

e RDR ✓

SCHEDULE 2

GRANT CLAIM FORM

Organisation: Design Dundee Limited

Bank details:



Project: V&A MUSEUM OF DESIGN DUNDEE

Total agreed grant for 2018-19: £1,000,000

Latest forecast of expenditure of grant for 2018-19: £1,000,000

Grant claimed to date: £500,000

Unexpended grant: £500,000

Claim for grant for the period 1 July 2018 to 31 March 2019: £500,000

We hereby claim grant of £500,000 in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 20 March 2018 and the Schedules attached thereto.

Completed by



Position:



Contact Details:



Date: 2 July 2018

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	£500,000	N	Payroll records/supplier invoices
TOTAL*	£500,000		

APPROVED FOR PAYMENT



PASSED FOR PAYMENT  
 SIGNATURE:   
 NAME (IN CAP):   
 YES/NO  
 17/2014 MBA  
 COST CENTRE: 60104205  
 DATE: 03/07/2018  
 Payment passed in accordance with The Scottish Office Finance Manual Section E

\* Note the total should add up to the total expenditure claimed for the period. 60104205

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 02 July 2018 11:26  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Design Dundee Limited - Grant Claim  
**Attachments:** Grant Claim Scottish Government 2018-19 final instalment 02-07-2018.docx

[REDACTED]

Please find attached the Grant Claim Form for the period 1<sup>st</sup> July 2018 to 31<sup>st</sup> March 2019 for Design Dundee Limited.

Best regards

\*\*\*  
[REDACTED]

See **Ocean Liners: Speed and Style** at V&A Dundee from 15 Sep 2018 - 24 Feb 2019  
[vam.ac.uk/dundee/exhibitions/ocean-liners](http://vam.ac.uk/dundee/exhibitions/ocean-liners)

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Design Dundee Limited  
Enterprise House  
3 Greenmarket  
Dundee  
DD1 4QB

Your ref:  
Our ref:  
04 July 2018

Redacted – 38(1)(b)

## DESIGN DUNDEE LIMITED – REVENUE GRANT FUNDING 2018-19

### Financial Allocation - Revised

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 £1,361,000 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.



4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project 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 at least 2 years (or longer if required under HMRC guidance) after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant.

4.7 The grantee shall immediately inform the Scottish Ministers of any change in its constitution for example, but not limited to, a change in status from one type of body corporate to another.

## 5. Confidentiality and Data Protection

5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.

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 Act 1998 are fulfilled in relation to the Project.

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 the 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 that 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 £10,000.

## 7. Publicity

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project 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 shall, on creation, vest solely in the Grantee for the full duration of such rights.

8.2 Notwithstanding Clause 8.1, the Grantee hereby grants the Scottish Ministers a perpetual, non-exclusive, royalty-free, world-wide, non-transferable or sublicensable (subject to Clause 8.3) licence to use the Intellectual Property Rights on a non-commercial basis and in all media (now known or hereinafter invented) for the following purposes:

(a) of promoting, marketing and advertising the Scottish Ministers investment in the Project and the social, economical, cultural and educational benefits the Project brings for Scotland; and

(b) non-commercial educational resources for use within publicly funded schools, community education and outreach work.

8.3 The Scottish Ministers may sub-licence its licence referred to in Clause 8.2 to Scottish Government public bodies and to any body or person connected with the purposes described in Clause 8.2 (b) (excluding for the avoidance of doubt any Higher and/or Further educational bodies or institutions) and subject to such use being for the same purpose as identified in Clause 8.2 only. Other than as set out in this Clause, should the Scottish Ministers wish to sub-licence the rights granted to it under clause 8.2, prior written consent from the Grantee must be obtained and the Grantee confirms it shall act reasonably in this regard.