



HISTORIC
ENVIRONMENT
SCOTLAND

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ALBA

«Grantee Organisation»
«Address»
«Address»
«Address»
«Post Code»

Longmore House
Salisbury Place
Edinburgh
EH9 1SH
«email»@hes.scot
T: 0131 668 «Ext»

Our ref: «ref num»
«Date»

Partnership Fund: «Year/Years of offer»
«Grantee Organisation»

For and on behalf of Historic Environment Scotland, a non-departmental public body established under the Historic Environment Scotland Act 2014 being a registered Scottish Charity (Scottish charity number SC045925) and having its principal office at Longmore House, Salisbury Place, Edinburgh, EH9 1SH ("HES"), I hereby offer to make to you, «**Grantee Organisation**», a grant under the Partnership Fund subject to the following terms and conditions:

1 Definitions and Interpretation

A list of defined terms and rules of interpretation for this **Offer** are contained in Clause 20 and 21.

2 Preconditions

2.1 The obligations on HES under the Grant Contract (including, for the avoidance of doubt, the obligation to pay the Grant) shall not come into effect until HES has notified you that HES has: -

- 2.1.1 agreed the Grant Outcomes Plan and the Grant Objectives;
- 2.1.2 received evidence that binding agreements are in place in respect of all income outlined in the Approved Budget; and
- 2.1.3 agreed your Communications Plan.

2.2 You are responsible for all costs associated with complying with Clause 2.1.

3 Permission to Start

Following (i) your acceptance of this Offer; and (ii) purification of the conditions contained in Clause 2.1; HES will issue the Permission to Start. You must not commence the Grant Funded Activities until HES issues the Permission to Start. If HES has not issued the Permission to Start within two months of the date of this Offer,

HES will be entitled to withdraw this Offer or, as the case may be, terminate the Grant Contract, by notice to that effect.

4 Purpose of the Grant

- 4.1 The Grant can be drawn down (in accordance with the terms of the Grant Contract) for the Grant Funded Activities performed during the Grant Funded Period.
- 4.2 You must only use the Grant for (i) defraying (in part) the Grant Eligible Costs incurred in carrying out the Grant Funded Activities; and (ii) delivering the Grant Objectives; and for no other purpose.
- 4.3 The Grant Funded Activities are to be funded in accordance with the Approved Budget. You must notify HES of any material change to the Approved Budget for approval by HES, if HES does not approve such material change, HES will be entitled to terminate the Grant Contract at its discretion.
- 4.4 If
 - 4.4.1 there is a change to the income for the Grant Funded Activities HES will be entitled to reduce the amount of the Grant, as it considers appropriate, up to a maximum of the amount of the variation;
 - 4.4.2 the actual costs incurred by you in carrying out the Grant Funded Activities are less than set out in the Approved Budget, HES will be entitled to reduce the amount of the Grant, so as to reflect the amount that the Grant Intervention Rate bears to the actual expenditure;

(the "Revised Grant"). If the amount of Grant already released exceeds the amount of the Revised Grant, you will repay to HES, within 21 days of demand, any amount released in excess of the Revised Grant.
- 4.5 You must ensure that the Grant Funded Activities are performed to the highest possible standard following recognised good practice and applicable Government guidelines. Where relevant you must use suitably qualified individuals and contractors.
- 4.6 Any capital item purchased with the Grant must be retained by you for the purposes set out in your Application throughout the Recovery Period and must (i) be maintained by you in good repair; (ii) be stored safely and securely; (iii) have adequate insurance cover in place; and (iv) have the benefit of all necessary permissions, consents and licences required for its use.
- 4.7 In no event shall HES be obliged to release monies in excess of the Grant.



5 Programme Guidance

In carrying out the Grant Funded Activities, you must comply with the Programme Guidance.

6 Special Conditions and Objectives

- 6.1 You must carry out the Grant Funded Activities so as to meet the Grant Objectives.
- 6.2 You must comply with any reasonable direction given by HES in connection with the monitoring of information related to the Grant Objectives.
- 6.3 It shall be a material condition of the Grant Contract that you shall comply with the Special Conditions by the dates specified (or otherwise agreed with HES). This clause is conceived solely for the benefit of HES who shall be entitled to waive the whole or any part of it at any time.

7 Procedure for Release of the Grant

- 7.1 Payment of the Grant (or any instalment of it) is suspensively conditional and dependent upon the following conditions being complied with:
- 7.1.1 you completing and submitting to HES the Claim Documentation in accordance with Clause 7.2;
- 7.1.2 you uploading any Images of the Grant Funded Activities to the Grants Portal;
- 7.1.3 you complying with the terms of this Agreement;
- 7.1.4 the Grants Data Reports being accepted by HES in accordance with the terms of Clause 8.1; and
- 7.1.5 the Accountant's Report and the Verified Accounts being received by HES in accordance with the provisions of Clause 8.2.

This clause is conceived solely for the benefit of HES who shall be entitled to waive the whole or any part of them at any time.

- 7.2 Subject to the provisions of Clause 7.1 or as otherwise agreed with HES, instalments of the Grant will be paid quarterly in arrears following receipt by HES of the Claim Documentation in terms satisfactory to HES. The claim periods and the latest dates that you can claim funding for these are as follows:

Quarterly Claim Period	Final Claim Submission Date
01 April to 30 June	31 July
01 July to 30 September	31 October
01 October to 31 December	31 January
01 January to 31 March	30 April



- 7.3 If you are unable to meet any of the Final Claim Submission Dates set out in the table at Clause 7.2 above, you should notify HES in writing in advance providing a reason for the delay and a proposed revised date when submission could be made. It will be at the discretion of HES whether to accept any such late submission. Failure to submit the Claim Documentation by the relevant Final Claim Submission Date (or such later date as is agreed with HES) may result in the Grant being withdrawn or recovered under Condition 17.1.3 and may affect grant awards in future years. Grant should not be carried forward from one Financial Year to the next without prior approval from HES.
- 7.4 The Grant is paid on the basis of expenditure (or anticipated expenditure where HES has agreed to pay Grant in advance of expenditure being incurred) with confirmation of this submitted in your Updated Budget Profile and confirmed annually through your Accountant's Certificate and Verified Accounts. Any overpayment or payment made in respect of expenditure subsequently found not to be a Grant Eligible Cost must be repaid to HES on demand, or may, at the discretion of HES, be offset against further approved expenditure.

8 **Documentation to be Provided**

The following should be submitted to your HES Grant Manager: -

- 8.1 By 30 June following the end of each Financial Year you must submit the Grants Data Report in terms satisfactory to HES;
- 8.2 By 30 September following the end of each Financial Year you must submit the Accountant's Report and the Verified Accounts.
- 8.3 By 30 September during the last Financial Year you must submit a draft version of the Evaluation Report.
- 8.4 Within four weeks after the end of the Grant Funded Period you must submit (i) a final Progress Report; and (ii) the final Claim Form; all in terms satisfactory to HES
- 8.5 By 30 June following the end of the Grant Funded Period you must submit the final Evaluation Report in terms entirely satisfactory to HES.

9 **Statutory Requirements and Consents**

You must comply with all Relevant Legislation and ensure that all necessary consents, permissions and licences are in place to allow you to carry out the Grant Funded Activities.

10 **Subsidy Control**

The Grant is given under the Historic Environment Scotland Culture and Heritage Infrastructure Scheme (the "Scheme") which operates in accordance with the EU-UK Trade and Cooperation Agreement, which declares certain categories of aid



compatible with the UK Internal Market and the strategic objectives of the UK Subsidy Control Regime. The Scheme is registered on the Transparency Database maintained by the Department of Business, Energy and Industrial Strategy under Scheme Number SC10302.

11 Procurement

1.1 For all goods, works and services: -

1.1.1 with a contract value of less than £50,000 (excluding VAT), you must obtain at least three written quotes before appointing a supplier. You should provide a detailed report on the quotes you have received and evaluated, together with reasons for your decision on which to accept.

1.1.2 with a contract value of more than £50,000 (excluding VAT), you must undertake a competitive tender exercise in order to appoint a supplier, which should be (i) advertised on Public Contracts Scotland; and (ii) based on a cost and quality approach to ensure that value for money is achieved. You should provide a detailed report on the tenders you have received and evaluated, together with your decision on which to accept.

11.1 The Public Contracts (Scotland) Regulations 2015 apply in certain grant cases and particularly where you obtain more than 50% of funding from public bodies. The Procurement Reform (Scotland) Act 2016 may also apply. You must comply with all rules relevant to public procurement that are relevant to you.

12 Inspection

12.1 You must retain evidence of grant expenditure in the form of receipts, invoices, bank statements, etc and, if requested, make these available to HES for inspection and examination by HES and its agents at any time.

12.2 You must maintain a complete set of records to trace the supply chain of all goods and services used in delivering the Grant Objectives and provide HES and its third party representative's access to such records.

12.3 Officials of HES or the National Audit Office shall be entitled to examine books and records relating to the Grant and you must make such information available to them in the required format. Additionally, the Comptroller and Auditor General may carry out examinations into the economy, efficiency and effectiveness with which you have used your resources in achieving the Grant Objectives and you must provide them with all relevant information to allow them to carry out that task.



13 Grantee Conduct

- 13.1 You are expected to embrace fair work principles and practices in line with the advice of the Fair Work Convention and you must ensure that any paid posts funded by the Grant are paid the national Living Wage as a minimum.
- 13.2 You must have appropriate policies and effective systems in place to prevent, detect and reduce the risk of fraud, bribery and corruption within your organisation, which systems shall be in form and substance satisfactory to HES.
- 13.3 You must ensure that any person or body carrying out any activity on your behalf complies with Relevant Legislation and, in particular, does not commit any act of discrimination rendered unlawful under the relevant legislation.
- 13.4 In performing the obligations under the Grant Contract, you must comply with the Modern Slavery Legislation and notify HES as soon as you become aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Grant Contract. You represent and warrant that you have not been convicted of any offence involving slavery and human trafficking nor have you been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery or human trafficking.
- 13.5 You must include in contracts with your contractors, and oblige your contractors to include in any subcontracts for Grant Funded Activities, provisions which are at least as onerous as those set out in Condition 13.4.
- 13.6 You must not use the Grant for any party-political advocacy.

14 Promotion and Acknowledgement

- 14.1 Your organisation is required to acknowledge the Grant in any press releases relating to the Grant Funded Activities and through appropriate use of the HES logo on your website and in any printed material. When you are ready to use the HES logo please contact our Communications Team at communications@hes.scot who will provide you with guidance.
- 14.2 You must permit HES and the Scottish Government to publicise the Grant in any publication or on the website of HES or that of the Scottish Government.
- 14.3 You must not make any announcement or issue any statement, press release or other publicity without the prior written approval of HES, which approval will not be granted (i) until HES has made public the award of the Grant to you; and (ii) unless it contains a quote issued to you by HES for inclusion and the HES logo.
- 14.4 You must ensure that (i) your website and any press release, statement or publicity issued by you and relating to the delivery of the Grant Objectives mentions the Grant from HES; (ii) any social media activity on any platform relating to the delivery of the Grant Objectives includes the HES logo, the metadata tag "#HESsupported" and tags the relevant HES social media account; and (iii) you invite HES to any launch or other event celebrating the delivery of the Grant Objectives.



- 14.5 You must acknowledge the funding you receive from HES in all publications and marketing material distributed to your stakeholders and members.

15 **Data Protection, Freedom of Information and the Public Reform (Scotland) Act**

- 15.1 The data you provide to HES as part of your Application and the Grant Contract is subject to the provisions of the Freedom of Information (Scotland) Act 2002 (FOISA), the Data Protection Legislation and the Environmental Information (Scotland) Regulations 2004 (EI(S)R).
- 15.2 HES shall be entitled to share relevant data, including historical data and Personal Data, that is held about you and your organisation with other organisations for legitimate purposes and when required to do so in terms of any Legal Requirement.
- 15.3 HES shall be entitled to release relevant data under FOISA and EI(S)R unless a relevant exemption or exception applies.
- 15.4 HES shall be entitled to release information held about you, including your identity, the amount of the Grant and any information provided as part of your Application. Without prejudice to the foregoing generality, in order to comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, HES publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, HES publish a monthly report of all payments over £25,000. Where a payment is made in excess of £25,000 you consent to its 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.
- 15.5 For further information regarding how HES processes your personal data in relation to your Application and the Grant Contract, please see our Privacy Notice at [Grants Portal Privacy Notice | Lead Public Body for Scotland's Historic Environment](#).

16 **Intellectual Property**

- 16.1 You, by your acceptance of this Offer, grant a Licence to HES for such purposes as HES reasonably requires from time to time, including (i) safeguarding Scotland's built heritage; (ii) promoting the understanding and enjoyment of Scotland's built heritage; and (iii) maintaining a public record of the Grant Funded Activities.
- 16.2 At the request of HES, you will promptly provide (i) copies of all Data covered by the Licence; and (ii) a clear written explanation of any Use of any Third Party Data which would infringe the Intellectual Property Rights of any third party or breach any obligation of confidence owed by you.
- 16.3 You warrant that Use by HES (and appointed sub-licensees) of any Data will not breach the Intellectual Property Rights of any third party, other than to the extent specifically disclosed in accordance with Clause 16.2(ii).



- 16.4 Nothing in this Offer is intended to transfer any Intellectual Property Rights to you and, unless otherwise stated, you will use Data provided to you by HES pursuant to delivering the Grant Funded Activities solely for the purpose of carrying out the Grant Funded Activities.

17 **Grant Recovery**

- 17.1 You must inform HES as soon as you become aware of the occurrence of an event listed below. If such an event occurs, HES is entitled to (i) re-assess, vary, make a deduction from, withhold or recover the Grant (or such proportion of it as HES thinks fit); (ii) charge interest on any sums recovered from the date of payment of the Grant to you until repaid; and/or (iii) to terminate the Grant Contract; if: -
- 17.1.1 during the Recovery Period, you dispose of your interest in any capital item fully or partly-funded by the Grant;
 - 17.1.2 at any time any condition of the Grant Contract is contravened or not complied with and, if the breach is capable of remedy, you have been given notice of it and have failed to remedy it within the period of time specified in the notice;
 - 17.1.3 you have not submitted the Grant Claim Form by the relevant date provided in Condition 7.2;
 - 17.1.4 you have not submitted the documentation set out in Conditions 2 and 8 by the relevant date;
 - 17.1.5 other funding becomes available to you which is directly attributable to the Grant Eligible Costs;
 - 17.1.6 you suffer an Insolvency Event or a Change of Status or Control;
 - 17.1.7 HES considers that any information provided by you in your Application and/or in terms of the Grant Contract is fraudulent, incorrect or misleading or you have failed to provide information which would have been relevant to HES in approving the Grant or determining any matter in terms of the Grant Contract;
- 17.2 A certificate by HES as to the amount of the Grant due to be repaid will, in the absence of manifest error, be conclusive evidence of the sum to be repaid.
- 17.3 Any sums to be recovered from you shall be paid by you to HES within 15 Working Days of demand.

18 **Assignment**

The Grant Contract will not be capable of assignment by you.

19 **Expenses**

You will pay to HES within 10 Working Days of demand all costs, charges and expenses incurred by HES in the enforcement of the conditions of the Grant Contract.

20 Definitions

"Accountant's Certificate" means a certificate from your auditor (or, where you are not required to prepare audited accounts in terms of your governing legislation and have not otherwise chosen to prepare such audited accounts, an independent Chartered Accountant) in the form set out in the Accountant's Certificate template available on the Partnership Fund website, providing independent confirmation of the expenditure claimed during each Financial Year.

"Application" means your application for grant under the HES Partnership Fund to deliver the Grant Objectives;

"Approved Budget" means the total budget from your Application as approved by HES and available to view on the Grants Portal;

"Budget Profile" means the budget profile submitted with your Application setting out the proposed timetable for receipt of income, expenditure and grant drawdown linked to anticipated progress of the Grant Funded Activities against the Grant Objectives, updated by the Updated Budget Profiles submitted to and approved by HES from time to time in accordance with the terms of this Grant Contract;

"Change in Status or Control" means

(i) there is a significant change in your circumstances, status (including charitable status) and/or your organisational structure; or

(ii) where you are a company but not a public company, either (a) a person (other than your shareholders at the date of your Application) alone or together with any associated person(s) becomes the beneficial owner of shares in your issued share capital carrying the right to exercise more than 25% of the votes exercisable at your general meeting or (b) the shareholders at the date of your Application cease to hold legally and beneficially at least 50% of the issued share capital and voting rights in your company;

"Claim Documentation" means (i) the Progress Reports; (ii) the Claim Form and (iii) the Updated Budget Profile;

"Claim Form" means the financial form submitted by you via the Grants Portal to request payment of the Grant;

"Communications Plan" means your communications plan submitted to and approved by HES in accordance with this Offer;

"Data" means any data, text, drawings, diagrams, images, and sounds recorded in any electronic or tangible medium;

"Data Protection Legislation" means (i) all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); and (ii) any other European Union legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic



communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;

"**Evaluation Report**" means a final report assessing the progress of the Grant Funded Activities in delivery of the Grant Objectives during the Grant Funded Period and a summary of any lessons learned and recommendations for the future as described in the Programme Guidance;

"**Financial Year**" means the period 1 April to 31 March for any given year (or part of a year) during the Grant Funded Period.

"**Grant**" means [] Pounds (£[]) Sterling;

"**Grant Contract**" means this Offer and your acceptance thereof and any other formal letters following on from the accepted Offer comprising a concluded contract between you and HES;

"**Grants Data Report**" means the report on programme data required by HES in the form made available by HES on the Grants Portal;

"**Grant Eligible Cost**" means the costs which HES determines are eligible for grant assistance as set out in the Programme Guidance;

"**Grant Funded Activities**" means the following activities;

Grant Funded Activities	«Year»	«Year»	«Year»
Total			

"**Grant Funded Period**" means [];

"**Grant Intervention Rate**" means [];

"**Grant Objectives**" means the objectives agreed with HES, following the submission of the Grant Outcomes Plan, in accordance with the Offer;

"**Grant Outcomes Plan**" means the outcomes plan submitted by you to HES and agreed by HES in accordance with the Offer;

"**Grants Portal**" means the HES portal made available for use by grantees under the Partnership Fund;

"**HES**" means Historic Environment Scotland a non-departmental public body incorporated under the Historic Environment Scotland Act 2014 being a registered Scottish Charity (SC045925) and having its principal place of business and registered Charity address at Longmore House, Salisbury Place, Edinburgh, EH9 1SH;

"**Images of Grant Funded Activities**" means photographic images of the grant funded activities taking place;

"**Insolvency Event**" means you cease to trade or are sequestrated, become apparently insolvent or enter into a trust deed for behoof of your creditors or being a company you go into liquidation whether voluntary or compulsory (otherwise than a voluntary liquidation of a solvent company for the purposes of amalgamation or

reconstruction) or appoint a receiver or a monitor or have a receiver or a monitor appointed or have an administration order made;

"Intellectual Property Rights" means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions;

"Know-How" means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale;

"Licence" means a perpetual, irrevocable, transferable, worldwide, non-exclusive, royalty-free licence to Use (and to authorise any third parties to Use) (i) all Third Party Data (except to the extent that you are not entitled to grant such a licence); and (ii) all of Your Data;

"Modern Slavery Legislation" means all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including the Modern Slavery Act 2015 and the Human Trafficking and Exploitation (Scotland) Act 2015;

"Offer" means this offer of Grant by HES to you;

"Permission to Start" means the e-mail issued by HES confirming that all of the pre-conditions set out in Clause 2 have been satisfied and that HES has received your acceptance of this Offer so as to permit the Grant Funded Activities to start;

"Personal Data" has the meaning ascribed to it in the Data Protection Legislation;

"Programme" means the Partnership Fund Programme made available under Section 11 of the Historic Environment Scotland Act 2014;

"Programme Guidance" means the guidance issued by HES setting out the priorities, processes and procedures for grants issued under the Programme;

"Progress Report" means the report on the progress of the Grant Funded Activities against the Grant Objectives in the form of the style progress report published on the Grants Portal;

"Recovery Period" means [] from your acceptance of this Offer;

"Relevant Legislation" means any requirement in respect of or affecting you or the Grant Funded Activities under all common law, statute, statutory provision (including any subordinate legislation), instrument, rule or regulation under or in pursuance of any Act of Parliament, statutory guidance, by-law, regulation, public or local policy or order made by, or any requirement of any competent statutory, public or local authority or the decision of any court of competent jurisdiction;

"Quarterly Date" means each of 30 June, 30 September, 31 December and 31 March in each Financial Year;



"Special Conditions" means the following:

Deadline	Agreed Progress
Date falling [] months from the date of the Grant Contract	
[Include any milestones required to meet Fair Work Principles and a timeframe for achieving them]	
[Include any milestones for moving towards financial independence with reduced reliance on HES funding]	
(Include any other special conditions arising from panel paper/ discussion)	
(Other)	

"Third Party Data" means Data which relates to the Grant Funded Activities and to which you have access, but in which third parties own Intellectual Property Rights;

"Updated Budget Profile" means the Budget Profile updated on a quarterly basis to reflect the up-to-date position in respect of the allocation of the Grant and projected spend under the Grant Funded Activities;

"Use" means, in relation to any Data, accessing, using, copying, translating, redeveloping (or otherwise modifying) disclosing or distributing (whether in original or derivative form and whether via the internet or otherwise) that Data;

"Verified Accounts" means (i) where you are required in terms of your governing legislation to have audited accounts, or you have otherwise prepared such audited accounts, a copy of your audited accounts; or (ii) where you are not required in terms of your governing legislation and you have not otherwise prepared such audited accounts, a copy of your accounts prepared by an independent Chartered Accountant;

"you" means [];

"Your Data" means Data relating to the Grant Funded Activities which you have access to and is not Third Party Data;

21 Interpretation

Save to the extent that the context or the express provisions of this Offer otherwise requires, in this Offer:

- 21.1 words importing any gender shall include all other genders;
- 21.2 words importing the singular number only shall include the plural and vice versa;
- 21.3 obligations contained in this Offer undertaken by more than one person shall be binding jointly and severally on them and their respective executors and



representatives whomsoever without the necessity of discussing them in their order;

- 21.4 words importing individuals include corporations and vice versa;
- 21.5 references to the Offer or to any other document shall be construed as reference to the Offer or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- 21.6 any reference to a clause, Schedule or Part of the Schedule is to the relevant clause, Schedule or Part of the Schedule of or to the Offer;
- 21.7 reference to any statute or statutory provision (including any subordinate legislation) or any Legal Requirement includes any provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision; and
- 21.8 any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.