
Report To:	Education and Communities Committee	Date:	05 September 2017
Report By:	Corporate Director Education, Communities & Organisational Development	Report No:	EDUCOM/52/17/RB
Contact Officer:	Ruth Binks	Contact No:	(01475) 712824
Subject:	Update on the use of the Pupil Equity Fund		

1.0 PURPOSE

- 1.1 The purpose of this paper is to update the Committee as to how schools are using Pupil Equity Funding (PEF).

2.0 SUMMARY

- 2.1 The PEF has been paid by the Scottish Government to local authorities by means of a ring-fenced grant with indicated amounts that should be allocated directly to each school. The amount allocated to each school has been decided according to the number of pupils in P1-S3 who are eligible to be registered for free school meals.
- 2.2 National guidance is in place for schools and head teachers and this has been supplemented by local guidance. All schools in Inverclyde have now submitted indicative plans for the use of their PEF allocation. Head teachers have agreed to jointly fund posts from their allocated PEF funding to help with finance and administration.
- 2.3 Whilst schools have submitted indicative plans for their expected spend for the academic year 2017/18, this may be subject to change. Head teachers have received support and guidance in matters of finance, procurement, ICT, Human Resources and educational research. Trade unions have worked with officers to agree protocols for recruitment to ensure a consistent approach across Inverclyde.

3.0 RECOMMENDATIONS

- 3.1 The Committee is asked to note the contents of this report.

Ruth Binks
Head of Education

4.0 BACKGROUND

- 4.1 The First Minister launched the Scottish Attainment Challenge in February 2015 to narrow the poverty-related attainment gap. Initially seven Challenge Authorities were identified, including Inverclyde, and the Challenge Authorities were asked to submit bids focussed on raising attainment in literacy, numeracy and health and wellbeing for pupils in SIMD 1 and 2 in the primary sector.
- 4.2 In June 2016 the Challenge Authorities were asked to submit bids for secondary schools in their areas. The Inverclyde bid was accepted by the Scottish Government in September 2016 and the Inverclyde Attainment Challenge work now covers the whole of the Broad General Education.
- 4.3 As part of the Scottish Government Attainment Challenge fund, the Scottish Government has committed a further £120 million allocated directly to schools to reduce the attainment gap linked to deprivation. In 2017/18, for each child in a publicly funded primary or secondary school who is eligible and registered for free school meals, the school will receive £1,200. This is known as Pupil Equity Funding (PEF). The 2017/18 allocation of PEF was calculated using the most recently available Healthy Living Survey and Pupil Census.

5.0 CURRENT POSITION

- 5.1 Each school was notified of their allocation of funding (Appendix 1) on 31 January 2017. Several advisory meetings have taken place with head teachers to discuss how the fund can be used; attendees at the meetings have included representatives from HR, Education Services, Finance, Procurement, ICT and trade unions. All schools have opted to jointly fund posts to help with the administration of the Pupil Equity Funding. Individual school plans have been shared across the authority and good practice disseminated.
- 5.2 The draft key principles of the PEF are:
 - Head teachers must have access to the full amount of the allocated PEF.
 - The PEF must enable schools to deliver activities, interventions or resources which are clearly additional to those which are already planned.
 - Head teachers must work in partnership with each other, and their local authority, to agree the use of funding. Schools must take account of the statutory responsibilities of the authority to deliver educational improvement, secure best value, and the authority's role as employer.
 - Parents and carers, children and young people and other key stakeholders should be involved in the planning process.
 - Funding must be provided for targeted support for children and young people affected by poverty to achieve their full potential. Although the PEF is allocated on the basis of free school meal eligibility, head teachers can use their professional judgement to bring additional children into targeted interventions.
 - Head teachers must base their use of the funding on a clear contextual analysis which identifies the poverty related attainment gap in their schools and plans must be grounded in evidence of what is known to be effective at raising attainment for children affected by poverty.
 - Schools must have plans in place at the outset to evaluate the impact of the funding.
- 5.3 Schools can spend their money on a variety of interventions which include working in partnerships, staffing, procurement of resources and equipment, and ICT. If schools choose to spend money on additional teaching staff, then it should be noted that the additional staff employed do not contribute to the pupil teacher ratio for the authority. In the context of a shortage of teachers, schools will need to work in partnership to ensure that one school does not have a surfeit of teachers whilst another school in the authority cannot cover core teaching staff.

- 5.4 Head teachers have submitted their expected plans and expenditure to the education authority prior to beginning their projects. The plans have been collated and work has been undertaken to support schools in various aspects. All posts have been subject to job sizing, and recruitment procedures have been agreed with the trade unions. Job descriptions and person specifications have been shared across the authority and, where possible, use of PEF money to fund extra teaching posts and other posts has been incorporated into the annual staffing process. The aim has been to keep as much consistency as possible for schools but as time has progressed, some teachers initially identified through PEF funding have had to be reallocated to core staffing.
- 5.5 Whilst the individual spend by each school may not reach procurement thresholds, if schools are requesting similar services then a joined up approach has been taken to ensure that the schools get best value and comply with procurement thresholds for the overall spend across the authority. For instance, some schools have requested counselling services and a joined up approach has been used to procure this service. A similar approach has been used for staff professional development.
- 5.6 If schools have requested ICT then support has been given through ICT services to procure and maintain equipment. Schools need to consider that some of the equipment they purchase will need to be supported and connected to the network. An ICT catalogue has been created to ensure that costs for support and maintenance are identified in advance so that schools are not subject to unexpected costs at a later stage.
- 5.7 Quality Improvement Officers, the Corporate Director, Heads of Service and the Attainment Challenge Team have worked alongside schools to provide support and challenge to their educational thinking. The aim is to dovetail the support offered to schools through the Attainment Challenge with any proposed use of PEF. In this way, evidence based interventions can be identified and put into practice. All schools will benefit from the data sets that have been used in the Attainment Challenge to help to track and monitor the progress of individual pupils and to evaluate the impact of the funding.
- 5.8 The overall allocation is detailed in appendix 1 and expected expenditure is detailed in appendix 2. Education Scotland have been asked to oversee and report on the use of PEF and it is part of the acceptance of the grant (appendix 3) that a report will be produced by the local authority on use of the PEF.
- 5.9 Plans have been agreed at school level with the involvement of Parent Councils and are integral to School Improvement Plans. The plans may well be subject to change, especially if they include the appointment of teaching staff. In the context of a shortage of teachers then core teaching staff to deliver the curriculum will continue to take precedence over those funded through PEF.

Listed below is a flavour of the types of additional provision schools are putting in place to reduce the poverty related attainment gap. The list is not exhaustive and plans for each individual school will be available on school websites.

- Additional teaching staff to support pupils.
- Responsibility payments to staff to undertake leadership opportunities to develop specific work linked to tracking attainment or specific interventions.
- Additional support assistants or sports coaches.
- Targeted breakfast clubs, study clubs and homework clubs.
- Family support workers and CLD youth workers.
- Training for teachers to build on and improve pedagogical approaches in the classroom.
- Counselling services.
- Support for pupils to attend extra-curricular activities such as music or sports events.
- Additional resources for the classroom.
- Extra ICT.

6.0 IMPLICATIONS

Finance

6.1

Financial Implications:

One off Costs

Cost Centre	Budget Heading	Budget Years	Proposed Spend this Report £000	Virement From	Other Comments
Schools	Various	17/18	£000 - £2,450,400	N/A	Scottish Government will allow schools to carry forward this money.

Annually Recurring Costs/ (Savings)

Cost Centre	Budget Heading	With Effect from	Annual Net Impact £000	Virement From (If Applicable)	Other Comments
N/A					

Legal

6.2 Schools must consider any legal implications when entering into partnership working and follow statutory guidance for procurement.

Human Resources

6.3 There will be substantial human resources implications for this policy, including recruitment, job sizing and ensuring that the authority is not liable for any permanent contracts beyond the duration of the funding.

Equalities

6.4 Has an Equality Impact Assessment been carried out?

Yes See attached appendix

No This report does not introduce a new policy, function or strategy or recommend a change to an existing policy, function or strategy. Therefore, no Equality Impact Assessment is required.

Repopulation

6.5 N/A.

7.0 CONSULTATIONS

7.1 Consultations have taken place with head teachers and trade unions.

8.0 CONCLUSIONS

- 8.1 Whilst the targeted PEF is welcomed by Inverclyde, care will need to be taken to manage the process to ensure that bureaucracy is not increased for head teachers and that schools feel supported by central resources in the authority.

9.0 BACKGROUND PAPERS

- 9.1 Update on the use of the Pupil Equity Funding March 2017.

Appendix 1 – Allocation of funding to schools

		Total amount
Aileymill Primary School	Primary	£184,800
All Saints Primary School	Primary	£202,800
Ardgowan Primary School	Primary	£87,600
Gourock Primary School	Primary	£33,600
Inverkip Primary School	Primary	£9,600
Kilmacolm Primary School	Primary	£18,000
King's Oak Primary School	Primary	£196,800
Lady Alice Primary School	Primary	£90,000
Moorfoot Primary School	Primary	£28,800
Newark Primary School	Primary	£168,000
St Andrew's Primary School	Primary	£109,200
St Francis' Primary School	Primary	£120,000
St John's Primary School	Primary	£70,800
St Joseph's Primary School	Primary	£88,800
St Mary's Primary School	Primary	£80,400
St Michael's Primary School	Primary	£105,600
St Ninian's Primary School	Primary	£40,800
St Patrick's Primary School	Primary	£68,400
Wemyss Bay Primary School	Primary	£18,000
Whinhill Primary School	Primary	£96,000
Clydeview Academy	Secondary	£43,200
Inverclyde Academy	Secondary	£142,800
Notre Dame High School	Secondary	£123,600
Port Glasgow High School	Secondary	£88,800
St Columba's High School	Secondary	£85,200
St Stephen's High School	Secondary	£87,600
Craigmarloch School	Special	£61,200
Lomond View Academy	Special	£ -
		£2,450,400

Appendix 2 - overview of projected spending on projects

2017/18 Scottish Attainment Challenge		
PUPIL EQUITY FUNDING		£
TOTAL PEF ALLOCATION	£	2,433,977
TEACHING STAFF	£	1,016,840
SUPPORT STAFF	£	618,010
TRANSPORT	£	4,300
RESOURCES / EQUIPMENT	£	112,370
ICT	£	60,661
COMMISSIONED / PURCHASED SERVICES / PARTNERS	£	299,479
OTHER	£	18,605
AS YET UNALLOCATED	£	303,712

Director of Education Inverclyde Council Sent by email

31 March 2017

Dear Director

OFFER OF GRANT FOR SCOTIISH ATIAINMENT CHALLENGE- PUPIL EQUITY FUNDING- 2017/18

The Scottish Ministers, in exercise of their powers under the Section 42 (1) of the Standards in Scotland's Schools Act 2000 and in recognition of the duty in section 3A of the Standards in Scotland's Schools etc. Act 2000, hereby offer to give Inverclyde Council ("the Grantee") a grant of up to **£2,450,400 STERLING** payable over the financial year 2017-18 in connection with the Scottish Attainment Challenge Pupil Equity Funding. This is more particularly described in Part 1 of **SCHEDULE 1** ("the Programme"), and is 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:
- The Pupil Equity Funding must be clearly additional to that which would otherwise have been allocated to the 2017-18 education budget. Pupil Equity Funding should not substitute or compensate for any spending reductions which arise from Local Authority budget efficiency savings.
 - The funding allocations must be made available to schools in full, with no upfront top-slicing at authority level, although the Government recognises that there may be additional corporate costs for the Grantee- for example, those relating to HR, procurement, ICf etc.- which can reasonably be reflected in costs passed on to schools. These costs should be proportionate and consistent with the Grantee's approach to securing Best Value. The Grantee can support schools in making decisions on spending by ensuring they are aware of the full cost of recruitment and procurement.
 - Pupil Equity Funding must provide targeted support for children and young people affected by poverty to achieve their full potential. Although the funding is allocated on the basis of free school meal eligibility, Headteachers can use their professional judgement to bring additional children in to the targeted interventions.
 - Teachers whose posts are funded through by Pupil Equity Funding will be additional to those which contribute to the Grantee's pupil:teacher ratio commitment agreed separately with Scottish Government and so will not contribute to the delivery of that commitment.
 - Planning and reporting on Pupil Equity Funding at school level should be carried out through existing School Improvement Planning and Standards and Quality reporting processes (using guidance as provided by Education Scotland)- and these documents must be publicly available online.
 - In planning for the use of the Pupil Equity Funding, headteachers will be expected to develop a clear rationale for use of the funding, based on a clear contextual analysis which identifies the poverty related attainment gap in their schools and plans must be grounded in evidence of what is known to be effective at raising attainment for children affected by poverty.
 - Headteachers will be expected to have clear plans in place at the outset in order to be able to evaluate the impact of the funding.
 - In delivering the Pupil Equity Funding, the Grantee should consider additional steps that might be required to close the educational attainment gap for pupils affected by poverty who also experience disadvantage for other reasons. For example, disadvantage related to; a protected characteristic (as defined in the Equality Act 2010); a need for which they require additional support; being looked after; or having caring responsibilities.
 - In delivering the Pupil Equity Funding, the Grantee should consider steps that might promote fair working practices, including payment of the Living Wage as this relates to the Grantee's areas of responsibility .
 - In delivering the Pupil Equity Funding, the Grantee should consider steps that might further promote and protect the rights of children and young people, consistent with the requirements of the United Nations Convention 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 monitored are:

- At school level, headteachers should continue to make best use of the data they have access to locally to understand which children and young people would benefit from targeted support and to monitor and track learners' progress over time.
- Through the information included in the annual reports produced by local authorities in relation to the National Improvement Framework, as required by the Standards in Scotland's Schools etc. Act 2000 (as amended by the Education (Scotland) Act 2016).
- Through the information gathered and published by Scottish Government in the annual National Improvement Evidence Report.
- As additionally agreed in writing by the Scottish Government.
- The Grantee can demonstrate that their policies, practices and procedures are consistent with promoting fair working practices including payment of the Living Wage
- The Grantee can demonstrate that their policies, practices and procedures are consistent with the requirements of the UNCRC.

2.6 The eligible costs for which the Grant can be claimed are as detailed in **SCHEDULE 1**.

2.7 The eligible costs exclude 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 by the end of April 2018 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 Director of Finance.

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 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 interests.

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 2018 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 Programme in the form of an end year summary report which provides details of actual school level expenditure and any anticipated carry forwards. This report must be submitted to Scottish Ministers by the end of April 2018.
- 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 period of time to which the grant applies, submit a report to the Scottish Ministers summarising the outcomes and performance of the Programme at authority level. Such a report shall include such statistical and other information relating to the impact of the Programme as shall be required by the Scottish Ministers. The information required and submission date of this report will be as agreed by Scottish Ministers and confirmed with the Grantee in writing.
- 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 5 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 Programme 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 Act 1998 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 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 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 £10,000.

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, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations under EU law 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 by the Commission of the European Union.
- 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

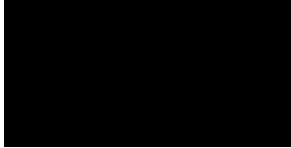
The Grantee shall ensure that in relation to the Programme, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

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 Area 2C (South) Victoria Quay, Edinburgh, EH6 6QQ or by email to scottishattainmentchallenge@gov.scot before the end of April 2017. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely



Donna Bell
Deputy Director, Strategy and Performance, Learning Directorate