



European Union



The Scottish
Government
Riaghaltas na h-Alba

EUROPE & SCOTLAND

European Regional Development Fund
Investing in a Smart, Sustainable and Inclusive Future



Scottish Enterprise

SPO12345 SR 67890

16/11/2016

Joe Bloggs
An Other Company Ltd
12 High Street
Anytown
AB1 2CD

Dear Sirs

Project:	Support of salary costs for a Temp Specialist Placement for up to 12 mths
Project Approval Date:	16/11/2016
Contract Completion Date:	28/2/2018
SE Contribution:	£18,000

Please find enclosed Scottish Enterprise's formal offer of support (in duplicate) for the above project.

Contract Specialist

John Smith will be the SE Contract Specialist responsible for monitoring the financial progress of the project and in particular for recommending the release of the Grant. If you have any queries relating to the enclosed offer, or the process for acceptance, please contact John Smith on either john @Scotent.co.uk or 01234 56789.

Claims Process

Scottish Enterprise must receive a valid claim for payment from the Recipient and appropriate evidence in order to process your claim. Sums incurred or expenditure defrayed by the Recipient prior to **16/11/2016**, cannot be included in your claim. How to claim instalments of the grant (including what constitutes supporting evidence) is set out in paragraph 5 of the offer and Part Two of the Schedule.

Signing Instructions

Assuming the terms of the offer are in order, please confirm the company's acceptance of the offer by arranging for the Acceptance at Section 8 of the offer to be signed on behalf of the company. Please return one fully signed original copy to John Smith at Scottish Enterprise, 24 xxxxx by 30/11/2016. You may retain the duplicate copy of the offer for your records.

The Acceptance may be signed by either a director, authorised signatory or the company secretary and should be witnessed. You must ensure that the witness prints his/her full name and address below his/her signature. Please ensure that the date of signing is inserted. Scottish Enterprise may also require evidence of the signing authority of any individual.

As acceptance of the offer will create a legally binding contract, you may wish to seek independent legal advice.

Yours faithfully
For and on behalf of Scottish Enterprise

John Smith
Senior Contract Specialist



European Union



The Scottish
Government
Riaghaltas na h-Alba

EUROPE & SCOTLAND

European Regional Development Fund

Investing in a Smart, Sustainable and Inclusive Future



Scottish Enterprise

SPO12345 SR 67890

16/11/2016

Joe Bloggs
An Other Company Ltd
12 High Street
Anytown
AB1 2CD

Dear Sirs

Project: Support of salary costs for a Temp Specialist Placement for up to 12 mths

1. OFFER OF THE GRANT

- 1.1. Scottish Enterprise established under the Enterprise and New Towns (Scotland) Act 1990 and having its principal office at Atrium Court, 50 Waterloo Street, Glasgow G2 6HQ (referred to in this letter as "SE") offers

An Other Compny Ltd, incorporated under the Companies Acts (Company Number SC12345) and having its registered office at 24 Main Street,Paisley AB3 GH4.

("the Recipient") a grant of up to eighteen thousand pounds (£18,000) sterling ("the Grant").

- 1.2 "the Offer" means the offer of the Grant on the terms and conditions contained in this letter and the three schedules annexed to this letter (including, without prejudice to the foregoing generality, the SE Standard Terms and Conditions for Grants set out in Schedule One to this letter) together with all documents referred to in this letter. The Offer (including any variations to the terms of the Offer agreed in writing between SE and the Recipient) and the Recipient's acceptance of the Offer together are "the Agreement".

2 PURPOSE OF THE GRANT

2.1 The Grant is given to support the Recipient in achieving the objectives set out in the Recipient's Account Plan by enabling the Recipient to carry out the following project and for no other purpose:-

2.1.1 Employment of a temp specialist to develop new markets in South of England;

2.1.2 incurring the costs identified as eligible costs in the payment timetable set out in to this letter (such costs being referred to as the "Eligible Costs") totalling £60,000 Sterling.

The activities described in the paragraphs above are collectively referred to as "the Project".

2.2 The Recipient must inform SE immediately in writing if either the Recipient or the Project moves address. By way of example, and without limiting the foregoing generality, the Recipient must inform SE of any change to the Recipient's registered office or principal place(s) of business and/or of any changes to where the Project is being carried out.

2.3 The Recipient warrants that the information provided by the Recipient (including financial details) and other information disclosed to SE in support of the Recipient's application for grant funding to support the Project remains true and accurate in all material respects. The Recipient undertakes to carry out the Project and only use the Grant (i) for the purposes of the objectives set out; and (ii) in accordance with the Recipient's application for grant funding.

2.4 In addition to the above undertakings, the Recipient also warrants and undertakes:

2.4.1 it has the capacity to and is able to enter into this Agreement and comply with the various obligations set out in it;

2.4.2 it is fully able to complete the Project, to do so as described in the application and in accordance with the terms set out in this letter; and

2.4.3 it holds and will retain all necessary consents, licences, permits and authorisations to carry out the Project in accordance with the terms of this letter.

3 STATE AID & EUROPEAN FUNDING

3.1 The grant is made under the following scheme(s) ("the State Aid Scheme[s]):-

Under EC Commission Regulation No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (publication in the Official Journal foreseen on 24 December 2013) ("the Regulation"), the Grant is de minimis aid. There is a ceiling of €200,000 for all de minimis aid provided to a "single undertaking" (as defined in the Regulation) over a 3 year period. The Grant will be relevant if the Recipient or any other enterprise forming part of the same single undertaking wishes to apply, or has applied, for any other de minimis aid from a public body or other source of public funds in the UK. For the purposes of the Regulation, the Recipient must retain details of the Grant for at least 3 years from the date on which the Recipient receives the last instalment of the Grant and produce it on request by the UK or European public authorities.

This Offer of £18,000 (€18,300) is de minimis aid.

3.2 The legal basis for the State Aid Scheme(s) is the European Communities Act 1972 and the Enterprise and New Towns (Scotland) Act 1990, as amended. The full text of the State Aid Scheme(s) is available on written request to SE, or at www.scottish-enterprise.com.

3.3 The Grant is part funded by the European Structural and Investment Funds (“ESIF”) Programme 2014-2020.

4 KEY DATES

- 4.1 If the Recipient has not submitted its first claim for payment of the Grant in accordance with the whole terms and conditions of the Agreement by April 2017, SE shall not be obliged to make any payment of the Grant and may terminate the Agreement by notice in writing to the Recipient with immediate effect.
- 4.2 The Recipient must complete the activities for the Project, have completed all expenditure for the Project and submitted a claim for the Final Instalment to SE no later than the No Obligation to Pay Date (as set out in paragraph 4.3 below).
- 4.3 SE will have no obligation to pay the Grant or any Instalment of the Grant after **28/2/2018** (the “No Obligation to Pay Date”), except for payment of a validly submitted claim for the Final Instalment received on or before the No Obligation to Pay Date and where the Recipient has satisfied the requirements of this Agreement.

5 HOW TO CLAIM & PAYMENT OF THE GRANT

- 5.1 Subject to the Recipient complying with the terms and conditions of the Agreement, the Grant will be paid by instalment following receipt of a completed Claim Form and associated documentation which the Recipient must submit to SE in accordance with the evidence requirements set out in Schedule Two to this letter. The requirements to be satisfied by the Recipient before each instalment can be claimed are as follows:-

For the purposes of the Offer:-

“spent” means that liabilities must have been both incurred and discharged by payment. Liabilities incurred but not yet discharged by payment cannot be the subject of a claim; and

“the Project Costs” mean those costs (including Eligible Costs) properly and necessarily incurred by the Recipient in connection with the Project.

- 5.2 The Recipient shall not be entitled to include any recoverable Value Added Tax or any sums incurred or expenditure defrayed by the Recipient prior to **16/11/2016** the date of approval of the project.
- 5.3 No instalment of the Grant shall be paid which would result at any one time in the total payments made under the Agreement exceeding 30% of the actual amounts spent by the Recipient on Eligible Costs.
- 5.4 SE may in its sole discretion advance the Grant by means of a direct payment to any consultant or contractor engaged by the Recipient in connection with the Project.

6 PROJECT CONDITIONS

- 6.1 The Recipient undertakes to carry out the Project with all reasonable skill and care which can reasonably be expected from a business with the Recipient’s skills and experience.
- 6.2 The Recipient shall:-
 - 6.2.1 supply SE with regular reports on the progress of the Project in a form and at intervals to be specified by SE and such other information as SE may request to monitor and evaluate the Project;
 - 6.2.2 supply SE with a report on the Project in terms satisfactory to SE as soon as is reasonably practicable after completing the Project;
 - 6.2.3 ensure that any consultant, contractor or supplier involved in the Project is paid timeously; and

6.2.4 where appropriate, ensure that adequate insurance for the Project is maintained at all times.

6.3 Any publicity relating to the Project shall contain an acknowledgement that the Project is part funded by the European Structural and Investment Funds Programme 2014 – 2020.

7 VARIATION, WITHHOLDING AND RECOVERY OF THE GRANT

7.1 Condition 5 of the SE Standard Terms and Conditions for Grants sets out the circumstances in which SE may vary or withhold any or all of the payments of the Grant or require repayment of part or all of the Grant. If any of the circumstances set out in Condition 5 of the SE Standard Terms and Conditions of Grants occurs or is likely to occur, the Recipient must notify SE immediately.

7.2 Without prejudice to paragraph 7.1 above, the Recipient shall keep SE informed of any proposed changes to the Project and, if requested by SE, meet with SE and its advisers to consider the extent to which those changes may affect the eligibility of the Project for support. Any material change in the Project may require formal approval in accordance with SE's internal approval procedures, which might mean approval may be withheld.

8 HOW TO ACCEPT

The Offer remains open for acceptance until 30/11/2016.

If the Recipient wants to accept the Offer, the acceptance docquet must be signed, before a witness, by an executive director of the Recipient, the Recipient secretary or a person authorised by the Recipient. Please complete the details of the signatory, witness and date of signing and return the whole document to SE so that SE receives it before the above noted date. A duplicate copy of the document is enclosed and may be retained for your records.

Yours faithfully
For and on behalf of Scottish Enterprise

John Smith
Senior Contract Specialist

Acceptance

An Other Company Ltd, accept the offer of Grant dated 16/11/2016 on the terms and conditions set out in the Agreement and, by its acceptance of the said offer, acknowledges that the information set out in the Offer supersedes and shall take precedence over any information previously provided to SE by the Recipient in respect of the costs, activity and description of the Project.

Signed:	
Print Name:	
Date:	

Director/Company Secretary/Authorised Signatory on behalf of AN Other Company Ltd
In the presence of the following witness:

Witness Signature:	
Witness Full Name:	

**This is Part One of the Schedule referred to in the foregoing Offer between
Scottish Enterprise and An Other Company Ltd dated 16/11/2016 ("Schedule One")**

Schedule One

SCOTTISH ENTERPRISE TERMS AND CONDITIONS FOR GRANTS

1. Definitions and Interpretation

1.1 In these Conditions, some words have particular meanings, as follows:-

"Agencies" means local delivery organisations, consultants and/or agents;

"Conditions" means the standard grant conditions set out in this Schedule One;

"Default" means each of the circumstances identified as a default in Condition 5;

"DPA" means Data Protection Act 1998;

"Freedom of Information Legislation" means Freedom of Information (Scotland) Act 2002 and/or the Environmental Information (Scotland) Regulations 2004 and/or INSPIRE (Scotland) Regulations 2009 and/or any code applicable from time to time relating to access to information held by public bodies);

"Government Bodies" means any of Highlands & Islands Enterprise, the Scottish Government, the UK Parliament, the UK Government, and the European Commission;

"Intellectual Property Rights" means any and all rights in and to any intellectual property including but not limited to patents, inventions, copyright and related rights, trade marks, trade names and domain names, get-up, in goodwill or passing off, designs, computer software, database rights, confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

"Paragraph" means a numbered paragraph in the letter forming part of the Offer;

"Publicity" includes but is not limited to formal and informal announcements, press and journal articles, press releases, media interviews, official launches and openings; and

"Schedule" means a schedule forming part of the Offer.

1.2 For ease of reference, the following words and phrases are given a particular meaning in the Offer and shall be understood to have that particular meaning if used in these Conditions:-

"Recipient", "the Grant", "the Offer" and "the Agreement" are defined in Paragraph 1;

"the Project" and "the Premises" are defined in Paragraph 2;

"the State Aid Scheme[s]" and "ESIF" (if used) are defined in Paragraph 3;

"the Claim Period", "the date of payment of the Final Instalment", "the Final Claim Date", "Monitoring Period", "Project Period" and "Project Start Date" (if used) are defined in Paragraph 4;

"Spent" and "the Project Costs" (if used) are defined in Paragraph 5; and

"the Independent Accountant" or "Supporting Evidence" (if used) are defined in Schedule Two.

- 1.3 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.
- 1.4 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.

2. Inspection and Records

- 2.1 The Recipient shall provide to SE (as soon as is reasonably practicable following a request by SE and in any event by such date as SE may reasonably require) all such assistance, documentation and information in relation to the Project, its business, employees, activities and other matters (including, but not limited to, access to its bank statements, information referred to in Condition 2.4 below and any reports requested by SE) as SE may reasonably require from time to time or as may be required to enable SE to comply with its obligations (including reporting obligations to the Scottish Government, the European Commission and the European Court of Auditors under the State Aid Schemes).
- 2.2 Subject to Condition 2.3 below, the Recipient shall give SE, its auditors and such other people as SE may reasonably specify access to the Recipient's business premises and all records and books of account relating to the Project during normal business hours upon two days' prior written notice. The Recipient shall provide all reasonable assistance and explanation that any person exercising this right of access may require.
- 2.3 The Recipient may refuse access to any person exercising SE's rights under Condition 2.2 above, if that person fails to comply with any reasonable request made by the Recipient in respect of any health and safety risks arising from their being permitted access provided that the Recipient must immediately notify SE of the details of any such refusal.
- 2.4 The Recipient shall keep and maintain until 31 December 2030 (or later if required by SE) full, accurate, complete and verifiable documentation, correspondence, records and books of account relating to the Project and the Grant, including without limitation payroll, personnel records, project plans, supporting and background documentation, emails and other correspondence, receipts and expenditure of monies.
- 2.5 If the Recipient becomes aware of or suspects 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 Recipient shall immediately notify SE of such activity and provide such other information as SE may reasonably require in relation to the impact on the Project and the use of the Grant.

3. Disclosure of Information & Confidentiality

- 3.1 SE may disclose information relating to the Offer, the Project and/or the Grant paid, withheld and/or recovered, at any time through any medium without consulting the Recipient, on the grounds of public accountability or as it may be obliged to do so under any legislative provision (including without limitation in response to a request made to SE under the Freedom of Information Legislation).
- 3.2 As a result of the foregoing and SE's obligations to comply with the provisions of the Freedom of Information Legislation, the Recipient undertakes to notify SE whether any information provided to, or obtained by, SE is confidential and/or should benefit from the exemptions available under the Freedom of Information Legislation. The Recipient undertakes to notify SE at the time of disclosure of the relevant information to SE or promptly after the Recipient becoming aware that SE has obtained the information.

4. Publicity, Reporting and Sharing Information

- 4.1 Before undertaking any Publicity relating to the Project, the Recipient shall inform SE of the proposed Publicity. Where reasonably practicable, the Recipient shall acknowledge in all materials for the proposed Publicity the contribution SE has made to the Project and, without prejudice to that requirement, the Recipient shall comply with any requests made by SE in connection with the proposed Publicity. SE's normal practice is to consult the Recipient if it envisages making any Publicity.
- 4.2 After the Recipient has accepted this Offer, SE may publish details of the Project in regular reports on the State Aid Schemes, including the name and details of the Recipient, the amount of Grant, the region in which the Recipient is located and a brief description of the Project. If the amount of Grant exceeds £500,000, SE may be obliged to publish additional information.

4.3. SE may, at its sole discretion, share with:-

2. Any and all Government Bodies, information pertaining to the subject matter of the Agreement, including where such sharing is necessary to meet any requirement to report details of the Grant and/or the Project (which details may be published by those bodies) and will inform the Recipient if it is required to report such information; and
3. Government Bodies and/or Agencies information, including any personal data (as defined in the DPA) for the purposes of administering, assessing, managing, evaluating and auditing the Project and the payment of the Grant. Additionally, the Agencies may also use this information to help identify services, new products and/or information on seminars that maybe of interest to the Recipient or the development of its business. The Recipient hereby consents to the Agencies using the information for the foregoing purposes and to SE passing the information to the Agencies. The Recipient warrants that it has obtained the consent of each data subject (as defined in the DPA) to provide their personal data to SE and for SE to pass the information to the Government Bodies and/or Agencies and for the Government Bodies and/or Agencies to use their personal data for the foregoing purposes.

5. Variation, Withholding & Repayment of the Grant

- 5.1 The Recipient entering into an arrangement to spend money or spending money on the Project before the date specified in Paragraph 5.2 of the Offer shall be deemed to be a Default.
- 5.2. The occurrence of any of the following events at any time before the later of the date the Grant has been paid in full and the end of the Monitoring Period (if any such period applies to the Grant) shall be deemed to be a Default:-
- (a) the Recipient's registered office or principal place(s) of business changes or the Recipient moves address and/or there is any change to the location of where the Project or any part of the Project is being carried out;
 - (b) the Recipient ceasing or substantially reducing the scale of its operations at the Premises or the nature of the business undertaken by the Recipient at the date of the Offer changes to a material extent;
 - (c) a change of ownership or control of the Recipient or the group of which the Recipient forms part/ the Recipient is subject to a change of control within the meaning of Section 450 or Section 707 of the Corporation Tax Act 2010;
 - (d) the nature of the Project changes such that it is no longer eligible for support under the State Aid Scheme(s);
 - (e) the Recipient confirms in writing to SE that it no longer wishes to proceed with the Project;
 - (f) funding is withdrawn from the Project or any changes which SE considers material or detrimental are made to the financing or resourcing of the Project; or

(g) in SE's opinion, the future of the Project is in jeopardy.

5.3 The occurrence of any of the following events at any time shall be deemed to be a Default:-

- (a) the Project not being carried out or completed to the satisfaction of SE;
- (b) the Recipient being in breach of any condition of the Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- (c) any information provided by or on behalf of the Recipient relating to the Project, read as a whole, is false or misleading in any material respect;
- (d) the Recipient receives an offer or payment of any financial assistance towards the Project either in cash or in kind from any public sector body (including, without prejudice to the foregoing generality, the European Community or any UK, Scottish or local government body or agency, any statutory undertaking or any body wholly or substantially funded by public money);
- (e) the Recipient does anything which may in SE's opinion bring the Project, SE or Scottish Ministers into disrepute; or
- (f) the Recipient (whether on its own or in conjunction with any other party or as a member of a partnership) is in breach of or in default under any other agreement with SE.

5.4 In the event of Default, and without prejudice to other remedies, SE may require repayment of the Grant (or any part of it) paid to the Recipient in terms of the Agreement and shall be entitled to withhold the advance of any further payments of the Grant. SE shall exercise its rights to repayment by giving written notice to that effect to the Recipient and the Recipient shall be obliged to repay to SE within 14 days of the date of issue of the written notice such part of the Grant as SE may specify.

5.5. Without prejudice to other remedies, the Grant shall immediately become due and payable by the Recipient to SE and SE shall be entitled to refuse to pay any outstanding part of it if any of the following occur:-

- (a) The Recipient passes a resolution that it be wound up, or a court makes an order that the Recipient 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 Recipient is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- (b) A receiver, manager, administrator or administrative receiver is appointed to the Recipient, or over all or any part of the Recipient's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.
- (c) If the Recipient commits or suffers any act equivalent to the foregoing.

5.6 SE may withhold payment of the Grant and/or reclaim the Grant either (a) to the extent necessary to ensure that any assistance given under the Agreement, taken together with any other assistance which has been or is likely to be received towards the Project is within the rules on state aid laid down by the European Commission; or (b) if required to do so by the European Commission.

5.7 If the Grant or any part of the Grant is not repaid on the due date interest at the rate of four per cent per annum above the base rate from time to time of The Royal Bank of Scotland plc shall become payable until the amount of Grant is repaid in full. The Recipient shall pay to SE on demand and on an indemnity basis all fees and outlays incurred by SE in connection with the preservation and/or enforcement of its rights under the Agreement.

- 5.8 A waiver of, or failure or delay by SE in exercising a remedy in relation to any Default shall not constitute a waiver of any subsequent Default or a waiver of the right to exercise a remedy on a subsequent Default.

6. Intellectual Property Rights

- 6.1 Nothing in the Agreement shall cause SE to acquire any right, title or interest in or to any Intellectual Property Rights created by or on behalf of the Recipient which relate to the Project or the business of the Recipient.
- 6.2 The Recipient:-
1. warrants that it owns or has the right to use any and all Intellectual Property Rights as are necessary to enable it to undertake the Project;
 2. shall ensure that ownership of all Intellectual Property Rights generated by any third party (including but not limited to subcontractors or consultants) for and on behalf of the Recipient, in respect of work carried out on the Project, is assigned to the Recipient free of any restrictions and/or third party claims and includes a warranty that such Intellectual Property Rights does not infringe the rights of any third party; and
 3. warrants that it will be owner (whether solely or jointly) of any and all Intellectual Property Rights generated by it as a result of the Project. A clear position on the ownership of Intellectual Property Rights should be identified in respect of the 'outcomes' of the Project for collaborative projects prior to support being granted.

7. Assignment, Variations, Waiver & Enforceability

- 7.1 The Recipient shall not assign its rights or obligations under the Agreement to any other party.
- 7.2 No variation to the Agreement shall be effective unless it is in writing and duly executed by or on behalf of SE and the Recipient.
- 7.3 Any failure by SE to seek redress for breaches, or to insist on strict performance, of any terms, conditions or provisions of the Agreement, or the failure or delay of SE to exercise any right or remedy to which it is entitled in terms of the Agreement shall not constitute a waiver.
- 7.4 If any provision of the Agreement is or becomes illegal or invalid, it shall not affect the legality and validity of other provisions. The parties shall in good faith amend the Agreement to reflect as nearly as possible the spirit and intention behind the illegal or invalid provision to the extent that such spirit and intention is consistent with the applicable laws and so that the amended clause complies with the applicable laws.
- 7.5 SE shall not be responsible for the quality of any work being produced or undertaken or professional advice or services funded in whole or in part by the Grant.

8. Compliance with the Law

The Recipient shall ensure that in relation to the Project, the Recipient and anyone acting on their behalf shall comply with all relevant law (including without limitation the Bribery Act 2010).

9. Governing Law & Jurisdiction

The Agreement shall be construed in accordance with Laws of Scotland and the Scottish Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Agreement without prejudice to the entitlement on the part of SE to raise any proceedings in the jurisdiction of the country in which the Recipient is located.

This is Part Two of the Schedule referred to in the foregoing Offer between Scottish Enterprise and An Other Company Ltd dated 16/11/2016 ("Schedule Two")

Schedule Two: Claiming the Grant – Evidence Requirements

1. A claim form will be supplied to the Recipient by the SE Contract Specialist in advance of the forecast claim date; this will contain instructions on how to submit a claim.
2. Payment of the Grant will only be made after a valid claim has been submitted to SE, together with all the supporting evidence necessary for SE to verify a) the eligible expenditure on the Project; and b) that the expenditure has been defrayed – ie it has been paid from the Recipient's bank account.
3. Supporting evidence that will be deemed acceptable to confirm the above may include the following. SE may from time to time request further supporting evidence which is in addition to the evidence detailed below

<p>3.1 Supplier/ Consultant Costs</p> <p>Supplier/ Consultant Invoice:</p> <ul style="list-style-type: none"> • Must detail the total cost of the eligible product/service. • Must note any VAT element separately (as this is ineligible and cannot be included in the claim). <p>Evidence of payment:</p> <ul style="list-style-type: none"> • Bank statement/BACs/credit card statement/cheque/receipted invoice. <i>(See overleaf)</i>
<p>3.2 Salaries (Non EU funded) If applicable will be detailed in paragraph 3.3 of your contract</p> <p>Individual wage slips and company payroll information:</p> <ul style="list-style-type: none"> • Must detail the cost breakdown of those individual salaries being claimed. • Eligible costs are as follows: <ul style="list-style-type: none"> - gross/basic pay; - employer National Insurance contributions <i>(applicable to Innovation Projects only)</i>; and - employer pension/superannuation contributions <i>(applicable to Innovation Projects only)</i>. • Other payments such as staff commission and bonuses are ineligible for inclusion in the claim. <p>For staff spending only part of their time on an approved Project – detailed time sheets (or information from a suitable electronic time recording system) are also required:</p> <ul style="list-style-type: none"> • Must specify the amount of their time spent on the approved Project. • Must be signed by the staff member and countersigned by their manager/director. <p>Evidence of payment:</p> <ul style="list-style-type: none"> • Bank statement/BACs. <i>(See overleaf)</i>
<p>3.3 Salaries (part funded by EU) If applicable will be detailed in paragraph 3.3 of your contract</p> <p>For projects part-funded by the European Structural and Investment Funds (ESIF) Programme 2014 – 2020 only staff who work 100% of their time on approved projects are eligible to be included. The employee job description and a letter signed from an authorised accountable officer confirming that 100% of the employee time is spent working on European Funded Projects must be submitted.</p> <p>Individual wage slips and company payroll information:</p> <ul style="list-style-type: none"> • Must detail the cost breakdown of those individual salaries being claimed. - Eligible costs include gross/basic pay; • Other payments such as staff commission and bonuses are ineligible for inclusion in the claim. <p>Evidence of payment:</p> <ul style="list-style-type: none"> • Bank statement/BACs. <i>(See overleaf)</i>
<p>3.4 Overseas Travel, & Accommodation Costs (only where applicable – service specific*)</p> <p>*NB: Only those costs agreed as eligible (as set out in Schedule 3 of this contract) can be claimed</p> <p>Online booking confirmation – eg travel/accommodation/car hire:</p> <ul style="list-style-type: none"> • Must detail the cost breakdown, destination/location, and date(s) of travel/stay/hire. • Must specify the name of the passenger/guest/driver. <p>Other receipts/tickets – miscellaneous travel costs:</p> <ul style="list-style-type: none"> • Must detail the cost, destination/location, and date of travel/purchase. <p>Evidence of payment:</p>

<ul style="list-style-type: none"> • Bank statement/credit card statement/BACs. (See overleaf); or • Receipts, e.g. for public transport/taxi/fuel/parking. • Foreign currency transactions must be converted into GBP for the specific payment date using the European Commission Currency Converter: http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm
3.5 Company bank statement
<p>For a bank statement to be fully compliant as evidence of payment:</p> <ul style="list-style-type: none"> • it must be a formal bank statement (either paper copy or online printout); • the bank name, address, logo, and the Recipient's account holder information must be visible. • payment transaction dates must be clearly visible on the statement; • it must clearly show all relevant payment amounts to the relevant payees; and • if preferred, any non-relevant transactions can be redacted – ie obscured/scored through.
3.6 Corresponding BACs Transaction List (where applicable)
<p>Where the claim amount is part of a BACs payment and only this larger bulk payment is shown on the bank statement (eg as "Supplier Payments", "Payroll"), the bank statement itself is NOT sufficient payment evidence and the corresponding BACs list must be provided as follows:</p> <ul style="list-style-type: none"> • it must be clearly identifiable as being from the Recipient's payment or payroll system; • it must clearly show the individual payment amount to the relevant payee, the overall total BACs sum and the payment date; • the overall total sum and payment date on the transaction list must match the BACs payment on the bank statement; and • any non-relevant transactions can be redacted, if preferred.
3.7 Credit card statement (corporate or personal card)
<p>Where payment has been made by credit card (eg travel/accommodation/car hire bookings):</p> <ul style="list-style-type: none"> • it must contain the same level of detail and meet those same requirements for a bank statement, listed at 3.5; and • a corresponding bank statement showing payment of the relevant credit card transactions must be provided; or • wage slip/payroll information confirming payment of the cost(s) as expenses and corresponding BACs.
3.8 Company cheque
<p>Where a payee is paid by cheque:</p> <ul style="list-style-type: none"> • the relevant bank statement showing the payment must be provided, meeting the requirements listed at 3.5; • a photocopy of the signed cheque in the Recipient's name should be provided, in order that it can be matched to the corresponding transaction on the bank statement via the cheque number.
3.9 Receipted invoice or supplier statement
<p>To be fully compliant as evidence of payment, a receipted invoice or supplier statement must:</p> <ul style="list-style-type: none"> • be stamped "paid" or "received with thanks" with the supplier/consultant company stamp; • be signed by an authorised accountable officer, eg company secretary/director/partner/authorised signatory; and • include reference to the invoice number, payment value, payment date and method of payment.
3.10 Confirmation of calculation methodology used
<p>Where staffing costs, overheads or materials have been approved as an eligible cost, the agreed methodology used to calculate the proportion of these costs will be set out in Schedule 3 of your contract.</p>

4. If required, further guidance on submitting a claim and specific evidence requirements can be provided by the Contract Specialist.

*****Please note: Scottish Enterprise will pay agreed and valid claims within thirty days of receipt of all required supporting evidence. Failure to provide this will result in the claim having to be returned to the Recipient without payment, until all the supporting evidence requirements have been satisfied*****

This is Part Three of the Schedule referred to in the foregoing Offer between Scottish Enterprise and An Other Company Ltd dated 16/11/2016 ("Schedule Three")

Schedule Three

Payment Timetable

Detailed Description of Project costs	Total Amount of Project Costs (£)	Amount of Eligible Costs (£)	Grant amount supporting Eligible Costs (£)	Proportion of Eligible Costs supported by Grant (%)
Salary cost excl employers NI & Pension costs	60,000	60,000	18,000	30
Totals	60,000	60,000	18,000	30

Total Project Costs	£60,000
Total Eligible Costs	£60,000
Total SE Contribution	£18,000

Activity

Year	Month	Spend (£)
2017	April	4,500
	July	4,500
	Oct	4,500
2018	Jan	4,500