The Skills Development Scotland Co. Limited

Oil & Gas Transition Training Fund Expansion 2026/27

Applicant Terms and Conditions

The Oil and Gas Transition Training Fund Expansion 2026/27, is delivered by The Skills Development Scotland Co. Ltd ("SDS") on behalf of the Scottish Government and the UK Government's Office for Clean Energy Jobs (OCEJ) to develop targeted Clean/Sustainable Energy training in Scotland.

SDS provide funding under the Oil & Gas Transition Training Fund Expansion 2026/27 to assist individuals:-

- servicing the oil and gas industry sector in Scotland, and
- who have a demonstrable need to acquire new skills and/or learning for the purposes of obtaining work in the Clean/Sustainable Energy sector and/or the industries of wider decarbonisation of the economy, including life sciences, advanced manufacturing and defence

to undertake appropriate re-training.

The following terms that are used in these Applicant Terms and Conditions have the following meanings:-

"Applicant"	means the individual who is claiming funding for training under the Oil & Gas Transition Training Fund Expansion 2026/27;
"Application"	means the application (available on the OGTTF Website), that the Applicant completes and submits in accordance with SDS's instructions, in order to apply for the Oil & Gas Transition Training Fund Expansion 2026/27 funding;
"Clean/Sustainable Energy"	means (i) the clean/sustainable energy industry, and/or (ii) the industries of wider decarbonisation of the economy, advanced manufacturing, life sciences or defence (as defined in the Industrial Strategy Sector Definitions List - GOV.UK) which include roles in the following destination sectors: Offshore Wind; Onshore Wind; Solar; Clean Flexibility and Smart Systems; Electricity Networks; Hydrogen; Carbon Capture Utilisation and Storage; Long Duration Energy Storage; Greenhouse Gas Removals; Domestic and Non-Domestic Heat Pumps; Heat Networks; Biomethane; Energy Efficiency and Retrofit. Roles relating to the generation of nuclear power do not fall within the definition.

"Confirmed Training Provider"	means the provider of the Programme of Training referred to in an Application that is confirmed by SDS in any approval of an Application, in accordance with these terms and conditions;
"Contribution"	means the contribution of the Confirmed Training Provider costs of the Programme of Training that SDS has approved, and is inclusive of all applicable VAT, expenses and charges
"OGTTF Website"	means the web pages relating to the SDS Transition Training Fund Expansion 2026/27 programme available at https://transitiontrainingfund.scot
"Programme of Training"	means a programme of training that meets the requirements set out in condition 1.3, and which has been confirmed by SDS in accordance with these terms and conditions;
"SDS"	means The Skills Development Scotland Co. Ltd and its statutory successors whomsoever.

SDS reserves the right to amend these terms and conditions at any time. The applicable version at any point in time will be the version that is available on the OGTTF Website at that time.

Any reference to the words 'include' and 'including' in these terms and conditions shall be interpreted without limiting the meaning of any of the words set out before it.

1 Eligibility

An Applicant will be eligible for funding for a suitable Programme of Training to be provided by a Confirmed Training Provider if at the date of submission of the Application to SDS, the Applicant demonstrates to SDS's satisfaction that the following criteria are met in full:-

1.1 Residency and Right to Work in the UK

1.1.1 The Applicant has only one place of residence which is in within Scotland or, where the Applicant has more than one place of residence, their main place of residence is within Scotland (meaning that they reside for more days of each UK tax year at their residence in one of those local authority areas, than in any other place of residence); and

1.1.2 The Applicant has the right to live and work in the UK.

1.2 Eligible Workers

1.2.1 The Applicant is currently, or was recently, employed or self-employed, in a role servicing the oil and gas industry, where

a. a 'role servicing the oil and gas industry' means the Applicant is either:-

i. a direct worker: where the Applicant works (either as an employee or a self-employed contractor) for oil and gas operators (SIC codes 6 and 9.1; the

extraction of oil and gas, and support activities for petroleum and natural gas mining), or

ii. an indirect worker: where the Applicant works (either as an employee or a self-employed contractor) in one of the main supply chain roles/sectors set out in Annex A to these terms and conditions; and

b. 'recently' means the last date of the Applicant's employment (or contracted work as a self-employed contractor) within the role specified in condition 1.2.1 was no earlier than the date occurring 24 months before the date of the Applicant's submission of the Application to SDS. The only exception to this condition is as set out in Annex B to these terms and conditions, in respect of which SDS's decision will be final.

1.3 Programme of Training

1.3.1 As regards the Programme of Training:-

a. the Applicant has a demonstrable need to acquire the new skills and/or learning under the Programme of Training for the purposes of obtaining work in Clean/Sustainable Energy sector, and not just a need for certification (or re-certification) of existing skills and/or learning, and

b. the Programme of Training will significantly improve the Applicant's prospects of accessing jobs in Clean/Sustainable Energy sector and is a suitable, appropriate and achievable course of training given the Applicant's existing qualifications and work experience.

1.3.2 The Programme of Training is likely to lead to the Applicant getting a new job in Clean/Sustainable Energy sector and will enhance the Applicant's opportunity to transition into a new role in Clean/Sustainable Energy sector within a reasonably short period of time following completion of the training. Supporting evidence required by SDS includes details of the Programme of Training the Applicant proposes to undertake and the projected learning outcomes and relevant accreditation/certification to be achieved (if any).

1.3.3 The Programme of Training is selected by the Applicant with one specific career in mind only (and not multiple potential careers), with the Applicant evidencing their suitability for employment within their identified target career that will follow completion of their Programme of Training.

1.3.4 The Programme of Training will be undertaken in full by the Applicant within the UK, whether provided online or in person. Details of the manner and location of the training must be included with the Application.

1.3.5 The Programme of Training is SCQF rated, or where it is not SCQF rated, the Programme of Training is suitable and adequate to meet the Applicant's requirements and represents best value for money. For details of SCQF please see the Scottish Credit and Qualifications Framework website: https://scqf.org.uk

1.3.6 The Programme of Training has industry recognition within Clean/Sustainable Energy sector and/or is required by employers/contracting bodies to access Clean/Sustainable Energy roles, or where the training is more general in nature, the Programme of Training shall contribute materially to the Applicant's opportunity to transition into a new role in Clean/Sustainable Energy sector.

1.3.7 The Programme of Training shall be completed by the Applicant by 31 March 2027. An Applicant will be deemed to have completed a Programme of Training when they have completed all of the training and any work based learning comprised in the Programme of Training in accordance with the descriptions set out in the Application and the Confirmed Training Provider course materials, and undertaken all required assessments. Funding shall not be available in the event the Applicant does not, for any reason, complete the Programme of Training. Where Applicant attendance (whether in person or remotely) at any component of training is expected, and is not fulfilled by the Applicant, the Applicant will be deemed not to have completed the Programme of Training.

1.4 The Applicant shall require to submit such evidence supporting fulfilment of the eligibility criteria as SDS may specify (and/or additionally request) at any time. SDS shall be entitled to exercise its own discretion as to whether all required eligibility criteria are met, and its decision shall be final.

2 **Funding**

2.1 Funding is not available from SDS for any part(s) of the Programme of Training (i) that include(s) any mandatory training required for the Applicant's employment or (ii) where the Applicant's employer would ordinarily fund such part(s) of the Programme of Training (or similar training) .

2.2 For Programmes of Training, or parts of such Programmes of Training, that are not excluded from SDS funding under condition 2.1, the Applicant must provide evidence to SDS that the Applicant requested funding for the Programme of Training (or the relevant part of the Programme of Training, as applicable) in writing from the Applicant's employer, and that the Applicant's employer confirmed to the Applicant in writing (i) that it does not ordinarily fund the Programme of Training (or part of the Programme of Training (as applicable) and (ii) its refusal to fund the Programme of Training.

2.3 The Applicant must provide details of the funded training available from their employer and provide such additional evidence as SDS may request, and SDS will consider at SDS's entire discretion, whether to fund the Programme of Training requested.

2.4 An Applicant may submit an Application for partial funding of the Programme of Training by SDS. SDS has no liability for any balance of the full costs of the training, liability for which shall remain with the Applicant.

2.5 Funding provided by the Transition Training Fund Expansion 2026/27 covers course costs only, and SDS is not liable for any additional costs incurred due to travel/subsistence or otherwise, liability for which shall remain with the Applicant.

2.6 SDS shall not be liable for any of the costs of the Programme of Training where (i) the Applicant does not complete the Programme of Training for any reason and/or (ii) the Confirmed Training Provider fails to provide all the information required by SDS to confirm completion of the Programme of Training or to process any payment. This condition is not exhaustive, and SDS's rights to withhold payment under any other relevant provision are not affected. Applicants are reminded that they may require to

pay the Confirmed Training Provider directly where SDS is not required to pay the Confirmed Training Provider.

2.7 SDS must be satisfied that the costs of the Programme of Training applied for, and the Contribution requested provide appropriate value for money and do not exceed such cap per Applicant as SDS considers to be appropriate, having regard to the available budget and the objective of (i) optimising opportunities to all potential eligible Applicants and (ii) ensuring the availability of appropriately skilled workers in Clean/Sustainable Energy.

2.8 In the event that the Confirmed Training Provider whether prior to or after any SDS approval of the Application:-

2.8.1 undertakes activities that are likely to bring the reputation of SDS or the Transition Training Fund Expansion 2026/27 into disrepute;

2.8.2 provides or has at any time provided SDS with any materially misleading or inaccurate information;

2.8.3 commits or has committed a Prohibited Act meaning:-

a. offering, giving or agreeing to give any gift or consideration of any kind as an inducement or reward for:

i. doing or not doing (or for having done or not having done) any act in relation to the obtaining of funding or performance of activities relating to the Transition Training Fund Expansion 2026/27 or any other contract or programme with SDS; or

ii. showing or not showing favour or disfavour to any person in relation to the Transition Training Fund Expansion 2026/27 or any other programme or contract with SDS;

b. entering into arrangements relating to the Transition Training Fund Expansion 2026/27 where a commission has been paid or has been agreed to be paid by them or on their behalf, or to their knowledge;

c. committing any offence:

(i) under the Bribery Act;

(ii) under legislation creating offences in respect of fraudulent acts; or

(iii) at common law in respect of fraudulent acts in relation to the Transition Training Fund Expansion 2026/27 or any other contract or programme with SDS; or

(iv) defrauding or attempting to defraud or conspiring to defraud SDS.

2.8.4 commits or has committed a breach of any civil or criminal law applicable to them or any member of the governing body (including without limitation the directors or trustees), employee, sub-contractor, volunteer or representative of yours has (a) acted dishonestly or negligently at any time and directly or indirectly in relation to the Transition Training Fund Expansion 2026/27 or (b) conducted themselves in a manner which, in SDS's opinion brings or is likely to bring SDS's reputation or the Transition Training Fund Expansion 2026/27's reputation into disrepute;

2.8.5 ceases to operate for any reason;

2.8.6 goes into administration, is liquidated or is made bankrupt, or some similar order is made;

2.8.7 undergoes a change of control in its ownership and SDS has not consented to such change of control and considers it will be materially detrimental to the

Transition Training Fund Expansion 2026/27 or the provision of the Approved Programme of Training learning;

2.8.8 is found to have received double funding of the Contribution (or part of the Contribution) from any source; or

2.8.9 is otherwise found at any time to have been in breach of its obligations to SDS under the terms of payment SDS has agreed with the Confirmed Training Provider

SDS shall be entitled to withdraw the funding offer with immediate effect and shall not be liable for any Applicant costs or liabilities.

2.9 Funding is not available to:-

2.9.1 any individual who has received funded training under the Oil and Gas Transition Training Fund pilot during the period 1 April 2025 and 31 March 2026, or

2.9.2 any individual who has received funded training under the Transition Training Fund Expansion 2026/27

and in the event that it is discovered at any time that an Application has been submitted in contravention of this restriction, SDS shall be entitled to withdraw any approval it may have confirmed in relation to such Application, withdraw funding in relation to such Application and/or to require the Applicant to reimburse SDS immediately on demand for any costs incurred and payments made by SDS in relation to the Application.

3 Applications

3.1 Applications are subject to available funding, and SDS may open and close the funded programme at any time, details of which will be available on the OGTTF Website. Submission of an Application whilst the funding programme remains open for applications does not guarantee that funding will be available for each Application received, even if all of the eligibility criteria are fulfilled. Applications will not be considered complete until all required information and supporting evidence that SDS may request has been received by SDS. SDS shall consider Applications for approval in the order of complete Applications received. Applicants can request support to complete an Application by contacting 0808 100 1855 or visiting a local SDS Centre.

3.2 SDS may request such additional evidence to support an Application, and/or request clarification on any aspect of an Application as it sees fit, or reject an Application where insufficient supporting evidence has been provided by the Applicant.

3.3 Contents and evidence submitted in support of any Application shall be assessed entirely at SDS's sole discretion.

4 Approval of Application

4.1 Once an Application has been approved, SDS will intimate to the Applicant if the Application has been successful or otherwise. Where successful, the intimation will set out details of the confirmed Programme of Training, the Contribution that has been approved and the Confirmed Training Provider(s) who will provide the Programme(s) of Training.

4.2 Where the Programme of Training consists of two or more elements to be provided by different Confirmed Training Providers ("Multiple Element Training"), SDS may give separate intimations in respect of each element.

4.3 **FOLLOWING APPROVAL OF AN APPLICATION, THE CONFIRMED TRAINING PROVIDER SHALL REQUIRE TO SUBMIT SUCH INFORMATION AS SDS SHALL REQUEST DIRECTLY FROM THE CONFIRMED TRAINING PROVIDER, TO SATISFY SDS THAT THE CONFIRMED TRAINING PROVIDER MEETS ALL OF SDS'S REQUIREMENTS AS A RECIPIENT OF PUBLIC FUNDS. WHERE THE CONFIRMED TRAINING PROVIDER FAILS TO SATISFY SDS IN THIS REGARD, ANY FUNDING AWARD WILL BE WITHDRAWN, AND SDS SHALL NOT BE LIABLE FOR PAYMENT OF ANY FUNDING, NOTWITHSTANDING ANY BOOKING OR TRAINING THAT MAY HAVE OCCURRED**.

5 Programme of Training Milestones

5.1 Booking Training

5.1.1 The Applicant shall, within 14 days of intimation of approval by SDS, require to book the Programme of Training with the Confirmed Training Provider (or in the case of Multiple Element Training, each element of the Programme of Training) including the dates for the start and completion of each element of the Programme of Training and confirm all of those dates to such SDS contact as SDS shall advise. (The booked dates of training must meet the commencement and completion requirements set out in these terms and conditions.) Failure to make bookings in accordance with the requirements in these terms and conditions and/or to provide such confirmation to SDS will entitle SDS to cancel its approval of the Application and withdraw the offer of funding. SDS may agree in writing to an extension of one further month to book the Programme of Training in exceptional circumstances.

5.1.2 Applicants are reminded that any contractual arrangement (which may include any booking arrangement) between the Applicant and the Confirmed Training Provider is a direct arrangement between the Applicant and the Confirmed Training Provider, and SDS is not a party to that arrangement, and is not liable for the terms of that arrangement. As such, the Applicant may have direct duties and liabilities to the Confirmed Training Provider under the terms of that arrangement, including liability to pay for any services, including the Programme of Training, where SDS is not responsible for payment. This would include, for example, any liability under the arrangement the Applicant has with the Confirmed Training Provider, to pay any charges or other costs arising (i) in respect of non attendance by the Applicant at any booked training for any reason, (ii) in respect of the Confirmed Training Provider being unable or unwilling for any reason to rearrange any date(s) the Confirmed Training Provider and the Applicant have confirmed for the Applicant's attendance at the Programme of Training, (iii) in respect of training booked by the Applicant that does not match the training information provided by the

Applicant to SDS, (iv) notwithstanding the occurrence of any of the scenarios set out in condition 2.8, (v) the failure of the Confirmed Training Provider to satisfy SDS that it meets all of SDS's requirements as a recipient of public funds as referred to in condition 4.3 and/or (v) notwithstanding any failure by the Confirmed Training Provider to provide satisfactory evidence to SDS of the Applicant's completion of the Programme of Training. These examples are not exhaustive and it is for the Applicant to satisfy themself as regards any terms and conditions (and implications for the Applicant arising from any terms and conditions) that the Applicant may agree directly with the Confirmed Training Provider.

5.2 Commencement of Training

5.2.1 The Applicant shall commence the Programme of Training within 1 month of booking the training in accordance with condition 5.1.

5.2.2 If the Programme of Training is not available within 1 month from the date of booking, the Applicant must commence the Programme of Training at the next available start date, such date being subject to written approval by SDS.

5.2.3 In the event that a Confirmed Training Provider cancels a Programme of Training, SDS may at its sole discretion grant an extension of a further 1 month to allow the Applicant to identify another Confirmed Training Provider to deliver the same course, and to book and commence the course.

5.2.4 Failure by an Applicant to commence the Programme(s) of Training within the applicable timescales set out in this condition 5.2 will entitle SDS to cancel approval and withdraw the offer of funding.

5.2.5 This condition 5.2 does not negate the requirement to complete a Programme of Training (including all Multiple Elements of Training, as applicable) in accordance with condition 1.3.7.

5.3 Arrangements for Training

5.3.1 The Applicant shall make all practical arrangements with the Confirmed Training Provider to undergo each Programme of Training. The Applicant shall notify SDS in accordance with such process as SDS shall advise, of the date on which the training has started, such date being in accordance with the timescales set out in condition 5.2.

5.4 Completion of Training and Payment

5.4.1 On completion of each Programme of Training the Applicant shall promptly notify SDS of the fact and provide SDS with the learning outcomes achieved and any relevant certification in accordance with such process as SDS shall advise.

5.4.2 The programme of Training must be completed in accordance with condition 1.3.7.

5.4.3 On receipt of notification from the Applicant of the information referred to in condition 5.4.1, SDS shall request confirmation from the Confirmed Training Provider, of the date the Applicant completed the Programme of Training,

together with such additional information (including evidence) as SDS may reasonably request to enable SDS to satisfy themselves that the Applicant duly completed the Programme of Training in accordance with the approved Application. Provided the information appears to SDS to be satisfactory, SDS shall pay the Contribution to the Confirmed Training Provider within 28 days of receipt of all the requested information.

5.4.4 SDS shall not be liable for payment of the Contribution to the Confirmed Training Provider unless and until conditions 5.4.1 and 5.4.3 are fulfilled. Applicants are reminded of their liability to the Confirmed Training Provider as referred to in condition 5.1.2.

5.5 Follow up

5.5.1 To enable SDS to evaluate the impact of the Transition Training Fund Expansion 2026/27 the Applicant shall:-

a. ensure that for the period of three years following the completion of each Programme of Training, the Applicant shall keep SDS updated with any and all changes to the Applicant's contact details (email address, telephone number and home address) by emailing such SDS address as SDS advises with the updated information; and

b. provide SDS with information regarding the Applicant's work experience following the Programme of Training and co-operate in any evaluation surveys concerning the Oil and Gas Transition Training Fund Expansion 2026/27 being conducted by or on behalf of SDS.

5.5.2 For the purposes of Equality monitoring, the Applicant may be requested to complete an SDS questionnaire.

6 Data Protection

6.1 SDS shall comply with all data protection legislation applicable in the UK. Full details of how SDS will use Applicant personal data are available on the Transition Training Fund Expansion 2026/27 privacy notice, available on the privacy pages of the SDS website (or the website of any successor body to SDS that may take over responsibility for the Transition Training Fund Expansion 2026/27).

7 SDS Right of Recovery

7.1 **If the Applicant supplies inaccurate or misleading information relating to their Application and/or associated training (including information concerning their eligibility, the Programme of Training, their course attendance and/or course outcomes, or the required funding for the Programme of Training), SDS shall be entitled to withdraw approval of the Application, withdraw funding and to require the Applicant to reimburse SDS immediately on demand for any costs incurred and payments made by SDS in relation to the Application and any subsequent training.**

7.2 **If the information provided by a Confirmed Training Provider to SDS in relation to condition 5.4.3 is found to be inaccurate, insufficient or misleading, SDS reserves the right to require the Applicant to reimburse SDS immediately on**

demand for any costs incurred and payments made by SDS in relation to the Application and any subsequent training.

7.3 **Payment of the Contribution to the Confirmed Training Provider (or any part of the Contribution) does not mean that SDS has satisfied themselves that the supporting evidence relating to the invoice or claim for payment is authentic, accurate or suitable, and SDS reserves its rights to require the Applicant to reimburse SDS immediately on demand for any costs incurred and payments made by SDS in relation to the Application and any subsequent training.**

8 Novation

8.1 In the event that SDS confirms in writing to the Applicant that any agreement the Applicant has at any time with SDS in relation such Application (or any part of any such agreement) requires to transfer to the Scottish Funding Council for the purposes of the Tertiary Education and Training (Funding and Governance) (Scotland) Act 2025, the Applicant hereby consents to the novation of such agreement (or, as applicable, such part of the agreement as SDS specifies) to the Scottish Funding Council with effect from such date as SDS shall specify. Without prejudice to the foregoing, if SDS requests, the Applicant shall promptly enter in a written novation agreement to that effect.

8.2 Without prejudice to condition 8.1, SDS may otherwise assign, novate or otherwise dispose of our rights and obligations under any agreement the Applicant has at any time with SDS in relation such Application, in whole or in part to (i) another public sector body (including any other body established by the Crown or under statute in order to substantially perform any of the functions that had previously been performed by SDS) or (ii) any private sector body that substantially performs SDS's functions, provided that such assignation, novation or other disposal shall not increase the burden of the Applicant's obligations under the agreement. If requested by SDS, the Applicant shall enter into a novation agreement, as soon as reasonably practicable after SDS's request, with SDS and the relevant entity, in such form as SDS shall reasonably specify in order to transfer SDS's rights and obligations under the agreement to such entity.

9 Applicable Law

9.1 These terms and conditions, and any Application submitted to SDS and award of funding made, are governed by and interpreted according to Scots law and are subject to the jurisdiction of the Scottish courts.

10 Complaints

10.1 There is no appeal process. Any complaint should be addressed in accordance with SDS's Complaints process, details of which are available on the Complaints pages of the SDS website (or the website of any successor body to SDS that may take over responsibility for the Transition Training Fund Expansion 2026/27).

Annex A: oil and gas main supply chain sectors

Supply Chain Sector
Mining Support
Machinery and Equipment
Financial Services
Repair and maintenance
O&G extraction, metal ores and other
Employment Services
Fabricated metal
Water transport
Rental and leading services
Architectural services etc.
Air transport
Construction
Computer services
Iron and Steel
Other*

*Other includes legal activities, computer, coke, petroleum and petrochemicals, head office and consulting.

Annex B: Exceptions process for people returning to work

SDS wishes to support those returning to the workforce after a career break, which may occur for a variety of reasons, and as such exceptions can be made on a case by case basis.

Potential reasons for careers breaks that could result in an exception include, but is not necessarily limited to:

- Caring responsibilities (childcare, dependent family member)
- Illness
- Disability
- Injury

Applicants must engage with the Confirmed Training Provider to develop a case relevant to the Programme of Training in the context of the Applicants' skills, experience, aspirations and current job market.

Applicants must provide such information as is set out in the Application process. SDS's decision on whether to grant an exception to the requirement set out in condition 1.2.1b is entirely at SDS's discretion.