

16/04/2025

Stuart Younie  
Mountaineering Scotland  
The Granary  
Perth  
PH1 5QP

Email: [Derek.ORiordan@sportscotland.org.uk](mailto:Derek.ORiordan@sportscotland.org.uk)

Dear Stuart ,

**SGB Investment Agreement between the Scottish Sports Council, trading as “sportscotland” incorporated by Royal Charter, whose principal place of business is at Doges, Templeton on the Green, 62 Templeton Street, Glasgow, G40 1DA (from now on referred to as “sportscotland”) and Mountaineering Scotland, a company incorporated under the Companies Act (Company No: SC322717) having its Registered Office at The Granary, West Mill Street, Perth, PH1 5QP (who and whose successors are from now on referred to as the “SGB”)**

**Year ending 31<sup>st</sup> March 2026**

## **1. Preamble**

- 1.1 This Investment Agreement Letter (from now on referred to as the “Letter”) and the Appendices detailed in Clause 5 set out the terms and conditions on which **sportscotland** proposes to offer investment to the SGB in respect of the SGB Investment (and are altogether referred to as the “Terms and Conditions”).
- 1.2 The Appendices form part of the Terms and Conditions and shall have effect as if set out in full in the body of this Letter.
- 1.3 Any reference to the Terms and Conditions includes the Appendices.

## **2. Investment and Payment**

- 2.1. On the basis of the information submitted through the strategic review process and associated SGB Plan and the commitment of **sportscotland** to support that plan, **sportscotland** offers to the SGB for the year ending 31<sup>st</sup> March 2026 investment of up to **£274,466** (from now on referred to as “Investment”)
- 2.2. The Investment shall be payable in accordance with, but subject to the Standard Conditions of Investment contained in Appendix 1 and the Annual Targets and Specific Conditions of Investment contained in Appendix 3.

### **Head Office**

Doges, Templeton on the Green, 62 Templeton Street, Glasgow G40 1DA  
**Tel:** 0141 534 6500 **Fax:** 0141 534 6501 **Web:** [www.sportscotland.org.uk](http://www.sportscotland.org.uk)  
**Chair:** Maureen Campbell OBE **Chief Executive:** Forbes Dunlop

sportscotland is the trading name of the Scottish Sports Council



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### 3. Commencement and Duration

The Terms and Conditions shall commence from the SGB's acceptance of the Terms and Conditions by the signing of this Letter (referred to as the "Acceptance Date") and unless terminated earlier in accordance with Condition 17 of Appendix 1 shall continue until 31 March 2026 when the Terms and Conditions shall terminate automatically without notice.

### 4. Acceptance

- 4.1. If the SGB does not agree with the investment or other decision made by **sportscotland**, the matter should be raised with the **sportscotland** Partnership Manager for the SGB within 5 Business days of receipt of the Terms and Conditions. Representations made at this level are not appeals and do not form part of the **sportscotland** Appeals process. Anyone considering lodging an appeal must exhaust the Representation process prior to lodging an appeal. A copy of the full Representation and Appeals processes can be requested at any time from the **sportscotland** Partnership Manager for the SGB and are also available on the **sportscotland** website.
- 4.2. The closing date for acceptance of the Terms and Conditions is 10 Business Days from the date of this letter (the "Due Date"). **Please consider the Terms and Conditions carefully.** Acceptance should be denoted by two suitably qualified persons signing the Terms and Conditions electronically and confirmation of the SGB's Nominated Bank Account information including bank account number and sort code.
- 4.3. If no acceptance is received by the Due Date, **sportscotland** reserves the right to withdraw the offer.
- 4.4. By signing this Letter were indicated below to accept the Terms and Conditions, the SGB is entering into a legally binding agreement with **sportscotland**. Please read the Terms and Conditions carefully. As with any legally binding agreement, **sportscotland** recommends that the SGB consults its solicitor or independent legal adviser before accepting the Investment.
- 4.5. Please arrange for the acceptance section below as indicated.

### 5. Investment Agreement Contents

The documents forming the Terms and Conditions are:

- This Letter;
- Appendix 1 - Standard Conditions of Investment;
- Appendix 2 - Funding Profile;
- Appendix 3 - Annual Targets and Specific Conditions of Investment; and
- Appendix 4 - The Published Long-Term Outputs

all of which are incorporated into and together form part of the Terms and Conditions.

I will be in contact with you to arrange a meeting to discuss the agreement in the near future.

Yours sincerely,

DocuSigned by:  
*Derek O'Riordan*  
251F628462A94EC...

Derek O’Riordan

Partnership Manager

For and on behalf of **sportscotland**

We **Mountaineering Scotland,,** hereby accept and agree to be bound by the terms of Agreement and confirm that the Nominated Bank Account information shown below is accurate, correct and complete.

Signed on behalf of <b>Mountaineering Scotland,</b>	
Name : Stuart Younie	Signature : <div>DocuSigned by: <i>Stuart Younie</i> 08C8D8FCA1A548A...</div>
Job Title: CEO	Date: 22-Apr-25   11:21:09 BST
Name: Fiona Kerr	Signature: <div>Signed by: <i>Fiona Kerr</i> 4D23CD80B2F04A0...</div>
Job Title: Office administrator	Date: 24-Apr-25   10:45:10 BST
Bank Account Number:	06017401
Sort Code:	80-16-84

Investment Agreement	<ul style="list-style-type: none"><li>• Signed by 2 suitably qualified persons</li><li>• Bank Account details section confirmed</li></ul>
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**THIS IS APPENDIX 1 REFERRED TO IN THE FOREGOING LETTER BETWEEN SPORTSCOTLAND, AND Mountaineering Scotland (SGB) DATED: 16/04/2025**

**Appendix 1  
Standard Conditions of Investment**

**1 Other defined terms**

Unless otherwise defined in the Particulars above, the following terms shall have the following meanings throughout the Terms and Conditions:

<b>“Business Day”</b>	means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Edinburgh or Glasgow in Scotland and concludes at 5 pm on that day;
<b>“Data Protection Laws”</b>	means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the UK’s Information Commissioner or other relevant regulatory authority applicable to a party;
<b>“Intellectual Property Rights”</b>	means all patents, copyrights and design rights (whether registered or not and including any trademarks) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions;

<b>“Know-How”</b>	means information, data, know-how or experience whether patentable or not and including any technical and commercial information relating to research, design, development, manufacture, use or sale;
<b>“Investment Outputs”</b>	means targets agreed to be achieved by the SGB in return for financial investment from <b>sportscotland</b> . Investment Outputs can be defined as “Long-Term Outputs”, covering up to four years, or “Annual Targets” covering one year.
<b>“Nominated Bank Account”</b>	means the SGB’s nominated bank/building society account for payment of the Investment shown in the Letter (as notified by the SGB to <b>sportscotland</b> in Writing).
<b>“Parties” and “Party”</b>	means the SGB and/or <b>sportscotland</b> (as applicable);
<b>“Personal Data Breach”</b>	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data.
<b>“Progress Tracker”</b>	means standardised documentation used to monitor SGB investment spend, progress against agreed Investment Outputs, and recording any significant changes to SGB policies, processes and development audit recommendations.
<b>“SGB Contact”</b>	Stuart Younie
<b>“sportscotland Contact”</b>	means Derek O’Riordan;
<b>“SGB Plan”</b>	means an SGB’s Strategic Plan, or an SGB’s Annual Business Plan, or equivalent document, approved by <b>sportscotland</b> ;
<b>“Writing” or “Written”</b>	means a communication in any form which is capable of comprehension by ordinary visual means, including by post and e-mail.

## 2 Interpretation

2.1 In the Terms and Conditions, unless the context otherwise requires:

- 2.1.1 any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms;
- 2.1.2 a reference to a “condition” is to a condition in the Appendices to the Terms and Conditions, and a reference to a “clause” is to a clause of the Letter (at the start of this document);
- 2.1.3 the terms “controller”, “personal data”, and “processing” shall each have the meaning given to it in Data Protection Laws;
- 2.1.4 words in the singular shall include the plural and, in the plural, shall include the singular;
- 2.1.5 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 2.1.6 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 2.1.7 a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 2.1.8 an obligation on a Party not to do something includes an obligation not to allow that thing to be done; and
- 2.1.9 a reference to the Terms and Conditions or any other agreement or document referred to in the Terms and Conditions is a reference to them as amended by the Parties (in each case, other than in breach of the provisions of the Terms and Conditions) from time to time.

### 3 Purpose

- 3.1 **sportscotland**’s Investment must be used solely for the purposes pertaining to the achievement of the Long-Term Outputs as agreed with **sportscotland** through the strategic review process.
- 3.2 Any changes to the agreed SGB Plan must be discussed and agreed in Writing with **sportscotland** through the Partnership Manager for the SGB before implementation. Email exchanges between the SGB and the **sportscotland** Partnership Manager for the SGB will suffice as confirmation of agreement in Writing for any changes to the agreed SGB Plan.
- 3.3 The SGB shall not use the Investment:

- 3.3.1 to undertake political campaigning or political activity;
  - 3.3.2 to pay for any core costs or overheads which are not related to the activity set out in Appendices 3 and 4;
  - 3.3.3 to make any payments which contravene the Bribery Act 2010 or would contravene the Bribery Act 2010 if such payment had been made by **sportscotland**;
  - 3.3.4 for any purposes or activities which are unlawful in Scotland (or any other part of Great Britain); and
  - 3.3.5 to make any payment to any Director(s) of the SGB (including by salary or fees or receive any remuneration or other benefit in money or monies worth from the SGB in respect of their holding office as a Director) without the prior Written agreement of **sportscotland**.
- 3.4 Any liabilities of the SGB arising including any redundancy liabilities for staff employed by SGB must be managed and paid for by the SGB using other resources of the SGB. There will be no additional Investment available from **sportscotland** for this purpose.

#### **4 Approval and Payment of Investment to the SGB**

- 4.1 Payment of Investment is:
  - 4.1.1 determined by agreement of outputs, the achievement of previous targets and subsequent progress through the **sportscotland** panel process;
  - 4.1.2 made in accordance with the **sportscotland** 'Investment into SGBs and LAs' (amended from time to time); made against a current Strategic Plan and / or Annual Business Plan for
  - 4.1.3 subject to **sportscotland** having the sufficient resources available from the Scottish Government and National Lottery to meet the payment of the Investment;
- 4.2 Full details of the amount allocated to each of the Investment Categories are in Appendix 2. The Investment detailed in Appendix 2 will not be increased under any circumstances.
- 4.3 Payment of the Investment will be made in two instalments as follows:
  - 4.3.1 The first payment of the Investment which shall comprise of 50% of the Investment will be made on:
    - 4.3.1.1 receipt of the appropriately signed principal copy of this Investment Agreement; and
    - 4.3.1.2 authorisation by the **sportscotland** Partnership Manager for the SGB.
  - 4.3.2 The second payment of the Investment which shall compromise of the remaining 50% of the Investment will be made on receipt of the updated six-monthly Progress Tracker

detailed in Condition 5.2.2 below completed by the SGB to **sportscotland**'s satisfaction and authorisation by the **sportscotland** Partnership Manager for the SGB.

4.4 For the avoidance of doubt, sportscotland shall reserve the right to change or amend the number of instalments by which the Investment will be paid out to the SGB. This may ultimately lead to a reduction of the second payment (as referenced in Condition 4.3.2) of the Investment, if:

4.4.1 there is increased risk around the SGB, for example including but not limited to fraud;

4.4.2 the SGB has not met its Investment Outputs; or

4.4.3 the full Investment is no longer required by the SGB.

4.5 The SGB acknowledge that the Conditions 4.4.1-4.4.3 (inclusive) does not constitute an exhaustive list.

4.6 Whilst making every effort to do so, agreement by **sportscotland** to pay the Investment does not guarantee that the processing and settlement of payment will meet the SGB's financial and contractual obligations relating to due dates for payment. The SGB should therefore ensure that it has sufficient funds available to settle all financial and contractual obligations as they arise.

4.7 **sportscotland** reserves the right to recover from the SGB any underspend of the Investment during the 2025/2026 financial year.

4.7.1 Specifically, any Investment which is not utilised by the SGB for the purposes pertaining to the achievement of the Long-Term Outputs as agreed with **sportscotland** through the strategic review process, must be declared by the SGB in the Annual Progress Tracker including but not limited to vacancies in **sportscotland** funded posts.

4.7.2 For the avoidance of doubt, **sportscotland** will submit an invoice to the SGB for any Investment not utilised by the SGB as detailed in Condition 4.7.1 above for payment by the SGB within thirty Business Days of receipt of the invoice.

4.8 The SGB shall promptly notify **sportscotland** in Writing and repay within five Working Days to **sportscotland** any money incorrectly paid to the SGB by **sportscotland** either as a result of an administrative error or otherwise. This includes situations where either an incorrect sum of money has been paid or where Investment have been paid in error before all conditions attaching to the Investment have been fulfilled.

## 5 Monitoring, Financial Records and Corporate Governance

5.1 The Investment will be subject to monitoring by **sportscotland** and/or its nominated representatives at all times.

5.2 The SGB shall:



- 5.2.1 keep full, proper, and up to date books, accounts and records and any other relevant documentation (including but not limited to invoices) which demonstrates how the Investment has been spent in accordance with the Terms and Conditions. At the request of **sportscotland**, the SGB must make this documentation available to **sportscotland** and/or its nominated representatives for monitoring, inspection and copying at all reasonable times for 6 years from the end of the financial year to which the records relate;
- 5.2.2 complete and provide **sportscotland** with a copy of the Progress Tracker Form every six months, detailing the extent to which targets against which the Investment has been given have been met;
- 5.2.3 carry out an appropriate certification of its annual accounts. A signed copy of the certified/audited accounts must be submitted to **sportscotland's** Partnership Manager for the SGB no later than 14 days after the SGB's Annual General Meeting or six months after its financial year end (whichever is the earlier);
- 5.2.4 promptly provide such information about the expenditure of the Investment as **sportscotland** reasonably requests, including in order to prepare or file any accounts to meet **sportscotland's** regulatory obligations; and
- 5.2.5 comply with all applicable statutory requirements as regards accounts, audit or examination of accounts, annual reports, confirmation statements and annual returns.
- 5.3 External auditors may be appointed by **sportscotland** at its absolute sole discretion to carry out a Development Audit of the SGB in order to establish the SGB's level of assurance.
  - 5.3.1 As a minimum, if the report generated by the external auditor indicates that the SGB's level of assurance is below the minimum standard of 'Satisfactory (with comments)', or the equivalent standard as amended from time to time, **sportscotland** will identify areas for change/development as recommended within the audit report.
  - 5.3.2 The SGB must provide such reports, data and information as **sportscotland** may reasonably to demonstrate that the SGB has addressed the areas identified for change/development in accordance with Condition 5.3.1 above to **sportscotland's** satisfaction within the timescales stipulated by **sportscotland**.

## 6 Governance, Ethical and Equitable Practice

- 6.1 The SGB must be able to demonstrate a commitment to continually improving practice in line with the SGB Governance Framework (as amended from time to time) and demonstrate a number of good governance, ethical and equitable practices during the period of the Terms and Conditions. The SGB shall:
  - 6.1.1 show sound corporate governance and demonstrate a level of assurance as detailed in the Scottish Governing Body Development Audits Policy (as amended from time to

time) and any other similar guidelines or policies issued by **sportscotland** from time to time;

6.1.2 adhere to the twelve principles of SGB good governance as detailed in the SGB Governance Framework (as amended from time to time) ;

6.1.3 introduce, implement and enforce the following policies and processes: -

6.1.3.1 Safeguarding Policy and adherence to the Standards for Child Wellbeing and Protection in Sport (the “Standards”);

6.1.3.2 Protection of Vulnerable Groups (“PVG Checks”). Specifically, the SGB must ensure that the appropriate procedure for the implementation of PVG Checks across the SGB members and clubs is being carried out and the SGB can report on it;

6.1.3.3 Equality Policy. Specifically the SGB must demonstrate that it is committed to making progress towards delivering on the SGBs equality action plan and engaging with the SGB Learning and Development Programme embedding Equality, Diversity and Inclusion in all areas of the SGB’s operations business; and

6.1.3.4 Anti-corruption Sports Betting Policy.

6.1.4 The SGB shall comply with the UK National Anti-Doping Policy at all times.

6.1.5 The SGB shall comply with the reporting requirements as set out in the Progress Tracker and provide such other reports, data and information as **sportscotland** may reasonably require in respect of the SGB’s compliance with Conditions 6.1.3.1-6.1.3.5 of this Appendix 1.

6.1.6 For the procurement of goods and services which affects a specific area of the Investment, the SGB will carry out a fair tendering process, which should result in a sustainable contract being awarded and ensure that value for money is achieved.

## 7 Other Monitoring and Reporting Requirements

7.1 The SGB shall comply with any other reporting requirements and provide such other reports, data and information as **sportscotland** may reasonably require.

7.2 During the period of the Terms and Conditions, the SGB shall:

7.2.1 on request, provide **sportscotland** with such reports, data, information, explanations and documents as **sportscotland** may reasonably require in order for **sportscotland** to establish that the Investment has been used properly in accordance with the Terms and Conditions, and that there is ongoing compliance with the Terms and Conditions;

7.2.2 promptly notify **sportscotland** in Writing of any instances of attempted, suspected or proven fraud or bribery; and

- 7.2.3 promptly inform **sportscotland** in Writing of any expected, pending or actual disputes or complaints by or against the SGB, and litigation by or against the SGB which could impact the investment.

## 8 Recruitment

- 8.1 **sportscotland** reserves the right to be involved in the recruitment process of any employee of the SGB who is to be in part or fully funded by **sportscotland** in respect of the Investment. In such a circumstance the SGB will:
  - 8.1.1 submit to **sportscotland** not less than four weeks before the date of advertisement, a copy of the job description for the post for approval by **sportscotland**;
  - 8.1.2 invite representatives from **sportscotland** to be involved in the short-listing process and interviews for appointment;
  - 8.1.3 submit to **sportscotland** not less than four weeks before the formal appointment, details of the salary and terms and conditions of employment for the post for approval by **sportscotland**; and
- 8.2 repeat the recruitment process described in Conditions 8.1.1-8.1.3 of this Appendix 1 should the post become vacant at any stage during the period of the Terms and Conditions.
- 8.3 The SGB will also be required to notify and consult **sportscotland** prior to the appointment of any senior or strategic posts and any staffing restructure of any employee of the SGB that has an impact on the SGB Investment.

## 9 Fair Work First Commitment

- 9.1 The Applicant must demonstrate, prior to accessing the Award, that it has adopted the following Fair Work First criteria:
  - 9.1.1 The Applicant (and any supply chain organisations indirectly in receipt of the Award) must pay its workforce, (including apprentices, UK based employees aged over 16, UK based staff engaged in delivering Award funded activity such as agency staff or subcontractors), at least the Real Living Wage; and
  - 9.1.2 The Applicant must ensure that its workforce, including agency workers, have access to effective voice channel(s); and
  - 9.1.3 Voice channel must exist at both collective and individual levels and the Applicant should be able to evidence this, unless the applicant has 20 or fewer workers, where only genuine and effective individual voice required.
  - 9.1.4 The Applicant (and any supply chain organisations indirectly in receipt of the Award) is required to include a short statement on its website highlighting its commitment to

advancing the Fair Work First Criteria, agreed jointly by the Applicant and an appropriate trade union or workers' representative.

- 9.2 Further to Condition 9.1, it is encourages that the Applicant adopt the following Fair Work First criteria:-

9.2.1 Investment in Workforce Development;

9.2.2 No inappropriate use of zero hours contracts;

9.2.3 Action to tackle the gender pay gap and a more diverse and inclusive workplace;

9.2.4 Offer flexible and family friendly working practices for all workers from day one of employment; and

9.2.5 Oppose the use of fire and rehire practice.

- 9.3 If the Applicant's Fair Work First situation changes when applying for any new grants, it is their responsibility to inform sportscotland and provide updated evidence as soon as is practicable.

- 9.4 Applicants should provide evidence of any limited exceptions to the Real Living Wage criteria they have received from the Scottish Government. Following the receipt of satisfactory evidence, there will be no need to apply for another exemption on the grounds of RLW for the 2024/25 period.

- 9.5 By signing this Agreement, the Applicant is verifying the applicant's Fair Work First commitment and confirming the Fair Work First Commitment has been developed in agreement with the Applicant workforce.

## 10 Prevention of Modern Slavery

The SGB shall be committed to preventing slavery and human trafficking where possible and practical, seeking to minimise the associated risks of modern slavery in the course of its activities.

## 11 Liability/Insurance/Indemnity

- 11.1 For the avoidance of doubt, **sportscotland** is a party to the Terms and Conditions for the purpose of protecting the Investment and ensuring that it is used for the purposes stipulated therein. Both Parties accept by their execution hereof that **sportscotland** does not assume any of the obligations or liabilities contained within the Terms and Conditions and **sportscotland** will not, at any time, be liable to any person in relation to any matter arising from the Terms and Conditions (including the payment of the Investment) and will not be liable to the SGB for any loss or damage arising directly or indirectly as a result of **sportscotland's** compliance with the Terms and Conditions.

- 11.2 The SGB agrees to indemnify fully and keep fully indemnified **sportscotland** from and against all costs (including reasonable legal costs), claims, demands, liabilities, expenses, damages or losses arising out of or in connection with the SGB's negligence, default or breach of the

Terms and Conditions and shall accordingly maintain in force during the full term of the Terms and Conditions full and comprehensive insurance policies necessary to cover all associated risks under the Terms and Conditions including but not limited to employers' and public liability cover. The SGB shall when required exhibit to **sportscotland** evidence of such insurance to **sportscotland's** satisfaction.

- 11.3 In particular, the SGB shall be fully responsible and liable (and **sportscotland** shall to no extent be responsible or liable), financially and otherwise, for all liabilities, expenditure, claims, demands, actions, costs, expenses, losses and damages arising out of or in relation to:

11.3.1 any non-payment or non-receipt of the Investment on any due date;

11.3.2 any use (or misuse) of the Investment; and

11.3.3 the occurrence of any event set out in Conditions 18.1.1-18.1.11 of this Appendix.

- 11.4 Nothing in the Terms and Conditions shall exclude or limit either party's liability for death or personal injury caused by a party's negligence the negligence of its employees or agents or for fraudulent misrepresentation or any other liability that cannot be excluded or limited by applicable law.

## 12 Freedom of information

- 12.1 The SGB acknowledges that as a public body, **sportscotland** is subject to the requirements of the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004 (collectively the "FOI Laws") and may be obliged to disclose any information (including the Terms and Conditions and ancillary Written documentation) it holds on a particular topic when requested to do so by a person or body in certain circumstances without consulting the SGB or following consultation with the SGB and having taken their views into account.

- 12.2 The SGB further acknowledges that, notwithstanding any other provision in the Terms and Conditions, **sportscotland** shall be responsible for determining in its absolute sole discretion whether any information is exempt from disclosure in accordance with the provisions of the FOI Laws.

## 13 Confidentiality

- 13.1 Each party shall, during the period of the Terms and Conditions and thereafter, keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Terms and Conditions and shall not disclose the same to any person, save to the extent necessary to perform its obligations in accordance with the terms of the Terms and Conditions or save as expressly authorised in Writing by the other Party.

- 13.2 The obligation of confidentiality contained in this Condition 12 shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How, or other business, technical or commercial information which:

- 13.2.1 at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain, other than by breach of the Terms and Conditions by the receiving party;
- 13.2.2 is already known to the receiving party as evidenced in Writing at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party under any obligations of confidence; or
- 13.3 is at any time after the Acceptance Date acquired by the receiving Party from a third party having the right to disclose the same to the receiving Party without breach of the obligations owed by that Party to the disclosing Party.

## 14 Data Protection

- 14.1 The Parties expect that the personal data shared between the Parties in connection with the Terms and Conditions will be limited. Where personal data is shared between the Parties each Party agrees to:
  - 14.1.1 comply with the Data Protection Laws;
  - 14.1.2 work together in good faith to ensure that the individuals whose personal data are shared in connection with the Terms and Conditions have been provided with the relevant transparency information required under the Data Protection Laws (including information about the Parties' respective roles);
  - 14.1.3 work together to ensure individuals are able to access their rights under the Data Protection Laws and should any request be made by an individual in connection with the Terms and Conditions to exercise a right/rights under the Data Protection Laws, any such request will be dealt with by the Party who receives the request. The other Party will provide such assistance as is reasonably requested by the Party in receipt; and
  - 14.1.4 promptly upon becoming aware, and in any case within 24 hours, notify the other Party in Writing of any incident or breach involving personal data that is likely to impact the other Party. In the event of such a notification, the Parties shall work together in good faith to mitigate any negative impact.
  - 14.1.5 Ensure that the personal data shared between the Parties in connection with the Terms and Conditions have appropriate technical and organisational measures to ensure appropriate security of the personal data and safeguard against a Personal Data Breach.
- 14.2 Notwithstanding the above, the SGB acknowledges and agrees that **sportscotland** may share the content of the Terms and Conditions with **sportscotland's** funders, successor organisations, group companies and professional advisors.

## 15 Fraud

15.1 The SGB must take whatever action is necessary to comply with the Bribery Act 2010 and minimise the risk of fraud and notify **sportscotland** immediately of any instances of attempted, suspected or proven fraud which will include:

15.1.1 suspected completion of the application of any documents submitted as part of the investment process fraudulently, incorrectly or misleadingly in any particular aspect;

15.1.2 suspected fraudulent act(s), including fraudulent act(s) committed through negligence, by anyone, in relation to the Investment at any time during the period of the Terms of the Conditions; and

15.1.3 the SGB or anyone acting on the SGB's behalf having provided any materially misleading or inaccurate information to **sportscotland** in connection with the Investment and/or the payment of the Investment in any material respect, or it comes to light that the information provided by the SGB to **sportscotland** prior to the Acceptance Date was materially misleading or inaccurate.

## 16 Assignment

16.1 The SGB may not, without **sportscotland**'s prior Written consent, assign, license, sub-contract or otherwise transfer any of its rights or obligations under the Terms and Conditions without the prior Written consent of **sportscotland**.

16.2 **sportscotland** may, by notice in Writing to the SGB, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of the Terms and Conditions.

## 17 Costs

Each Party shall pay its own costs incurred in connection with the negotiation, preparation, execution and implementation of the Terms and Conditions and any documents referred to in it.

## 18 Termination and Effects of Termination

18.1 **sportscotland** may terminate the Terms and Conditions with immediate effect and without any compensation or damages due to the SGB, by **sportscotland** giving notice in Writing to the SGB to that effect, if: -

18.1.1 the SGB is in material breach of any of the terms of the Terms and Conditions (and if such a breach is remediable) fails to remedy that breach within 30 Business Days of being notified in Writing by **sportscotland** of the breach or such longer time as may be agreed by **sportscotland** in Writing in its absolute sole discretion;

18.1.2 the SGB ceases or threatens to cease trade, is declared bankrupt, compounds or enters into a composition arrangement with its creditors or passes a resolution for winding up or is subject to a winding up or administration order or if a receiver, administrator receiver or liquidator is appointed in respect of any of its business and assets;

- 18.1.3 the SGB (including anyone acting on behalf of the SGB) commits an act that is deemed by **sportscotland** to be so serious that the continuation of the Terms and Conditions cannot be permitted;
- 18.1.4 the SGB (including anyone acting on behalf of the SGB) conducts itself in a manner which, in the reasonable opinion of **sportscotland**, brings or is likely to bring **sportscotland** into disrepute;
- 18.1.5 the SGB uses any of the Investment for purposes other than those for which it has been awarded;
- 18.1.6 the SGB has not been used in accordance with all statutory or other regulatory requirements;
- 18.1.7 the SGB breaches any of the conditions set out in Condition 13 of this Appendix 1 relating to Fraud;
- 18.1.8 the SGB breaches any of the conditions set out in Condition 20 of this Appendix 1 relating to Attribution;
- 18.1.9 the SGB fails to submit the information detailed in Conditions 5 (Monitoring, Financial Records and Corporate Governance), 6 (Governance, Ethical and Equitable Practice) and 7 (Other Monitoring and Reporting Requirements) of this Appendix 1;
- 18.1.10 the SGB fails to remedy the areas identified for change/development in accordance with Conditions 5.2.1 and 5.2.2 of this Appendix 1 to **sportscotland's** satisfaction within the timescales stipulated by **sportscotland**; or
- 18.1.11 if there is a change in ownership or the legal identity of the SGB or any other change which in the opinion of **sportscotland** is unlikely to fulfil the purpose of which the payment of the Investment was originally made at any time throughout the duration of the Terms and Conditions.

## 19 Survival

- 19.1 Upon termination or expiry of the Terms and Conditions, any provision of the Terms and Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Terms and Conditions shall remain in full force and effect.
- 19.2 Termination or expiry of the Terms and Conditions shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Terms and Conditions which existed at or before the date of termination or expiry.
- 19.3 For the avoidance of doubt, should the Terms and Conditions expire or be terminated, any obligations of the SGB (and provisions of the Terms and Conditions pertaining to such obligations) which remain unfulfilled shall remain in force, together with any rights of **sportscotland** under the Terms and Conditions which might reasonably be exercised by **sportscotland** to ensure the Investment is properly applied.



## 20 Attribution

- 20.1 The SGB shall acknowledge the Investment all in accordance with **sportscotland**'s branding and attribution checklist and brand guidelines, both available through the **sportscotland** Partnership Manager: -
- 20.1.1 the use of **sportscotland** logos across all media and communications platforms, on facility signage, equipment and clothing, stationery, annual reports, websites, Investment related publications and event publicity; and
- 20.1.2 references to the Investment in news releases and media interviews undertaken by any employee of the SGB.
- 20.2 The SGB will work with **sportscotland** to communicate key messages and provide appropriate attribution at agreed times and events, in recognition of the support being offered through the Investment.
- 20.3 The SGB distributors and recipients of The National Lottery investment through **sportscotland** will do their utmost to proactively and genuinely acknowledge the support they receive from The National Lottery, on and offline, and through engagement with relevant National Lottery campaigns. The SGBs will help drive awareness that playing The National Lottery helps to fund sport in Scotland.
- 20.4 The SGB acknowledges that **sportscotland** may publish details of the Investment.
- 20.5 The SGB shall within a reasonable period of time before the event inform **sportscotland** of any Investment related special ceremonies or announcements that are to take place in order that arrangements might be made for the Chair, or a representative, of **sportscotland** to participate. No media activity, including social media activity, will be initiated by the SGB without prior consultation between the SGB and **sportscotland**.

## 21 Meetings

- 21.1 **sportscotland** and/or its nominated representative will have the opportunity to attend all relevant meetings held by the SGB in an observer capacity including but not limited to Council/Board Meetings, AGMs and/or EGMs.
- 21.2 As an observer **sportscotland** and/or its nominated representative will undertake to keep themselves abreast of issues and opportunities affecting the SGB and input information into discussions that may assist the SGB. For the avoidance of doubt, **sportscotland** shall not, in its capacity as observer, assist in any decision making.
- 21.3 The SGB must provide the Partnership Manager for the SGB with a copy of the Agenda, Minutes and Papers for all relevant meetings including but not limited to Council/Board Meetings, AGMs and/or EGMs.

## 22 Escalation

- 22.1 If a dispute arises between the parties out of, or relating to, the Terms and Conditions, including any matter concerning termination of the Terms and Conditions and/or any rights and/or liabilities arising therefrom ("Dispute"), the party seeking to resolve the Dispute must

do so in accordance with the provisions of this Condition 22. Subject to Condition 33 (Governing Law) of this Appendix 1, compliance with the provisions of this Condition 22 is a condition precedent to seeking relief in any court or tribunal in respect of the Dispute.

- 22.2 During a Dispute, the SGB must continue to perform its obligations under the Terms and Conditions.
- 22.3 A party seeking to resolve the Dispute must notify the existence and nature of the Dispute to the other party ("Notification"). Upon receipt of the Notification, representatives of **sportscotland** and the SGB shall meet and endeavour to settle the dispute in an amicable manner through mutual consultation. If a satisfactory resolution cannot be reached within 10 days, then the issue will be escalated to the Sports Development Head at **sportscotland** and the equivalent at the SGB.
- 22.4 If the matter cannot be resolved between the Sports Development Head at **sportscotland** and the equivalent at the SGB within five Business Days, the matter will be referred to the Chief Executive Officer at **sportscotland** and the Chief Executive Officer or Chair at the SGB.
- 22.5 If the matter cannot be resolved between the Chief Executive Officer at **sportscotland** and the Chief Executive Officer or Chair at the SGB within three Business Days, either party can refer the matter to the courts in accordance with Condition 32 (Governing Law) of this Appendix 1.
- 22.6 This Condition 22 will not affect:-
- 22.6.1 **sportscotland's** right to terminate the Terms and Conditions pursuant to Condition 18 of this Appendix 1;
- 22.6.2 either party's right to seek interim interdict relief in a court of competent jurisdiction in accordance with Condition 32 (Governing Law) of this Appendix 1.

## 23 Waiver

No failure or delay by either Party to exercise any right or remedy provided under the Terms and Conditions or by law shall be construed as or constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 24 Rights and remedies

Except as expressly provided in the Terms and Conditions, rights and remedies provided under the Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

## 25 Severance

- 25.1 If any provision or part-provision of the Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Terms and Conditions.

- 25.2 If any provision or part-provision of the Terms and Conditions is deemed deleted under Condition 24 of this Appendix 1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **26 No Partnership or agency**

The Terms and Conditions shall not create any partnership or joint venture between the Parties, nor any relationship of principal and agent, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.

## **27 Notices**

Unless the Terms and Conditions expressly provide otherwise, all notices and other communications under the Terms and Conditions shall be in Writing and shall be deemed to have been duly given if personally delivered or mailed (first class postage prepaid) to the sportscotland Contact or the SGB Contact (as applicable) or otherwise notified in Writing. If personally delivered, all such communications shall be deemed to have been given when received (except that, if received on a non-Business Day or after 5pm on any Business Day, they shall be deemed received on the next Business Day) and, if mailed, all such communications shall be deemed to have been given and received on the second Business Day following such mailing.

## **28 Rights of third parties**

A person who is not a party to the agreement constituted by this document shall not be entitled to enforce any of its terms under the Contract (Third-Party Rights) (Scotland) Act 2017.

## **29 Variation and other material changes**

No variation of the Terms and Conditions shall be effective unless agreed in Writing and signed in manuscript by or on behalf of **sportscotland** and the SGB.

## **30 Entire Agreement**

The Terms and Conditions constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements and understandings between them, whether Written or oral, relating to its subject matter, but the SGB acknowledges that **sportscotland** has relied on the information provided to **sportscotland** by the SGB prior to the entry into of the Terms and Conditions and this Condition 31 shall not affect **sportscotland's** rights elsewhere in the Terms and Conditions.

## **31 Joint and several liability**

Where the SGB is neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign the Terms and Conditions on

behalf of the SGB shall be jointly and severally liable for its obligations and liabilities arising under the Terms and Conditions.

### **32 Governing Law**

The Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Scots law.

### **33 Jurisdiction**

Each Party irrevocably agrees that the Scottish courts shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms and Conditions or its subject matter or formation.

**THIS IS APPENDIX 2 REFERRED TO IN THE FOREGOING LETTER BETWEEN SPORTSCOTLAND, AND Mountaineering Scotland (SGB), DATED: 16/04/2025**

**Year Ending 31<sup>st</sup> March 2026**

**Purpose**

The purpose of this document to specify the Investment Categories, from the SGB's Plan, which **sportscotland** has agreed to fund.

<b>sportscotland Corporate Plan Category</b>	<b>Investment Category</b>	<b>Investment    £</b>
Effective Organisation		
	Staffing	£48,550
	Programme	£10,000
Development		
	Staffing	£202,916
	Programme	£13,000
<b>TOTAL</b>		<b>£274,466</b>

**THIS IS APPENDIX 3 REFERRED TO IN THE FOREGOING LETTER BETWEEN SPORTSCOTLAND, AND Mountaineering Scotland (SGB), DATED: 16/04/2025**

**Year Ending 31<sup>st</sup> March 2026**

**Purpose**

The purpose of this document is to specify the funded Annual Targets and Specific Conditions of Investment as agreed between **sportscotland** and the SGB

**Annual Targets**

**Effective Organisation Investment:**

- Continue to positively engage with the Moving to Inclusion Framework in 2025-26
- Amend the Articles of Association to enable the necessary reforms to the Mountaineering Scotland board by 30 September 2025

**Development (including Coaching) Investment:**

- Overall membership has grown to 15,878 (0.65%) by 31 March 2026
- Mountaineering Scotland have piloted their partnership framework with independent climbing walls and have 2 agreements in place by 31 March 2026
- A scoping review of the performance pathway is complete by 31 March 2026

**Specific Conditions of Investment**

- Address the outstanding actions within the Child Wellbeing and Protection in Sport Health Check by 30 Sept 2025

**THIS IS APPENDIX 4 REFERRED TO IN THE FOREGOING SGB INVESTMENT AGREEMENT BETWEEN SPORTSCOTLAND AND Mountaineering Scotland (SGB), DATED: 16/04/2025**

**Year Ending 31<sup>st</sup> March 2026**

**Purpose**

The purpose of this document is to specify the published Long-Term Outputs as agreed between sportscotland and the SGB, These outputs are for the period 2025 to 2029.

**Effective Organisation**

- Mountaineering Scotland are financially sustainable, posting a surplus in each financial year of the strategic plan by 31 March 2029
- Continue to engage positively with the Moving to Inclusion Framework

**Development**

- Membership has grown from 15,774 to 18,000 (12%) by 31 March 2029.
- 8 signed partnership agreements with independent climbing walls in place by 31 March 2029
- A coherent and integrated performance pathway is in place by 31 March 2029
- The sector is united behind a recognised and resourced Mountain Safety Strategy by 31 March 2027