

[REDACTED])

From: [REDACTED]
Sent: 18 March 2020 10:49
To: [REDACTED]
Subject: FW: West Coast Tagging and Tracking: COVID 19 impact

[REDACTED]

Please see decision below regarding west coast AST work. I recognise that this does not involve REP, but REP is planning east coast acoustic and tagging work, with instrument deployment soon.

[REDACTED] advice is that the work can go ahead if we are content that the deployment can be accomplished, that the tagging can be accomplished, and that if we have to leave the instruments in the sea for 6 months it will not result in unacceptable financial losses.

Can you consider and respond please?

[REDACTED]

[REDACTED]
Marine Scotland Science
Scottish Government
Marine Laboratory
P O Box 101
375 Victoria Road
Aberdeen
AB11 9DB
[REDACTED]
[REDACTED]
e: email : [REDACTED]
w: <http://www.gov.scot/marinescotland>

From: [REDACTED]
Sent: 18 March 2020 10:21
To: [REDACTED]
Subject: FW: West Coast Tagging and Tracking: COVID 19 impact

From: [REDACTED]
Sent: 18 March 2020 10:07
To: [REDACTED]
Cc: [REDACTED]
Subject: West Coast Tagging and Tracking: COVID 19 impact

[REDACTED]

I raised the imminent 'go/no go decision' on the trilateral West Coast tagging and tracking project at DDs following our discussion yesterday. There was consensus that the project should be halted for a year, we had both a duty to our staff in the field and should not start something of such scale

which we could not finish (for both financial, reputational and broader scientific reasons). We agreed to pause the project and place the tags into storage until next year. We are prepared to manage fall out with AST but hope they will understand these are extraordinary times. I suggest you inform [REDACTED]

I propose you work with [REDACTED] to put a very short for info note to Ministers in advance of informing AST.

We will take a view on NEPS in due course, potentially when the national situation is a little clearer. I suggest we fix a date post Easter to decide.

[REDACTED]

[REDACTED]

Marine Laboratory, 375 Victoria Road, Aberdeen, AB11 9DB

Telephone: [REDACTED]



Marine Scotland Science: 'a world-class science asset for Scotland'

[REDACTED]

From: [REDACTED]
Sent: 05 March 2020 14:11
To: 'Atlantic Salmon Trust Administrator'
Subject: RE: MFF grant award

Thanks [REDACTED]

From: Atlantic Salmon Trust Administrator [REDACTED]
Sent: 05 March 2020 14:09
To: [REDACTED]
Subject: RE: MFF grant award

Hi [REDACTED]

I think we are just about ready to submit.
[REDACTED] just needs to cast his eye over everything.
It should be submitted online tomorrow but I will drop you a line to confirm when it has been done.

Kind Regards
[REDACTED]



[REDACTED]

[REDACTED]

Atlantic Salmon Trust
Battleby House
Bodgortan

Putting #WildSalmonFirst

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Registered Charity No. England 252742 & Scotland SCO 37902

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From: [REDACTED]
Sent: 28 February 2020 14:56
To: Atlantic Salmon Trust Administrator [REDACTED]
Subject: RE: MFF grant award

Thanks, I'll keep an eye out for the claim.

From: Atlantic Salmon Trust Administrator [REDACTED]
Sent: 28 February 2020 14:28
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: MFF grant award



[Redacted]

[Redacted]

Atlantic Salmon Trust
Battleby House
Redgorton

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From: [Redacted]
Sent: 28 February 2020 14:26
To: Atlantic Salmon Trust Administrator [Redacted]
Cc: [Redacted]
Subject: RE: MFF grant award

Thanks [Redacted] that's great.

[Redacted]

From: Atlantic Salmon Trust Administrator [Redacted]
Sent: 28 February 2020 14:24
To: [Redacted]
Cc: [Redacted]
Subject: RE: MFF grant award

Dear [Redacted]

I have been in communications with [Redacted]

The first claim will be submitted on Monday/Tuesday at the latest.

Kind Regards

[Redacted]



[Redacted]

Atlantic Salmon Trust
Battleby House
Dedgerton

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From [Redacted]
Sent: 28 February 2020 14:18
To: Atlantic Salmon Trust Administrator [Redacted]
Cc: [Redacted]
Subject: MFF grant award

Hello [Redacted]

Hope you're well, I just wanted to check the project is progressing well? You had aimed to make [Redacted] but so far we haven't received anything? Is the project still on track to complete by 31st March?

Thanks,
[Redacted]

*****Please note new address*****

Grants Team
Marine Scotland
Spur X1 Rm 11
Saughton house
Edinburgh
EH11 3XD
[Redacted]

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[Redacted]

From: [Redacted]
Sent: 20 March 2020 14:32
To: 'Atlantic Salmon Trust Administrator' [Redacted]
Subject: FW: MFF Grant

Hi [Redacted]

A related question to your email earlier - Is there was any delay with the MFF project due to the current situation, or will it be complete by the end of the month? [Redacted]

[Redacted]

[Redacted]

From: [Redacted]
Sent: 20 March 2020 12:29
To: Atlantic Salmon Trust Administrator [Redacted]
Subject: RE: MFF Grant

Hi [Redacted]

[Redacted]

[Redacted]

[Redacted]

From: Atlantic Salmon Trust Administrator [Redacted]
Sent: 20 March 2020 11:57
To: [Redacted]
Subject: MFF Grant

Dear [Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

Kind regards
[REDACTED]

Putting #WildSalmonFirst



Putting #WildSalmonFirst

[REDACTED]

[REDACTED]

Atlantic Salmon Trust
Battleby House
Redgorton

Company registered in England: Reg No. 904293
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marinescotland



Scottish Government
Riaghaltas na h-Alba
gov.scot



Mr Alan Wells
Fisheries Management Scotland
11 Rutland Square
Edinburgh
EH1 2AS

20 April 2020

Dear Alan

FISHERIES MANAGEMENT SCOTLAND: SCOTTISH GOVERNMENT FUNDING

Please find enclosed the offer of grant from the Scottish Ministers to Fisheries Management Scotland for the period 1st April 2020 to 31st March 2021.

Scottish Government budgets have currently been agreed up to 31st March 2021. Therefore, while it is the intention of Scottish Ministers to continue funding this 3-year project jointly with Crown Estate Scotland, funding beyond 31st March 2020 cannot be confirmed at this time.

In light of this please be advised that Fisheries Management Scotland should seek confirmation of funding beyond 31st March 2021 in the last quarter of the 2020-21 financial year.

Yours sincerely



Wild Salmon and Recreational Fisheries Team



Alan Wells
Fisheries Management Scotland
11 Rutland Square
Edinburgh
EH1 2AS

20 April 2020

Dear Alan

Offer of grant for the aquaculture and wild fish interaction project

The Scottish Ministers in exercise of their powers under the Budget (Scotland) Act 2019 hereby offer to give to Fisheries Management Scotland (“the Grantee”) a grant of up to £38,186.50 STERLING, payable over the financial year 1 April 2020 to 31 March 2021 in connection with aquaculture interaction project, which is more particularly described in Part 1 of Schedule 1 (“the Project”) and subject to the following terms and conditions:

1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in Schedule 4 shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.
- 1.5 This Agreement shall not be varied except by an instrument in writing signed by both parties.

2. Purposes of the Grant

- 2.1 The Grant is made to enable the Grantee to carry out the Project.

- 2.2 The Grant shall only be used for the purposes of the Project and for no other purpose whatsoever.
- 2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.
- 2.4 The main objectives/expected outcomes of the Grant are that:
- You consider steps that might promote fair working practices, including payment of the Living Wage as this relates to Fisheries Management Scotland's areas of responsibility;
 - You contribute to the achievement of a common understanding between aquaculture companies, Fisheries Management Scotland and relevant DSFBs and Fisheries Trusts on optimal approaches to managing and monitoring interactions between wild and farmed fish, at local and national level.
 - You contribute, on the basis of this common understanding, to a fruitful working relationships between aquaculture companies, the wild fisheries sector and regulators that enable sustainable development of the fish farming sector based on effective management of interactions between wild and farmed fish.
 - You contribute to the establishment of collaborative projects between the farmed fish and wild fisheries sectors.
- 2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are that you can demonstrate the following:
- that your policies, practices and procedures are consistent with promoting fair working practices including payment of the Living Wage;

for aquaculture and wild fish interactions engagement activities you:

- establish and maintain a strong working relationship and regular liaison with all relevant partners, including DSFBs and Fisheries Trusts, Scottish fish farming companies, Marine Scotland policy and science functions, Crown Estate Scotland, SEPA, SNH, Local Authorities, Scottish Salmon Producers Organisation and the British Trout Association.
- Support DSFBs and Fisheries Trusts in local engagement with fish farming companies at a farm management area level; and jointly identify local management priorities and projects which might be taken forward with fish farming companies on a collaborative basis.

for aquaculture and wild fish interactions development of protocol and guidance activities you

- Work with DSFBs and Fisheries Trusts, Marine Scotland and fish farming companies to develop and ensure delivery of protocols for monitoring and managing impacts on wild fish.
- Develop relevant guidance for DSFBs and Fisheries Trusts as required.

for aquaculture and wild fish interactions analysis of monitoring activities you

- Support DSFBs and Fisheries Trusts in analysis and collation of relevant monitoring data; in preparing reports and presenting findings at local and national meetings and in developing proposals for projects or funding relating to interactions.

2.6 The eligible costs for which the Grant can be claimed are:

- a) Your **policies, practices and procedures** are consistent with promoting fair working practices including payment of the Living Wage.

Amount: £0.00

- b) Your **engagement activities** as detailed in section 2.5 above.

Amount: £12,000

- c) Your **development of protocol activities** as detailed in section 2.5 above.

Amount: £12,000

- d) Your **analysis of monitoring activities** as detailed in section 2.5 above.

Amount: £14,186.5

2.7 The eligible costs exclude:

- Any Value Added Tax (VAT) reclaimable by the Grantee

3. Payment of Grant

3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of Schedule 1 attached.

3.2 The Grantee shall within 1 month following the end of each financial year in respect of which the Grant has been paid submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in Schedule 3. The statement shall be signed by the Grantee's Chair of the Board.

3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred or required by the Grantee in connection with the Project, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate

prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

- 3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year as set out in Schedule 1, unless otherwise agreed in writing by the Scottish Ministers.

4. Inspection and Information

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of quarterly and annual reports which will be received together with claims for Grant. Details shall include actual expenditure to date for each project compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.
- 4.2 Revisions to targets/milestones against which progress in achieving objectives/outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.
- 4.3 The Grantee shall, on completion of the Project, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project. Such a report shall include such statistical and other information relating to the impact of the Project as shall be required by the Scottish Ministers.
- 4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.
- 4.5 The Grantee shall keep and maintain for a period of 3 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
- 4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant.

- 4.7 The grantee shall immediately inform the Scottish Ministers of any change in its constitution for example, but not limited to, a change in status from one type of body corporate to another.

5. Confidentiality and Data Protection

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.
- 5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of Data Protection Laws are fulfilled in relation to the Project.
- 5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

6. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds during the lifetime of the asset. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

7. Publicity

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.

8. Intellectual Property Rights

- 8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.
- 8.2 The Grantee shall ensure that nothing contained in any materials produced or submitted to the Scottish Ministers by the Grantee or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of any third party copyright or intellectual property right and shall indemnify the Scottish Ministers against all actions, proceedings, claims and demands made by reason of any such infringement.

9. Default and Recovery etc. of Grant

- 9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:
 - 9.1.1 The Grantee commits a Default;
 - 9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;
 - 9.1.3 The Grantee fails to carry out the Project;
 - 9.1.4 In the Scottish Ministers' opinion, the progress on the Project is not satisfactory; or
 - 9.1.5 In the Scottish Ministers' opinion, the future of the Project is in jeopardy.
- 9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations under EU law Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time by the Commission of the European Union.
- 9.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:
 - 9.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which

would enable a court to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

- 9.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or
- 9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.
- 9.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 9.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.
- 9.5 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.
- 9.6 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 9.1 to 9.3 shall not be construed as a waiver of such right or remedy.

10. Assignation

The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of the Scottish Ministers.

11. Termination

The Agreement may be terminated by the Scottish Ministers giving not less than 3 months' notice in writing from the date of the notice being sent.

12. Corrupt Gifts and Payments of Commission

The Grantee shall ensure that its employees shall not breach the terms of the Bribery Act 2010 in relation to this or any other grant. The Grantee shall ensure that adequate controls are in place to prevent bribery.

13. Continuation of Conditions

13.1 These Conditions, except for Condition 6, shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Grant was paid.

13.2 Condition 6 shall continue to apply until the end of the period referred to in that Condition.

14. Compliance with the Law

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

15. Governing Law

This contract is governed by the Law of Scotland and the parties hereby prorogate to the exclusive jurisdiction of the Scottish Courts

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one copy of the offer of Grant and Schedules to me at Environmental Quality Division, 3 H(S) Victoria Quay, Edinburgh, EH6 6QQ. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely



Wild Salmon and Recreational Fisheries Team
20 April 2020

GRANT ACCEPTANCE

Aquaculture and wild fish interactions

On behalf of Fisheries Management Scotland I accept the foregoing offer of Grant by the Scottish Ministers dated 20 April 2020 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Fisheries Management Scotland is solvent. I confirm that I hold the relevant signing authority.

Signed: [REDACTED]

Chief Executive:

Print Name: ALAN WELLS

Position in Organisation of Person Signing: CHIEF EXECUTIVE

Date: 20 APRIL 2020

Place of Signing: [REDACTED]

Signed: [REDACTED]

Witness Name [REDACTED]

Address: [REDACTED]

Date: 20 APRIL 2020

Place of Signing: [REDACTED]

SCHEDULE 1

PART 1: THE PROJECT

Aquaculture and wild fish interactions

Fisheries Management Scotland is the representative body for Scotland's District Salmon Fishery Boards, Rivers and Fisheries Trusts and the River Tweed Commission. The aquaculture and wild fish interactions project (the project) is a 3-year project which will support Fisheries Management Scotland's members in developing and maintaining positive and professional engagement with the aquaculture industry at a local level. The project will support fisheries managers in efforts to manage interactions between farmed and wild salmonid fish, with the aim of restoring and enhancing wild salmonid populations. The project will facilitate engagement with the aquaculture industry to support the production of environmental management plans (or successor arrangements) and monitoring strategies to understand and manage any local impacts on wild salmonid fish.

The primary aim of the project is to improve the current level of liaison and collaborative working between wild fisheries managers (DSFBs and Fisheries Trusts) and the Scottish finfish aquaculture industry. Current and possible future changes to the approach to regulation of the finfish sector present an opportunity to develop and maintain a much stronger degree of positive engagement, particularly in relation to environmental management plans (or successor arrangements) which are now a condition of all new and expanding farms.

Fisheries Management Scotland has established a Fish Farming Committee to inform policy and facilitate two-way communication between Fisheries Management Scotland and relevant DSFBs and Fisheries Trusts. The project will ensure that Fisheries Management Scotland members are supported in their local engagement and will develop guidance and advice where required.

Key desired outcomes for this project will be:

- Achievement of a common understanding between aquaculture companies, Fisheries Management Scotland and relevant DSFBs and Fisheries Trusts on optimal approaches to managing and monitoring interactions between wild and farmed fish, at local and national level.
- On the basis of this common understanding, fruitful working relationships between aquaculture companies, the wild fisheries sector and regulators that enable sustainable development of the fish farming sector based on effective management of interactions between wild and farmed fish.
- Achievement of collaborative projects between the farmed fish and wild fisheries sectors.

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £ 38,186.5 shall be payable by the Scottish Ministers to the Grantee half yearly in advance on receipt of a completed claim for Grant in the form set out in Schedule 2; together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
5. The total Grant shall be payable over the financial year 1 April 2020 to 31 March 2021. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
6. The Grantee shall provide a monthly profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
7. Each claim shall be for an amount equal to the estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Project until the next claim is due to be submitted.
8. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
9. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the Project having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 of receiving a claim and any required documentation and information relevant to the claim.
10. In order to facilitate the accrual of expenditure of the Grant for the financial year the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 17 April 2021 the amount of the Grant actually expended up to and including 31 March 2021.

SCHEDULE 2

GRANT CLAIM FORM

Aquaculture and wild fish interaction project

Organisation:

Fisheries Management Scotland
11 Rutland Square
Edinburgh
EH1 2AS

Bank details: «Name and address, sort code, account number»

Project: «Name/Description»

Total agreed grant for: 2020-21: £ 38,186.5

Latest forecast of expenditure of grant for: 2020-21: «Amount»

Grant claimed to date: «Amount»

«Unexpended grant»: «Amount» (*where grant is paid in advance*)

«**Estimate of grant required**» for the period from enter start date of quarter being claimed to enter end date of quarter being claimed: «Amount»

We hereby claim grant of «**£XX**» in respect of the above period in accordance with the terms and conditions of the offer of Grant dated [Click here to enter a date](#) and the Schedules attached thereto.

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that will be submitted at the end of the quarter being claimed for to substantiate each amount.

A	B	C	D
Item (as specified in Schedule 1)	Amount (£)	Paid Invoice [Y/N]	Other (please specify, e.g. certificate of payment in kind)

TOTAL*			

*** Note the total should add up to the total expenditure claimed for the period.**

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Fisheries Management Scotland – Aquaculture and wild fish interaction project

This is to confirm that the grant claimed by the Fisheries Management Scotland in relation to the above Project during the financial year ended 31 March 2021 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of the Fisheries Management Scotland.

Signed:

Name in block capitals:

Position:

Date:

SCHEDULE 4

DEFINITIONS

“Agreement” means the agreement constituted by the Scottish Ministers’ invitation to apply for a grant, the Grantee’s Application, these Conditions and the Grantee’s acceptance of these Conditions;

“Conditions” means these grant conditions;

“Data Protection Laws” means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

“Default” means:

- a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- c) Any breach of any legislation; or
- d) Any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents or representatives;

“Financial Year” means a period from 1 April in one year until 31 March in the next;

“Grant” means the grant offered by the Scottish Ministers to the Grantee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

“Grantee” means the person, organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the “Grantee” are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

“Intellectual Property Rights” means all rights of ownership, including all copyrights and other intellectual property rights in books, leaflets and other printed and published materials in whatever form produced as part of the Project by or on behalf of the Grantee including all reports and any such published materials stored in or made available by means of an information technology system and the computer software relating thereto and all patents, trademarks, registered designs and other rights in the nature of intellectual property;

“Project” means the purpose for which the Grant has been awarded as described in the Offer of Grant;

“Payment” means each of the payments specified in Schedule 1 hereto.

[REDACTED]

From: [REDACTED]
Sent: 19 March 2020 10:10
To: [REDACTED]; Cabinet Secretary for the Environment, Climate Change and Land Reform
Cc: Cabinet Secretary for Rural Economy and Tourism; Minister for Rural Affairs and the Natural Environment; DG Economy; Director of Marine Scotland Mailbox; [REDACTED]; [REDACTED]; Communications Rural Economy & Environment; [REDACTED]
Subject: RE: Update - West Coast Tagging and Tracking - COVID 19 impact

Thanks [REDACTED]

[REDACTED]
Special Advisor to the First Minister
Rural Economy and Connectivity
[REDACTED]

My working hours are now:
Mon, Tues, Thurs 9.30 – 4.30; Wed 8.30 -4.30
Fri 9 – 5 and working from home, [REDACTED]

Scottish Government
St Andrew's House, 2 Regent Road, Edinburgh, EH1 3DG
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From: [REDACTED]
Sent: 19 March 2020 09:47
To: [REDACTED] Secretary for the Environment, Climate Change and Land Reform <CabSecECCLR@gov.scot>
Cc: Cabinet Secretary for Rural Economy and Tourism <CabSecRET@gov.scot>; Minister for Rural Affairs and the Natural Environment <MinisterRANE@gov.scot>; DG Economy <DGEconomy@gov.scot>; Director of Marine Scotland Mailbox <Directormarinescotland@gov.scot>; [REDACTED]; [REDACTED]; Communications Rural Economy & Environment <CommunicationsRuralEconomy&Environment@gov.scot>; [REDACTED]
Subject: RE: Update - West Coast Tagging and Tracking - COVID 19 impact

[REDACTED]
Please see below response to your questions. [REDACTED] has also offered to speak with you directly to answer any further queries.
Thanks
[REDACTED]

Does this mean the funds do not become available for other uses?

The funds provided by SG in 2019/20 (£750k) have already been spent, largely on equipment (including tags and receivers). These are available for deployment during next year's smolt run, supporting the original objective, albeit slightly later. Therefore the SG funds are not available for other uses.

And will we need to fund this again next year?

Scottish Government will not have to dedicate funds to buying equipment for this project – that has already been covered through our original investment of £750k.

However, between them, the members of the consortium will need to enable fish tagging in 2021 and also secure ship-time to deploy and recover equipment from the sea. Some of the tagging costs would be covered by an existing Marine Scotland Science project. AST negotiated assistance from MOWI for deployments this year and we would hope that that arrangement can be rolled forward, we will also explore how we might assist. We will continue to work with AST and its partners to enable the delivery of the project in March 2021. There may be a small funding gap but we are hopeful that given that SG has already covered the most substantial cost involved in this project, and will make significant contributions in kind, any additional costs will largely be met by AST and industry assistance.

[Redacted] Wild Salmon and Recreational Fisheries | Scottish Government | Victoria Quay (Area 1B North)
Edinburgh EH6 6QQ | Scotland | UK | [Redacted]

From: [Redacted]
Sent: 18 March 2020 18:06
To: [Redacted] Cabinet Secretary for the Environment, Climate Change and Land Reform <CabSecECCLR@gov.scot>
Cc: Cabinet Secretary for Rural Economy and Tourism <CabSecRET@gov.scot>; Minister for Rural Affairs and the Natural Environment <MinisterRANE@gov.scot>; DG Economy <DGEconomy@gov.scot>; Director of Marine Scotland Mailbox <Directormarinescotland@gov.scot>; [Redacted]
[Redacted] Communications Rural Economy & Environment <CommunicationsRuralEconomy&Environment@gov.scot>; [Redacted]
Subject: RE: Update - West Coast Tagging and Tracking - COVID 19 impact

[Redacted]

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And will we need to fund this again next year?

[Redacted]
Special Advisor to the First Minister
Rural Economy and Connectivity
[Redacted]

My working hours are now:
Mon, Tues, Thurs 9.30 – 4.30; Wed 8.30 -4.30
Fri 9 – 5 and working from home, [Redacted]

Scottish Government

From: [REDACTED]
Sent: 18 March 2020 17:55
To: Cabinet Secretary for the Environment, Climate Change and Land Reform <CabSecECCLR@gov.scot>
Cc: Cabinet Secretary for Rural Economy and Tourism <CabSecRET@gov.scot>; Minister for Rural Affairs and the Natural Environment <MinisterRANE@gov.scot>; DG Economy <DGEconomy@gov.scot>; Director of Marine Scotland Mailbox <Directormarinescotland@gov.scot>; [REDACTED]
[REDACTED]
[REDACTED] Communications Rural Economy & Environment
<CommunicationsRuralEconomy&Environment@gov.scot>; [REDACTED]
Subject: Update - West Coast Tagging and Tracking - COVID 19 impact

PS/Cabinet Secretary for the Environment, Climate Change and Land Reform

This note provides an important update on the West Coast Tracking Project.

Marine Scotland, the Atlantic Salmon Trust (AST) and Fisheries Management Scotland (FMS) are currently working in partnership on an new research project to track smolt migration at the West coast of Scotland. The Scottish Government has made available £750k to the AST, which you announced in January. The funds provided by Scottish Government have largely been used to buy the expensive equipment required for the project. Additional funds from the AST cover planning, administration and deployment of the equipment, in which staff from MS, AST and the local Fishery Boards and Trusts are scheduled to be involved.

MS has now assessed the risk and benefits of proceeding with the project in light of COVID-19. We have concluded that the work is not critical and that it is not proportionate to expose staff to unnecessary risks of catching and spreading the virus. We also believe that there are operational risks of not being able to complete the work, and hence losing equipment and compromising scientific value. **Therefore, we have decided to call for a pause on the project with a view to recommencing in spring 2021 when the next salmon smolt run will occur.**

Presentation

The project is of critical importance as it provides evidence on the behaviour of smolt during migration. It is important to note that we are not planning a permanent suspension, but rather a tactical pause. We will liaise closely with FMS and AST to minimise negative consequences. The AST stands to lose funds that they have already promised to local Fisheries Boards and Trusts for their help with the fieldwork. They may take a different view on risks and seek to continue the project without input from Marine Scotland staff. Given that the AST are planning to deploy receivers from next Sunday we will contact them very soon.

[REDACTED], Marine Scotland Science
[REDACTED], Wild Salmon and Recreational Fisheries

From: [REDACTED] behalf of Cabinet Secretary for the Environment, Climate Change and Land Reform
Sent: 25 March 2020 17:39
To: Cunningham R (Roseanna), MSP
Cc: Cabinet Secretary for the Environment, Climate Change and Land Reform
Subject: FW: Update - West Coast Tagging and Tracking - COVID 19 impact

Please note below a summary of a number of emails received in recent days in relation to West Coast tagging and Tracking and the impact of Covid-19. I have removed the “conversation” parts of the emails so you can see the facts and updates from officials.

[REDACTED] | Private Secretary to Roseanna Cunningham MSP | Cabinet Secretary for Environment, Climate Change and Land Reform | Scottish Government | [REDACTED] | cabsececlr@gov.scot

All e-mails and attachments sent by a Ministerial Private Office to any other official on behalf of a Minister relating to a decision, request or comment made by a Minister, or a note of a Ministerial meeting, must be filed appropriately by the recipient. Private Offices do not keep official records of such e-mails or attachments.

Scottish Ministers, Special advisers and the Permanent Secretary are covered by the terms of the Lobbying (Scotland) Act 2016. See www.lobbying.scot |

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Further to the above (dated 20/03/20):

Marine Scotland Science (MSS) has now discussed the impacts of the COVID-19 situation with the lead project partner, the Atlantic Salmon Trust (AST). The AST were informed that MSS decided not to expose staff to further risks, and wanted to postpone the start of the project until spring 2021. However, the AST opted to progress the project without the contribution from SG staff to the fieldwork (catching and tagging smolts).

This means that the project is proceeding. We now do not expect any stakeholder or media interest.

██████████, Marine Scotland Science
██████████, Wild Salmon and Recreational Fisheries

██████████ | Wild Salmon and Recreational Fisheries | Scottish Government | Victoria Quay (Area 1B North)
Edinburgh EH6 6QQ | Scotland | UK ██████████

[REDACTED]

From: [REDACTED] on behalf of Cabinet Secretary for the Environment, Climate Change and Land Reform
Sent: 25 March 2020 18:25
To: [REDACTED] Cabinet Secretary for the Environment, Climate Change and Land Reform
Cc: Cabinet Secretary for Rural Economy and Tourism; Minister for Rural Affairs and the Natural Environment; DG Economy; Director of Marine Scotland Mailbox; [REDACTED]
[REDACTED] Communications
Rural Economy & Environment; [REDACTED]
Subject: RE: Update - West Coast Tagging and Tracking - COVID 19 impact

[REDACTED]

Ms Cunningham has noted this and the other updates.

Thanks

[REDACTED]

[REDACTED] | Private Secretary to Roseanna Cunningham MSP | Cabinet Secretary for Environment, Climate Change and Land Reform | Scottish Government | [REDACTED] | cabsececlr@gov.scot

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From: [REDACTED]
Sent: 20 March 2020 17:20
To: Cabinet Secretary for the Environment, Climate Change and Land Reform <CabSecECCLR@gov.scot>
Cc: Cabinet Secretary for Rural Economy and Tourism <CabSecRET@gov.scot>; Minister for Rural Affairs and the Natural Environment <MinisterRANE@gov.scot>; DG Economy <DGEconomy@gov.scot>; Director of Marine Scotland Mailbox <Directormarinescotland@gov.scot>; [REDACTED]
[REDACTED] Communications Rural Economy & Environment <CommunicationsRuralEconomy&Environment@gov.scot>; [REDACTED]
Subject: RE: Update - West Coast Tagging and Tracking - COVID 19 impact

Further to the earlier update:

Marine Scotland Science (MSS) has now discussed the impacts of the COVID-19 situation with the lead project partner, the Atlantic Salmon Trust (AST). The AST were informed that MSS decided not to expose staff to further risks, and wanted to postpone the start of the project until spring 2021. However, the AST opted to progress the project without the contribution from SG staff to the fieldwork (catching and tagging smolts).

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[Redacted]

[Redacted] | Wild Salmon and Recreational Fisheries | Scottish Government | Victoria Quay (Area 1B North) | Edinburgh EH6 6QQ | Scotland | UK | [Redacted]

From: [Redacted]
Sent: 19 March 2020 10:10
To: [Redacted] Cabinet Secretary for the Environment, Climate Change and Land Reform <CabSecECCLR@gov.scot>
Cc: Cabinet Secretary for Rural Economy and Tourism <CabSecRET@gov.scot>; Minister for Rural Affairs and the Natural Environment <MinisterRANE@gov.scot>; DG Economy <DGEconomy@gov.scot>; Director of Marine Scotland Mailbox <Directormarinescotland@gov.scot>; [Redacted]
[Redacted] Communications Rural Economy & Environment <CommunicationsRuralEconomy&Environment@gov.scot>; [Redacted]
Subject: RE: Update - West Coast Tagging and Tracking - COVID 19 impact

Thanks [Redacted]

[Redacted]
Special Advisor to the First Minister
Rural Economy and Connectivity
[Redacted]

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From: [Redacted]
Sent: 19 March 2020 09:47
To: [Redacted]; Cabinet Secretary for the Environment, Climate Change and Land Reform <CabSecECCLR@gov.scot>
Cc: Cabinet Secretary for Rural Economy and Tourism <CabSecRET@gov.scot>; Minister for Rural Affairs and the Natural Environment <MinisterRANE@gov.scot>; DG Economy <DGEconomy@gov.scot>; Director of Marine Scotland Mailbox <Directormarinescotland@gov.scot>; [Redacted]
[Redacted] ommunications Rural Economy & Environment <CommunicationsRuralEconomy&Environment@gov.scot>; [Redacted]

[REDACTED]
Subject: RE: Update - West Coast Tagging and Tracking - COVID 19 impact

[REDACTED]
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[REDACTED] | Wild Salmon and Recreational Fisheries | Scottish Government | Victoria Quay (Area 1B North)
Edinburgh EH6 6QQ | Scotland | UK | [REDACTED]

From: [REDACTED]

Sent: 18 March 2020 18:06

To: [REDACTED] Cabinet Secretary for the Environment, Climate Change and Land Reform <CabSecECCLR@gov.scot>

Cc: Cabinet Secretary for Rural Economy and Tourism <CabSecRET@gov.scot>; Minister for Rural Affairs and the Natural Environment <MinisterRANE@gov.scot>; DG Economy <DGEconomy@gov.scot>; Director of Marine Scotland Mailbox <Directormarinescotland@gov.scot>; [REDACTED]

[REDACTED]
[REDACTED]; Communications Rural Economy & Environment <CommunicationsRuralEconomy&Environment@gov.scot>; [REDACTED]

Subject: RE: Update - West Coast Tagging and Tracking - COVID 19 impact
[REDACTED]

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[REDACTED]
Special Advisor to the First Minister
Rural Economy and Connectivity
[REDACTED]

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From: [REDACTED]

Sent: 18 March 2020 17:55

To: Cabinet Secretary for the Environment, Climate Change and Land Reform <CabSecECCLR@gov.scot>

Cc: Cabinet Secretary for Rural Economy and Tourism <CabSecRET@gov.scot>; Minister for Rural Affairs and the Natural Environment <MinisterRANE@gov.scot>; DG Economy <DGEconomy@gov.scot>; Director of Marine Scotland Mailbox <Directormarinescotland@gov.scot>; [REDACTED]

[REDACTED]; Communications Rural Economy & Environment

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