
  - Provision of a formal report at the end of the project.
- 2.6 The eligible costs for which the Grant can be claimed are:
  - Operating and delivery costs of £95,679 to deliver the Active Play Development Programme outlined in detail in Schedule 1 below.
- 2.7 The eligible costs exclude:
  - any Value Added Tax (VAT) reclaimable by the Grantee.
  - any employment costs arising from the Grantee's legal obligations to its employees, for example parental leave, sick leave, redundancy.

## **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 6 weeks following the end of each Financial Year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant 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 or required by the Grantee in connection with the programme, the Grantee shall repay to the Scottish and properly 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 2024 of the applicable financial year as set out in Schedule 1, unless otherwise agreed in writing by the Scottish Ministers.
- 3.5 There shall be no employment relationship between the Scottish Government and any grant-funded staff.

### **Inspection and Information**

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the programme in the form of a formal report at the end point of the project (or a time as agreed as suitable with Scottish Ministers). Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the programme as a whole, the reasons for any such changes and progress in achieving objectives/outcomes. In addition, Actify will meet with Active Scotland officials quarterly to provide updates on progress.
- 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 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 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.

## **Confidentiality and Data Protection**

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the programme.
- 5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of His Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the programme.
- 5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

## **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 £1000.

## Publicity

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

## 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.

## 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 programme;
  - 9.1.4 in the Scottish Ministers' opinion, the progress on the programme is not satisfactory;
  - 9.1.5 in the Scottish Ministers' opinion, the future of the programme is in jeopardy; or
  - 9.1.6 in the Scottish Ministers' opinion, the Grant is likely to bring the reputation of the Scottish Ministers into disrepute.
- 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.

## **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.

## **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.

## **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.

## **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.

## Compliance with the Law

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

## 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 Active Scotland, The Scottish Government, St Andrews House, Edinburgh. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[Redacted: Section 38(1)(b)]  
Head of Active Scotland

## GRANT ACCEPTANCE

On behalf of Actify Training and Technology CIC, I accept the foregoing offer of Grant by the Scottish Ministers dated 29 June 2023 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Actify Training and Technology CIC is solvent. I confirm that I hold the relevant signing authority.

Signed:

Director/Company Secretary/Authorised Signatory

Print Name: Aidan Gallacher

Position in Organisation of Person Signing: Director

Date: 30/06/2023

Place of Signing: Glasgow

Signed:

Witness Name: [Redacted: Section 38(1)(b)]

Address: [Redacted: Section 38(1)(b)]

Date: 03/07/2023

Place of Signing: Glasgow

## SCHEDULE 1

### PART 1: THE PROGRAMME

This programme builds on learning from 2022/23 and seeks to further the reach and impact of Active Play.

In 2022 Inspiring Scotland, Actify and the charity partners worked alongside Evaluation Support Scotland to refine the Active Play Evaluation Framework. As a result of this collaboration there are now 5 key outcomes for the programme -

For children they have:

- improved physical literacy.
- increased physical activity levels.

And for those supporting children have:

- Increased understanding of the Active Play programme.
- Become more confident facilitating fun and inclusive active play opportunities.
- Committed to facilitating play that is fun, inclusive, and active on an ongoing basis.

Each of the charity partners have a consistent set of indicators and methodology for data collection which is fully integrated into their delivery, with evidence and feedback reviewed on an ongoing basis.

Active Play delivery and strategic engagement will continue in Glasgow City Council and Highland Council and will be expanded to include one or more of the Ayrshire Councils.

Actify will lead on outcomes for those supporting children. Engaging a total of between 100 and 200 people within training rounds.

Actify will aim to recruit participants from:

- Play charities
- Early years providers
- Primary schools
- Community organisations
- Sports organisations

Through a blended package of delivery, Active Play Training will provide participants with:

- Training sessions that mix theory and hands on practice
- Support to develop their own Active Play Action Plans for their setting
- Access to the Active Play Training hub on the Actify platform where they can access ongoing support and resources
- Information and resources to support adults they work with i.e parents and carers

Actify will support Inspiring Scotland to promote Active Play through a range of marketing and PR activity. The #ActivePlay hashtag will be consistently used on social media channels with links to the relevant information and resources hosted on the Actify platform.

## PART 2: PAYMENT OF GRANT

1. The total Grant of up to £95,679 shall be payable by the Scottish Ministers to the Grantee in a single payment 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 2023 - 2024. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the 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 estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the programme until the next claim is due to be submitted.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 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 mid-April the amount of the Grant actually expended up to and including 31 March 2024.

**SCHEDULE 2  
GRANT CLAIM FORM**

**Organisation:**

**Bank details:** [Redacted: Section 38(1)(b)]

**Project:** Active Play Training

**Total agreed grant for:** £95,679

**Latest forecast of expenditure of grant for:** £95,679

**Grant claimed to date:**

(where grant is paid in advance)

**Claim for grant** £95,679 **for the period from:** July 2023 **to** March 2024

**We hereby claim £95,679 grant of £95,679 in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 29/06/23 and the Schedules attached thereto.**

**Completed by:** Aidan Gallacher

**Position:** Director

**Contact Details:** [Redacted]@actify.org.uk

**Date:** 04/07/23

**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 has been submitted to substantiate each amount.**

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

Name of the Project: Active Play Development Project

This is to confirm that the grant claimed by Actify Training and Technology CIC in relation to the above Project/Programme during the financial year ended 31 March 2024 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 Actify Training and Technology CIC.

Signed:

Name in block capitals:

Position:

Date:

## SCHEDULE 4

### DEFINITIONS

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

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

**“Data Protection Laws”** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body 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 (in all cases by either party, its employees, agents or representatives):

- 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
- d) any negligence or negligent or fraudulent miss-statement or misappropriation of Grant, or any other default

**“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).

E: [Redacted]@gov.scot

Kirsty McNab  
Scottish Sports Futures - SSF  
The Legacy Hub  
301 Springfield Road  
Glasgow  
G40 3LJ

11 May 2023

Dear Kirsty

## **OFFER OF GRANT FOR SCOTTISH SPORTS FUTURES**

The Scottish Ministers in exercise of their powers under Section 1A of the National Health Service Reform (Scotland) Act 1978 (as inserted by Section 9 of the National Health Service Reform) hereby offer to give to Scottish Sports Futures (“the Grantee”) a grant of up to £40,000 STERLING, payable over the financial year 2023/2024 to deliver a programme which supports the Scottish Government vision of more people, more active, more often across Scotland.

### **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.

### **Purposes of the Grant**

- 2.1 The Grant is made to enable the Grantee to carry out the Scottish Sports Futures programme work.

- 2.2 The Grant shall only be used for the purposes of the Scottish Sports Futures 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 objective of the Grant is to support the Active Scotland Outcomes Framework (ASOF):

**To support wellbeing and resilience in communities through physical activity and sport.**

**To improve opportunities to participate, progress and achieve in sport.**

- 2.5 The key targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are:
- Evaluations of progress completed by SSF and participants.
  - Internal review completed quarterly and shared with Scottish Government
  - Produce an updated version of the Mental Health and Wellbeing in Sport module with input from SAMH.
  - Produce an updated version of the Adverse Childhood Experiences and Human Connection in Sport module with input from industry partners.
  - Develop a new module called 'Taking a Person-Centred Approach' (working title) and pilot a minimum of 6 deliveries of this module.
  - Upskill the SSF workforce by training at least 5 new SSF Tutors which will increase capacity and reach to deliver these modules across Scotland.
- 2.6 The eligible costs for which the Grant can be claimed are:
- Operating and delivery costs of £40,000 to deliver the Scottish Sports Futures programme outlined in detail in Schedule 1 below.
- 2.7 The eligible costs exclude:
- any Value Added Tax (VAT) reclaimable by the Grantee.
  - any employment costs arising from the Grantee's legal obligations to its employees, for example parental leave, sick leave, redundancy.

## **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 6 weeks following the end of each Financial Year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in Schedule 3. The statement shall be signed by the Grantee'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 or required by the Grantee in connection with the programme, the Grantee shall repay to the Scottish and properly Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.
- 3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year as set out in Schedule 1, unless otherwise agreed in writing by the Scottish Ministers.
- 3.5 There shall be no employment relationship between the Scottish Government and any grant-funded staff.

### **Inspection and Information**

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the programme in the form of a formal report in October 2023. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the programme as a whole, the reasons for any such changes and progress in achieving objectives/outcomes. In addition, Scottish Sports Futures will meet with Active Scotland officials monthly to provide updates on progress.
- 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 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 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.

## **Confidentiality and Data Protection**

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the programme.
- 5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of His Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the programme.
- 5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

## **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 £1000.

## Publicity

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

## 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.

## 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 programme;
  - 9.1.4 in the Scottish Ministers' opinion, the progress on the programme is not satisfactory;
  - 9.1.5 in the Scottish Ministers' opinion, the future of the programme is in jeopardy; or
  - 9.1.6 in the Scottish Ministers' opinion, the Grant is likely to bring the reputation of the Scottish Ministers into disrepute.
- 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.

## **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.

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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.

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

## Compliance with the Law

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

## 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 Active Scotland, The Scottish Government, St Andrews House, Edinburgh. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[Redacted: Section 38(1)(b)]  
Head of Active Scotland

## GRANT ACCEPTANCE

On behalf of Scottish Sports Futures, I accept the foregoing offer of Grant by the Scottish Ministers dated 11 May 2023 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Scottish Sports Futures is solvent. I confirm that I hold the relevant signing authority.

Signed:

«Director/Company Secretary/Authorised Signatory»

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

Witness Name:

Address:

Date:

Place of Signing:

## SCHEDULE 1

### PART 1: THE PROGRAMME

Taking a person-centred approach is a key element of the Changing Lives Through Sport & Physical Activity programme. SSF have been instrumental in the creation of partnerships with experts on topics that affect young people, where sport is proven to make an impact.

SSF alongside SAMH, Children 1st and the Scottish Violence Reduction unit (SVRU) with input from the Scottish Government Trauma team have developed education and training modules specifically designed for practitioners working in and delivering sport and physical activity across Scotland:

- Mental Health and Wellbeing in Sport and Physical Activity
- Human Connection and Adverse Childhood Experiences (ACEs)

This funding will support SSF to:

- Develop a new module on “Taking a person-centred approach” to upskill sport and physical activity organisations and practitioners to support them to adopt a changing lives approach. This module will complement the current Human Connection and ACEs module.
- With support from sportscotland, continue to deliver modules to the sport and physical activity sector and third sector organisations:
- Provide organisations and practitioners with ‘how to’ tools to implement learning on mental health and ACEs into sport sessions based on SSF learning and experience.
- Provide physical activity and sport organisations and practitioners with information on The National Trauma Training Programme.
- Work with ACEs experts across the UK to share resources and best practice to embed learning.
- Access, analyse and share research surrounding ACE’s and the link with sport and physical activity.
- Develop the tutor workforce to deliver these modules across Scotland.
- Play a key learning and influencing role advocating link with sport and ACEs, trauma and mental health.

## PART 2: PAYMENT OF GRANT

1. The total Grant of up to £40,000 shall be payable by the Scottish Ministers to the Grantee in a single payment 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 2023 - 2024. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the 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 estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the programme until the next claim is due to be submitted.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 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 mid-April the amount of the Grant actually expended up to and including 31 March.

**SCHEDULE 2  
GRANT CLAIM FORM**

**Organisation:**

**Bank details:**

**Project:**

**Total agreed grant for:**

**Latest forecast of expenditure of grant for:**

**Grant claimed to date:**

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

«Claim for grant» or «Estimate of grant required» for the period from [Click here to enter a date.](#) to [Click here to enter a date.](#) or to [Click here to enter a date.:](#) «Amount»

We hereby claim «total» grant of «£XX» in respect of the above period in accordance with the terms and conditions of the offer of Grant dated . 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

«Name of the Project»

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 2024 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:



## 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 (in all cases by either party, its employees, agents or representatives):

- 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
- d) any negligence or negligent or fraudulent miss-statement or misappropriation of Grant, or any other default

**“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).

E: [Redacted]@gov.scot

Mr Brendan Paddy  
Director  
Ramblers Scotland

[Redacted: Section 38(1)(b)]

15 May 2023

Dear Mr Paddy,

## **OFFER OF GRANT FOR RAMBLERS SCOTLAND 2023/24**

The Scottish Ministers in exercise of their powers under Section 1A of the National Health Service Reform (Scotland) Act 1978 (as inserted by Section 9 of the National Health Service Reform) hereby offer to give to Ramblers Scotland (“the Grantee”) a grant of up to £80,000 STERLING, payable over the financial year/s 2023-2024. This is to support the continuation of the work on the Ramblers Scotland Walk Leader Programme and Ramblers Young Adult Development Programme, which is more particularly described in Part 1 of Schedule 1 (“the Project/Programme”) and subject to the following terms and conditions:

### **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.

## **Purposes of the Grant**

- 2.1 The Grant is made to enable the Grantee to carry out the Ramblers Scotland Walk Leader Programme and Ramblers Young Adult Development Programme.
- 2.2 The Grant shall only be used for the purposes of the Ramblers Scotland Walk Leader Programme and Ramblers Young Adult Development 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:
  - Support Walk Leaders with learning and development opportunities to improve the range & quality of group walks for existing & new participants.
  - Empowering young adults to find great local walks and likeminded people to safeguard their physical and mental wellbeing.
  - Identify how the Out There Award could reach more young adults.
  - Increase outreach to inactive and excluded groups – specifically people from minority ethnic communities and refugees and asylum seekers (funded by players of the People’s Postcode Lottery).
- 2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are:
  - 70 Walk Leaders complete e-learning courses including Walk Leader Foundation and Preventing and Managing Incidents.
  - 110 Walk Leaders complete WL Next Steps skills courses to support lead walks across Scotland.
  - 60 participants attend Masterclasses & other online events.
  - 10 days of additional Skills Courses for 25 participants, especially navigation.
  - Participation by > 60% of Ramblers groups.
  - Use communication and our training offer to increase the number of registered walk leaders by 100
  - 100 young adults complete the Out There Award
  - 30 young adults complete the Out There Award plus
  - 10 young adults become Out There Award ambassadors.

- 50% of participants to be female
- 50% of participants from groups facing additional barriers to participation
- Out There Award participants report improved confidence, skills, knowledge, how to walk safely and social support networks due to award participation.
- Test delivery at scale through outdoor instructors and identify at least one potential public or third sector delivery partner.
- Establish and maintain a network of community organisations in 2 urban centres, reaching out to people from minority ethnic communities and refugees and asylum seekers.
- Test and refine a delivery framework with minimum of 5 community groups.
- Develop and test a robust approach to evaluation and impact reporting.
- Develop and refine an appropriate approach to communications and project promotion/celebration

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

Operating and Delivery costs necessary to deliver the programme of work outlined in detail in Schedule 1 below.

2.7 The eligible costs exclude:

- any Value Added Tax (VAT) reclaimable by the Grantee.
- any employment costs arising from the Grantee's legal obligations to its employees, for example parental leave, sick leave, redundancy.

## 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 6 weeks following the end of each Financial Year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant 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 or required 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 1, unless otherwise agreed in writing by the Scottish Ministers.
- 3.5 There shall be no employment relationship between the Scottish Government and any grant-funded staff.

### **Inspection and Information**

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the programme in the form of a formal report in October 2023. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the programme as a whole, the reasons for any such changes and progress in achieving objectives/outcomes. In addition, Ramblers Scotland will meet with Active Scotland officials monthly to provide updates on progress.
- 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, their representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
- 4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Programme or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the 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.

## **Confidentiality and Data Protection**

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Programme.
- 5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of His Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the Programme.
- 5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

## **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.

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  - 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 Programme;
  - 9.1.4 in the Scottish Ministers' opinion, the progress on the Programme is not satisfactory;
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  - 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 their 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 their 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.

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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.

### **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.

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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.

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

## **Compliance with the Law**

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

## **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 Active Scotland, The Scottish Government, St Andrews House, Edinburgh. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[Redacted: Section 38(1)(b)]  
Head of Active Scotland  
15 May 2023

## GRANT ACCEPTANCE

On behalf of Ramblers Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated 15 May 2023 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Ramblers Scotland 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

We encourage and enable the inactive to become more active.

We know we are reaching groups and demographics that are disproportionately inactive and encouraging their sustained engagement in physical activity, we need to gather more evidence to clarify if the individuals we are engaging were previously inactive.

We are actively exploring how what we know about walking could support existing groups outwith Ramblers Scotland to become more active, with a focus on communities and demographics that are disproportionately inactive.

We encourage and enable the active to stay active throughout life.

We know that we are reaching groups and demographics that are disproportionately affected by life changes that have the potential to impact their physical activity levels and encouraging their sustained engagement in physical activity at different life stages. This includes 1) working with young adults especially young women and others facing additional barriers to a lifelong journey into the outdoors and 2) supporting older people and especially older women to remain active.

We improve our active infrastructure – people and places.

We have worked with Scottish Government agencies and other partners to developed the best ever [Scottish Paths Map](#) and are now seeking to engage lowest quintile SIMD communities to ensure this information is used effectively to promote walking. This work is independently funded.

We support wellbeing and resilience in communities through physical activity and sport.

We are working with sportscotland and local authorities to engage excluded and disproportionately inactive communities to explore how we can support a sustainable increase in their physical activity in way that enhances wellbeing and resilience.

## **PART 2: PAYMENT OF GRANT**

1. The total Grant of up to £80,000 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 over the financial year/s 2023 - 2024. 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 2024 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 each 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 an instalment of the Grant.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee has reasonably and properly incurred in connection with the Project/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 week(s) 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 (MID) April the amount of the Grant actually expended up to and including 31 March.

**SCHEDULE 2**

**GRANT CLAIM FORM**

**Organisation:** «Name and Address»

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

**Project:** «Name/Description»

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

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

**Grant claimed to date:** «Amount».

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

**«Claim for grant» or «Estimate of grant required» for the period from** to

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

**Completed by:**

**Position:**

**Contact Details:**

**Date:**

**Items of Expenditure**

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

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

«Name of the Project»

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 202 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 (in all cases by either party, its employees, agents or representatives):

- 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
- d) any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default

**“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 subsidy control regime, as set out in, without limitation, the Subsidy Control Act 2022 and any other applicable law, statutory guidance, code of practice, judgment of a relevant court of law and international commitments on subsidy control arising from, amongst others, World Trade Organisation Membership and international treaties and agreements to which the United Kingdom is a party, as amended or modified from time to time.

**“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).



E: [Redacted]@gov.scot

Kim Atkinson  
Scottish Sports Association  
Caledonia House  
South Gyle  
Edinburgh  
EH12 9DQ

10 July 2023

Dear Kim

## OFFER OF GRANT FOR SCOTTISH SPORTS ASSOCIATION

The Scottish Ministers in exercise of their powers under Section 1A of the National Health Service Reform (Scotland) Act 1978 (as inserted by Section 9 of the National Health Service Reform) hereby offer to give to Scottish Sports Association (“the Grantee”) a grant of up to £85,000 STERLING, payable over the financial year/s 2023/2024 to deliver a programme which supports the Scottish Government vision of a more active Scotland, 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 Scottish Sports Association work programme.
- 2.2 The Grant shall only be used for the purposes of the Scottish Sports Association work 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:

### **Leadership and Governance**

- 1. Co-ordinating and advising upon enhanced recognition opportunities for volunteering/long service contributions to Scottish sport.
- 2. Enhanced governance and increased diversity within Scottish Governing Bodies' Boards.
- 3. Map and begin consultation with members on the challenges with existing governance models available to sports clubs and the changes sports would like to see.

### **Working in Partnership**

- 4. Provide support and adding value to Women and Girls in Sport Week.
- 5. Continue work around partnership, funding and policy opportunities to increase sustainability of SGBs.

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

1a - Successful sport and physical activity nominations for Birthday and New Year honours.

2a - Demonstrate work to support increased diversity on SGBs Boards.

3a - Evidence of discussion with members on the issue of governance models.

4a - Engagement report of MSPs in W&G in Sport Week

5a – Details of work on partnership and funding opportunities with members.

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

- Operating and delivery costs of £85,000 Scottish Sports Association work programme outlined in detail in Schedule 1 below.

2.7 The eligible costs exclude:

- any Value Added Tax (VAT) reclaimable by the Grantee
- any employment costs arising from the Grantee's legal obligations to its employees, for example parental leave, sick leave, redundancy

### 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 6 weeks following the end of each Financial Year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **Schedule 3**. The statement shall be signed by the Grantee'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 or required by the Grantee in connection with the programme, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

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

#### 4. Inspection and Information

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the programme every 6 months in the form of a brief report of progress due in November 2023 and a formal report due in March 2024. The final report should include details of actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the programme as a whole, the reasons for any such changes and progress in achieving objectives/outcomes. In addition, Scottish Sports Association will meet with Active Scotland officials every 3 months to provide updates on progress.
- 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 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 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 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 His Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the programme.
- 5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

## 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 £1000.

## 7. Publicity

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

## 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 programme;
  - 9.1.4 in the Scottish Ministers' opinion, the progress on the programme is not satisfactory;

- 9.1.5 In the Scottish Ministers' opinion, the future of the programme is in jeopardy; or
- 9.1.6 In the Scottish Ministers' opinion, the Grant is likely to bring the reputation of the Scottish Ministers into disrepute.
- 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. 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 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 Active Scotland, The Scottish Government, St Andrews House, Edinburgh You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[Redacted: Section 38(1)(b)], Head of Active Scotland  
10 July 2023

## GRANT ACCEPTANCE

On behalf of Scottish Sports Association, I accept the foregoing offer of Grant by the Scottish Ministers dated 10 July 2023 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Scottish Sports Association is solvent. I confirm that I hold the relevant signing authority.

Signed:

«Director/Company Secretary/Authorised Signatory»

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

«Witness»

Witness Name:

Address:

Date:

Place of Signing:

## SCHEDULE 1

### PART 1: THE PROGRAMME

The Scottish Sports Association delivery programme continues and develops the existing partnership with the Scottish Government in relation to leadership and governance. Adding value to the Active Scotland Development Group and advising on matters of interest and reporting on specific challenges and potential opportunities for members:

#### **Leadership and Governance**

1. Co-ordinating and advising upon enhanced recognition opportunities for volunteering/long service contributions to Scottish sport.
2. Enhanced governance and increased diversity within Scottish Governing Bodies' Boards.
3. Report on the challenges with existing governance models available to sports clubs and the changes sports would like to see.

#### **Working in Partnership**

4. Provide support and adding value to Women and Girls in Sport Week.
5. Continue work around partnership, funding and policy opportunities to increase sustainability of SGBs.

## PART 2: PAYMENT OF GRANT

1. The total Grant of up to £85,000 shall be payable by the Scottish Ministers to the Grantee in one single payment **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 2023/2024. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the 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 estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the programme until the next claim is due to be submitted.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 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 mid-April the amount of the Grant actually expended up to and including 31 March.

**SCHEDULE 2**

**GRANT CLAIM FORM**

**Organisation:**

**Bank details:**

**Project:**

**Total agreed grant for:**

**Latest forecast of expenditure of grant for:**

**Grant claimed to date:**

**Claim for grant**                      **the period from to**

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

**Completed by:**

**Position:**

**Contact Details:**

**Date:**

**Items of Expenditure**

**Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that has been submitted to substantiate each amount.**

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

This is to confirm that the grant claimed by the Scottish Sports Association in relation to the above Programme during the financial year ended 31 March 2024 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 Scottish Sports Association.

Signed:

Name in block capitals:

Position:

Date:

## SCHEDULE 4

### DEFINITIONS

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

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

**“Data Protection Laws”** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body 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 (in all cases by either party, its employees, agents or representatives):

- 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.
- d) any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default

**“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).

E: [Redacted]@gov.scot

Professor Marie Murphy,  
Director of Physical Activity for Health Research  
Centre (PAHRC),  
Second Floor,  
St Leonard's Land,  
Edinburgh  
EH8 8AQ

7 June 2023

Dear Professor Murphy

## **OFFER OF GRANT FOR SPARC**

The Scottish Ministers in exercise of their powers under Section 1A of the National Health Service Reform (Scotland) Act 1978 (as inserted by Section 9 of the National Health Service Reform) hereby offer to give to Physical Activity for Health Research Centre (PAHRC) ("the Grantee") a grant of up to £6,000 STERLING, payable over the financial year 2023/2024 to deliver Scottish Physical Activity Research Connections (SPARC) conference 2023 which supports the Scottish Government vision to bring together researchers, practitioners, and policy officials, providing the opportunity to assess collective progress and consider emerging evidence, which is described in more detail in Part 1 of Schedule 1 ("the Programme") and subject to the following terms and conditions:

1. Definitions and Interpretation
  - 1.1 In these Conditions, the words and expressions set out in Schedule 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 2023 SPARC conference programme.
- 2.2 The Grant shall only be used for the purposes of the 2023 SPARC conference 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 objective of the Grant is to support the following:
  - **Assist government with information for policy discussion in areas related to the six Active Scotland Outcomes,**
  - **Increase the flow of information between research, policy and practice in relation to physical activity for health,**
  - **Facilitate collaborations between researchers who are working on similar themes.**

These contribute to actions that are needed to deliver the Scottish Government's overall target of meeting the WHO global target set in 2018 of a 15% relative reduction in physical inactivity amongst adults by 2030.

- 2.5 The key target of the Grant against which achievement of the objective shall be monitored is:

- **The organisation and delivery of the 2023 SPARC conference.**

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

**Operating and delivery costs of £6,000 to deliver the 2023 SPARC conference outlined in Schedule 1 below.**

- 2.7 The eligible costs exclude:

any Value Added Tax (VAT) reclaimable by the Grantee  
any employment costs arising from the Grantee's legal obligations to its employees, for example parental leave, sick leave, redundancy

## 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 6 weeks following the end of each Financial Year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant 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 or required by the Grantee in connection with the programme, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.
- 3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year as set out in Schedule 1 unless otherwise agreed in writing by the Scottish Ministers.
- 3.5 There shall be no employment relationship between the Scottish Government and any grant-funded staff.

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

- 4.1 Scottish Physical Activity Research Connections (SPARC) will meet with Active Scotland officials regularly to provide updates on progress.
- 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 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 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 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 His Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the programme.
- 5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

## **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 £1000.

## 7. **Publicity**

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

## 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 programme;
  - 9.1.4 in the Scottish Ministers' opinion, the progress on the programme is not satisfactory;
  - 9.1.5 in the Scottish Ministers' opinion, the future of the programme is in jeopardy; or
  - 9.1.6 in the Scottish Ministers' opinion, the Grant is likely to bring the reputation of the Scottish Ministers into disrepute.
- 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 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 Active Scotland, The Scottish Government, St Andrews House, Edinburgh You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[Redacted: Section 38(1)(b)],  
Head of Active Scotland

## GRANT ACCEPTANCE

On behalf of **Physical Activity for Health Research Centre (PAHRC)**, I accept the foregoing offer of Grant by the Scottish Ministers dated 7 June 2023 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that The University Court of the University of Edinburgh, acting through Physical Activity for Health Research Centre (PAHRC) is solvent. I confirm that I hold the relevant signing authority.

Signed:

«Director/Company Secretary/Authorised Signatory»

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

Witness Name:

Address:

Date:

Place of Signing:

# SCHEDULE 1

## PART 1: THE PROGRAMME

Scottish Physical Activity Research Connections (SPARC) is a network of physical activity researchers, policy-makers and practitioners in Scotland which was established following a conference in October 2016. The SPARC conference is organised by the Physical Activity for Health Research Centre (PAHRC) at the University of Edinburgh.

The Physical Activity for Health Research Centre (PAHRC) is based within the Institute of Sport, Physical Education and Health Sciences in the Moray House School of Education and Sport at the University of Edinburgh. The main focus of Physical Activity for Health Research Centre (PAHRC) is to develop, test and implement interventions which encourage people of all ages to move more.

Active Scotland is part of the Population Health Directorate within the Scottish Government. It is responsible for leading activity to deliver the vision of a Scotland where more people are more active more often. Active Scotland's approach is guided by the Active Scotland Outcomes Framework which describes Scotland's ambitions for sport and physical activity.

The SPARC conference 2023 will create the opportunity for the flow of information about physical activity and health between researchers, policy-makers and practitioners at an in-person event held in Edinburgh. The conference will include a keynote session from an expert in the field, workshops and oral poster presentations.

## PART 2: PAYMENT OF GRANT

1. The total Grant of up to £6,000 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 over the financial year 2023 to 2024. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the 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 estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the programme until the next claim is due to be submitted.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 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 mid April the amount of the Grant actually expended up to and including 31 March.

## SCHEDULE 2

### GRANT CLAIM FORM

**Organisation:** University of Edinburgh

**Bank details:**

**Project:** Scottish Physical Activity Research Connections (SPARC), established in 2016, is a network of physical activity researchers, policy-makers and practitioners in Scotland organised by the Physical Activity for Health Research Centre (PAHRC) at the University of Edinburgh and the Active Scotland Division at the Scottish Government.

**Total agreed grant for:** £6,000.00

**Latest forecast of expenditure of grant for:** £6,000.00

**Grant claimed to date:** £0.00

«Claim for grant» or «Estimate of grant required» for the period from [Click here to enter a date.](#) to [Click here to enter a date.](#) or to [Click here to enter a date.](#): «Amount»

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

**Completed by:** Professor Marie Murphy

**Position:** Director of PAHRC, University of Edinburgh

**Contact Details:** [Redacted: Section 38(1)(b)]

**Date:** 15th August 2023

#### 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)
Costs up to £6,000.00 for catering, venue hire etc.	£6,000.00	Y	
<b>TOTAL*</b>	£6,000.00		

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

## SCHEDULE 3

### STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

«Name of the Project»

This is to confirm that the grant claimed by «name of Grantee» in relation to the above Project/Programme during the financial year ended 31 March 2024 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:



## 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 (in all cases by either party, its employees, agents or representatives):

- 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
- d) any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default

**“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



T: 0131-244 0177  
E: [Redacted]@gov.scot

Professor Marie Murphy  
Director of PARHC,  
Second Floor,  
St Leonard's Land,  
Edinburgh  
EH8 8AQ

**[Redacted: Section 38(1)(b)]**

9 August 2023

Dear Professor Murphy,

To confirm agreement from the Scottish Government, Active Scotland Division will pay University of Edinburgh an additional sum of £2,000 in financial year 2022/23. The sum will be over and above the £6,000 that has been agreed and will bring Active Scotland Division's contribution to the Scottish Physical Activity Research Connections (SPARC) 2023 to £8,000.

Scottish Physical Activity Research Connections (SPARC) is a network of physical activity researchers, policy-makers and practitioners in Scotland organised by the Physical Activity for Health Research Centre (PAHRC) at the University of Edinburgh and the Active Scotland Division at the Scottish Government.

SPARC was established to:

- assist government with information for policy discussion in areas related to the six Active Scotland Outcomes and Scotland's 8 Investments,
- increase the flow of information between research, policy and practice in relation to physical activity for health,
- facilitate collaborations between researchers who are working on similar themes.



Active Scotland Division are delighted to be co-hosting the SPARC conference with Physical Activity for Health Research Centre (PAHRC) and this letter recognises the financial contribution made by the Scottish Government.

Yours sincerely

**[Redacted: Section 38(1)(b)]**  
Head of Active Scotland Division



E: [Redacted]@gov.scot

Billy Watson  
SAMH  
Brunswick House  
51 Wilson Street  
Glasgow  
G1 1UZ

10 May 2023

Dear Billy

## OFFER OF GRANT FOR SAMH

The Scottish Ministers in exercise of their powers under Section 1A of the National Health Service Reform (Scotland) Act 1978 (as inserted by Section 9 of the National Health Service Reform Act 2022) hereby offer to give to SAMH (“the Grantee”) a grant of up to £64,468 STERLING, payable over the financial year 2023/2024 to deliver the Charter and Young Women in Leadership (YWIL) programmes which support the Scottish Government vision to improve wellbeing and resilience in communities through physical activity and sport and improve opportunities to participate, progress and achieve in sport, which is described in more detail in Part 1 of Schedule 1 (“the Programme”) and subject to the following terms and conditions:

1. Definitions and Interpretation
  - 1.1 In these Conditions, the words and expressions set out in Schedule 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 SAMH Charter and Young Women in Leadership work programmes.
- 2.2 The Grant shall only be used for the purposes of the SAMH Charter and Young Women in Leadership work programmes 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 objective of the Grant is to support two of the Active Scotland Outcomes from the Active Scotland Outcomes Framework (ASOF):

**To support wellbeing and resilience in communities through physical activity and sport.**

**To improve opportunities to participate, progress and achieve in sport.**

These form part of the actions that are needed to deliver the Scottish Government's overall target of meeting the WHO global target set in 2018 of a 15% relative reduction in physical inactivity amongst adults by 2030.

Addressing inequalities in participation underpins all of the work Active Scotland do. Improving the mental health and wellbeing of the people of Scotland helps to ensure these issues are not a barrier to people being physically active.

Increasing participation and visibility of women and girls in physical activity and sport is a priority for Active Scotland. We recognise the significant contribution that female leaders within sport have in providing crucial strong role models who motivate, promote and inspire others to participate in sport and physical activity across communities.

- 2.5 The key targets against which progress is measured are:

Charter:

- **An increase in the number of Charter signatories.**
- **The promotion of the Charter in the Sport and Physical Activity sector.**
- **The evaluation of the programme through an Impact Report with involved Parties.**

YWIL:

- **Successful launch of programme.**
- **Completion of 12 month mentorship programme, supporting young women into leadership roles.**
- **Evaluation of programme using quantitative and qualitative data.**

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

**Operating and delivery costs of £64,468 to deliver the Charter and Young Women in Leadership programmes outlined in detail in Schedule 1 below.**

2.7 The eligible costs exclude:

any Value Added Tax (VAT) reclaimable by the Grantee  
any employment costs arising from the Grantee's legal obligations to its employees, for example parental leave, sick leave, redundancy

### **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 6 weeks following the end of each Financial Year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant 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 or required by the Grantee in connection with the programme, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

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

3.5 There shall be no employment relationship between the Scottish Government and any grant-funded staff.

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

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the programme in the form of a formal report in October 2023. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the programme as a whole, the reasons for any such changes and progress in achieving objectives/outcomes. In addition, SAMH will meet with Active Scotland officials monthly to provide updates on progress.

- 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 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 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 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 His Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.

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

## **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 £1000.

## **7. Publicity**

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

## **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 programme;
  - 9.1.4 in the Scottish Ministers' opinion, the progress on the programme is not satisfactory;
  - 9.1.5 in the Scottish Ministers' opinion, the future of the programme is in jeopardy; or
  - 9.1.6 in the Scottish Ministers' opinion, the Grant is likely to bring the reputation of the Scottish Ministers into disrepute.
- 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 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 Active Scotland, The Scottish Government, St Andrews House, Edinburgh You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

**[Redacted: Section 38(1)(b)]**  
Head of Active Scotland

## GRANT ACCEPTANCE

On behalf of **SAMH**, I accept the foregoing offer of Grant by the Scottish Ministers dated 10 May 2023 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that SAMH is solvent. I confirm that I hold the relevant signing authority.

Signed:

«Director/Company Secretary/Authorised Signatory»

Print Name: Billy Watson

Position in Organisation of Person Signing: Chief Executive

Date: 06<sup>th</sup> June 2023

Place of Signing: **[Redacted: Section 38(1)(b)]**

Signed:

Witness Name: **[Redacted: Section 38(1)(b)]**

Address: **[Redacted: Section 38(1)(b)]**

Date: 06<sup>th</sup> June 2023

Place of Signing **[Redacted: Section 38(1)(b)]**

## SCHEDULE 1

### PART 1: THE PROGRAMME

#### CHARTER:

Scotland's Mental Health Charter for Physical Activity and Sport aims to improve equality and reduce discrimination for anyone with a mental health problem. Since launching in 2018, organisations from grassroots clubs to elite sporting bodies have adopted the Charter, using their collective power to ensure that there is no barrier to engaging, participating and achieving in Sport and Physical Activity.

SAMH's objectives for the funded programme are as follows:

1. To increase the number of organisations signed up to the Charter from within the Sport and Physical Activity community.
2. Actively promote the benefits of Sport and Physical Activity on mental health and wellbeing.
3. Further the work already carried out by the Charter programme (2018-2022) with a focus on developing a Workforce work stream.

The Scottish Government will work with SAMH to support the Charter and our shared agenda of promoting the benefits of physical activity on mental health.

#### YWIL:

The Young Women in Leadership (YWIL) programme will match young women interested in sports leadership with a dedicated mentor within the sport, physical activity and business sector. Participants will be supported through a 12 month modular programme which considers the broad themes of self-identity, stress: coping and control, resilience and assertive communication.

The key aim of this programme is to empower young women to be confident in themselves and their role within sport, to aim for leadership positions in sport, helping to redress the current gender imbalance, and to increase knowledge and awareness of mental health and wellbeing.

SAMH's objectives are as follows:

1. To work with Scottish Women in Sport (SWIS) to deliver a 12 month mentorship programme to support 16 young women into leadership positions within sport.
2. Evaluation and monitoring of outcomes.

The YWIL programme will:

1. Increase visibility and provide access to female sport leadership role models for the participants.
2. Increase levels of confidence, resilience and wellbeing.
3. Improve communication skills.
4. Provide the necessary skills and knowledge required to be a leader in sport.
5. Create long-term connections and support networks, through mentorship.
6. Provide the opportunity to complete an Adult Achievement Award, a formal qualification (SCQF level 2-6).



## PART 2: PAYMENT OF GRANT

1. The total Grant of up to £64,468 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 over the financial year 2023 to 2024. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the 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 estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the programme until the next claim is due to be submitted.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 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 mid April the amount of the Grant actually expended up to and including 31 March.

## SCHEDULE 2

### GRANT CLAIM FORM

**Organisation:** The Scottish Association for Mental Health

**Bank details:** [Redacted: Section 38(1)(b)]

**Project:** Charter and Young Women in Leadership (YWIL) programmes

**Total agreed grant for:** £64,468

**Latest forecast of expenditure of grant for:** £64,468

**Grant claimed to date:** £0

**£64,468** for the period from **1<sup>ST</sup> April 2023. To 31<sup>ST</sup> March 2024**

We hereby claim £64,468 grant of £64,468 in respect of the above period in accordance with the terms and conditions of the offer of Grant dated. and the Schedules attached thereto.

**Completed by:**

**Position:** Finance Business Partner

**Contact Details:** [Redacted: Section 38(1)(b)]

**Date:** 6<sup>th</sup> June 2023

#### 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)
Staff Costs	£49,707		
Invoices	£14,761		
<b>TOTAL*</b>	<b>£64,468</b>		

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



## SCHEDULE 3

### STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

«Name of the Project»

This is to confirm that the grant claimed by «name of Grantee» in relation to the above Project/Programme during the financial year ended 31 March 2024 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:



## 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 (in all cases by either party, its employees, agents or representatives):

- 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
- d) any negligence or negligent or fraudulent miss-statement or misappropriation of Grant, or any other default

**“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).

E: [Redacted]@gov.scot

Mr Ian Brooke  
Deputy Chief Executive  
Edinburgh Volunteer Organisations Council

16 May 2023

Dear Ian

## **OFFER OF GRANT FOR EDINBURGH VOLUNTARY ORGANISATIONS COUNCIL (EVOC)**

The Scottish Ministers in exercise of their powers under Section 1A of the National Health Service Reform (Scotland) Act 1978 (as inserted by Section 9 of the National Health Service Reform) hereby offer to give to EVOC (“the Grantee”) a grant of up to £56,500 STERLING, payable over the financial year/s 2023/2024 to develop and expand social prescribing in Scotland, which is more particularly described in Part 1 of schedule 1 (“the Project/Programme”) and subject to the following terms and conditions:

### **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.

### **Purposes of the Grant**

- 2.1 The Grant is made to enable the Grantee to carry out the work programme described in Schedule 1.

- 2.2 The Grant shall only be used for the purposes of the work programme described in Schedule 1 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 is:

**To develop and expand social prescribing in Scotland**

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

**The establishment of a structure to support health and social care professionals, link workers, third sector organisations, academics and the public to develop local approaches to social prescribing in line with national guidance.**

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

**Operating and delivery costs of £56,500 to deliver the programme outlined in detail in Schedule 1 below.**

- 2.7 The eligible costs exclude:

- any Value Added Tax (VAT) reclaimable by the Grantee
- any employment costs arising from the Grantee's legal obligations to its employees, for example parental leave, sick leave, redundancy.

**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 within 6 weeks following the end of each Financial Year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant 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 or required by the Grantee in connection with the programme, the Grantee shall repay to the Scottish and properly 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 2024 of the applicable financial year as set out in schedule 1, unless otherwise agreed in writing by the Scottish Ministers.
- 3.5 There shall be no employment relationship between the Scottish Government and any grant-funded staff.

## **Inspection and Information**

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the programme in the form of a formal report in October 2023. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the programme 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 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 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.

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- 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 His Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the programme.
- 5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

## 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 £1000.

## Publicity

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

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- 8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.
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  - 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 programme;
  - 9.1.4 in the Scottish Ministers' opinion, the progress on the programme is not satisfactory;
  - 9.1.5 in the Scottish Ministers' opinion, the future of the programme is in jeopardy; or
  - 9.1.6 in the Scottish Ministers' opinion, the Grant is likely to bring the reputation of the Scottish Ministers into disrepute.
- 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.

## **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.

## **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.

## **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.

## **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.

## Compliance with the Law

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

## 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 Active Scotland, The Scottish Government, St Andrews House, Edinburgh. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[Redacted: Section  
38(1)(b)]  
Head of Active  
Scotland 16 May 2023

## GRANT ACCEPTANCE

EVOC, 525 Ferry Road,

On behalf of EVOC, I accept the foregoing Offer of Grant by the Scottish Ministers dated 16 May 2023 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that EVOC is solvent. I confirm that I hold the relevant signing authority.

Signed:

«Director/Company Secretary/Authorised Signatory»

Print Name: Ian Brooke

Position in Organisation of Person Signing: Deputy Chief Executive

Date: 17 May 2023

Place of Signing:

Signed: IAN BROOKE

«Witness»

Witness Name: [Redacted: Section 38(1)(b)]

Address:

Date: 17 May 2023

Place of Signing: [Redacted: Section 38(1)(b)]

## SCHEDULE 1

### PART 1: THE PROGRAMME

The programme of work to be delivered is as follows:

EVOC will strengthen the SSPN steering group to include representation from a variety of sectors involved in social prescribing.

EVOC will increase engagement with network members to share knowledge and experience and to highlight social prescribing/relevant events, funding opportunities, training and research opportunities.

EVOC will work closely with Scottish Government colleagues to support plans to develop social prescribing in Scotland.

EVOC will work closely with the Scottish Community Link Worker Network to share knowledge and resources.

EVOC will work with colleagues across the UK to identify approaches and resources which may be relevant to Scotland.

EVOC will represent Scotland as members of the Global Social Prescribing Alliance.

EVOC will work with academic colleagues to help develop the evidence base for social prescribing.

## PART 2: PAYMENT OF GRANT

1. The total Grant of up to £56,500 shall be payable by the Scottish Ministers to the Grantee as a single sum 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 2023/2024. 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 2024 of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the 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 estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the programme until the next claim is due to be submitted.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 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 mid-April the amount of the Grant actually expended up to and including 31 March.





## 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 (in all cases by either party, its employees, agents or representatives):

- 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
- d) any negligence or negligent or fraudulent miss-statement or misappropriation of Grant, or any other default

**“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).



[Redacted: Section 38(1)(b)]  
E: [Redacted]@gov.scot

Nicky Reid  
Scottish Professional Football League Trust  
Hampden Park  
Glasgow  
G2 9DE

26 June 2023

Dear Nicky

## OFFER OF GRANT FOR FOOTBALL FANS IN TRAINING PROGRAMME 2023-24

The Scottish Ministers in exercise of their powers under Section 1A of the National Health Service (Scotland) Act 1978 hereby offer to give to Scottish Football League Trust (SPFLT) (“the Grantee”) a grant of up to £269,689 STERLING, payable over the financial year 2023-24 in connection with the delivery of key activity outlined in the Football Fans in Training (FFIT) Business Plan 2023-24, which is more particularly described in Part 1 of **SCHEDULE 1** (“the Programme”) and subject to the following terms and conditions:

### 1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in **SCHEDULE 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 Programme.



- 2.2 The Grant shall only be used for the purposes of the Programme and for no other purpose whatsoever.
- 2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.
- 2.4 The main objectives/expected outcomes of the Grant are:
- 2.4.1 Those set out in the FFIT Business Plan 2023-24. For a number of Scottish Professional Football League (SPFL) clubs to be running a series of programme deliveries of FFIT across Scotland, with numbers of completing participants (people who complete their end stats) 672 or over from 850 starters (people who complete their registration on the online portal). Of these, the programme should be aimed to 25% participants from areas of highest deprivation (SIMD quintile 1) - 212 or more starters and 168 or more completing participants.
- 2.4.2 The main aims of the programme are to:
- Increase participant's knowledge of diet and nutrition.
  - Support participants to improve their lifestyle choices.
  - Increase physical activity amongst participants.
  - Reduce weight and waist measurements.
  - Increase engagement in other physical activity.
- 2.4.3 The continuation of the roll out of the Know Your Risk (KYR) diabetes questionnaire. Data from the information on the online portal will include the following:
- Participant measurements
  - Ethnicity
  - Lifestyle Questionnaires
  - Mental Health Questionnaires
  - The Know Your Risk questionnaires (DiabetesUK)
  - Additional deliveries are to take place via clubs in recognised areas of deprivation as per SIMD data.
- 2.4.4 6 and 12 month follow up visits for FFIT to revisit the programme messages, assess the participants and re-educate them to extend the impact of the programme. Each participant to complete the same questions as per the 12-week programme. They will also have their measurements taken to allow for a direct comparison. This will include their weight and waist measurements, increase physical activity levels and the health & wellbeing questionnaires. Numbers of completing participants being 600 or over at 6 months and 500 or over at 12 months. For 2022-23 funding the six month follow up should be delivered by **30<sup>th</sup> June 2023** and 12 month follow up by **31<sup>st</sup> October 2023**. For 2023-24 the six month follow up should be delivered by **31<sup>st</sup> March 2024** and 12 month follow up by **31<sup>st</sup> October 2024**.
- 2.4.5 To complete work as set out in the grant award letters of 20<sup>th</sup> December 2021 and 14<sup>th</sup> February 2023 to deliver, by **31<sup>st</sup> January 2024**, projects set out in the SPFL Trust Additional Funding Request 2021-22 to:
- Undertake a diversity scoping project and pilot a FFIT programme aimed at minority ethnic groups.
  - Develop a FFIT Fan Fit app to improve coach and participant experience and begin phased rollout.

2.5 In carrying out the Project the Grantee will be expected to give regard to the **Fair Work Framework**. Organisations are asked to commit to the following Fair Work First criteria in a way that is relevant and proportionate for the organisation:

- appropriate channels for effective voice, such as trade union recognition;
- investment in workforce development;
- no inappropriate use of zero hours contracts;
- action to tackle the gender pay gap and create a more diverse and inclusive workplace; and
- payment of the real Living Wage
- offer flexible and family friendly working practices for all workers from day one of their employment
- oppose the use of fire and rehire practice.

Specific commitments to be met through the duration of the grant are set out in Schedule 1B.

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

- To deliver FFIT across a wide geographical area.
- Supporting the reduction of obesity & associated conditions in line with Scottish Government strategy.
- Improving physical activity levels for men and women aged 35+.
- Improving mental health and wellbeing for men and women aged 35+.
- To increase number of people completing KYR questionnaires across all deliveries.
- To increase number of people aware of their risk of developing Type 2 Diabetes.
- To lower risk of participants developing Type 2 Diabetes, through weight loss, and better understanding of their risks.
- Increasing access to those men and woman aged 35+ by focusing on deliveries that will take place in areas of higher deprivation as recorded in the SIMD.
- To continue with the FFIT messaging over an extended period of time.
- To provide support and guidance at 6 and 12-month periods to those that have completed the programme.
- To utilise the reports on the data that is captured.
- To report a full set of statistics in line with the data captured in the new online portal.
- The SPFL Trust will submit 2 delivery reports detailing numbers of those attending the 6 months follow up and the 12 months follow ups by 31<sup>st</sup> March and 31<sup>st</sup> October 2024 respectively.
- To complete project work to undertake a diversity scoping project to investigate how FFIT can be made more inclusive and to develop a FFIT Fan Fit app, to be delivered in 2023-24 by 31<sup>st</sup> January 2024.

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

- Staff Costs (including Data Input and maintenance, FFIT Development Officer and Operations Manager)
- Office Costs
- Programme Equipment costs (including programme materials, programme equipment and pedometers)

- FFIT Programme Delivery Costs (including, training, celebration event, marketing & promotion, and reasonable payment costs to clubs for programme delivery)
- Session delivery (payment costs to clubs for programme delivery).

2.7 The eligible costs exclude:

- Any Value Added Tax (VAT) reclaimable by the Grantee
- any employment costs arising from the Grantee's legal obligations to its employees, for example parental leave, sick leave, redundancy.

### 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 6 weeks following the end of 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 Chief Executive.

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

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

3.5 There shall be no employment relationship between the Scottish Government and any grant-funded staff.

### 4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Programme in the form of end of cohort reports detailing numbers of starters and those completing the programme within the indicated time frame. This should be submitted by end of January, April and July to coincide with the completion of the cohort and a final report to be submitted by end September 2024.

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 Grantees shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Programme is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.
- 4.5 The Grantee shall keep and maintain for a period of eight years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
- 4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Programme or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the 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 Programme.
- 5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the Programme.

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

## **6. Disposal of Assets**

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

## **7. Publicity**

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

## **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 Programme;
  - 9.1.4 In the Scottish Ministers' opinion, the progress on the Programme is not satisfactory; or
  - 9.1.5 In the Scottish Ministers' opinion, the future of the 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. 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 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 [Redacted: Section 38(1)(b)] You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

[Redacted: Section 38(1)(b)]  
SENIOR POLICY MANAGER, DIET AND HEALTHY WEIGHT  
26 June 2023

## GRANT ACCEPTANCE

On behalf of Football Fans in Training, a unit of Scottish Professional Football League Trust I accept the foregoing offer of Grant by the Scottish Ministers dated 26 June 2023 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Scottish Professional Football League Trust is solvent. 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

Delivery of Football Fans in Training programme to 672 participants or over from 850 starters through SPFL clubs in financial year 2023-24.

Delivery of six and 12 month follow-up reports by 31<sup>st</sup> March 2024 and 31<sup>st</sup> October 2024 respectively. To complete project work to undertake a diversity scoping project to investigate how FFIT can be made more inclusive and to develop a FFIT Fan Fit app, to be delivered in 2023-24 by 31<sup>st</sup> January 2024.

### PART 1B: FAIR WORK FIRST COMMITMENTS

#### Fair Work First milestones to be achieved in delivering the project:

1. The SPFL Trust currently are committed to paying the Living Wage and remaining a Living Wage accredited employer. The SPFL Trust has been a Living Wage accredited employer since November 2019.
2. SPFL Trust have Individual learning and development plans for every employee which are reviewed annually in October each year.
3. SPFL Trust will continue the implementation of the Equality, Diversity and Inclusion policy.
4. SPFL Trust will continue to promote fair work practices.

### PART 2: PAYMENT OF GRANT

1. The total Grant of up to £269,689 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 2023-24. 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 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 estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Programme until the next claim is due to be submitted.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the Programme having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to

the Grantee within 3 weeks of receiving a claim and any required documentation and information relevant to the claim.

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

**SCHEDULE 2**

**GRANT CLAIM FORM**

**Organisation:** «Name and Address»

**Bank details:**

**Project:**

**Total agreed grant for 2023-24: £269,689**

**Latest forecast of expenditure of grant for 2023-24:**

**Grant claimed to date:**

**Claim for Grant for the period to 31 March 2024:**

We hereby claim total grant of £ in respect of the above period in accordance with the terms and conditions of the offer of Grant dated [Click here to enter a date.](#) and the Schedules attached thereto.

**Completed by:**

**Position:**

**Contact Details:**

**Date:**

**Items of Expenditure**

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that 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

##### FOOTBALL FANS IN TRAINING

This is to confirm that the grant claimed by Football Fans in Training a unit of the Scottish Professional Football League Trust in relation to the above Programme during the financial year ended 31 March 2024 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 Scottish Professional Football League Trust.

Signed:

Name in block capitals:

Position:

Date:

## SCHEDULE 4

### DEFINITIONS

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

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

**“Data Protection Laws”** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body 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).

From: [Redacted]  
Active Scotland  
10/4/2023

## Minister for Social Care, Mental Wellbeing and Sport

### ACTIVE SCOTLAND – SPENDING PROPOSALS 2023/24

#### Priority and Purpose

1. Routine – approval of spending proposals will allow funding to be released to partners.

#### Recommendation

2. That the Minister notes the content of this submission and confirm you are content to proceed with the spending proposals detailed at [Annex A](#).

#### Context and Issues

3. Physical activity and sport can play a key role in delivering a more healthy nation. Physical inactivity is identified by WHO as one of the four main modifiable behaviours which increase the risk of Non-Communicable Disease alongside tobacco, unhealthy diet and the harmful use of alcohol. It is also important to recognise that physical activity and sport also has a key role in providing mental, social and economic benefit as well as improving physical health and thus plays a role in addressing wider social determinants of ill-health

4. We know that inequalities within sport, and wider society, have been exacerbated by COVID and the subsequent cost of living crisis. Therefore, the Active Scotland budget aims to tackle the negative impacts on both physical and mental health with funding specifically targeted on addressing those inequalities and removing barriers to being active.

5. The 2021/22 Programme for Government committed to double investment in sport and active living to £100 million a year by the end of the Parliament. Given the pressures on the health budget, the more significant budgetary increases are likely to be back loaded towards the end of the parliamentary term providing they are deemed affordable.

6. Last financial year the Emergency Budget Review (EBR) re-phased the planned uplift to the sport and active living budget, requiring in year savings of £4.1m from the Active Scotland and sportscotland budget lines. These savings were ultimately delivered without the need to cut vital work addressing inequalities within sport and physical activity.

7. The 2023/24 budget reinstated £3m of the original uplift resulting in a total budget for sport and physical activity of £39.7m (£34.7m sportscotland, £5m Active Scotland budget).

8. SportsScotland will continue to utilise their budget in line with their Sport for Life Strategy and Ministerial priorities to:

- Encouraging physical activity;
- Developing physical confidence from the earliest age;
- Improving active infrastructure;
- Supporting wellbeing and resilience through physical activity; and
- Improving opportunities to participate, progress and achieve in sport.

9. A detailed breakdown of spending proposals for the £5m Physical Activity budget line is detailed at [Annex A](#).

### **Bute House Agreement Implications**

10. N/A

### **Financial and Legal Considerations**

11. The proposals detailed in this submission are affordable within existing 2023/24 budgets and in line with the Path to Balance exercise.

### **Sensitivities**

12. N/A

### **Quality Assurance**

13. This Submission has been approved by Health Finance and the Director of Population Health.

### **Conclusions and next Steps**

14. The Minister is invited to agree the spending proposals contained within the submission to allow funding to be released to partners.

**[Redacted: Section 38(1)(b)]**

Active Scotland

**[Redacted: Section 38(1)(b)]**

<b>Cabinet Secretaries and Ministers Copy List</b>	<b>For Action</b>	<b>For Information Portfolio interest</b>	<b>For Information Constituency interest</b>	<b>For Information General awareness</b>
Cabinet Secretary for NHS Recovery, Health and Social Care		X		
Minister for Public Health & Women's Health		X		

<b>Officials Copy List</b>
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[Redacted: Section 38(1)(b)]
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## ANNEX A – Proposed Physical Activity Spending Plans 2023/24

Partner / Area	Funding	Description
Paths for all – Walking	£2,000,000	<p>Walking plays an important role in keeping the nation active. Paths for All ensure that access to key walking programmes, infrastructures and communications are available to the whole population to support good physical and mental health. We will continue to build capacity within programmes and facilitate increasing numbers of people walking and the many health benefits it brings.</p> <p>The investment will be used to tackle health inequalities through delivery of a number of key strands including; supporting the Movement for Health coalition; increasing activity with disadvantaged groups/communities; increasing the number of Health Walk projects in Scotland, increase the number of new walkers, increase the number of Step Count Challenge participants, increase the number of Walk at Work accredited workplaces and deliver a refresh the National Walking Strategy.</p>
Daily Mile	£50,000	<p>We will continue to fund the Scotland Daily Mile Nation Programme Manager to drive forward the partnership approach of the Daily Mile Nation Strategy in Scotland.</p> <p>As part of this work we will also develop a 3 year strategy for the Daily Mile post-Nation-status, including Scotland as a Daily Mile Nation on the world stage to ensure continued partnership approach and sustainability of the initiative within Scotland.</p>
Women and Girls in sport	£75,000	<p>This funding will be used to deliver the annual women and girls in sport week and the PFG commitment to deliver a national media summit examining women and girls sport representation in the media.</p>
Green Health Partnerships - NHS	£125,000 (year 3 of 3)	<p>Final year of funding for the Green Health Partnership programme, in partnership with NatureScot, which helps communities develop valuable links between healthcare practitioners and local nature-based activities which have improved the physical, mental and social health of the people in these communities.</p>
SAMH - Mental Health	£114,500	<p>This funding supports 3 projects in partnership with SAMH focussing on:</p>

		<p><b>Young Women in Leadership</b> – funding a programme which empowers young women to be confident within themselves and their role within sport, and to become the type of leader they believe in and to increase knowledge and awareness of mental health and wellbeing.</p> <p><b>Mental Health Charter</b> – Further rollout of Scotland’s Mental Health Charter for Physical Activity and Sport which aims to empower physical activity and sport communities to improve equality and reduce discrimination, ensuring mental health and wellbeing is not a barrier to engaging, participating and achieving in physical activity and sport.</p> <p><b>Changing Rooms Extra Time</b> – Continued funding for the Changing Room project working with SAMH, Movember and the SPFL Trust to use football to engage with men in the heart of their community, to take action for their mental health.</p>
Scottish Sports Futures - Trauma/ACES	£40,000	As part of our commitment to The Promise we will continue to work with SSF to develop education and training modules specifically designed for practitioners working in and delivering sport and physical activity across Scotland to ensure they are upskilled on the impact of adverse childhood experiences and the importance of human connection linked with sport, and physical activity. In turn breaking down barriers for vulnerable and care-experienced young people.
Weight Management – SPFL Trust – Football Fans in Training	£70,000	<p>Football fans in training is a successful, evidence-based 13 week health and wellbeing programme originally devised and evaluated by the University of Glasgow. It supports people to lose weight and improve overall physical and mental health.</p> <p>This programme is usually funded in full by the Diet and Healthy Weight Team, however, due to budget reductions in that area, Active Scotland have agreed to part fund the programme to ensure it can continue.</p>
Inspiring Scotland – Active Play	£300,000	In partnership with Inspiring Scotland and Actify we will deliver further rollout of Active Play programmes. Learning from the first year of the programme, this will look to bring in some additional community-based partners, while also continuing to deliver sessions in a number of the following settings: nursery schools, primary schools, after school clubs, community sports hubs and parks and green spaces.

		The programme will target areas of disadvantage and will support more children from more deprived backgrounds to develop the skills and confidence to enjoy being more physically active. The approach focuses on working in communities, with communities, and training up local organisations, and people to be able to continue to deliver this approach once the initial investment and training support has come to an end.
ACTIFY	£100,000 (Year 3 of 3)	Further development of the Actify platform which is a free digital tool that enables sport and physical activity organisations to create and host digital content, learn from one another, and support their audiences tackle barriers to participation.
Scottish Sports Association (SSA)	£85,000	We will continue to fund the delivery programme for Scottish Sport Association which develops the existing partnership with the Scottish Government in relation to leadership and governance. This will include work on enhanced recognition opportunities for volunteering/long service contributions to Scottish Sport, enhanced governance and increased diversity within Scottish Governing Bodies' Boards. In addition, they will be taking forward two new pieces of work, the first to explore enhanced partnership and funding opportunities to increase sustainability of SGBs, the second to report on the challenges with existing governance models available to sports clubs and proposed changes.
Sportscotland – additional equalities funding	£1,800,000	<p><b>Active Schools</b> – to deliver the PFG commitment to make Active Schools free for all children we will continue to provide the additional funding to increase the operational and staffing budget for Active Schools, thus removing the cost barrier that meant some children and young people could not afford to take part. This will also drive and sustain the programme's inclusion work with a focus on poverty, additional support needs and care-experienced young people.</p> <p><b>Local Inclusion Plans</b> - Local authorities are key partners in the delivery of Physical Activity and Sport. This funding supports partnership working to increase physical activity and sport engagement within specific target groups: the inactive, care experienced young people, people living in deprivation, disabled people and people experiencing mental health difficulties. All of these groups have lower levels on physical activity as reported in the Scottish Health Survey.</p>

		This investment will enhance and accelerate the drive towards the achievement of the inclusion outcomes desired by each local inclusion plan. Initially this deep dive into local inclusion was planned to take place in five local authorities, with a view to incrementally increase this number over the life of this parliament.
Weight Management	£200,000	Tackling childhood obesity is also linked to the PFG commitment to double the sport and active living budget. We will therefore provide funding for the continuation of projects to build local capacity and strengthen support for early years childhood obesity prevention.
<b>TOTAL</b>	<b>£4,959,500</b>	

**[Redacted: Section 38(1)(b)]**

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**Subject:** FW: ACTIVE SCOTLAND – SPENDING PROPOSALS 2023/24

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**From:** [Redacted: Section 38(1)(b)] <[Redacted]@gov.scot> **On Behalf Of**  
Minister for Social Care, Mental Wellbeing & Sport  
**Sent:** Wednesday, April 19, 2023 4:32 PM  
**To:** [Redacted: Section 38(1)(b)] <[Redacted]@gov.scot>; Minister for Social Care, Mental Wellbeing & Sport  
<[MinisterSCMWS@gov.scot]>  
**Cc:** Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot]>; Minister for Public Health & Women's Health <[MinisterPHWH@gov.scot]>; Director of Population Health <[Directorofpopulationhealth@gov.scot]>; [Redacted: Section 38(1)(b)] <[Redacted]@gov.scot>; [Redacted: Section 38(1)(b)] <[Redacted]@gov.scot>; DPH : Active Scotland <[DLHSCVDPHASC@gov.scot]>; Spads Admin <[Redacted]@gov.scot>; [Redacted] (Special Adviser) <[Redacted]@gov.scot>; [Redacted: Section 38(1)(b)] <[Redacted]@gov.scot>; [Redacted: Section 38(1)(b)] <[Redacted]@gov.scot>  
**Subject:** RE: ACTIVE SCOTLAND – SPENDING PROPOSALS 2023/24

**This email is for the official record and confirms a Ministerial Decision. This email must be placed in the official record (eRDM) by your team [in line with SG records management policy](#).**

[Redacted: Section 38(1)(b)] ,

Thanks for your patience on this, Ms Todd has noted and is content.

Kind regards,

**[Redacted: Section 38(1)(b)]**

Minister for Social Care, Mental Wellbeing and Sport – Maree Todd MSP  
Scottish Government, Room 1E.10 St Andrews House, Regent Road, Edinburgh, EH1 3DG  
E-mail: [MinisterSCMWS@gov.scot](mailto:MinisterSCMWS@gov.scot)  
Mobile: [Redacted: Section 38(1)(b)]

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**From:** [Redacted: Section 38(1)(b)] <[Redacted]@gov.scot>  
**Sent:** 10 April 2023 22:26  
**To:** Minister for Social Care, Mental Wellbeing & Sport <[MinisterSCMWS@gov.scot]>  
**Cc:** Cabinet Secretary for NHS Recovery, Health and Social Care <[CabSecNRHSC@gov.scot]>; Minister for Public Health & Women's Health <[MinisterPHWH@gov.scot]>; Director of Population Health <[Directorofpopulationhealth@gov.scot]>; [Redacted: Section 38(1)(b)] <[Redacted]@gov.scot>; [Redacted: Section 38(1)(b)] <[Redacted]@gov.scot>; DPH : Active Scotland <[DLHSCVDPHASC@gov.scot]>; Spads Admin <[Redacted]@gov.scot>; [Redacted: Section 38(1)(b)] <[Redacted]@gov.scot>; [Redacted: Section 38(1)(b)] <[Redacted]@gov.scot>; [Redacted: Section 38(1)(b)] <[Redacted]@gov.scot>; [Redacted: Section 38(1)(b)] <[Redacted]@gov.scot>  
**Subject:** ACTIVE SCOTLAND – SPENDING PROPOSALS 2023/24


[Redacted: Section 38(1)(b)]

Please find attached submission.

Many thanks

[Redacted: Section 38(1)(b)]

[Redacted: Section 38(1)(b)]

Head of Active Scotland | Scottish Government | Area 3J North | Victoria Quay | Edinburgh | EH6  
6QQ  [Redacted: Section 38(1)(b)] | [\[Redacted\]@gov.scot](mailto:[Redacted]@gov.scot)

