

From: Redacted – 38(1)(b)
Sent: 13 September 2017 10:03
To: Redacted – 38(1)(b)
Subject: RE: V&A Dundee: Founding Partners and Principle Funders donor wall recognition - for approval

Good morning Redacted – 38(1)(b),

Please find attached the revised Donor Wall recognition to include your updated logo for approval.

Redacted – 38(1)(b)

From: Redacted – 38(1)(b)
Sent: 05 September 2017 14:52
To: Redacted – 38(1)(b)
Subject: V&A Dundee: Founding Partners and Principle Funders donor wall recognition - for approval

Redacted – 38(1)(b)

Things are progressing apace at V&A Dundee, and we are now at the point of formalising founding partner and principle funder recognition within the building. Please see attached donor recognition pdf. If I could draw your attention to page 3 in particular, you'll see how your support has been recognised through the primary donor wall listing in the entrance lobby (specifically a metal panel, powder-coated white with screenprinted logos/text in grey). Please could you read this over and approve at your earliest convenience.

We are working to quite a tight timescale on this, so if you could email confirming your consent no later than **5pm Wednesday 12 September**, that would be very much appreciated. Please don't hesitate to contact me should you have any queries.

Very best wishes

Redacted – 38(1)(b) | V&A Museum of Design Dundee | Enterprise House | 3
Greenmarket | Dundee | Scotland UK | DD1 4QB | Redacted –
38(1)(b) | www.vandadundee.org

Design Dundee Ltd is a registered Scottish Charity, No: SCo41219 [Twitter - @VADundee](#) / [Facebook - @VADundee](#) / [Instagram - vadundee](#) / Snapchat - vadundee

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SCHEDULE 2

GRANT CLAIM FORM

Organisation: Design Dundee Limited

Bank details

Project: V&A MUSEUM OF DESIGN DUNDEE
Total agreed grant for 2017-18: £750,000

Latest forecast of expenditure of grant for 2017-18: £750,000

Grant claimed to date: £375,000

Unexpended grant: £375,000

Claim for grant for the period 1 October 2017 to 31 March 2018: £375,000

We hereby claim grant of £375,000 in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 6 April 2017 and the Schedules attached thereto.

Completed by

Position

Contact Details

Date: 4 October 2017

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 Item	B Amount (£)	C Paid Invoice [Y/N]	D Other (please specify, e.g. certificate of payment in kind)
Eligible Operating costs incurred	£375,000	N	Payroll records/supplier invoices
TOTAL*	£375,000		

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

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Design Dundee Limited

This is to confirm that the grant claimed by Design Dundee Limited in relation to the above Project during the financial year ended 31 March 2018 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 Design Dundee Limited.

Signed: [REDACTED]

Name in block capitals: [REDACTED]

Position: [REDACTED]

Date: 4 October 2017

From: Redacted – 38(1)(b)
Sent: 10 January 2018 18:24
To: Redacted – 38(1)(b)
Subject: RE: Public Audit and Post Legislative Scrutiny Committee

Dear Redacted – 38(1)(b)
In answer to the questions from the PAPLS Committee –

The V&A Dundee building costs are as follows –

Total	£80.11m
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This is being met as follows –

Scottish Government	£25m
Growth Accelerator Funding	£12.61m
Heritage Lottery Fund	£12.50m
Dundee City Council	£6.50m
UK Government	£5.00m
Creative Scotland	£4.50m
Waterfront Dundee	£4.00m
Contribution from fundraising	£10.00m
Total Construction Delivery	<u>£80.11m</u>

Fuller details are set in the Project Execution Plan, at section 1.4, which you should have but let me know if it is helpful to forward to you.

Impact on the Public Purse

An updated 5yr financial model for V&A Dundee has been developed (for the years 17/18 onwards), demonstrating an annual turnover of c.£4.5m. The project's revenue need is to be met by an annual contribution from Scottish Government of £1m from 18/19 onwards, by financial and in-kind contributions from the founding partners (Dundee City Council, University of Dundee, Abertay University, Scottish Enterprise, V&A), from self-generated income and ongoing fundraising, and in the project's early years by defined financial development support from the capital founding partners the Heritage Lottery Fund and Arts Lottery (through Creative Scotland).

Contractual Arrangement between Dundee City Council and Design Dundee Ltd

Dundee City Council, as a founding partner of the project, is permanently represented on the DDL Board. The Council is the contracting authority for the building for V&A Dundee, and during the capital development period the contractual arrangement for this between the Council and DDL is governed by a Development Agreement between the two parties. The Council will be the owner of the building and DDL the tenant of the building, governed by the Lease and Maintenance Agreement between the two parties. As a founding partner of DDL, DCC's ongoing contribution to DDL, and DDL's ongoing obligations to the Council, is the subject of the Contributions Agreement between the two parties.

I do hope this provides the required information, but let me know if I can help further.

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I V&A Museum of Design Dundee | Enterprise House | 3 Greenmarket | Dundee | Scotland UK | DD1 4QB **Redacted – 38(1)(b)** | www.vandadundee.org
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From: **Redacted – 38(1)(b)**
Sent: 18 December 2017 09:35
To: **Redacted – 38(1)(b)**
Subject: Public Audit and Post Legislative Scrutiny Committee

Redacted – 38(1)(b)

Finance colleagues were giving evidence on major capital projects at the Public Audit and Post Legislative Scrutiny Committee on 07 December. This is the official note:

<http://www.parliament.scot/parliamentarybusiness/report.aspx?r=11259>

We have to provide a response the committee on a couple of queries in connection with V&A Dundee; namely capital cost breakdown, future impact on the public purse and contractual arrangements between DCC and DDL.

Cost breakdown can be easily set out and I can discuss an appropriate response to the future cost impact with David before we speak on this. In the meantime it would be helpful if you could let me have something which outlines the contractual arrangements for the operation of the Museum.

Redacted – 38(1)(b)

Redacted – 38(1)(b) | Culture and Historic Environment Division | The Scottish Government | 2-G (North), Victoria Quay | Edinburgh EH6 6QQ | **Redacted – 38(1)(b)**



From: Redacted – 38(1)(b)
Sent: 27 February 2018 14:43
To: Redacted – 38(1)(b)
Subject: Oak Room accreditation

Dear Redacted – 38(1)(b),

I wanted to let you see the intended credit line for the Oak Room, which will feature on the accompanying label and in other public references. Do let me know if you have any questions.

Redacted – 38(1)(b)

The conservation and restoration of Charles Rennie Mackintosh's Oak Room is a collaboration between Glasgow Museums, V&A Dundee and Dundee City Council. The project is made possible by a long-term loan from the collections of Glasgow City Council, grant funding from the Heritage Lottery Fund, and dedicated support from the Art Fund, the Scottish Government, the Mortimer and Theresa Sackler Foundation, Dunard Fund and the Allan Family.

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Redacted – 38(1)(b)

Redacted – 38(1)(b)
Design Dundee Limited
Enterprise House
3 Greenmarket
Dundee
DD1 4QB

Your ref:
Our ref:
20 March 2018

Redacted – 38(1)(b)

DESIGN DUNDEE LIMITED – REVENUE GRANT FUNDING 2018-19

Financial Allocation

The Scottish Ministers in exercise of their powers under Section 23 of the National Heritage (Scotland) Act 1985 hereby offer to give to Design Dundee Limited (“the Grantee”) a grant of up to £1,000,000 STERLING, payable over the financial year 2018-19 in connection with the completion and ongoing operation of the V&A Museum of Design Dundee, which is more particularly described in Part 1 of SCHEDULE 1 (“the Project”) and subject to the following terms and conditions:

1. Definitions and Interpretation

1.1 In these Conditions, the words and expressions set out in SCHEDULE 4 shall have the meanings ascribed to them in that Schedule.

1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

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

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

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

2. Purposes of the Grant

2.1 The Grant is made to enable the Grantee to carry out the Project.

2.2 The Grant shall only be used for the purposes of the Project 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 and expected outcomes of the grant are expressly to support the operational costs of Design Dundee Ltd to:

- Enable the completion of construction of the new V&A Dundee museum;
- Deliver a high quality exhibitions programme with regular provision of a range of free to access activity and displays, widening public access and participation levels;
- Deliver inclusive learning and outreach programmes, inspiring learners' creativity and developing future skills for design and business innovation;
- Develop dynamic and interactive digital learning opportunities, evidencing increasing levels of public digital interaction;
- Develop a national programme for design led business innovation which supports companies from across Scotland;
- Provide support for Scotland's creative industries, enabling them to innovate, grow, showcase their work and fulfil their economic potential;
- Strengthen Scotland's economy and international profile by building on our external relationships, attracting increased numbers of visitors from both home and abroad and opening opportunities in new markets;
- Achieve and maintain BREEAM excellent rating;
- Ensure that in delivering and operating the Museum, consider steps that might promote fair working practices, including payment of the Living Wage as this relates to the Grantee's areas of responsibility; and
- Ensure that in delivering and operating the Museum, consider steps that might further promote and protect the rights of children and young people, consistent with the requirements of the United Nations Conventions on the Rights of the Child (UNCRC) as this relates to the Grantee's areas of responsibility.

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

- That we receive regular reports providing an update on progress as part of the monitoring arrangements coordinated by Heritage Lottery Fund until it is agreed that these arrangements have ceased;
- That we are notified of any likely or actual slippage in the project to enable suitable financial planning;
- That once the museum is open to the public, we receive regular reports on progress in meeting the Business Plan and the Benefits Realisation Plan;

- That you can demonstrate that your policies, practices and procedures are consistent with promoting fair working practices including payment of the Living Wage; and
- That you can demonstrate that your policies, practices and procedures are consistent with the requirements of the UNCR

2.6 The eligible costs exclude any reclaimable costs, including reclaimable Value Added Tax.

3. Payment of Grant

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **SCHEDULE 1** attached.
- 3.2 The Grantee shall within 3 months 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 and properly incurred by the Grantee in connection with the Project, 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.

4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of quarterly reports. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.

4.2 Revisions to targets/milestones against which progress in achieving objectives/outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.

4.3 The Grantee shall, on completion of the Project, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project. Such a report shall include such statistical and other information relating to the impact of the Project as shall be required by the Scottish Ministers.