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Enclosure 01 – RE: Teacher numbers meeting with Glasgow City council

From: Sam Anson <Sam.Anon@gov.scot>

Sent: 27 February 2024 09:21

To: Booth, Martin (FS) <Martin.Booth@glasgow.gov.uk>; douglas.hutchison@glasgow.gov.uk

Cc: [Redacted s38(1)(b)]@gov.scot>; [Redacted s38(1)(b)]@gov.scot>; [Redacted s38(1)(b)]@gov.scot>

Subject: RE: Teacher numbers meeting with Glasgow City council

Douglas / Martin,

Thanks again for the call last Friday. I said I was going to send a quick summary after the event, which I'm doing now (apols this is not as quick as I'd hoped).

- Super-numerary posts from 2022 staffing exercise (34) – this is not an explanation that we've received elsewhere and, as we stated, one of our aspirations are to make these decisions as consistent and fair as possible across LAs. However, we will present this case to ministers.
- Net posts over due to over projection of pupil roll (46) – as above.
- Reduction in probationers allocated to Glasgow (16) – our data shows that GCC continued to receive more probationers than you bid for.
- Difference in Strategic Equity posts due to flat cash (23) – our data shows a net reduction of £400k (c. 6 FTE) in SAC funding.
- Service reform (4 + 1) – we would obviously encourage service reform to drive improvement and efficiencies, but would still expect to see those teachers being redeployed elsewhere to provide additional support.

My working assumption is that we could allow dispensation for 86 of these posts (the first two plus SAC), but this will need to be put to ministers before a decision is confirmed.

Douglas – I note that you highlighted that the specific number may be a moot point given the savings proposals within the GCC budget. This is obviously something we will need to return to idc.

Regards,

Sam

Sam Anson (he/him) | DD: Workforce, Infrastructure & Digital | Learning Directorate | 07399 589201

-----Original Appointment-----

From: [Redacted s38(1)(b)]@gov.scot>

Sent: Monday, February 19, 2024 3:17 PM

To: [Redacted s38(1)(b)]; Director of Learning; Sam Anson; [Redacted s38(1)(b)]@glasgow.gov.uk; douglas.hutchison@glasgow.gov.uk

Cc: [Redacted s38(1)(b)]; [Redacted s38(1)(b)]; Booth, Martin (FS)

Subject: Teacher numbers meeting with Glasgow City council

When: 23 February 2024 11:00-12:00 (UTC+00:00) Dublin, Edinburgh, Lisbon, London.

Where: Microsoft Teams Meeting

Microsoft Teams [Need help?](#)

Enclosure 02 – Grant Letter - Teacher Numbers - Glasgow

From: [Redacted s38(1)(b)]@gov.scot> **On Behalf Of** Director of Learning
Sent: 05 April 2024 11:35
To: 'douglas.hutchison@glasgow.gov.uk' <douglas.hutchison@glasgow.gov.uk>; 'martin.booth@glasgow.gov.uk' <martin.booth@glasgow.gov.uk>; 'annemarie.odonnell@glasgow.gov.uk' <annemarie.odonnell@glasgow.gov.uk>
Cc: Director of Learning <DirectorofLearning@gov.scot>
Subject: Grant Letter - Teacher Numbers - Glasgow

Dear Colleagues

Further to the Cabinet Secretary's letter of 12 February 2024 to COSLA and to Local Authorities, you will be aware that it has been agreed with Ministers that funding of £145.5m will be made available again this financial year to maintain teacher numbers. The Cabinet Secretary's letter set out that next year's allocation of additional funding for teacher numbers of £145.5m would be distributed via specific resource grants, and those grants would be conditional on councils agreeing to maintain teacher numbers.

Please therefore find the attached grant offer letter for your local authority. I would be very grateful if you could return this by 26 April to [Redacted s38(1)(b)]@gov.scot and copied to [Redacted s38(1)(b)]@gov.scot.

Many thanks

Graeme Logan
Director of Learning
Scottish Government

Enclosure 02.1 – Word attachment

Douglas Hutchison
Executive Director of Education
Glasgow City Council
douglas.hutchison@glasgow.gov.uk

05/04/2024

Dear Executive Director of Education

OFFER OF GRANT FOR MAINTAINING TEACHER NUMBERS

The Scottish Ministers in exercise of their powers under section 42(1) of the **Standards in Scotland's Schools etc. Act 2000**, hereby offer to give to Glasgow City Council (“the Grantee”) a grant of up to £16,499,000 STERLING, payable over the financial year 2024 to 2025 in connection with Maintaining Teacher Numbers, 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 Maintaining Teacher Numbers Programme.
- 2.2 The Grant shall only be used for the purposes of the Maintaining Teacher Numbers 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 maintain the number of teachers employed by Glasgow City Council, as reported in the Summary Statistics for Schools in Scotland 2024 at no lower a number than 5654 as reported in the Summary Statistics for Schools in Scotland 2023 plus an additional 39 for a total of 5693.
- Whilst not a direct condition of this grant, there will remain an expectation that pupil support assistant levels will be maintained as per the 2023 levels published in March 2024, and to ensure that places are provided on the Teacher Induction Scheme for all probationer teachers who need them.

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

- A progress report in June and September confirming your local authority is on track to maintain teacher numbers at no lower than the level specified above, as well as meeting the wider grant objectives
- The number of teachers in Glasgow City Council as officially reported in the Summary Statistics for Schools in Scotland 2024

In assessing these returns we are conscious that a limited number of mitigating factors may apply on an exceptional basis. Where mitigating factors are presented, these will be assessed on a case by case basis with final decisions being made by Ministers.

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

- Employment costs for maintaining teacher numbers at no lower than the figure stated above

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 5 weeks of receiving the final Grant payment 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 Finance Director.

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.

- 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 Project/Programme in the form of progress reports as specified in paragraph 2.5 above. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.
- 4.2 Revisions to targets/milestones against which progress in achieving objectives/outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.
- 4.3 The Grantee shall, on completion of the Project, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project. Such a report shall include such statistical and other information relating to the impact of the Project as shall be required by the Scottish Ministers.
- 4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the 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 Maintaining Teacher Numbers 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. Fair Work First conditionality

- 5.1 The Grantee shall pay at least the real Living Wage to all staff aged 16 and over (including apprentices) who are directly employed by the Grantee and work in Scotland. Furthermore, the Grantee shall ensure that any UK-based workers aged 16 and over (including apprentices) who are directly engaged in delivering the grant-funded activity are also paid at least the real Living Wage, including, where applicable, sub-contractors and agency staff.
- 5.2 The Grantee shall demonstrate that all workers employed within their organisation have access to effective workers' voice channel(s), including agency workers.
- 5.3 The Grantee shall provide any and all information reasonably required by the Scottish Ministers to satisfy themselves that the Fair Work First obligations herein, namely, to pay at least the real Living Wage and providing access to effective workers' voice channels, are being complied with. Guidance is available to support the Grantee in meeting and evidencing these conditions.

6. Confidentiality and Data Protection

- 6.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Programme.
- 6.2 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.
- 6.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the Maintaining Teacher Numbers Programme.
- 6.4 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.

7. Publicity

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

8. Intellectual Property Rights

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

9. Default and Recovery etc. of Grant

- 9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:
- 9.1.1 the Grantee commits a Default;
 - 9.1.2 the Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;
 - 9.1.3 the Grantee fails to carry out the Maintaining Teacher Numbers Programme;
 - 9.1.4 in the Scottish Ministers' opinion, the progress on the Maintaining Teacher Numbers Programme is not satisfactory;
 - 9.1.5 in the Scottish Ministers' opinion, the future of the Maintaining Teacher Numbers 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.

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

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

14. Compliance with the Law

The Grantee shall ensure that in relation to the Maintaining Teacher Numbers 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 **[Redacted s38(1)(b)]@gov.scot** and **[Redacted s38(1)(b)]@gov.scot**. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely

Graeme Logan
Director of Learning, Directorate for Learning
05/04/2024

GRANT ACCEPTANCE

On behalf of Glasgow City Council I accept the foregoing offer of Grant by the Scottish Ministers dated 05/04/2024 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that I hold the relevant signing authority.

Signed:

«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 PROGRAMME

This Grant is given to Glasgow City Council in order to maintain teacher numbers. Numbers reported in respect of the Council in the 2024 Summary Statistics for Schools in Scotland are expected to be no lower than the figure of 5654 as reported in the 2023 Summary Statistics for Schools in Scotland plus an additional 39 for a total of 5693. The objectives of the programme are set out in clause 2.4 above, and the targets/milestones against which progress is assessed are set out in clause 2.5 above.

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £16,499,000 shall be payable by the Scottish Ministers to the Grantee in three payments 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 2024 to 2025 Payments will be made in three instalments of £4,124,750 in June 2024, £4,124,750 in September 2024 and £8,249,500 in February 2025. 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. 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 Programme since the submission by it of the last claim for an instalment of the Grant
4. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
5. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee has or 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.

SCHEDULE 2

GRANT CLAIM FORM

Organisation: «Name and Address»

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

Project: «Name/Description»

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

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

Grant claimed to date: «Amount»

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

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

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

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

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

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

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

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Maintaining Teacher Numbers Programme

This is to confirm that the grant claimed by Glasgow City Council in relation to the above Programme during the financial year ended 31 March 2025 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 Glasgow City Council.

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

“Effective voice” means the dimension of Fair Work as defined by the Fair Work Convention in their Fair Work Framework and includes ensuring that workers are able to be listened to at both an individual and collective level, air their views and influence workplace outcomes.

“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.

“real Living Wage” means the hourly rate known as the ‘real Living Wage’ as calculated by the Resolution Foundation and overseen by the Living Wage Commission, adjusted annually to reflect the cost of living.

“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).