

Template Letter of Offer and Agreement for Opportunities Fund

Date

Producer Name

Producer Address

Dear [Individual]

RE: “Title” SS Project Number []

We are pleased to confirm the offer by **SCOTTISH SCREEN ENTERPRISES LIMITED** incorporated under the Companies Act Registered Number: SC169527 having its registered office at 249 West George Street, Glasgow G2 4QE (“**SS**” which expression shall include its successors in title licensees and assigns), on the basis of your application for National Lottery Funding an award to the maximum of £XXXX [amount in words] towards the costs of attending the [name of Market/Festival and year] (“the Festival”) on the terms set out in this Letter of Offer and Agreement and subject to the Standard Conditions of SS Investment (“Standard Conditions”) which are attached hereto and included herein by reference.

This award will be counted in full under the State Aid De Minimis rules – the limit of which must not exceed €200,000 over a rolling three year period.

1. In accepting this offer you must undertake to provide SS with the following:
 - (i) Details of the project(s) you are taking to the Festival;
 - (ii) Detailed information of meetings scheduled during the Festival and confirmation that these meetings have taken place;
 - (iii) Evidence of your attendance at the Festival such as your festival and/or market accreditation or invitation;
 - (iv) Copies of all receipts as evidence of costs incurred in attending the Festival;
 - (v) A detailed report on your return from the Festival;
 - (vi) An updated Festival attendance budget, subject to approval by SS;
 - (vii) A signed declaration that the award will not exceed the [Company Name] De Minimis limit.

2. In accepting this offer you also acknowledge and accept that:
 - (i) SS will cover such costs as economy travel, accommodation costs, accreditation and per diems of £30 per day;
 - (ii) SS will not cover the cost of producing a print, DVD or other visual or marketing materials or any other items not set out in this Clause;
 - (iii) You are a representative of the Scottish screen industries at the above mentioned Market/Festival and as such you will represent SS and the wider Scottish screen industries in such a way as not to bring either into disrepute;

- (iv) SS's investment will only be made once all the conditions of this Offer Letter are met;
- (v) You, the applicant must submit an invoice for the full amount of SS's investment (which excludes VAT);
- (vi) Payment will be made by cheque or BACS.

As referenced in your Application Statement and under the rules of the Data Protection Act 1998 SS will retain the right to use the information provided by you in your festival and/or market report to inform future festival and market planning and as a source of information from which SS can advise or guide other SS industry professionals or emerging screen industry talent.

This offer is subject to the receipt of a signed copy of this Offer Letter. Once this has been received and all conditions of this offer are met we will be able to release the investment funds. Please note that if the conditions have not been satisfied 3 months from the date of the Offer Letter then the award will be withdrawn and funds reallocated to the Lottery Distribution Fund.

SS shall be entitled to assign the benefit and burden of this Agreement to any successor body or any other legally designated distributor of National Lottery Funds or any party delegated or appointed under the National Lottery etc. Act 1993 (as amended) and SS shall notify the key personnel in writing of such assignment.

Once SS has confirmed its Offer of Investment in writing (via email) SS have the right to publicise their Offer of Investment on the SS website, in E-Roughcuts and SS's hard copy publication Roughcuts.

The Producer shall not issue any press release nor make any public announcements regarding the Producer or SS's involvement in this transaction without the prior written approval of SS. SS shall not issue a press release regarding the Producer or SS's involvement in this transaction without the prior written approval of the Producer.

SS's announcement of their Offer of Investment does not place SS under any obligation to release funds until such time as all contractual negotiations are complete and SS's Conditions Precedent have been met and the Long Form Funding Agreement signed off.

Yours sincerely

Linda McClure
Head of Business Affairs

In signing this Letter I confirm that I have read and understood the Offer and the Standard Conditions of Investment attached hereto.

Agreed by

.....

The Applicant

.....

Dated

Standard Conditions of Scottish Screen Investment

If your application is successful, you will have to comply with the following Standard Conditions of Scottish Screen Investment ("Standard Conditions"). Please note that we may also add specific conditions to your particular Investment.

1. You must use the Investment for the project/activity you applied for and for the purpose set out in the approved application. At no time can you make any important changes to the project/activity described in the approved application without the written consent of Scottish Screen.
2. You cannot transfer the Investment to any other organisation without the written consent of Scottish Screen. Scottish Screen will only accept the industry practice of forming specific company vehicles to undertake a production where it is clear that the people who applied for the Investment are still those responsible and contractually committed to seeing the project/activity through to its delivery or completion
3. If there is an underspend on the project/activity you must return the appropriate share of the Investment to Scottish Screen.
4. You will be required to supply Scottish Screen with regular progress reports as required and with any further financial or other information that may be deemed necessary by Scottish Screen to monitor the Investment expenditure.

You will be required to comply with monitoring arrangements as required by Scottish Screen in relation to the project/activity and to provide Scottish Screen with any information it requires to establish that the project/activity has been completed properly in accordance with the Letter of Offer and Agreement.

5. The Investment may have to be repaid in full or in part if any of the Investment conditions are breached.
6. If there is a material change of purpose, ownership or organisation structure during the life of the project then Scottish Screen reserves the right to reconsider the application and you may be required to repay the Investment.
7. In addition to the above, and subject to the provisos below, the Investment shall become repayable and any future payments stopped where:
 - i) the organisation ceases to operate (unless it merges with, or is replaced by another body, which is able to fulfil the purposes of the investment to Scottish Screen's satisfaction);
 - ii) your organisation closes down or is declared bankrupt, goes into receivership or liquidation;

- iii) you fail to apply the Investment for the purposes for which it was intended.
 - iv) you do not complete the project/activity;
 - v) we discover that you gave incorrect, misleading or fraudulent information on your application form;
 - vi) where at any time during and in respect of completion of the project/activity or initiative, you have acted:
 - (1) fraudulently; or
 - (2) negligently, to the extent that in the opinion of Scottish Screen it has a material effect on the project or activity;
8. Scottish Screen can only guarantee to pay you the Investment if Scottish Screen continues to receive funds for this purpose;
9. If you overspend on the project/activity, you must let Scottish Screen know immediately. Scottish Screen cannot increase Investments which have already been offered and accepted. Any variation in the level of support would have to be supported by a robust case in a Supplementary Application and will be subject to re-assessment by Scottish Screen.
10. You cannot sell or give away assets which you bought with the Investment without the written permission of Scottish Screen. If you sell these assets, you must pay Scottish Screen an appropriate share of the money you receive for them.
11. Scottish Screen must have prior written approval of any mortgages or charges over the project/activity.