

<b>Item</b>																													
<b>Committee</b>	Finance and General Purposes Committee																												
<b>Date paper prepared</b>	20/05/2025																												
<b>Date of committee meeting</b>	05/06/2025																												
<b>Subject</b>	Harris and Barra Unearthed																												
<b>Author</b>	Debbie Miller																												
<b>Action requested</b>	<input checked="" type="checkbox"/> For Information <input type="checkbox"/> For Discussion <input checked="" type="checkbox"/> For recommendation <input type="checkbox"/> For Endorsement <input type="checkbox"/> For Approval																												
<b>Purpose of the paper</b>	To request the F&GP approve the grants over £50k for the Harris and Barra Unearthed as per current financial regulations. It should be noted the offers of grant, where received, have been accepted by the Principal.																												
<b>Brief summary of the paper</b>	<p>The Barra and Harris unearthed project overview has been shared with LTR through a presentation at the last committee and onward to the board. We are retrospectively asking F&amp;GP committee to approve the income received where the amount is over £50k as there was some confusion as to whether we had to ask for approval of income as well as spend.</p> <p>The funding received/offered is as follows:</p> <table border="1"> <thead> <tr> <th>Funder</th><th>£</th><th>Intervention rate</th><th>notes</th></tr> </thead> <tbody> <tr> <td>HIE</td><td>£170,000</td><td>28%</td><td>Request F&amp;GP approval</td></tr> <tr> <td>Historic Environment Scotland</td><td>£187,300</td><td>30%</td><td>Request F&amp;GP approval</td></tr> <tr> <td>CnES</td><td>£25,000</td><td>4%</td><td>Principal approval</td></tr> <tr> <td>SSEN</td><td>£110,000</td><td>18%</td><td>Request F&amp;GP approval</td></tr> <tr> <td>Heritage Lottery</td><td>£123,930</td><td>20%</td><td>Request F&amp;GP approval</td></tr> <tr> <td><b>Project Total</b></td><td><b>£616,230</b></td><td></td><td></td></tr> </tbody> </table> <p>The funding/grant agreements are appended for information and approval.</p>	Funder	£	Intervention rate	notes	HIE	£170,000	28%	Request F&GP approval	Historic Environment Scotland	£187,300	30%	Request F&GP approval	CnES	£25,000	4%	Principal approval	SSEN	£110,000	18%	Request F&GP approval	Heritage Lottery	£123,930	20%	Request F&GP approval	<b>Project Total</b>	<b>£616,230</b>		
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<b>Consultation How has consultation with partners been conducted?</b>	Consultation was undertaken as part of the project development and approval with staff and stakeholders.																												

Item	
<b>Resource implications</b> What are the risks with this proposal?	The college have sufficient project management protocols in place to support the overall project. The funding has been accepted by the Principal.
<b>Risk implications</b>	The risk is the committee do not endorse the funding and the project is delayed
<b>Link with strategy</b>	Culture and Heritage growth and identity directly links with this project building on the success of our previous project and developing the archaeological assets of our island communities.
<b>Equality, Diversity and Inclusion</b>	The nature of the project is as inclusive as possible by widening access to island heritage and resources.
<b>Island Community Impact</b>	Has an <b>Equalities and impact assessment been undertaken i.e.:</b> It has been assessed that this policy will have no direct equalities impact." No not required.
<b>Paper status</b>	<p>Highlight the paper status in the list below:</p> <p><input checked="" type="checkbox"/> <b>Open</b> – the paper may be circulated to non-members of the committee and published online without restriction.</p> <p><input type="checkbox"/> <b>Restricted</b> – the paper must not be circulated to non-members or published online until after the committee meeting.</p> <p><input type="checkbox"/> <b>Confidential</b> - the paper must not be circulated beyond the committee members and should not be published online. [Please note papers may still be subject to Freedom of Information requests, as specified in the next section].</p>
<b>Freedom of information (FOI)</b>	<p>Highlight the FOI status in the list below. Refer to <a href="#">NWH Freedom of Information Site</a> for more information:</p> <p><input checked="" type="checkbox"/> <b>Open</b></p> <p><input type="checkbox"/> <b>Closed</b> – disclosure would substantially prejudice a programme of research.</p>

Item	
	<input type="checkbox"/> <b>Closed</b> – disclosure would substantially prejudice the effective conduct of public affairs. <input type="checkbox"/> <b>Closed</b> - Disclosure would substantially prejudice the commercial interests of any person or organisation. <input type="checkbox"/> <b>Closed</b> - Disclosure would constitute a breach of confidence actionable in court. <input type="checkbox"/> <b>Closed</b> - Disclosure would constitute a breach of the Data Protection Act. <input type="checkbox"/> <b>Closed</b> - Other, please specify.
<b>Freedom of information (FOI) disclosure date</b>	If closed/ withheld is selected above, enter the date when this will become 'open': Click or tap to enter a date.



## AMENDMENT OF AGREEMENT

Lydia Rohmer  
UHI North, West and Hebrides  
Ormlie Road  
THURSO  
KW14 7EE

Date: 11 February 2025

LU-003882

Dear Lydia Rohmer,

### Highlands and Islands Enterprise (HIE)

#### Amendment of Grant Agreement for PRO-009546 Barra and Harris Unearthed Digital Infrastructure

We refer to the agreement dated 03/05/2024 between us (the Agreement).

Capitalised words and phrases in this Offer have the meaning given in the Agreement.

We offer to amend the Agreement as set out below:

#### Details of Grant Award

Highlands and Islands Enterprise | An Lòchran | 10 Inverness Campus | Inverness | IV2 5NA  
Iomairt na Gàidhealtachd 's nan Eilean | An Lòchran | 10 Làrach Inbhir Nis | Inbhir Nis | IV2 5NA



+44 (0)1463 245 245  
enquiries@hient.co.uk  
hie.co.uk

<b>Amount of Grant</b>	<p>The section in the original agreement which reads, “We offer you a grant of 70.45% of Eligible Costs up to a maximum of £155,000.00 (the Grant). HIE funding £155,000.00.” is deleted and the following inserted in its place:</p> <p>We offer you a grant of 77.27% of Eligible Costs up to a maximum of £170,000 (the Grant). HIE funding £170,000.</p>																																										
<b>Key Dates</b>	<p>The section in the original agreement which reads “The Last Claim-by Date is 31 March 2027” is deleted and the following inserted in its place:</p> <p>The Last Claim-by Date is 31 March 2028.</p>																																										
<b>Project costs Grant can be claimed for</b>	<table> <tr> <th>Description</th><th>Amount eligible for support (£) ("Eligible Costs")</th><th>Maximum level of support (%)</th><th>Maximum Grant towards cost (£)</th></tr> <tr> <td>Project legacy</td><td>£20,000.00</td><td>70.45%</td><td>£14,090.00</td></tr> <tr> <td>Mobile/tablet compatible App (Application) extension</td><td>£18,000.00</td><td>70.45%</td><td>£12,681.00</td></tr> <tr> <td>UI &amp; UX development to allow app to function intuitively</td><td>£7,000.00</td><td>70.45%</td><td>£4,931.50</td></tr> <tr> <td>Production of new digital assets for App (artwork etc) for 6 sites</td><td>£96,000.00</td><td>70.45%</td><td>£67,632.00</td></tr> <tr> <td>Integration of archaeological content for App</td><td>£24,000.00</td><td>70.45%</td><td>£16,908.00</td></tr> <tr> <td>Mixed media exhibition</td><td>£40,000.00</td><td>70.45%</td><td>£28,180</td></tr> <tr> <td>Hardware (e.g. headsets) for mixed media experiences – including screens, projectors, headsets</td><td>£10,000.00</td><td>70.45%</td><td>£7,045</td></tr> <tr> <td>Design team in-person meetings (three per annum)</td><td>£5,000.00</td><td>70.45%</td><td>£3,522.5</td></tr> <tr> <td><b>Total</b></td><td><b>£ 220,000.00</b></td><td><b>70.45%</b></td><td><b>£154,990</b></td></tr> </table> <p>The above table of</p> <p>Project Costs in the original agreement, is deleted and the following inserted in its place:</p>			Description	Amount eligible for support (£) ("Eligible Costs")	Maximum level of support (%)	Maximum Grant towards cost (£)	Project legacy	£20,000.00	70.45%	£14,090.00	Mobile/tablet compatible App (Application) extension	£18,000.00	70.45%	£12,681.00	UI & UX development to allow app to function intuitively	£7,000.00	70.45%	£4,931.50	Production of new digital assets for App (artwork etc) for 6 sites	£96,000.00	70.45%	£67,632.00	Integration of archaeological content for App	£24,000.00	70.45%	£16,908.00	Mixed media exhibition	£40,000.00	70.45%	£28,180	Hardware (e.g. headsets) for mixed media experiences – including screens, projectors, headsets	£10,000.00	70.45%	£7,045	Design team in-person meetings (three per annum)	£5,000.00	70.45%	£3,522.5	<b>Total</b>	<b>£ 220,000.00</b>	<b>70.45%</b>	<b>£154,990</b>
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Project legacy	£20,000.00	77.27%	£15,455
Mobile/tablet compatible App (Application) extension	£18,000.00	77.27%	£13,909
UI & UX development to allow app to function intuitively	£7,000.00	77.27%	£5,409
Production of new digital assets for App (artwork etc) for 6 sites	£96,000.00	77.27%	£74,181
Integration of archaeological content for App	£24,000.00	77.27%	£18,545
Mixed media exhibition	£40,000.00	77.27%	£30,909
Hardware (e.g. headsets) for mixed media experiences – including screens, projectors, headsets	£10,000.00	77.27%	£7,727
Design team in-person meetings (three per annum)	£5,000.00	77.27%	£3,865
<b>Total</b>	<b>£ 220,000.00</b>	<b>77.27%</b>	<b>£170,000</b>

#### Date of Amendment

The Agreement will be amended with effect from the date of signature by you of this Offer. Save to the extent amended by this Offer, the Agreement remains unamended.

#### Contact us

Your HIE Contact will be Rachel Law. If you have any questions, please get in touch with Rachel on 01463 383337 or by email at [rachel.law@hient.co.uk](mailto:rachel.law@hient.co.uk).

Please note that all notices and correspondence sent by you to HIE relating to the Grant should be marked for the attention of your HIE Contact.

## How to accept

If you want to accept this offer of Amendment, please sign the letter where indicated by AdobeSign.

The fully signed document will be emailed to you and us by AdobeSign as a PDF. This should happen automatically without you needing to take additional action. The completed Agreement will be accompanied by a system generated Audit Trail, please keep a copy of both for your records.

This offer is only valid for 28 days. If we do not receive your acceptance within that time, this offer will expire, and we may need to ask you to submit a new application for support.

Once signed, this Amendment forms part of the Agreement.

Signed for and on behalf of **Highlands and Islands Enterprise**

**Signature:** Joanna Peteranna  
Joanna Peteranna (Feb 11, 2025 14:20 GMT)

**Email:** joanna.peteranna@hient.co.uk

**Title:** Director of Area Operations

**Company:** Highlands and Islands Enterprise

**Signing Capacity** Delegated Authority / Authorised Signatory

Signed for and on behalf of **Grant Recipient**

**Signature:** Lydia Rohmer

**Email:** lydia.rohmer@uhi.ac.uk

**Title:** Principal and Chief Executive

**Company:** UHI North, West and Hebrides

**Signing Capacity** Director / Secretary / Authorised Signatory











# Legal Undertaking UHI North, West and Hebrides - 07-02-25

Final Audit Report

2025-02-11

Created:	2025-02-11
By:	MyHIE Portal (adobesign.myhieportal@hient.co.uk)
Status:	Signed
Transaction ID:	CBJCHBCAABAFpsVP8-owzoJbw864qeIBO_5hR7qyPDc

## "Legal Undertaking UHI North, West and Hebrides - 07-02-25" History

-  Document created by MyHIE Portal (adobesign.myhieportal@hient.co.uk)  
2025-02-11 - 13:49:03 GMT- IP address: 20.90.129.34
-  Document emailed to joanna.peteranna@hient.co.uk for signature  
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-  Email sent to MyHIE Portal (adobesign.myhieportal@hient.co.uk) bounced and could not be delivered  
2025-02-11 - 13:49:19 GMT
-  Email viewed by joanna.peteranna@hient.co.uk  
2025-02-11 - 14:18:20 GMT- IP address: 104.47.11.126
-  Signer joanna.peteranna@hient.co.uk entered name at signing as Joanna Peteranna  
2025-02-11 - 14:20:00 GMT- IP address: 85.115.52.204
-  Document e-signed by Joanna Peteranna (joanna.peteranna@hient.co.uk)  
Signature Date: 2025-02-11 - 14:20:02 GMT - Time Source: server- IP address: 85.115.52.204
-  Document emailed to LYDIA ROHMER (lydia.rohmer@uhi.ac.uk) for signature  
2025-02-11 - 14:20:04 GMT
-  Email sent to MyHIE Portal (adobesign.myhieportal@hient.co.uk) bounced and could not be delivered  
2025-02-11 - 14:20:14 GMT
-  Email viewed by LYDIA ROHMER (lydia.rohmer@uhi.ac.uk)  
2025-02-11 - 15:00:02 GMT- IP address: 52.102.17.85
-  Document e-signed by LYDIA ROHMER (lydia.rohmer@uhi.ac.uk)  
Signature Date: 2025-02-11 - 15:03:01 GMT - Time Source: server- IP address: 146.199.63.28



✔ Agreement completed.

2025-02-11 - 15:03:01 GMT



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**University of the Highlands and Islands  
c/o Rebecca Rennell  
Cnoc Soilleir  
Dalabrog  
South Uist, Na h-Eileanan Siar (Western Isles)  
HS8 5SS**

Grants Team  
Rm G.50, Longmore House  
Salisbury Place  
Edinburgh  
EH9 1SH

Direct Line: 0-131-668-8801  
E-Mail: [rebecca.bain@hes.scot](mailto:rebecca.bain@hes.scot)

HEGP2024-1536 Barra and Harris Unearthed -  
developing place-based digital heritage  
interpretation in the Hebrides.  
10 September 2024

Dear Sirs

## **Historic Environment Grants Programme**

### **Barra and Harris Unearthed - developing place-based digital heritage interpretation in the Hebrides.**

Thank you for your application to Historic Environment Scotland's Historic Environment Grants programme. I am pleased to advise you that your application has been successful and that you have been awarded a grant of up to towards the total grant-eligible costs of **£590,230 ( 32%)** for the above project. Please note that your grant may reduce in line with our grant intervention rate if you spend less on your project or if the match funding position changes.

Your main HES contact for this Grant will be Catriona Jackson who can be contacted on [catriona.jackson@hes.scot](mailto:catriona.jackson@hes.scot).

The Grant must be spent as outlined in your Application and in accordance with the Approved Budget which can be found on the Grants Portal. The Grant is also subject to the terms of the attached Offer of Grant and Grant Conditions relevant to your project. Failure to abide by terms of your Offer of Grant may result in the withdrawal of grant or recovery of sums already paid.

Please read your Offer of Grant and the Grant Conditions carefully before accepting and keep a copy for your future reference. As your acceptance of the Offer of Grant may have certain legal requirements and obligations that you will need to meet, we advise that you seek independent legal advice before signing. Once you wish to accept the Offer of Grant, you must sign and submit this via the online Grants Portal within one month of the date of the Offer of Grant, otherwise it may be withdrawn.



The information below outlines the Next Steps for commencing your Grant Funded Project.

## Next Steps

Once you have been sent your Offer of Grant, your Grants Manager will be in contact as they will need to agree your Grant Objectives with you. If you have been awarded an express grant (under £25,000), these are likely to be based on the information included in the Grant Outcomes section of your application.

For small and large grants, you will need to submit a Grant Outcomes Plan within 10 working days of the date of your Offer of Grant being issued, setting out the outcomes and objectives that the Grant Funded Project aims to achieve. Guidance, a template and some examples are available in the HES Outcomes Planning Guidance which is available from the Historic Environment Grants Programme Resources page on our website. Your Offer of Grant is conditional on HES approving the Grant Outcomes Plan and agreeing the Grant Objectives with you. You will also be required to report on your progress against these during your Grant Funded Project and also on its completion.

Once you have accepted the Grant Offer and the Grant Objectives have been agreed, you will need to request permission to start your Grant Funded Project on the Grants Portal. This will require you to submit a number of documents relating to your Grant Funded Project. Following the submission of all required information, HES will issue a Permission to Start e-mail confirming that we are content for you to commence the Grant Funded Project.

**No work on the Grant Funded Project must start until you have received your Permission to Start e-mail. If work does start before this has been issued, our Offer of Grant may be withdrawn.**

## Acknowledgement of Grant

Please do not publicise your Offer of Grant until HES announces the funding or we have contacted you to let you know that we are content for you to publicise this.

Following any initial announcement of the Offer of Grant, all publicity relating to the Grant Funded Project should first be agreed by HES's communication team with regard to both the timing and content. A quote from HES must be included in any press releases you are issuing about the award and you can contact our communications team direct about this at [communications@hes.scot](mailto:communications@hes.scot)

It is very important that our funding is acknowledged, and we require you to include the HES logo and #HESsupported in your media activities throughout the delivery of the Grant Funded Project. When sharing stories about your Grant Funded Project via social media and other forms of publicity, please tag HES so that we can share or retweet your posts. This can be a great way of raising the profile of your activities and widening interest in our historic environment.



For any projects involving physical work to a tangible historic environment asset, you will need to display our funding signboard at the site for the duration of the work unless you are producing a bespoke project funders signboard. If you are producing your own signboard, you will need to have the design of this approved by your Grants Manager. You are also required to acknowledge the funding you receive from HES in all publications and marketing material distributed to your stakeholders and members. For further guidance and templates, please visit:

<https://www.historicenvironment.scot/grants-and-funding/acknowledging-your-grant-funding/>.

When requesting our Permission to Start your project, you will need to submit a simple communications plan including any events, planned social media activity, press releases, etc and your plans for acknowledging our funding over the project.

If you are planning any events to launch or celebrate your grant funding, please let us know well in advance of these so that appropriate HES representatives can attend, or we can support your event with our corporate communications activity.

### **Grant Claims and Reporting**

Our finance colleagues will contact you to ask for your bank details in order to have you set up as a supplier on our system. Even if you have received HES grants before you may still be contacted to verify your bank details.

Grant claims and progress reporting will be undertaken through our online Grants Portal. For information regarding how we will pay your Grant and requirements for reporting to HES, please consult the Historic Environment Grants Programme Guidance. If you are unsure, please contact your Grants Manager who can clarify this.

As detailed in the Programme Guidance, please also note that you will be required to complete a Grants Data Report via the Grants Portal at the end of each financial year during your Grant Funded Project and also on its completion. A PDF version of this report can be accessed from the Programme Resources section on the Historic Environment Grants pages on our website.

If you have any questions about claims and reporting, please contact your Grants Manager.

Yours sincerely,

Susan O'Connor  
Head of Grants

## CnES support for Barra and Harris Unearthed

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**From:** Colin G. Morrison <[colin.morrison@cne-siar.gov.uk](mailto:colin.morrison@cne-siar.gov.uk)>  
**Sent:** 24 January 2025 09:08  
**To:** Rebecca Rennell <[Rebecca.Rennell@uhi.ac.uk](mailto:Rebecca.Rennell@uhi.ac.uk)>  
**Subject:** RE: CnES support for Barra and Harris Unearthed

**Warning. This email contains web links and was not sent by the UHI.**  
**Only click on these links if you are certain that the email is genuine and the content is safe.**

Morning Becky,

Happy New Year and hope you're well!

Please do consider this as confirmation of the Comhairle's support. I believe the figure for Barra and Harris Unearthed is £25k and in order to complete payment, my finance colleagues are requesting the following:

...

- bank details
- a copy of a bank statement (if it's a different account to the one we have for UHI)

Meantime, just let me know if you have any other questions.

Kind Regards,  
**Colin George**

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**From:** Rebecca Rennell <[Rebecca.Rennell@uhi.ac.uk](mailto:Rebecca.Rennell@uhi.ac.uk)>  
**Sent:** 22 January 2025 09:05  
**To:** Malcolm Burr <[m.burr@cne-siar.gov.uk](mailto:m.burr@cne-siar.gov.uk)>  
**Subject:** CnES support for Barra and Harris Unearthed

**WARNING: THIS EMAIL CAME FROM OUTSIDE THE COMHAIRLE; PLEASE TREAT HYPERLINKS OR ATTACHMENTS WITH CAUTION. CONTACT THE IT HELPDESK IF IN ANY DOUBT.**

Good morning Malcolm

As I think you are aware, I'm looking for some confirmation that CnES is still committed to supporting the Barra and Harris Unearthed project - via the Crown Estate Fund. We now have now funding confirmed from HIE, Historic Environment Scotland and National Lottery Heritage Fund, with a final application outcome from SSEN due in the next few weeks. Things are looking good and I'm hopeful that we will be able to make a start on the project in the next few months. In the meantime, I require confirmation of CnES/Crown Estate support to share with our other funders.

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## About your grant from The National Lottery Heritage Fund

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From Natalie Nickelson <natalie.nickelson@heritagefund.org.uk>

Date Tue 21/01/2025 15:11

To Rebecca Rennell <Rebecca.Rennell@uhi.ac.uk>

Cc elizabeth.grace@heritagefund.org.uk <elizabeth.grace@heritagefund.org.uk>

You don't often get email from natalie.nickelson@heritagefund.org.uk. [Learn why this is important](#)

**Warning. This email contains web links and was not sent by the UHI.**

**Only click on these links if you are certain that the email is genuine and the content is safe.**

Dear Rebecca Rennell,

Congratulations! We are happy to tell you that your application HA-24-01011 Barra and Harris Unearthed: developing place-based digital heritage interpretation in the Hebrides for a grant of £123,930.00 has been successful.

I will be your Investment Manager. Please do not hesitate to contact me if you have any questions.

Before you can start your project, you will need to agree to your grant. Please [sign into your account](#) and follow the instructions. More information about this step can be found in the [receiving a grant guidance](#).

You will also be asked some more questions about your project. These questions are not another part of your application. Your application has already been awarded. We need to ask these questions to get data which we will use to tell our stakeholders about the projects we fund, and so we can support your project better.

Once you have agreed to your grant and answered the additional questions, you will be asked to provide your organisation's bank details. This is so we can make the first grant payment to you.

Don't forget, our website has lots of information to help you deliver your project, including our [good practice guidance](#). Our [acknowledgement toolkit](#) provides information about how to acknowledge our funding, and I encourage you to [sign up to our newsletter](#) to receive regular news and updates about what's happening at the Heritage Fund.

Best wishes,

Elizabeth Grace  
Investment Manager  
[elizabeth.grace@heritagefund.org.uk](mailto:elizabeth.grace@heritagefund.org.uk)

ref:!00D4J0E6Ge.!500Sr0FWKfn:ref



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**Joe Macphee**  
**University of the Highlands and Islands**  
**Cnoc Soilleir**  
**Dalabrog**  
**South Uist, Na h-Eileanan Siar (Western Isles)**  
**HS8 5SS**

Grants Team  
Longmore House  
Salisbury Place  
Edinburgh  
EH9 1SH  
catriona.jackson@hes.scot  
T: 0-131-668-8801

HEGP2024-1536  
03 September 2024

Dear Sirs,

**Historic Environment Grants Programme**  
**HEGP2024-1536 Barra and Harris Unearthed - developing place-based digital heritage interpretation in the Hebrides.**

We are pleased to confirm that Historic Environment Scotland (HES) will provide funding support for your Project under the Historic Environment Grants Programme, pursuant to our powers under the Historic Environment (Scotland) Act 2014.

#### **Grant Funded Projects**

This Offer of Grant is made towards the project detailed in your application dated 28 February 2024 (the **Application**) and any variations agreed with us before the date of this Offer of Grant (the **Grant Funded Project**).

<b>Grant Funded Project</b>	<b>Amount</b>	<b>Grant Intervention Rate</b>
Professional fees	£86,001	33%
Inflation and Contingencies	£8,339	33%
Events and Engagement	£8,740	33%
Staff	£84,220	33%
<b>Total</b>	<b>£187,302</b>	<b>33%</b>

#### **Conditions of Grant**





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We will not start paying the Grant until we have issued the Permission to Start.

### Accepting this Offer of Grant

If you wish to accept this Offer of Grant please respond to your Grant Manager via email and countersign your contract. You need to accept within one month of the date of this offer of grant. If you don't send us your acceptance within that period, we may withdraw the Offer of Grant.

Yours faithfully,

Susan O'Connor  
Head of Grants

Signature: 

Email: susan.o'connor@hes.scot


Full Name: Susan O'Connor  
Title: Head of Grants  
Organization: Historic Environment Scotland  
Dated: Nov 13, 2024


Signature: 

Email: lydia.rohmer@uhi.ac.uk

Full Name: LYDIA ROHMER  
Title: Principal and Chief  
Organization: West Highland College  
Dated: Nov 13, 2024

 Email viewed by LYDIA ROHMER (lydia.rohmer@uhi.ac.uk)  
2024-11-13 - 1:38:34 PM GMT

 Document e-signed by LYDIA ROHMER (lydia.rohmer@uhi.ac.uk)  
Signature Date: 2024-11-13 - 1:39:27 PM GMT - Time Source: server

 Agreement completed.  
2024-11-13 - 1:39:27 PM GMT



HISTORIC  
ENVIRONMENT  
SCOTLAND

ÀRAINNEACHD  
EACHDRAIDHEIL  
ALBA

**University of the Highlands and Islands  
c/o Rebecca Rennell  
Cnoc Soilleir  
Dalabrog  
South Uist, Na h-Eileanan Siar (Western Isles)  
HS8 5SS**

Grants Team  
Rm G.50, Longmore House  
Salisbury Place  
Edinburgh  
EH9 1SH

Direct Line: 0-131-668-8801  
E-Mail: [rebecca.bain@hes.scot](mailto:rebecca.bain@hes.scot)

HEGP2024-1536 Barra and Harris Unearthed -  
developing place-based digital heritage  
interpretation in the Hebrides.  
10 September 2024

Dear Sirs

## **Historic Environment Grants Programme**

### **Barra and Harris Unearthed - developing place-based digital heritage interpretation in the Hebrides.**

Thank you for your application to Historic Environment Scotland's Historic Environment Grants programme. I am pleased to advise you that your application has been successful and that you have been awarded a grant of up to towards the total grant-eligible costs of **£590,230 ( 32%)** for the above project. Please note that your grant may reduce in line with our grant intervention rate if you spend less on your project or if the match funding position changes.

Your main HES contact for this Grant will be Catriona Jackson who can be contacted on [catriona.jackson@hes.scot](mailto:catriona.jackson@hes.scot).

The Grant must be spent as outlined in your Application and in accordance with the Approved Budget which can be found on the Grants Portal. The Grant is also subject to the terms of the attached Offer of Grant and Grant Conditions relevant to your project. Failure to abide by terms of your Offer of Grant may result in the withdrawal of grant or recovery of sums already paid.

Please read your Offer of Grant and the Grant Conditions carefully before accepting and keep a copy for your future reference. As your acceptance of the Offer of Grant may have certain legal requirements and obligations that you will need to meet, we advise that you seek independent legal advice before signing. Once you wish to accept the Offer of Grant, you must sign and submit this via the online Grants Portal within one month of the date of the Offer of Grant, otherwise it may be withdrawn.



The information below outlines the Next Steps for commencing your Grant Funded Project.

## Next Steps

Once you have been sent your Offer of Grant, your Grants Manager will be in contact as they will need to agree your Grant Objectives with you. If you have been awarded an express grant (under £25,000), these are likely to be based on the information included in the Grant Outcomes section of your application.

For small and large grants, you will need to submit a Grant Outcomes Plan within 10 working days of the date of your Offer of Grant being issued, setting out the outcomes and objectives that the Grant Funded Project aims to achieve. Guidance, a template and some examples are available in the HES Outcomes Planning Guidance which is available from the Historic Environment Grants Programme Resources page on our website. Your Offer of Grant is conditional on HES approving the Grant Outcomes Plan and agreeing the Grant Objectives with you. You will also be required to report on your progress against these during your Grant Funded Project and also on its completion.

Once you have accepted the Grant Offer and the Grant Objectives have been agreed, you will need to request permission to start your Grant Funded Project on the Grants Portal. This will require you to submit a number of documents relating to your Grant Funded Project. Following the submission of all required information, HES will issue a Permission to Start e-mail confirming that we are content for you to commence the Grant Funded Project.

**No work on the Grant Funded Project must start until you have received your Permission to Start e-mail. If work does start before this has been issued, our Offer of Grant may be withdrawn.**

## Acknowledgement of Grant

Please do not publicise your Offer of Grant until HES announces the funding or we have contacted you to let you know that we are content for you to publicise this.

Following any initial announcement of the Offer of Grant, all publicity relating to the Grant Funded Project should first be agreed by HES's communication team with regard to both the timing and content. A quote from HES must be included in any press releases you are issuing about the award and you can contact our communications team direct about this at [communications@hes.scot](mailto:communications@hes.scot)

It is very important that our funding is acknowledged, and we require you to include the HES logo and #HESsupported in your media activities throughout the delivery of the Grant Funded Project. When sharing stories about your Grant Funded Project via social media and other forms of publicity, please tag HES so that we can share or retweet your posts. This can be a great way of raising the profile of your activities and widening interest in our historic environment.



For any projects involving physical work to a tangible historic environment asset, you will need to display our funding signboard at the site for the duration of the work unless you are producing a bespoke project funders signboard. If you are producing your own signboard, you will need to have the design of this approved by your Grants Manager. You are also required to acknowledge the funding you receive from HES in all publications and marketing material distributed to your stakeholders and members. For further guidance and templates, please visit:

<https://www.historicenvironment.scot/grants-and-funding/acknowledging-your-grant-funding/>.

When requesting our Permission to Start your project, you will need to submit a simple communications plan including any events, planned social media activity, press releases, etc and your plans for acknowledging our funding over the project.

If you are planning any events to launch or celebrate your grant funding, please let us know well in advance of these so that appropriate HES representatives can attend, or we can support your event with our corporate communications activity.

### **Grant Claims and Reporting**

Our finance colleagues will contact you to ask for your bank details in order to have you set up as a supplier on our system. Even if you have received HES grants before you may still be contacted to verify your bank details.

Grant claims and progress reporting will be undertaken through our online Grants Portal. For information regarding how we will pay your Grant and requirements for reporting to HES, please consult the Historic Environment Grants Programme Guidance. If you are unsure, please contact your Grants Manager who can clarify this.

As detailed in the Programme Guidance, please also note that you will be required to complete a Grants Data Report via the Grants Portal at the end of each financial year during your Grant Funded Project and also on its completion. A PDF version of this report can be accessed from the Programme Resources section on the Historic Environment Grants pages on our website.

If you have any questions about claims and reporting, please contact your Grants Manager.

Yours sincerely,

Susan O'Connor  
Head of Grants

## CnES support for Barra and Harris Unearthed

---

**From:** Colin G. Morrison <[colin.morrison@cne-siar.gov.uk](mailto:colin.morrison@cne-siar.gov.uk)>  
**Sent:** 24 January 2025 09:08  
**To:** Rebecca Rennell <[Rebecca.Rennell@uhi.ac.uk](mailto:Rebecca.Rennell@uhi.ac.uk)>  
**Subject:** RE: CnES support for Barra and Harris Unearthed

**Warning. This email contains web links and was not sent by the UHI.  
Only click on these links if you are certain that the email is genuine and the content is safe.**

Morning Becky,

Happy New Year and hope you're well!

Please do consider this as confirmation of the Comhairle's support. I believe the figure for Barra and Harris Unearthed is £25k and in order to complete payment, my finance colleagues are requesting the following:

...

- bank details
- a copy of a bank statement (if it's a different account to the one we have for UHI)

Meantime, just let me know if you have any other questions.

Kind Regards,  
**Colin George**

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**From:** Rebecca Rennell <[Rebecca.Rennell@uhi.ac.uk](mailto:Rebecca.Rennell@uhi.ac.uk)>  
**Sent:** 22 January 2025 09:05  
**To:** Malcolm Burr <[m.burr@cne-siar.gov.uk](mailto:m.burr@cne-siar.gov.uk)>  
**Subject:** CnES support for Barra and Harris Unearthed

**WARNING: THIS EMAIL CAME FROM OUTSIDE THE COMHAIRLE; PLEASE TREAT HYPERLINKS OR ATTACHMENTS WITH CAUTION. CONTACT THE IT HELPDESK IF IN ANY DOUBT.**

Good morning Malcolm

As I think you are aware, I'm looking for some confirmation that CnES is still committed to supporting the Barra and Harris Unearthed project - via the Crown Estate Fund. We now have now funding confirmed from HIE, Historic Environment Scotland and National Lottery Heritage Fund, with a final application outcome from SSEN due in the next few weeks. Things are looking good and I'm hopeful that we will be able to make a start on the project in the next few months. In the meantime, I require confirmation of CnES/Crown Estate support to share with our other funders.

**SSEN Transmission**  
Laura Read-Norrie  
laura.read-norrie@sse.com  
Reference: 00002897

10/02/2025

Dear Emily Gal

**SSEN Transmission Regional Community Fund – Grant Offer: UHI North, West and Hebrides**

We are delighted to confirm that your application for a Grant from the SSEN Transmission Regional Community Fund has been successful and we would like to offer you a grant of £110,000.00

This Grant is for the following purpose:

To create a smartphone app featuring augmented reality content for previously lesser-known archaeological sites in Barra and Harris, using extensive community engagement and co-production activities and events.

Conditions:

- **Living Wage** - Confirmation that any level of salary paid is at or greater than the Living Wage.
- **Match Funding** - Written confirmation of all match funding for the total value of the project.

Payment:

- The total Grant is for £110,000.00 and is subject to the Standard Terms and Conditions of Grant.

We can only pay you the Grant if your organisation complies with our terms and conditions contained within this grant offer.

For and on behalf of SSEN Transmission

Laura Read-Norrie  
Community Investment Manager



## SEEN Transmission Community Investment Programme Standard Terms and Conditions of Grant

“We” and “our” refer to the organisation receiving the Grant bound by these terms and conditions. “You” and “your” means SEEN Transmission and includes your employees and those acting for you.

The “project” means the project that you are giving us the Grant for as set out in our application form and any supporting documents, and/or as varied by the Grant Agreement.

The “Grant Agreement”, which we have accepted and signed, includes and incorporates these standard terms and conditions and the signed conditional Grant Offer letter together with any other conditions we have agreed.

We understand that the Grant Agreement will only start after you are satisfied with all our supporting documentation and will come into force on the date that we receive the Grant payment from you.

### General

1. We will use the Grant exclusively for the purpose stated in the Grant Offer Letter.
2. The funds Granted by this award must not be used by the Recipient for:
  - a. The advancement of religion or party politics
  - b. Activities that are the statutory responsibility of statutory authorities
  - c. Projects benefiting primarily those residents outside the Area of Benefit
  - d. Activities contrary to the interests of SEEN Transmission or its subsidiaries
  - e. Activities likely to bring SEEN Transmission or its subsidiaries into disrepute
  - f. Anti-renewable energy/wind farm activities
  - g. Retrospective funding (i.e. paying for costs incurred before a decision on an application to the Fund for support can be made)
  - h. Recoverable costs (i.e. VAT costs that can be recovered).
3. You will, under no circumstances, be liable for any damage, injury or loss of any kind whatsoever to any property or persons occurring as a result of activities undertaken with this Grant.
4. We will get your written agreement before making any change to the project or to its aims, structure, delivery, outcomes, duration or ownership.
5. We will complete our project by the date specified in the Grant offer letter, unless an extension is agreed in writing by you.

### Grant

6. We will not use the Grant for any activities other than that outlined in the Grant Offer letter without your written agreement.
7. If all or part of the Grant is not used for the reasons specified and/or by the date specified in the Grant offer letter, any outstanding amounts, or if any element of the Grant is misused, we will pay back to you the full amount of the Grant awarded unless an extension is agreed by you in writing.
8. We will not use any grant award for any elements of recoverable VAT
9. We will ensure that any work undertaken with this Grant fully complies with any relevant legislation and good practice guidelines.





10. Any assets bought with the Grant will not be sold, disposed of, or given away to any other group or individual within the appropriate financial life of the asset without your prior approval in writing.
11. If any asset is purchased using a Grant it will never be sold to the financial gain of an individual.
12. We will show the Grant income as restricted in our accounts and include a note showing that the Grant is provided by SSEN Transmission.
13. We will Grant you access to Company Directors, employees, documentation and financial accounts based on any reasonable concern regarding use of the Grant.
14. This Grant was awarded on the basis of information supplied to you at the time of application. If any of this information is subsequently found to be misleading, inaccurate or false then we will pay the full Grant back to you in full.
15. We agree to meet all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy. We will ensure that we have an equal opportunities policy in place at all times, to help us comply with all relevant laws and good practice throughout the period of the Grant Agreement. We will obtain all approvals and licences required by law or by you.

### **Monitoring**

16. We will monitor the progress of the project and complete regular reports as you require using the forms you send us.
17. We will update you on progress of the project on request and will send you any further information you may ask for from time to time about the project or about our organisation, and its activities, the number of users and other beneficiaries and such other information as you may require from time to time. You may use this information to monitor or publicise the project and/or evaluate your Grants programmes.
18. We will fill in a final report on the project using the form you send us. We understand that the Grant is finished only after we have completed this report to your satisfaction.
19. We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion.
20. We will tell you immediately if there is to be any significant variation to or decrease in the project outcomes.

### **Publicity**

21. We will acknowledge the Grant made by SSEN Transmission publicly as appropriate and as practical throughout the life of the project. We will follow your branding and publicity guidelines at all times. We will acknowledge your support in any published documents that refer to the project, including any advertisements, accounts and public annual reports, or in written or spoken public presentations about the project.
22. You can carry out any forms of publicity and marketing to promote the award of the Grant as you see fit. We agree to do whatever you reasonably require in order to assist with any form of publicity and marketing, including any press or media-related activities.
23. You reserve the right to use any photographs or details of the project in any future literature or promotion.
24. We will invite you to attend any promotional or public launch of the project.

### **Payment**



25. If we are based on in the UK, you will pay the Grant into a UK-based bank account or building society account in our name, which requires the signatures of at least two authorised people for every withdrawal. If we are based in Republic of Ireland, you will pay the Grant into a Republic of Ireland-based bank account or building society account in our name, which requires the signatures of at least two authorised people for every withdrawal.

We agree to the conditions of acceptance detailed above and acknowledge the offer of a Grant from SSEN Transmission.

Signature of main contact (as stated in the application form):



Name (please print) Dr Emily L Gal

Date 10/02/2025

Position within organisation Project Coordinator

Signature of Office Bearer (this should be the Chair, Vice Chair, Treasurer or Secretary and must be different to person above):



Name (please print) Lydia Rohmer

Date 10/02/2025

Position within organisation Principal and Chief Executive

**PLEASE NOTE** – To make payment we require a copy of a bank statement from the account above issued within the last six months. Please provide this alongside the return of the grant letter via email. In addition, it will be necessary for someone to contact the above Office Bearer to verbally confirm the bank details for audit purposes. Please provide contact details below:

Name	Lydia Rohmer
Contact Number (preferably a mobile)	07557 544405
Best time of day to call (Mon-Fri)	arrange via PA Flora Miller (flora.miller@uhi.ac.uk)





## Terms and conditions of your grant: £10,000 to £250,000

### Definitions

These are the definitions for the important information related to your Project. When we refer to these words in the terms and conditions, this is what we mean:

**‘we’, ‘us’, ‘our’** – the Trustees of the National Heritage Memorial Fund (who administer the National Lottery Heritage Fund and other grant funding on behalf of other bodies from time to time).

**‘you’, ‘your’** – the organisation(s) awarded the Grant and any organisation which agrees to be a joint grantee and to comply with the Grant Contract.

**Additional Grant Conditions** – any additional grant conditions set out as part of Your Project Details.

**Application** – your completed application form and any documents or information you send us to support your request for a Grant.

**Approved Purposes** – these summarise the Project described in your Application.

**Approved Usage** – this means how you said you would use the Property after the Project Completion Date and applies until the end of the Grant Contract.

**Digital Outputs** – all material with heritage content created in or copied into a digital format by or for you in connection with the Project.

**Grant** – the amount of money that we have awarded you to carry out your Project.

**Grant Contract** – this is made up of:

- your Project Details
- these terms and conditions
- any Additional Grant Conditions if applicable
- Receiving a Grant guidance, as amended from time to time
- your Application

**Grant Expiry Date** – the date by which you must achieve the Approved Purposes.

**Other guidance** – all other guidance relevant to the Project available on our website as amended from time to time.

**Programme Application Guidance** – the document setting out the scope of the programme and how to apply.

**Project** – the purposes we have approved as set out in the Application (taking account of any changes we and you have agreed in writing).

**Project Completion Date** – the date of the email we send you letting you know that the Project is recorded as complete.

**Property** – any property that you buy, create, receive or restore, or property that is otherwise funded by the Grant including Digital Outputs, intellectual property rights and any documents that you produce or order as part of the Project.

**Receiving a Grant** – the guidance we publish to explain how we will work with you throughout your project, including how we pay the Grant, monitor the Project and agree changes to the Grant.

**Your Project Details** – this is the page that you check and confirm important information about your Project including the Grant, Grant Expiry Date, Additional Grant Conditions and Approved Purposes.

## **1. Timings**

### **1.1 Get your Grant payment**

You must have requested and received 100% of your Grant by your Grant Expiry Date. After this date, your Grant offer expires, and we won't be able to make any more payments to you. If you think you need an extension to this date, contact your Investment Manager.

### **1.2 Deliver your Project**

You must complete your Project by your Grant Expiry Date.

To complete your Project, you need to have:

- delivered all the work and activities in your Project
- provided evidence of how you spent the Grant, for all costs over £500
- completed and sent us your completion report
- evaluated your Project and sent us the evaluation report

## **2. How long the Grant Contract lasts**

If your Project includes:

- Activities, like an exhibition, or an event with no Digital Outputs or capital works, these terms and conditions end on the Project Completion Date.
- Digital Outputs, like the creation of a website, these terms and conditions will apply for five years after the Project Completion Date, if you are a not-for-profit organisation. If you are a private individual or for-profit commercial organisation the terms and conditions will apply for five years after the Project Completion Date.
- Capital works, like a building or restoration, these terms and conditions will apply for five years after the Project Completion Date. If you are a private individual or for-profit commercial organisation the terms and conditions will apply for 10 years after the Project Completion Date.
- Buying a heritage item, land or building, these terms and conditions will apply indefinitely. If you want to sell, destroy or dispose of what you have bought in future, you must ask for our permission and we may claim back all, or part of, your Grant or require share of proceeds in proportion to the value of the Grant.

## **3. Funding requirements**

### **3.1 Projects must:**

- only use our funding for the agreed Project costs and Approved Purposes
- only start work after we have confirmed in writing that the Project can start
- finish on or before your Grant Expiry Date
- acknowledge the Grant publicly in line with the requirements set out on our website and any other requirements we may tell you about from time to time, including sending us digital images of the Project, with the agreed relevant permissions
- demonstrate current industry standards and best practice in your area of heritage
- follow any Additional Grant Conditions (if applicable) and meet the requirements set out in the Programme Application Guidance, Receiving a Grant guidance and any other guidance published on our website which is relevant to the Project
- follow all relevant legislation and regulations, for example, this could be listed building consent or planning permission
- provide regular financial and project progress reports

- undertake ongoing evaluation reporting and produce a final evaluation report at the end of the Project,
- following completion of the Approved Purposes, continue to use the Property for the Approved Usage (this will not be applicable if your Project is activity only)

You acknowledge that the Grant comes from public funds and you must ensure that the Project does not put us in breach of the UK's domestic obligations under the Subsidy Control Act 2022 or international obligations in respect of subsidies. You will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist us to comply with the same and respond to any proceedings or investigation(s) into the Project by any relevant jurisdiction or regulatory body.

### **3.2 Organisations must:**

- maintain sound administration, accounting and audit process
- agree to follow a whistleblowing process to report if the dignity, safety, security and well-being of end-users is not met
- agree not to engage in any personal, business or professional activity which conflicts or could conflict with any of your obligations in relation to the Grant Contract, and keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest
- follow and comply with all applicable laws, statutes and regulations that apply to your organisation. This includes (but is not limited to):
  - anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010
  - data protections laws including the UK GDPR and Data Protection Act 2018. For the purpose of the Grant Contract and the Approved Purposes, we do not envisage that either party will process any personal data for or on behalf of each other, under or in connection with the Grant Contract. If we or you anticipate that the other will process any personal data for and on behalf of each other we shall agree a variation to the Grant Contract to incorporate appropriate provisions in accordance with Article 28 of the UK GDPR, or as otherwise required by the Data Protection Legislation
  - safeguarding policies and procedures where applicable
- behave ethically by following the [7 principles of public life](#) and make sustainable choices to reduce your Projects impact on the environment
- follow the [government Code of Conduct](#) that sets out the standard of behaviour for people or organisations that receive government grants

- tell us in writing as soon as possible if any legal claims are made or threatened against you and/or would adversely affect the Project during the period of the Grant (including any claims made against members of your governing body or staff concerning the organisation)
- tell us in writing as soon as possible of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, H M Revenue & Customs or any other regulatory body

### **3.3 Monitoring your Project**

We may ask to visit your Project, inspect the Property, or see documents or information about your Project, so that we can provide appropriate support, and to ensure that you are:

- delivering your Project and using the Property in accordance with your Application, with any changes we have agreed
- identifying and managing risks, including Project, financial and fraud risks (it is important that you notify us of all actual or suspected cases of fraud, theft or financial irregularity relating to the Project)
- correctly accounting for spending any budget
- keeping to the Approved Usage following the Project Completion Date

You must take appropriate steps to monitor your own success in achieving the Approved Purposes and it is important that you provide us with information when asked, address any issues, and take into account any recommendations we make, in the course of monitoring.

We, and the National Audit Office and/or their authorised representatives may, at any time during and up to 7 years after the end of the Grant Contract, conduct audits in relation to your use of the Grant and/or compliance with the Grant Contract. You agree to act reasonably in cooperating with such audits, including by granting access to relevant documentation, premises and personnel.

### **3.4 If you're buying goods, works or services**

In all Projects, whenever you use your Grant to purchase goods, works or services, we will ask you to give us details of the procurement (which is the buying, tendering and selection process). If you have already purchased goods, works or services for your Project, you will need to tell us how you did it. We cannot pay your Grant if you have not followed the following procedure.

If you are a public body or your Project is subject to Public Procurement legislation then you must follow the relevant legislation.



Procedures to recruit consultants and contracts must be fair and open and comply with relevant equality and employment legislation. Fees for any consultants or other professionals that you recruit during the Project should be in line with professional guidelines and be based on a clear written specification. If any of the contractors, suppliers or consultants you wish to appoint are linked, for example close friends or relatives, or if there is any financial link such as ownership of these suppliers you will need to obtain our written permission from us first.

If you are unsure about your obligations, we advise you to take professional or legal advice.

### **Under £10,000**

If you are buying goods, works or services for £10,000 or under you do not need to openly tender for these or get multiple quotes. We will expect you to show overall value for money.

### **Between £10,000 and £50,000**

You should get at least three competitive tenders or quotes for all goods, works and services worth £10,000 or more (excluding VAT) that we have agreed to fund.

You do not necessarily need to appoint the contractor, supplier or consultant who provides the lowest quote. When deciding who to appoint for your project, you should look at the overall value for money the tender or quote presents and the skills, experience and financial viability of the contractor, supplier or consultant.

### **Above £50,000**

For all goods, works and services worth more than £50,000 (excluding VAT), you must provide proof of competitive tendering procedures. Your proof should be a report on the tenders you have received, together with your decision on which to accept.

You do not necessarily need to appoint the contractor, supplier or consultant who provides the lowest quote. When deciding who to appoint for your project, you should look at the overall value for money the quote presents and the skills, experience and financial viability of the contractor, supplier or consultant.

In some circumstances, you do not need to undertake a competitive tendering procedure and you can invite only one organisation to tender. This is where:

- the total price of the contract is less than £10,000
- a framework agreement is in place for the supply of goods, works or services which has been previously competitively tendered, and the goods or services are directly relevant to the scope of the project works to be undertaken, there is a project contract in place, which has previously been competitively tendered, and it is logical to extend to cover additional project work. In this case you must confirm that:

- in the case of capital works the prices of most elements of work, including preliminaries, overheads and profits can be directly applied from the existing contract to the new work
- the new work is smaller in scale, and is of a similar type to the main contract work
- the contractor will not claim disruption or prolongation cost to the main contract if the new work is introduced
- the existing contract restricts work being undertaken by others
- the goods, works or services required are unique as set out in a non-branded requirement specification and it is not possible to obtain them from other sources by competitive tender
- you can demonstrate that you have tried to tender the goods, works or services openly and competitively but had not received sufficient interest. The only tender received was submitted by a service provider who believed they were doing so in competition with others
- emergency work where it can be shown that time taken to obtain tenders would put the project at risk and add considerably to eventual costs
- the company providing the single tender is not connected, either through ownership or through family connections, with senior representatives of the grantee

We will also require you to consider social values in your procurement, including:

- diverse supply chains
- improved employability and skills
- inclusion, mental health and well-being
- environmental sustainability
- safe supply chains

You should ensure any contractor/supplier/consultant or partner who may contribute to the creation of Digital Outputs is aware of our requirement for projects to share these under a Creative Commons Attribution 4.0 International licence or equivalent, and ensure you have agreement for the resulting work to be shared in this way. Where this is not possible, you must seek written agreement to make alternative arrangements with us, for example to use an alternative open licence, prior to issuing any contract of work.

### **3.5 If you're producing Digital Outputs**

Digital Outputs include things like photographs, documents, code, websites, digital archives, sound and video recordings or audio-visual installations.

If your Project includes Digital Outputs, by accepting these terms you also agree to:

- Release all Grant funded Digital Outputs under our default licence, Creative Commons Attribution 4.0 International (CC BY 4.0) or equivalent, except code and metadata which should be marked with a Creative Commons 0 1.0 Universal (CC0 1.0) Public Domain Dedication or equivalent. Assets already in the public domain cannot be included in our required licence, so should be marked with a Creative Commons 0 1.0 Universal (CC0 1.0) Public Domain Dedication, or equivalent.
- No new rights arising in non-original materials resulting from the reproduction of public domain works supported by grant funding. Digital reproductions of public domain materials, including photographic images and 3D data, should be shared under a CC0 1.0 Public Domain Dedication.
- Be the rightsholder of any original Grant funded materials you can produce. Where other people contribute materials to the Project, or the Project makes use of pre-existing materials, it will be your responsibility to get permission from the rightsholder to apply our default licence.
- Ensure that the Digital Outputs are kept up-to-date, function as intended and do not become out-of-date before five years after your Project Completion Date, (or where the lead applicant is a private owner of heritage, for 10 years from the Project Completion Date),
- Ensure websites and website content meet at least W3C Single A accessibility standard.
- Provide us with the web address or addresses (URL/s) of the site, or sites, that will host your Digital Outputs, and update these if materials are relocated.
- Ensure free and unrestricted online access to the Digital Outputs.

You must not release your Project's Digital Outputs on other terms without our prior written consent.

### **3.6 If your Project includes Property**

Property includes:

- land and buildings
- anything fixed to land such as structures and statues
- objects in a museum or library collection which are being acquired, restored, conserved or improved with our Grant

- intangible or non-physical property which is being created such as copyright in a book or in a digital database

You must continue to own the Property and keep exclusive control over what happens to it. This means you must not sell or lease the Property. Other than as permitted in the Digital Output section, shown above, you must not sell, let or part with it or any interest in it, or give any rights over it to anyone else, or take steps to do so, without our approval beforehand.

Our approval may depend on the following:

- that you pay us a share of the net proceeds of selling or letting the Property within one month of parting with the assets or other goods
- that you sell or let the Property at its full market value
- any other conditions we think apply

We may claim from you an amount in the same proportion to the sale price as the Grant is to the original cost of the Project, or the portion of the Grant spent on the assets or goods concerned, whichever is the greater. You must pay whatever we decide is appropriate in the circumstances. We may decide not to ask you to repay the Grant (or any part of it as we think fit) but it is for us to decide.

You must:

- maintain the Property in good repair and condition. If necessary, you must also keep any objects or fixtures that form part of the Property in an appropriate and secure environment
- insure the Property to the standard set out in, and use any proceeds of the insurance in line with the [Programme Application Guidance](#)
- tell us promptly of any significant loss or damage to the Property
- if the Approved Purposes include the preparation of a maintenance and management plan or a conservation plan, you must maintain, manage or conserve the Property in accordance with the version of the relevant plan that we have approved,
- arrange for the general public to have appropriate access to the Property and that no person is unreasonably denied access,
- you must use the Property, or allow it to be used, only for the Approved Usage.
- if the Approved Purposes involve using part of the Grant to buy, receive, create, restore, conserve or otherwise fund third party property you must comply with the requirements set out in the Programme Application Guidance and Receiving a Grant guidance relating to the contractual arrangements we expect you to enter into with the third party

## **4. Grant payment**

We will pay you the Grant following these terms and conditions and the procedures explained in the Receiving a Grant guidance as long as the National Lottery operates under the National Lottery etc. Act 1993 (as amended from time to time) and the Trustees of the National Heritage Memorial Fund operate under the National Heritage Act 1980 (as amended from time to time), and

- enough funds are made available to us under the National Lottery Act (or from other such other sources that are required to deliver our grant programmes)
- we can see that your Project is delivering, or has delivered, the Approved Purposes, and that you are spending the Grant in proportion to any partnership or other funding for the Project
- where it is possible we will give you at least 3 months' notice if we need to stop your Grant funding.

### **4.1 What happens if you underspend your Grant**

If you complete the Project without spending the whole Grant, you must return the unspent amount to us immediately.

### **4.2 What happens if you overspend your Grant**

We are unable to increase the Grant due to overspending. You should contact us if you anticipate overspending your Grant.

### **4.3 When you might need to repay your Grant**

There are certain situations in which you will need to repay any Grant already received, and future payments will be suspended or stopped. In these circumstances, it is important to remember that as a public body we will act reasonably and fairly. Before we stop any funding we might ask you to carry out certain steps, take certain action or provide us with information. We will give you a reasonable opportunity to take these steps before we take any action.

Circumstances include, if:

- you stop operating, or become insolvent, including if you are declared bankrupt or placed into receivership, administration or liquidation
- you fail to use the funding for the Approved Purposes unless agreed in advance by us
- you fail to keep to the Approved Usage unless agreed in advance by us
- you dispose of the Property without our permission
- you fail to provide us with information or carry out our reasonable instructions to address any issues with your Project

- we believe you have given us fraudulent, incorrect or misleading information, or knowingly withheld relevant information
- you have acted negligently in any significant matter or fraudulently in connection with the Project
- any competent authority, for example, a court, a public body, or local authority directs the repayment of the Grant, including circumstances where the Grant is deemed to be an unlawful subsidy
- there is significant change in your organisation structure unless otherwise agreed with us. For example, if you decide to change your informal club, group or association to become a Charitable Incorporated Organisation (CIO) or a charitable company. It would also include a significant change in your governance, board or committee
- you bring us, or the National Lottery, into disrepute through things you do or fail to do
- we consider your action or inaction puts public funds at risk
- we terminate or suspend any other Grant we have given you
- we feel you have not made good progress with your Project or are unlikely to complete the Project or deliver the Approved Purposes
- you fail to keep to any of these terms and conditions.

If you fail to repay the Grant then the sum will be recoverable summarily as a civil debt.

The Grant shall not be repayable in the following situations, if you, or the new owner (if relevant), send us a request for consent to the change which we agree in writing, a:

- change of ownership of the Property
- material change in your organisational structure
- change to the Approved Purposes
- change to the Approved Usage

If you think that any of the above applies to your Project, please contact us.

## **5. General conditions that apply to your Grant**

- we may make the purpose and amount of the Grant public in whatever way we think fit
- you must not transfer the Grant or any rights under these terms and conditions

- you must take all steps and sign and date any documents as may be necessary to carry out your obligations under these terms and conditions and to give us the rights granted to us under them
- if there is more than one of you, any liability under these terms and conditions will apply to you all together and separately
- we may rely on any of our rights under these terms and conditions at any time, even if we do not always choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under these terms and conditions
- any documents you need to send us under these terms and conditions are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose
- these terms and conditions cannot be enforced by anybody other than you or us
- our staff, Trustees and advisers cannot give you professional advice and cannot be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. Even though we may give you funding you are still fully responsible for every part of your Project, your business and the decisions about it. We will not be responsible to anyone else who may take, or threaten to take proceedings against you

## **6. Check and confirm your agreement**

To be able to release payment of your Grant, you now need to check and confirm the following statements.

### **6.1 Agree to the terms and conditions you have read**

- I confirm that the activity in the Project falls within the purposes and powers of the organisation and that the organisation has the power to accept and pay back the Grant
- I confirm that we will keep to the terms and conditions
- I confirm that, as far as I know, the information supplied is true and correct and that anything supplied in future will be true and correct
- I understand that any information submitted to the National Lottery Heritage Fund could be shared publicly if it is subject to a request under the Freedom of Information Act 2000 or Environmental Information Regulations 2004
- I take full responsibility for ensuring that the bank details provided by my organisation are correct, I also confirm that the bank account details provided by our organisation have been checked by more than one individual to ensure accuracy.

I confirm that I have read the Grant Contract with the Trustees of the National Heritage Memorial Fund who administer funding through The National Lottery Heritage Fund. I agree, on behalf of the organisation, to be contractually bound.

### **Signatory**

Name Lydia Rohmer

Position Principal and Chief Executive

Organisation name UHI North, West and Hebrides

Signature 

Date 14 February 2025