

Public Attitudes Survey Vehicle



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Social Research

The Scottish Government
July 2008

1. Introduction

- 1.1 The Scottish Government wishes to commission a Public Attitudes Survey vehicle. This will:
- 1) meet the Government's need for 'core' public attitudes data on attitudes to government and public services over three sweeps conducted annually and
 - 2) have the capacity to deliver additional bespoke modules to collect attitudinal data on specific policy priority areas.
- 1.2 This specification sets out the minimum requirement for the work. The duration of the contract is anticipated to be forty months, commencing in September 2008, and meet the requirement for public attitudes data collection in 2009, 2010 and 2011. There is a possibility that the contract will be extended for one year, if required.

2. Background

- 2.1 The Scottish Government has an ongoing requirement for high level, robust quantitative data on public attitudes to government and public services in Scotland. This requirement was met between 2004 and 2007 by the Scottish Social Attitudes Survey, in particular the 40 item 'core module'. All reports from the Core Module between 2004 and 2007 are available on the Scottish Government website. The report from the 2007 core module is available here: <http://www.scotland.gov.uk/Publications/2008/05/16095134/0>
- 2.2 This data has been a key source of evidence on how the public in Scotland view the government, public services and the impact of devolution. In addition, the survey has provided detailed attitudinal data on specific policy priority themes including homelessness, youth justice, discrimination, smoking and alcohol.
- 2.3 Office of the Chief Researcher conducted an internal review of the collection and use of attitudinal data across government. That review found an ongoing need for robust quantitative data on key core themes including trust in government (at UK and Scotland levels of governance); attitudes to key public services in Scotland; civic participation and civic engagement issues and subjective wellbeing in Scotland. There is existing time series data on these themes from the Scottish Social Attitudes Survey Core Module 2004-2007. The proposed survey vehicle should continue elements of this time series as required.
- 2.4 The review of attitudinal data also found an ongoing requirement across the Scottish Government for access to a high quality attitudes survey vehicle to run modules of questions on priority policy themes. The survey vehicle should, therefore, have the capacity to deliver bespoke modules on public attitudes in particular policy fields. There will be a maximum of two such additional modules in any one year of the contract.

3. Aims & Objectives

- 3.1 The **aim** of the survey is to produce robust, time-series quantitative data on public attitudes in Scotland to high level governance and priority policy issues.
- 3.2 At a minimum, the survey will produce a single core module of up to 40 questions on key themes which could include trust in government (at different levels of governance); measures of civic engagement and subjective wellbeing in Scotland. It is expected that a large part of the 2004-2007 Scottish Social Attitudes Survey Core Module will be repeated to ensure the continuation of the time series and enable understanding of changes in public attitudes in Scotland through time. The exact question wording of the core module (2004 and 2005) is available in the ESRC Question Bank entry on the Scottish Social Attitudes Survey:
<http://qb.soc.surrey.ac.uk/>
The 2007 Core Module included questions on subjective wellbeing for the first time. A copy of the questionnaire for the 2007 Core is attached in annex A.

Objectives

- 3.3 To meet the above aim the following are the objectives of the project:
- Finalise a sampling strategy, bearing in mind the requirement to be consistent with previous Scottish Social Attitudes Survey Core Module data collection
 - Develop and finalise the questionnaire for 3 sweeps of the Core Module;
 - Pilot the questionnaire, involving the SG project management team in any pilot debrief and discussions over question wording and order;
 - Conduct fieldwork to produce a nationally representative sample;
 - Conduct data analysis to identify key themes and relationships for exploration in the reporting phase;
 - Disseminate results. Analysis and reporting should make reference to the wider research literature on survey topics as appropriate.

4. Research Design/ Methodology

- 4.1 Tenderers are invited to set out how they will conduct this work in order to meet the aims and objectives above. Given the requirement to ensure the continuation of existing attitudinal time-series trends, it is expected that the research design and methodology will closely follow that taken to produce SSAS Core Module data.
- 4.2 The Core survey questionnaire size is expected to be 40 items. In addition, the survey should have the capacity to deliver additional similar sized modules (to a

maximum of 2 in any one year of fieldwork) in particular policy fields. (While it is highly likely that this additional capacity will be required over the course of the contract, there is, however, no guarantee that additional modules will be commissioned). These additional modules may be repeats of Scottish Government modules on the Scottish Social Attitudes Survey or brand new modules on emerging priority issues.

- 4.3 This will involve producing a random probability sample of the adult resident population in Scotland. The expected mode of administration is face-to-face. An achieved sample size of 1500-1600 is anticipated, commensurate with the sample size for the Core Module between 2004 and 2007. The sample should allow robust analysis by sub-groups and standard demographics. The survey data should also be capable of analysis by key equality strands including gender, age, disability, ethnicity, religion and social class.
- 4.4 Tenderers are required to detail how they would achieve the representative sample, including a description of the proposed sampling frame and discussion of sample stratification and clustering proposals for fieldwork efficiency purposes. Tenderers are invited to propose details on over-sampling in remote and rural areas to facilitate analysis by a rural/urban dimension.
- 4.5 The response rate for the Scottish Social Attitudes Survey since 1999 has varied between 55% and 65%. Tenderer are asked to set out, fully explain and justify what they expect the response rate to be for the survey and set out their proposed approach to ensure an acceptable response rate is achieved.
- 4.6 Evidence of how a field force *in Scotland* will be recruited and organised to carry out the interviews is expected in the tender. Interviewers should have at least basic Disclosure Scotland certificates and tenderers are required to provide information regarding this in the tender including detail on any associated costs.
- 4.7 Proposals on weighting the survey data to correct for sources of sample bias such as differential selection and non-response should be detailed.
- 4.8 There may be interest in following up survey respondents on particular themes and tenderers are invited to provide costed options on extending the research through qualitative follow ups of those respondents happy to be contacted for further research. This may, for example, be in the form of a series of focus groups to explore survey findings in more depth.
- 4.9 Consideration should also be given to any other equalities or rural issues that you deem relevant to the research, along with any ethical issues that you expect to arise in the conduct of the research.
- 4.10 Tenderers are required to detail how they would approach risk management, including the identification and management of risks specific to this project (see also paragraph 11.2 for standard contract conditions on risk and paragraph 13.1 below for more detail and table for risk assessment). Details of quality control and assurance processes are also expected in tenders – showing how

quality will be sustained from inception to publication. Information on how data will be securely stored and transferred is also required.

5. Research Outputs

5.1 Key outputs for the core survey will likely be

- 1) Annual Reports of key results with Executive Summaries (usual maximum 50 pages);
- 2).Research Findings summary reports (4 pages);
- 3) Technical Report with information on methodology (including sample design, weighting, fieldwork, response rates, full questionnaire, analysis variables, analysis techniques and topline results tables.

The detail of reporting format and content will be agreed with the project manager during the course of the project. The contractor should submit an electronic version of both the report and research summary by the dates specified. Should any additional modules of questions be required in any year of the contract, similar research outputs will be required on these modules.

5.2 All written reports must be prepared in a clear, accessible and concise manner, be submitted in a publishable standard and in the Scottish Government's Social Research house-style. Details of the required style are available on the following website: www.scotland.gov.uk/Topics/Research/Research/SR/CG

5.3 Tenderers should be aware that one or more drafts of reports are likely to be required before a final draft is agreed, and that they should allow for this in the timetable and costs they propose. Additionally, a presentation on study findings may be required both for the core survey and any additional modules required.

5.4 A full, cleaned dataset in SPSS with breakdowns of each question by standard demographic variables will also be required. This will enable further analysis and reporting by Scottish Government analysts if required.

6. Ownership & Publication of Outputs

The ownership of the research material including the final report and any data produced as a result of the research lies with the Scottish Ministers. The research will be published as part of the Scottish Government's Social Research Findings series, the date and format of which will be determined by the Scottish Government.

7. Responsibilities of the Service Provider

The contractor will be responsible for the design, fieldwork, data analysis and preparation of the final report to a standard agreed with the Scottish Government. It is the responsibility of the contractor to ensure that the proposed methodology does not contravene the provisions of the Data Protection Act 1998. Your tender should state:

1. Which (if any) professional codes of practice you will follow.
2. How you will address any ethical issues that are identified in the specification.
3. What other ethical issues you think are relevant, and how you would address them.

8. Project Management

- 8.1 The project will be managed by a team in the Office of the Chief Researcher who will be responsible for the day-to-day liaison with the contractor and for agreeing final versions of all research tools and outputs. The Project Director will be [REDACTED](telephone [REDACTED]; e-mail [REDACTED]) who will be responsible for overseeing cross office use of the survey and quality assurance on research instruments, conduct and outputs. The Project Manager for the Core Survey will be [REDACTED](telephone [REDACTED] or email [REDACTED]) who will be responsible for day-to-day project management of the core survey on attitudes to government. A Research Advisory Group for the core survey will be established to provide advice and guidance on the project and its dissemination activities.
- 8.2 Project Management arrangements for any required additional modules will be decided with the relevant Analytical Services Directorate in the Scottish Government. The Project Director will liaise with the relevant ASD to play a facilitative role in this process.

9. Timetable

- 9.1 It is anticipated that the study will be completed within 40 months, commencing in September 2008. The contractor must be in a position to begin the project by that date. The contract is expected to cover three sweeps of core data collection with fieldwork in 2009, 2010 and 2011.
- 9.2 A detailed research schedule will be agreed with the contractor, which will form part of the contract. The indicative timetable of year 1 of the contract is as follows:

◆ <i>Tenders submitted</i>	<i>26 August 2008</i>	
◆ <i>Contractor appointed</i>	<i>8 September 2008</i>	
◆ <i>Survey design and pilot</i>	<i>September – December 2008</i>	
◆ <i>Main fieldwork</i>	<i>Starts January 2008</i>	
◆ <i>Analysis</i>	<i>May 2008</i>	
◆ <i>Reporting and presentation of findings</i>		<i>July 2008</i>

Arrangements for additional modules will be discussed at the point of agreement.

10. Contract Price

10.1 Your tender price must cover liability for all costs including staff costs, attendance at meetings, equipment, access to data, any reimbursement of research participants, travel and subsistence, overheads, and participation in any dissemination of the research that is envisaged in the specification. Payments

will be phased and linked to the successful completion of key stages of the research. Tenderers liable for VAT on government-funded research projects should indicate this in their proposal. Full economic costs must be made.

10.2 Detailed costs of meeting the minimum requirement of the specification are required. This minimum requirement is for a 40 item core survey with a random probability sample nationally representative of the resident adult population in Scotland (expected size 1500-1600) conducted face-to-face. Component costs per extra additional module (similar size with same sample) on priority policy themes should also be detailed. A clear and transparent explanation of how the costs of the tender price have been arrived at is required. The table below under paragraph 14.1 (Guidance for Submitting a Tender) will assist in this process. Tenderers are also invited to propose costed options for extending the research through qualitative follow-up research with the sample.

11. Contract Conditions

11.1 The contract awarded will be governed by the standard contract conditions covering Scottish Government social research awards (SR/SC 01/2008/FEB), a copy of which is attached.

11.2. Tenderers should outline potential risks to the successful completion of the project within timescale and budget. These risks may be organisational or specific to the project. Tenderers should describe the risks, state what the likelihood is of their occurrence, describe what steps they will take to reduce that likelihood, and describe what measures they will take if the risks materialise. Risks described should include fire or flood. We would expect risk assessment to be fuller for high value or complex projects.

11.3. All information submitted in tenders to the Scottish Government (including the identity of tenderers) may need to be disclosed and/or published by the Scottish Government under the **Freedom of Information Act 2004**.

If you consider that any of the information included in your tender is commercially confidential, you should only show that information in an Annex to the tender, indicating clearly that you consider it commercially confidential, and explaining (in broad terms) what harm might result from disclosure and/or publication of it and for how long you consider that it will remain commercially confidential. You should be aware that receipt by the Scottish Government of any material marked "confidential" or equivalent should not be taken to mean that the Scottish Government accepts any duty of confidentiality by virtue of that marking; even where you have indicated that you consider some information you have provided to be commercially confidential we may be required to disclose and/or publish it; in such cases the Scottish Government will first consult you before disclosing and/or publishing the information.

If you consider none of the information in your tender to be commercially confidential, please make a statement to that effect.

12. Criteria for the Evaluation of Tenders

12.1 Tenders will be assessed for their value-for-money and on the following criteria:

- Understanding and development of the research brief – appreciation and interpretation of the requirements and how these are translated into a robust and workable methodology that can be delivered within timescale. **Weighting 30%**
- Relevant experience of research staff and knowledge and subject expertise on the topic area of public attitudinal data collection especially on core themes around governance issues in Scotland. **Weighting 30%**
- Understanding of and sensitivity to, the policy and practice issues in Scotland – design of the study and its management to ensure that the study is carried out objectively and with an awareness of policy needs. **Weighting 15%**
- Quality control mechanisms – both in relation to ensuring continuity of quality throughout the study and in terms of overall quality control, including the number of days involvement by senior management – include consideration of any subcontracting arrangements. **Weighting 10%**
- Assessment of research ethics – e.g. enabling participation, informed consent, confidentiality, data protection issues. **Weighting 5%**
- Approach to risk management – discussion of loss of data, cover if people leave, strategies for monitoring research and dealing with loss of respondents etc. **Weighting 10%**

12.2 Tenderers should be aware that if a tender is judged unsatisfactory on **any** of the criteria listed above, it may be ruled out of further consideration.

13. Guidance for Submitting a Tender

13.1 The following information should be included in a response:

- ◆ **Name** of the tenderer(s), status in the company/institution, and name of person for further contact (if different);
- ◆ A brief statement detailing an **understanding and interpretation** of the purpose, specific objectives and scope of the project;
- ◆ Details of the **proposed methodology and timescale**, including dates for the completion of discrete stages of the work as detailed in the specification.
- ◆ **Curricula vitae of all staff involved, including details of their role, their particular expertise and time input in person days** (including, where applicable, staff not yet appointed) and associated management arrangements for the project;
- ◆ Details of **previous research experience** relevant to the current application, both within and outwith the Scottish Government;

- ◆ Contact details for two people who have agreed to be approached to supply **references** in relation to this work (to be taken up depending on the nature of the competition).
- ◆ A clear statement of the **tender price and costs** under the following subheadings for each stage of the project (template given for Year 1 – repeat for years 2 and 3 as necessary):

Costs	Core Module	Additional Module 1	Additional Module 2	Total
Staff: Project Staff (day rates) Interviewers				
Fieldwork				
Equipment + materials				
Travel				
Overheads				
Other (specify)				
VAT				
TOTAL				

- ◆ **Day rates** for each member of the project team. Details and costs of any work to be **sub-contracted**, including information on whether the same sub-contractor has been used previously.
- ◆ Any information you consider **commercially confidential** you should include in a separate Annex, explaining what harm might result from its disclosure and for how long you consider that it will remain commercially confidential. If you consider none of the information in your tender to be commercially confidential, please make a statement to that effect.
- ◆ A statement of the **ethical issues** that are expected to arise in conducting the work and a statement of how these will be addressed.
- ◆ Details of approach to **quality assurance** (including adherence to timescales and the quality of key outputs) and any relevant procedures/ accreditation;
- ◆ A **risk assessment** for the project should be presented in a table similar to the one below, detailing potential risks, likelihood, measures to reduce their likelihood and plans to deal with risks that do materialise.

Issue	Likelihood of Risk (low, medium or high)	Mitigating Action(s)	Recovery Plan

- 13.2 In exceptional circumstances where hard copy tenders are submitted, the tender document should be signed by the principal researcher(s) and countersigned by a partner of the market research company/ consultancy or by the Head of Department of an academic institution, as appropriate.
- 13.3 Responses should be based on the information given in the Specification and upon the professional knowledge and expertise of the contractor. Clarification of specific points can, however, be sought by e-mail from the Project Director, [REDACTED], until 20 August 2008. Anonymised questions and our subsequent response will be forwarded, for information, to all contractors involved in the tendering process.
- 13.4 It may be necessary to invite shortlisted contractors to give a short presentation of their proposal before a decision is made.
- 13.5 You should contact the Project Director as soon as possible to inform them whether or not you intend to submit a tender. This can be done through the e-tender system or by e-mail. Tender documents should be submitted via e-tendering. In exceptional cases where hard copy tendering has been requested, tender documents should be submitted in a sealed envelope marked 'Public Attitudes Survey Vehicle', to [REDACTED] at the following address:

Scottish Government Social Research
Office of the Chief Researcher
4WR, St Andrew's House
Regent Road
Edinburgh EH1 3DG

Tenders must arrive by 2pm on 26 August 2008.

Annex A

Scottish Executive 2007 Core Module (Questionnaire – Blaise version)

Thinking back over last twelve months, that is since (*month of interview*) 2006, would you say that since then the **standard of the health service** in Scotland has increased or fallen?

Please choose an answer from the top half of this card.

- 1 Increased a lot
- 2 Increased a little
- 3 Stayed the same
- 4 Fallen a little
- 5 Fallen a lot
- 8 Don't know
- 9 Refusal

What do you think this has been mainly the result of?

Please choose an answer from the bottom half of the card.

- 1 Mainly the result of the UK government's policies at Westminster
- 2 Mainly the result of the Scottish Executive's policies
- 3 For some other reason
- 4 (Both Westminster and Scottish Executive)
- 8 Don't know
- 9 Refusal

And what about the **quality of education** in Scotland? Has it increased or fallen (*month of interview*) 2006?

(Again, please choose an answer from the top half of the card.)

- 1 Increased a lot
- 2 Increased a little
- 3 Stayed the same
- 4 Fallen a little
- 5 Fallen a lot
- 8 Don't know
- 9 Refusal

What do you think this has been mainly the result of?

(Again, please choose an answer from the bottom half of the card).

- 1 Mainly the result of the UK government's policies at Westminster
- 2 Mainly the result of the Scottish Executive's policies
- 3 For some other reason
- 4 (Both Westminster and Scottish Executive)
- 8 Don't know
- 9 Refusal

And what about the **general standard of living** in Scotland? Has it increased or (*month of interview*) 2006?

(Again, please choose an answer from the top half of the card).

- 1 Increased a lot

- 2 Increased a little
- 3 Stayed the same
- 4 Fallen a little
- 5 Fallen a lot
- 8 Don't know
- 9 Refusal

What do you think this has been mainly the result of?
(Again, please choose an answer from the bottom half of the card).

- 1 Mainly the result of the UK government's policies at Westminster
- 2 Mainly the result of the Scottish Executive's policies
- 3 For some other reason
- 4 (Both Westminster and Scottish Executive)
- 8 Don't know
- 9 Refusal

And what about the standard of **public transport** in Scotland? Has it increased or fallen since (*month of interview*) 2006?

(Again, please choose an answer from the top half of the card).

- 1 Increased a lot
- 2 Increased a little
- 3 Stayed the same
- 4 Fallen a little
- 5 Fallen a lot
- 8 Don't know
- 9 Refusal

What do you think this has been mainly the result of?
(Again, please choose an answer from the bottom half of the card).

- 1 Mainly the result of the UK government's policies at Westminster
- 2 Mainly the result of the Scottish Executive's policies
- 3 For some other reason
- 4 (Both Westminster and Scottish Executive)
- 8 Don't know
- 9 Refusal

And what about **Scotland's economy**? Has it got stronger or weaker since (*month of interview*) 2006?

(Please choose an answer from the top half of the card).

- 1 A lot stronger
- 2 A little stronger
- 3 Stayed the same
- 4 A little weaker
- 5 A lot weaker
- 8 Don't know
- 9 Refusal

What do you think this has been mainly the result of?
(Again, please choose an answer from the bottom half of the card).

- 1 Mainly the result of the UK government's policies at Westminster
- 2 Mainly the result of the Scottish Executive's policies
- 3 For some other reason
- 4 (Both Westminster and Scottish Executive)
- 8 Don't know
- 9 Refusal

Here is a list of things the Scottish Executive could try and achieve. Which do **you** think should be its highest priority, that is the **most important** thing it should try and do?

Please read through the whole list before deciding.

- 1 Improve standards of education
- 2 Improve housing
- 3 Help the economy to grow faster
- 4 Improve people's health
- 5 Cut crime
- 6 Improve the environment
- 7 Improve public transport
- 8 Other (WRITE IN)
- 98 Don't know
- 99 Refusal

In general how good would you say the **Scottish Executive** is at listening to people's views before it takes decisions ...READ OUT...

- 1 ...very good,
- 2 quite good,
- 3 not very good,
- 4 or, not at all good?
- 8 Don't know
- 9 Refusal

And how good would you say the **UK government** is at listening to people's views before it takes decisions ...READ OUT...

- 1 ...very good,
- 2 quite good,
- 3 not very good,
- 4 or, not at all good?
- 8 Don't know
- 9 Refusal

How much do you trust the UK government to work in Scotland's best long-term interest?

Please take your answer from this card.

- 1 Just about always
- 2 Most of the time
- 3 Only some of the time
- 4 Almost never
- 8 Don't know
- 9 Refusal

Still using the card, how much do you trust the Scottish Executive to work in Scotland's best interests?

- 1 Just about always
- 2 Most of the time
- 3 Only some of the time
- 4 Almost never
- 8 Don't know
- 9 Refusal

How much do you trust the UK government to make fair decisions? By fair decisions I mean decisions that are fair to different groups of people in the UK. (Please take your answer from this card).

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 Not at all
- 8 Don't know
- 9 Refusal

And still using the card, how much do you trust the Scottish Executive to make fair decisions? (By fair decisions I mean decisions that are fair to different groups of people in Scotland)

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 Not at all
- 8 Don't know
- 9 Refusal

Which of the following do you think **has** most influence over the way Scotland is run ...READ OUT ...

- 1 ...the Scottish Executive,
- 2 the UK government at Westminster,
- 3 local councils in Scotland,
- 4 or, the European Union?
- 8 Don't know
- 9 Refusal

And which do you think **ought** to have most influence over the way Scotland is run ...READ OUT...

- 1 ...the Scottish Executive,
- 2 the UK government at Westminster,
- 3 local councils in Scotland,
- 4 or, the European Union?
- 8 Don't know
- 9 Refusal

From what you have seen and heard so far, do you think that having a Scottish Parliament is giving Scotland ...READ OUT...

- 1 ... a stronger voice in the United Kingdom,
- 2 a weaker voice in the United Kingdom,
- 3 or, is it making no difference?
- 8 Don't know
- 9 Refusal

(From what you have seen and heard so far,) do you think that having a Scottish Parliament is giving ordinary people ...READ OUT...

- 1 ... more say in how Scotland is governed,
- 2 less say,
- 3 or, is it making no difference?
- 8 Don't know
- 9 Refusal

From what you have seen and heard so far, do you think that having a Scottish Parliament is ...READ OUT...

- 1 ...increasing the standard of the health service in Scotland,
- 2 reducing the standard of the health service in Scotland,
- 3 or, is it making no difference?
- 8 Don't know
- 9 Refusal

From what you have seen and heard so far, do you think that having a Scottish Parliament is ...READ OUT...

- 1 ...increasing the standard of education in Scotland,
- 2 reducing the standard of education in Scotland,
- 3 or, is it making no difference?
- 8 Don't know
- 9 Refusal

(From what you have seen and heard so far), and do you think that having a Scottish Parliament is ...READ OUT...

- 1 ...increasing the standard of public transport in Scotland,
- 2 reducing the standard of public transport in Scotland,
- 3 or, is it making no difference?
- 8 Don't know
- 9 Refusal

And now a few questions about how satisfied you are with different parts of your life. If there are any questions you don't want to answer, please just say 'I'd like to skip that one'

IF 'In paid work'

All things considered, how satisfied are you with your (main) job? Please answer using this card, where 0 means extremely dissatisfied and 10 means extremely satisfied.

ASK ALL

(And) all things considered how satisfied are you with your family or personal life? (Please answer using this card, where 0 means extremely dissatisfied and 10 means extremely satisfied).

And your general standard of living? (Please answer using this card, where 0 means extremely dissatisfied and 10 means extremely satisfied).

And all things considered, how satisfied are you with your life as a whole nowadays? (Please answer using this card, where 0 means extremely dissatisfied and 10 means extremely satisfied)

- 0 0 - Extremely dissatisfied
- 1 1
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7
- 8 8
- 9 9
- 10 10 - Extremely satisfied
- 98 Don't know
- 99 Refusal

Taking all things together, how happy would you say you are? Please use this card.

- 0 0 - extremely unhappy
- 1 1
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7
- 8 8
- 9 9
- 10 10 - extremely happy
- 98 Don't know
- 99 Refusal

Generally speaking, would you say that most people can be trusted, or that you can't be too careful in dealing with people?

- 1 Most people can be trusted
- 2 Can't be too careful in dealing with people

- 8 Don't know
- 9 Refusal

On a scale of 0 to 10, where 0 is 'not confident at all' and 10 is 'very confident', how confident are you that official statistics published by the Scottish Executive are accurate?

- 0 0 - Not confident at all
- 1 1
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7
- 8 8
- 9 9
- 10 10 - Very confident
- 98 Don't know
- 99 Refusal

What is your **main** reason for saying that?

- 1 **NOT CONFIDENT** Don't trust official statistics, from personal experience
- 2 Heard / read something bad about official statistics
- 3 Official statistics are difficult to count or measure; not always recorded; unclear or complex definitions
- 4 The Scottish Executive has a vested interest in the results / interferes in production or collection
- 5 Official statistics are misrepresented or spun by politicians
- 6 Statistics alone do not tell whole story / there is more to it than just the figures
- 7 **CONFIDENT** Trust official statistics, from personal experience
- 8 Heard / read something good about official statistics
- 9 Official statistics are easy to count or measure; are always recorded; are based on clear definitions
- 10 The Scottish Executive does not have vested interest in the results / does not interfere in production or collection
- 11 OTHER (please specify)
- 12 Don't know / no opinion / don't understand statistics
- 13 It depends on the type of statistics
- 98 Don't know
- 99 Refusal

ANNEX B – All schedules to 2013-2015 Invitation to Tender

INVITATION TO TENDER (ITT)

25 October 2012

INVITATION TO TENDER FOR PUBLIC ATTITUDES SURVEY VEHICLE 2013-15

The Scottish Ministers invite you to Tender for the above-mentioned Contract.

Project Background

Following a decision by Scottish Ministers, the Scottish Government wishes to commission a public attitudes survey vehicle over 2 sweeps conducted biennially (over a three year period) in 2013 and 2015.

Requirements

Tenders must be submitted in accordance with the Instructions for Tenderers and Form of Tender enclosed. The closing date for submission is 10am, 4 December 2012.

The documents included in the Invitation to Tender are listed as follows:

- Schedule 1 - Instructions to the Tenderer
- Schedule 2 – Selection Process
- Schedule 3 – Specification of Requirements
- Schedule 4 – Technical Proposals
- Schedule 5 – Pricing Schedules
- Schedule 6 – Conditions of Contract
- Schedule 7 – Form of Tender

Yours faithfully

[REDACTED]

Strategic Research



Scottish Government

**THE SCOTTISH GOVERNMENT INVITATION TO TENDER
FOR A PUBLIC ATTITUDES SURVEY VEHICLE 2013-15**

Schedule 1: INSTRUCTIONS TO THE TENDERER

Schedule 1: INSTRUCTIONS TO THE TENDERER

1. It is the responsibility of the Tenderer to obtain for themselves at their own expense any additional information necessary for the preparation of their tender.
2. All information supplied by the Scottish Ministers in connection with the 'Invitation to Tender' shall be treated as confidential by the Tenderers except that such information will be disclosed for the purposes of obtaining sureties and quotations necessary for the preparation and submission of the tender.
3. All information submitted to Scottish Ministers will need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers will disclose information in compliance with the Freedom of Information (Scotland) Act 2002, (the decisions of the Scottish Ministers in the interpretation thereof will be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), and any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure.
4. 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 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 will if they see fit disclose such information but are unable to impose any restriction upon the information that they provide to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure will not be treated as a breach of this agreement.
5. Accordingly if you consider that any of the information included in your tender is commercially confidential please identify it and explain (in broad terms) what harm might result from disclosure and/or publication. You should be aware that, even where you have indicated that information is commercially sensitive, we may require to disclose and/or publish it, whether or not your tender is accepted.

Selection Criteria

6. The Scottish Ministers will not select any tender that fails to meet the minimum standards required by the contracting authority of:
 - i. Financial and Economic Standing
 - ii. Criteria for Rejection of Tenderers
7. Further information about Selection Criteria and the information to be provided can be found at Schedule 2. If the criteria within this qualifying stage are not met, your offer will not be assessed against the award criteria detailed below.

Award Criteria

8. Scottish Ministers are not bound to accept the lowest, or any, tender. The evaluation criteria will include consideration of quality as well as price. The aim of the evaluation is to select the tender(s) which represent(s) the Most Economically Advantageous Tender (MEAT). The Tenderer must take care to ensure that in their tender they address and make clear how they propose to fulfil each aspect of Schedule 3 and each module of the survey.
9. To complete the evaluation, a tender rating system will be used and will cover the aspects shown in Table 1 and as laid out in the Technical Proposal (Schedule 4).

Table 1: Award criteria and weighting

Award Criteria	Weighting
Research design	15
Questionnaire development	10
Fieldwork	15
Research outputs	15
Staff knowledge and experience and subject expertise	20
Project management and quality control	15
Ethics and equality issues	5
Approach to risk management	5
Total	100

Pricing Schedule (Total cost excluding VAT)	
--	--

Evaluation

10. When the tender has been scored on each criterion a value for money score will be obtained by dividing the sum of the scores by the cost of the tender.
11. Any Contract awarded as a result of this tendering exercise will be subject to the agreed Conditions of Contract (Schedule 6), including the Scottish Government Conditions of Contract for Social Research (Ref: SR/SC 17/04/2012) standard conditions.
12. The Tenderer should provide details (including contact name and telephone number) of 2 existing or past clients to whom comparable services are being or have recently been provided who will be contacted for the purpose of obtaining a reference (Schedule 2).
13. Responses to questions asked during the tendering period from placement of the Contract Notice in OJEU will be circulated through Public Contracts Scotland to all Tenderers. The closing date for raising further questions is **2 pm 7th November 2012**. Responses to all Tenderers will be circulated no later than **14th November 2012**. Questions must be submitted through Public Contracts Scotland.
14. All tenders should be submitted through Public Contracts Scotland.

15. The closing date for receipt of tenders is **10 am 4th December 2012**
16. Any tender, which is received after the due time will not be considered
17. **It is envisaged that any bid clarification meetings deemed necessary will be held during the week commencing 7th January 2013. The 8th January has provisionally been set aside for bid clarification meetings.**

Right to Reject/Disqualify

18. The Scottish Ministers reserve the right to reject or disqualify a Tenderer where:
1. The Tenderer fails to comply fully with the requirements of this Invitation to Tender; and/or
 2. The Tenderer is guilty of serious misrepresentation in relation to its Tender, the PQQ and/or the Tender process; and/or
 3. There is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

Canvassing

19. Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Scottish Ministers concerning the award of the Contract and/or the process leading to that award or who directly or indirectly obtains or attempts to obtain information from any such officer, employee or agent or concerning any other Tenderer, Tender, or proposed Tender may be disqualified.

Collusive Behaviour

20. Any Tenderer who:
1. Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
 2. Communicates to any party other than the Scottish Ministers the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
 3. Enters into any agreement or arrangement with any other party that such other party will refrain from submitting a Tender; or
 4. Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
 5. Offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission, will (without prejudice to any other civil remedies available to the Scottish Ministers and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

No Inducement or Incentive

21. The Invitation to Tender is issued on the basis that nothing contained in it will constitute an inducement or incentive nor will have in any other way persuaded a Tenderer to submit a Tender or enter into any contractual agreement.
22. Any Tender that does not accord with all the requirements herein and in the covering letter may not be considered.



Scottish Government

**THE SCOTTISH GOVERNMENT INVITATION TO
TENDER FOR THE PUBLIC ATTITUDES SURVEY
VEHICLE 2013-15**

Schedule 2: SELECTION PROCESS

Schedule 2: SELECTION PROCESS

23. If the criteria within this qualifying stage are not met, the Scottish Ministers will not assess your offer against the award criteria.

- **Financial and Economic Standing**
- **Criteria for Rejection of Tenders**

Financial & Economic Standing

24. The overall aim of this assessment is to ensure, as far as possible, that any potential Contractor will not have financial difficulties that endanger their ability to perform the Contract.

25. The factors that the Contracting authority will take into account when making the assessment include

1. Gross profitability;
2. Net profitability;
3. Return on Capital Employed;
4. Contract value compared with turnover;
5. Liquidity and working capital management;
6. Trends both in performance and in liquidity;
7. An analytical review of accounts.

26. Tenderers are required to provide evidence of their economic and financial standing. Please provide full audited accounts for the last 2 years (or equivalent) and the accounts of your group (if any) in UK Sterling together with details of any significant changes since the last year end. Copies of the accounts should be signed and dated by Directors and auditors (preferably scanned, if being submitted electronically) or marked as draft. If an organisation intends to sub-contract any of the Research, audited accounts in English and UK Sterling must also be provided from each sub-Contractor.

27. Tenderers who are unable to submit their full accounts and balance sheets electronically should submit hard copies of these documents by the final tender date.

28. If full audited accounts for the last 2 financial years are not available, bank details from which a financial reference will be sought and should be supplied. When completing your company's bank details, please provide:

Name of Bank	
Address	
Telephone Number	
Suitable Contact Name	
Telephone Number (if different)	
Annual Turnover (£) Sterling	
Latest Year	
One Previous Year	

29. A Parent Company Guarantee will also be required where applicable (The format of which is attached at Appendix 1).

Business Probity

30. Tenderers should also confirm whether any of the following criteria applies to their organisation with Yes or No answers:

Please confirm whether any of the following criteria applies to your organisation:	
Is the organisation bankrupt or being wound up, having its affairs administered by the court, or have you entered into an arrangement with creditors, suspended business activities or any analogous situation arising from similar proceedings under national laws or regulations?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Is the organisation the subject of proceedings for a declaration of bankruptcy, for compulsory winding-up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws or regulations?	YES <input type="checkbox"/> NO <input type="checkbox"/>

Note: Failure to disclose information relevant to this section or serious misrepresentation in relation to the information disclosed will result in your exclusion from this competition or the termination of any contract that will be awarded to you.

31. An answer of Yes to one or more of these questions will result in the exclusion of the tender from the procurement exercise.

Criteria for Rejection of Tenders

Public Contracts (Scotland) Regulations 2006

32. The Scottish Ministers shall treat as ineligible and shall not select a Tenderer in accordance with the Public Contracts (Scotland) Regulations 2006 if the contracting authority has actual knowledge that the Tenderer or its directors or any other person who has powers of representation, decision or control of the Tenderer has been convicted of any of the following offences described in Regulation 23 of the following link, with the exception of routine speeding and parking offences:

<http://www.opsi.gov.uk/legislation/scotland/ssi2006/20060001.htm>

33. Tenderers should also confirm whether any of the above applies to their organisation with a Yes or No answer:

- a. **Yes**, one or more of the statements in Regulation 23 applies (please provide further information).
- b. **No**, none of the statements in Regulation 23 applies.

34. Tenderers should also confirm whether any of the following criteria applies to their organisation with Yes or No answers:

Has the organisation been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata? ¹	YES <input type="checkbox"/> NO <input type="checkbox"/>
Has the organisation been guilty of misrepresentation in supplying or failing to supply the information that will be required in this Section?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Has any director or partner been found guilty of grave professional misconduct?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Has the organisation failed to fulfil obligations relating to the payment of social security contributions in accordance with the legal provisions of the United Kingdom or the country in which it is established?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Has the organisation failed to fulfil obligations relating to the payment of taxes in accordance with the legal provisions of the United Kingdom or the country in which it is established?	YES <input type="checkbox"/> NO <input type="checkbox"/>

Note: Failure to disclose information relevant to this section or serious misrepresentation in relation to the information disclosed will result in your exclusion from this competition or the termination of any contract that will be awarded to you

35. An answer of Yes to one or more of these questions will result in the tenders exclusion from the procurement exercise.

Conviction of Criminal Offences

Have any of the directors, partners or any other person who has powers of representation, decision or control of the organisation ever been convicted of any of the following offences? If you answer yes to any of these questions please give details. Please note that by virtue of the Rehabilitation of Offenders Act 1974 (Exclusions and Exceptions) (Scotland) Amendment Order 2007 information in relation to spent convictions is also required to be disclosed.	
The common law offence of conspiracy where the conspiracy relates to participation in a criminal organisation;	YES <input type="checkbox"/> NO <input type="checkbox"/>
Corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;	YES <input type="checkbox"/> NO <input type="checkbox"/>
Bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;	YES <input type="checkbox"/> NO <input type="checkbox"/>
The common law offence of incitement to commit a crime;	YES <input type="checkbox"/>

¹ A matter already settled in court

	NO <input type="checkbox"/>
Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of: (i) the offence of cheating the Revenue; (ii) the common law offence of fraud; (iii) the common law offence of theft or fraud; (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985; (v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994; (vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or (vii) the common law offence of uttering; (viii) the criminal offences at common law of attempting to pervert the course of justice;	YES <input type="checkbox"/> NO <input type="checkbox"/>
Money laundering within the meaning of the Money Laundering Regulations 2007;	YES <input type="checkbox"/> NO <input type="checkbox"/>
Any other offence within the meaning of Article 45(1) of EC Directive 2004/18 as defined by the national law of any relevant state.	YES <input type="checkbox"/> NO <input type="checkbox"/>

Field and Technical Capacity

36. Tenderers must demonstrate that they have sufficient capacity to conduct fieldwork of this scale in Scotland that meets the requirements of the specification for this work, starting in January 2013. This will include evidence of how a sufficient field force will be recruited, trained and organised to conduct the interviews in 2013.

References

37. The Tenderer must provide, as references, the names, positions and addresses of 2 Clients for whom they have undertaken similar services at a similar location in the past 3 years and whom the Scottish Ministers will approach in the event of the Tenderer being shortlisted. An outline of the services provided and the annual Contract value should also be detailed.

Contact Name:	
Position:	
Company Name:	
Address:	
Telephone Number:	
Annual Contract Value:	
Outline of Service:	

Contact Name:	
----------------------	--

Position:	
Company Name:	
Address:	
Telephone Number:	
Annual Contract Value:	
Outline of Service:	

Insurance

38. The Contractor must confirm that they have insurance in place to cover to the minimum values below:

1. Public liability £1 million;
2. Professional indemnity £5 million;
3. Employer's liability £5 million.

Please confirm that you have insurance in place to cover the minimum values stated in paragraph 16	YES <input type="checkbox"/>
	NO <input type="checkbox"/>

Appendix 1

PARENT COMPANY GUARANTEE

1. We [*here insert the full name of the parent company*], a company incorporated under the Companies Acts (Company number []) and having our Registered Office at [] refer to the Contract concluded between the Scottish Ministers and [*insert name of contractor*], a company incorporated under the Companies Acts (Company number [] and having its Registered Office at []) (“the Company”) of which we are the ultimate holding company, for the provision [*specify nature of services*], which terms and conditions are contained within the Minute of Agreement last subscribed on [*insert date of last subscription*], (“the Contract”) and in security of the Company's obligations thereunder guarantee the same in the following manner:-
 - 1.1 We guarantee that the Company shall perform all its obligations contained in the Contract.
 - 1.2 If the Company shall in any respect fail to perform its obligations under the Contract or shall commit any breach thereof, we undertake, on simple demand by the Scottish Ministers, to perform or to take whatever steps may be necessary to achieve performance of said obligations under the Contract and shall indemnify and keep indemnified the Scottish Ministers against any loss, damages, claims, costs and expenses which may be incurred by him by reason of any such failure or breach on the part of the Company.
 - 1.3 Our guarantee and undertakings hereunder shall be unconditional and irrevocable, and without prejudice to the foregoing generality we shall not be released or discharged from our liability hereunder by:
 - 1.3.1 any waiver or forbearance by the Scottish Ministers of or in respect of any of the Company's obligations under the Contract whether as to payment, time, performance or otherwise howsoever, or by any failure by the Scottish Ministers to enforce the Contract or this instrument, or
 - 1.3.2 any alteration to, addition to or deletion from the Contract or the scope of the work to be performed under the Contract, or
 - 1.3.3 any change in the relationship between ourselves and the Company; or
 - 1.3.4 the bankruptcy, insolvency, liquidation, amalgamation, reconstruction, reorganisation, administrative or other receivership or dissolution of the Company, and any equivalent or analogous proceeding by whatever name known and in whatever jurisdiction,and our guarantee and undertakings shall continue in force until all the Company's obligations under the Contract and all our obligations hereunder have been duly performed.
2. This Guarantee shall be construed and take effect in accordance with Scots Law.

3. Our obligations under this Guarantee may be enforced by the Scottish Ministers at their discretion without first having taken any steps or proceedings against the Company or any other person.
4. We shall, on demand by the Scottish Ministers, execute such documents or take such action as the Scottish Ministers may require, for protecting our obligations under this Guarantee.
5. If at any time the provision of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of any other provision of this Guarantee shall not be affected or impaired.
6. No single or partial exercise by the Scottish Ministers of any right, power or remedy provided by law or under this Guarantee shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
7. The rights, powers and remedies provided in this Guarantee are cumulative with, and not exclusive of, any rights, powers and remedies provided by law.
8. All notices and other communications required or permitted to be given in terms of this Contract, or any proceedings relating to it, shall be in writing and will be sufficiently served:

if delivered by hand; or

if sent by facsimile; or

if sent by prepaid recorded or special delivery post; or

if sent by electronic mail

to the address specified below or to such other address as is from time to time notified to the other party in accordance with the provisions of this Clause 8:

Scottish Ministers:

[to be completed]

And copied to:

[to be completed]

[Guarantor]

[to be completed]

And copied to:

[to be completed]

9. Any such notice or communication shall be deemed to have been served,

if delivered by hand, on the date of delivery;

if sent by facsimile, on the date the sender receives a valid facsimile transmission receipt or when the recipient confirms receipt of the facsimile, whichever is the earlier;

if sent by pre-paid recorded or special delivery post, on the date of delivery; or

if sent by electronic mail, on the date when receipt of the communication has been acknowledged by the recipient (by electronic mail or otherwise) or such receipt has otherwise been confirmed,

provided that, if in accordance with the above provisions, any such notice or communication is delivered or received outside working hours on any business day, such notice or communications shall be deemed to have been served at the start of the working hour on the next business day thereafter.

10. Each person giving a notice or making a communication hereunder by facsimile or electronic mail shall promptly confirm such notice or communication by post to the person to whom such notice or communication was addressed but the absence of any such confirmation shall not affect the validity of any such notice or communication or time upon which it is deemed to have been served.

	Director	Director
Signatures:		
Names (BLOCK CAPS)		
Date		

Signed for and on behalf of **(2 Directors)**

Company Address		
Postcode		



Scottish Government

**THE SCOTTISH GOVERNMENT INVITATION TO
TENDER FOR A PUBLIC ATTITUDES SURVEY
VEHICLE 2013-15**

Schedule 3: SPECIFICATION OF REQUIREMENTS

Contents

1. Introduction
2. Background
3. Aims & Objectives
4. Research Design/ Methodology
5. Research Outputs
6. Ownership & Publication of Outputs
7. Responsibilities of the Service Provider
8. Contract Management
9. Timetable
10. Contract Conditions

1. Introduction

- 1.1 The Scottish Government wishes to commission a Public Attitudes Survey vehicle. This will:
- 1) meet the Government's need for 'core' public attitudes data on attitudes to government, the economy, standards of living, wellbeing and other policy priority areas over 2 sweeps conducted biennially (over a three year period) in 2013 and 2015 and
 - 2) have the capacity to deliver additional bespoke modules to collect attitudinal data on specific policy priority areas
- 1.2 This specification sets out the minimum requirement for the work. The duration of the contract is anticipated to be 14 months per sweep. The contract is expected to commence in January 2013, with submission of the draft final report from the first sweep anticipated in March 2014. Tenderers should outline how they will meet the requirement for public attitudes data collection in 2013 and 2015 (2014 will be a rest year).

2. Background

- 2.1 The Scottish Government has an ongoing requirement for high level, robust quantitative data on public attitudes in Scotland. This requirement was met between 2004 and 2011 by the Scottish Social Attitudes Survey, in particular the 40 item 'core module'. All reports from the Core Module between 2004 and 2011 are available on the Scottish Government website (excepting 2008 which was a rest year). The most recent report from the 2011 core module is available here: <http://www.scotland.gov.uk/Publications/2012/06/9925/0>.
- 2.2 This data has been a key source of evidence on how the public in Scotland view the government, public services and the impact of devolution. In addition, the survey has provided detailed attitudinal data on specific policy priority themes including positive action and discrimination, drugs and alcohol.
- 2.3 The Strategic Research Unit conducted a recent internal consultation across government and found an ongoing need for the collection and use of attitudinal data. It identified an ongoing need for robust quantitative data on key core themes including trust in government (at UK and Scotland levels of governance); standards of living, the economy and subjective wellbeing in Scotland. There is existing time series data on these themes from the Scottish Social Attitudes Survey Core Module 2004-2011. The proposed survey vehicle should continue elements of this time series as required. It is anticipated that approximately a quarter of the core module content will be revised to meet policy priority requirements.
- 2.4 The review of attitudinal data also found an ongoing requirement across the Scottish Government for access to a high quality attitudes survey vehicle to run modules of questions on priority policy themes. The survey vehicle should, therefore, have the capacity to deliver bespoke modules on public attitudes in

particular policy fields. It is anticipated that there will be two additional modules over the course of the contract, one in each of 2013 and 2015.

3. Aims & Objectives

- 3.1 The **aim** of the survey is to produce robust, time-series quantitative data on public attitudes in Scotland to high level governance and other priority policy issues.
- 3.2 At a minimum, the survey will produce a single core module of approximately 40 questions on key themes which could include trust in government (at different levels); standards of living, the economy and subjective wellbeing in Scotland. It is expected that a large part of the 2004-2011 Scottish Social Attitudes Survey Core Module will be repeated to ensure the continuation of the time series and enable understanding of changes in public attitudes in Scotland through time. The exact question wording of the core module (2009 and 2010) is available in the Economic and Social Data Service Catalogue entry on the Scottish Social Attitudes Survey:
<http://www.esds.ac.uk/findingData/findintro.asp>
The core module in recent years has included questions to explore issues of particular policy interest. For example the 2011 survey included questions on attitudes towards different providers of personal care for older people and perceptions of cost effectiveness and quality of services. The core module design should be sufficiently flexible to enable the inclusion of questions to explore salient policy issues as appropriate. It is anticipated that approximately a quarter of the core module content will be revised to meet policy priority requirements. A copy of the questionnaire for the 2011 Core is attached in annex A.

Objectives

- 3.3 To meet the above aim the following are the objectives of the project:
- Finalise a sampling strategy, bearing in mind the requirement to be consistent with previous Scottish Social Attitudes Survey Core Module data collection;
 - Develop and finalise the questionnaire for 2 sweeps of the Core Module and additional modules as required;
 - Pilot questionnaires, involving the SG project management team in any pilot debrief and discussions over question wording and order;
 - Conduct fieldwork to produce a nationally representative sample;
 - Conduct data analysis to identify key themes and relationships for exploration in the reporting phase;
 - Provide robust attitudinal data analysis disaggregated by key sub-groups and standard demographics, taking into account (where relevant) the specific perspectives of equalities groups.

- Continue monitoring of trends from previous sweeps of the survey
- Produce reports of key results (including executive summary and technical annex) with accompanying research findings
- Disseminate results, maximising opportunities to communicate with a range of audiences. Analysis and reporting should make reference to the wider research literature on survey topics as appropriate.

4. Research Design/ Methodology

- 4.1 Tenderers are invited to set out how they will conduct this work in order to meet the aims and objectives above. Given the requirement to ensure the continuation of existing attitudinal time-series trends, it is expected that the research design and methodology will closely follow that taken to produce SSAS Core Module data.
- 4.2 The core survey questionnaire size is expected to be 40 items. In addition, the survey should have the capacity to deliver an additional module of the same size (or two half-modules) per sweep in each of 2013 and 2015) in particular policy fields. These additional modules may be repeats of Scottish Government modules or brand new modules on emerging priority issues.
- 4.3 The survey will involve selecting a random probability sample of the adult resident population in Scotland. The expected mode of administration is face-to-face. An achieved sample size of 1500-1600 is anticipated, commensurate with the sample size for the Core Module between 2004 and 2010. The proposal should outline how your proposal helps Scottish Government comply with current Equality duties: (<http://www.equalityhumanrights.com/scotland/public-sector-equality-duty/non-statutory-guidance-for-scottish-public-authorities/>), both with regard to the approach taken to conduct the Project, and the data and analysis the Project produces. The proposal should give due consideration to key equality aspects in the methodology and general approach the survey requires such as (but not exclusively) in using adapted survey materials, sampling, question phrasing and testing. It should also stipulate how analysis for the key equality characteristics (gender; age; disability; ethnic group; gender; religion or belief and sexual orientation) is supported by the data collected. The sample should also allow robust analysis by socio-economic, demographic and other sub-groups.
- 4.4 Tenderers are required to detail how they would achieve a representative sample, including a description of the proposed sampling frame and discussion of sample stratification and clustering proposals for fieldwork efficiency purposes. Tenderers are invited to propose details on over-sampling in remote and rural areas to facilitate analysis by a rural/urban dimension.
- 4.5 The response rate for the Scottish Social Attitudes Survey since 1999 has varied between 54% and 65%. Tenderers are asked to specify what is

considered to be an 'acceptable' response rate and to justify this. Information should also be provided on the proposed approach intended to maximise the response rate and ensure an acceptable response rate is achieved.

- 4.6 Evidence of how a field force will be recruited and organised to carry out the interviews is expected, alongside details of the procedures and security checks (e.g. Disclosure Scotland) the organisation will follow to recruit staff. It is possible that the additional modules may cover topics which may be sensitive to particular groups. Consideration should be given to this eventuality and level of disclosure which may be required, as well as arrangements for providing appropriate support for any interviewee/interviewer distress caused by interviews.
- 4.7 Proposals on weighting the survey data to correct for sources of sample bias such as differential selection and non-response should be detailed.
- 4.8 Consideration should also be given to any other equalities or rural issues that you deem relevant to the research, along with any ethical issues that you expect to arise in the conduct of the research.
- 4.9 Tenderers are required to detail how they would approach risk management, including the identification and management of risks specific to this project. Details of quality control and assurance processes are also expected in tenders – showing how quality will be sustained from inception to publication. Information on how data will be securely stored and transferred is also required.

5. Research Outputs

5.1 Key outputs for each sweep of the core module will include:

- 1) A report of the key results with executive summaries (usual maximum 50 pages);
- 2) Research findings summary reports (4 pages);
- 3) Technical annex with information on methodology (including sample design, weighting, fieldwork, response rates, full questionnaire, analysis variables, analysis techniques and topline results tables.

The detail of reporting format and content will be agreed with the project manager during the course of the project. The contractor should submit an electronic version of both the report and research summary by the dates specified. Should any additional modules of questions be required in any year of the contract, similar research outputs will be required on these modules.

5.2 All written reports must be prepared in a clear, accessible and concise manner, be submitted in a publishable standard and in the Scottish Government's Social Research house-style. Guidance for contractors on Scottish Government research projects including details of the required style are available on the following website: <http://www.scotland.gov.uk/Topics/Research/About/Social-Research/Guidance-for-Contractors>

- 5.3 Tenderers should be aware that one or more drafts of reports are likely to be required before a final draft is agreed, and that they should allow for this in the timetable and costs they propose. Additionally, a presentation on study findings may be required both for the core survey and any additional modules required.
- 5.4 A full, cleaned dataset in SPSS will also be required. This will enable further analysis and reporting by Scottish Government analysts if required.

6. Ownership & Publication of Outputs

The ownership of the research material including the final report and any data produced as a result of the research lies with the Scottish Ministers. The research will be published as part of the Scottish Government's Social Research Findings series, the date and format of which will be determined by the Scottish Government.

7. Responsibilities of the Service Provider

The contractor will be responsible for the design, fieldwork, data analysis and preparation of the final report to a standard agreed with the Scottish Government. It is the responsibility of the contractor to ensure that the proposed methodology does not contravene the provisions of the Data Protection Act 1998. Your tender should state:

1. Which (if any) professional codes of practice you will follow.
2. The systems you have in place to ensure data protection and security
3. How you will address any ethical issues that are identified in the specification any other ethical issues you think are relevant, and how you would address them. In assessing ethical issues, you should refer to the ethical sensitivity checklist that all Scottish Government researchers complete on the inception of new research projects. A copy of the checklist can be accessed via: <http://www.scotland.gov.uk/Topics/Research/About/Social-Research/Guidance-for-Contractors/Ethical-Checklist>

8. Project Management

- 8.1 The project will be managed by the Strategic Research Unit who will be responsible for the day-to-day liaison with the contractor and for agreeing final versions of all research tools and outputs. The Project Director will be [REDACTED] (telephone [REDACTED]; e-mail [REDACTED]) who will be responsible for overseeing cross office use of the survey and quality assurance on research instruments, conduct and outputs. The Project Manager for the Core Survey will be [REDACTED] (telephone [REDACTED] or email [REDACTED]) who will be responsible for day-to-day project management of the core survey on attitudes to government. A Research Advisory Group for the core survey will be established to provide advice and guidance on the project and its dissemination activities.
- 8.2 Project Management arrangements for any required additional modules will be decided with the relevant Analytical Services Directorate in the Scottish

Government. The Project Director will liaise with the relevant ASD to play a facilitative role in this process.

9. Timetable

9.1 It is anticipated that each sweep of the study will be completed within approximately 14 months. The first will commence in January 2013, and the contractor must be in a position to begin the project by that date. The contract is expected to cover two sweeps of core data collection with fieldwork in 2013 and 2015 (with 2014 expected to be a rest year).

9.2 A detailed research schedule will be agreed with the contractor, which will form part of the contract. The indicative timetable of the **first sweep** of the contract is as follows:

◆ <i>Tenders submitted</i>	<i>4 December 2012</i>
◆ <i>Contractor appointed</i>	<i>January 2013</i>
◆ <i>Survey design and pilot</i>	<i>January – May 2013</i>
◆ <i>Main fieldwork</i>	<i>Start June – end October 2013</i>
◆ <i>Analysis</i>	<i>October - December 2013</i>
◆ <i>Reporting and presentation of findings</i>	<i>March 2014</i>

Arrangements for additional modules will be discussed at the point of agreement.

10. Contract Conditions

10.1 The contract awarded will be governed by the standard contract conditions covering Scottish Government social research awards - detailed in schedule 6.

10.2 All information submitted in tenders to the Scottish Government (including the identity of tenderers) may need to be disclosed and/or published by the Scottish Government under the **Freedom of Information Act (Scotland) 2002**.

10.3 If you consider any of the information in your tender is **commercially confidential**, you should only show that information in an Annex to the tender, indicating clearly that you consider it commercially confidential, and explaining (in broad terms) what harm might result from disclosure and/or publication of it and for how long you consider that it will remain commercially confidential. You should be aware that receipt by the Scottish Government of any material marked "confidential" or equivalent should not be taken to mean that the Scottish Government accepts any duty of confidentiality by virtue of that marking; even where you have indicated that you consider some information you have provided to be commercially confidential we may be required to disclose and/or publish it; in such cases the Scottish Government will first consult you before disclosing and/or publishing the information.

10.4 If you consider none of the information in your tender to be commercially confidential, please make a statement to that effect.

Annex A

Scottish Government 2011 Core Module (Questionnaire – Blaise version)

Q266 [SNHSIE12]²

CARD B1

Thinking back over the last twelve months, that is since (*month of interview*) 2010, would you say that since then the **standard of the health service** in Scotland has increased or fallen?

Please choose an answer from the top half of this card.

- 1 Increased a lot
- 2 Increased a little
- 3 Stayed the same
- 4 Fallen a little
- 5 Fallen a lot
- 8 (Don't know)
- 9 (Refusal)

IF NOT 'Don't know' OR 'Refusal' AT [SNHSIE12]

Q267 [SNHSWh12]

CARD B1 AGAIN

What do you think this has been mainly the result of? Please choose an answer from the bottom half of the card.

- 1 Mainly the result of the UK government's policies at Westminster
- 2 Mainly the result of the Scottish Government's policies
- 3 For some other reason
- 4 (Both Westminster and Scottish Government)
- 8 (Don't know)
- 9 (Refusal)

ASK ALL

Q268 [EdStIE12]³

CARD B1 AGAIN

And what about the **quality of education** in Scotland? Has it increased or fallen since (*month of interview*) 2010?

(Again, please choose an answer from the top half of the card.)

- 1 Increased a lot
- 2 Increased a little
- 3 Stayed the same
- 4 Fallen a little
- 5 Fallen a lot
- 8 (Don't know)
- 9 (Refusal)

IF NOT 'Don't know' OR 'Refusal' at [EdStIE12]

Q269 [EdStWh12]

CARD B1 AGAIN

What do you think this has been mainly the result of?

² See also derived variable [snhsie13]

³ See also derived variables [edstie13]

(Again, please choose an answer from the bottom half of the card).

- 1 Mainly the result of the UK government's policies at Westminster
- 2 Mainly the result of the Scottish Government's policies
- 3 For some other reason
- 4 (Both Westminster and Scottish Government)
- 8 (Don't know)
- 9 (Refusal)

ASK ALL

Q270 [SLivIE12]⁴

CARD B1 AGAIN

And what about the **general standard of living** in Scotland? Has it increased or fallen since (*month of interview*) 2010?

(Again, please choose an answer from the top half of the card).

- 1 Increased a lot
- 2 Increased a little
- 3 Stayed the same
- 4 Fallen a little
- 5 Fallen a lot
- 8 (Don't know)
- 9 (Refusal)

IF NOT 'Don't know' OR 'Refusal' at [SLivIE12]

Q271 [SLivWh12]

CARD B1 AGAIN

What do you think this has been mainly the result of?

(Again, please choose an answer from the bottom half of the card).

- 1 Mainly the result of the UK government's policies at Westminster
- 2 Mainly the result of the Scottish Government's policies
- 3 For some other reason
- 4 (Both Westminster and Scottish Government)
- 8 (Don't know)
- 9 (Refusal)

ASK ALL

Q272 [TranIE12]⁵

CARD B1 AGAIN

And what about the standard of **public transport** in Scotland? Has it increased or fallen since (*month of interview*) 2010?

(Again, please choose an answer from the top half of the card).

- 1 Increased a lot
- 2 Increased a little
- 3 Stayed the same
- 4 Fallen a little
- 5 Fallen a lot
- 8 (Don't know)
- 9 (Refusal)

⁴ See also derived variables [slivie13]

⁵ See also derived variables [slivie13]

IF NOT 'Don't know' OR 'Refusal' at [TranIE12]

Q273 [TranWh12]

CARD B1 AGAIN

What do you think this has been mainly the result of?

(Again, please choose an answer from the bottom half of the card).

- 1 Mainly the result of the UK government's policies at Westminster
- 2 Mainly the result of the Scottish Government's policies
- 3 For some other reason
- 4 (Both Westminster and Scottish Government)
- 8 (Don't know)
- 9 (Refusal)

ASK ALL

Q274 [EconIE12]⁶

CARD B2

And what about **Scotland's economy**? Has it got stronger or weaker since
(*month of interview*) 2010?

(Please choose an answer from the top half of the card).

- 1 A lot stronger
- 2 A little stronger
- 3 Stayed the same
- 4 A little weaker
- 5 A lot weaker
- 8 (Don't know)
- 9 (Refusal)

IF NOT 'Don't know' OR 'Refusal' at [EconIE12]

Q275 [EconWh12]

CARD B2 AGAIN

What do you think this has been mainly the result of?

(Again, please choose an answer from the bottom half of the card).

- 1 Mainly the result of the UK government's policies at Westminster
- 2 Mainly the result of the Scottish Government's policies
- 3 For some other reason
- 4 (Both Westminster and Scottish Government)
- 8 (Don't know)
- 9 (Refusal)

ASK ALL

Q276 [UKTwelv]

How much would you say you've seen or heard about the work of the **UK government** over the last 12 months ...READ OUT...

- 1 ...a great deal,
- 2 quite a lot,
- 3 some,
- 4 not very much,
- 5 or, nothing at all?
- 8 (Don't know)
- 9 (Refusal)

⁶ See also derived variable [econie13]

Q277 [ExTwelv]

And how much would you say you've seen or heard about the work of the **Scottish Government** over the last 12 months ...READ OUT...

- 1 ...a great deal,
- 2 quite a lot,
- 3 some,
- 4 not very much,
- 5 or, nothing at all?
- 8 (Don't know)
- 9 (Refusal)

Q278 [ExecDo]

CARD B3

Here is a list of things the Scottish Government could try and achieve. Which do **you** think should be its highest priority, that is the **most important** thing it should try and do?

Please read through the whole list before deciding.

- 1 Improve standards of education
- 2 Improve housing
- 3 Help the economy to grow faster
- 4 Improve people's health
- 5 Cut crime
- 6 Improve the environment
- 7 Improve public transport
- 8 Other (WRITE IN)
- 98 (Don't know)
- 99 (Refusal)

Q281 [ExecList]

In general how good would you say the **Scottish Government** is at listening to people's views before it takes decisions ...READ OUT...

- 1 ...very good,
- 2 quite good,
- 3 not very good,
- 4 or, not at all good?
- 8 (Don't know)
- 9 (Refusal)

Q282 [UKList]

And how good would you say the **UK government** is at listening to people's views before it takes decisions ...READ OUT...

- 1 ...very good,
- 2 quite good,
- 3 not very good,
- 4 or, not at all good?
- 8 (Don't know)
- 9 (Refusal)

Q283 [UKIntNat]

CARD B4

How much do you trust the **UK government** to work in Scotland's best long-term interest?

Please take your answer from this card.

- 1 Just about always
- 2 Most of the time
- 3 Only some of the time
- 4 Almost never
- 8 (Don't know)
- 9 (Refusal)

Q284 [NatInNat]

CARD B4 AGAIN

Still using the card, how much do you trust the **Scottish Government** to work in Scotland's best interests?

- 1 Just about always
- 2 Most of the time
- 3 Only some of the time
- 4 Almost never
- 8 (Don't know)
- 9 (Refusal)

Q285 [UKFairD]

CARD B5

How much do you trust the **UK government** to make fair decisions? By fair decisions I mean decisions that are fair to different groups of people in the UK. (Please take your answer from this card).

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 Not at all
- 8 (Don't know)
- 9 (Refusal)

Q286 [SEFairD]

CARD B5 AGAIN

And still using the card, how much do you trust the **Scottish Government** to make fair decisions? (By fair decisions I mean decisions that are fair to different groups of people in Scotland)

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 Not at all
- 8 (Don't know)
- 9 (Refusal)

Q287 [DoesInf]

Which of the following do you think **has** most influence over the way Scotland is run ...READ OUT ...

- 1 ...the Scottish Government,

2 the UK government at Westminster,
3 local councils in Scotland,
4 or, the European Union?
8 (Don't know)
9 (Refusal)

Q288 [OughInfl]

And which do you think **ought** to have most influence over the way Scotland is run ...READ OUT...

1 ...the Scottish Government,
2 the UK government at Westminster,
3 local councils in Scotland,
4 or, the European Union?
8 (Don't know)
9 (Refusal)

Q289 [VoiceUK3]

From what you have seen and heard so far, do you think that having a Scottish Parliament is giving Scotland ...READ OUT...

1 ... a stronger voice in the United Kingdom,
2 a weaker voice in the United Kingdom,
3 or, is it making no difference?
8 (Don't know)
9 (Refusal)

Q290 [SayInGv3]

(From what you have seen and heard so far,) do you think that having a Scottish Parliament is giving ordinary people ...READ OUT...

1 ... more say in how Scotland is governed,
2 less say,
3 or, is it making no difference?
8 (Don't know)
9 (Refusal)

Q292 \$[IntroC]

1 Press 1 and <Enter> to continue.

Q293 [NHSSat]

CARD B6

All in all, how satisfied or dissatisfied would you say you are with the way in which the National Health Service runs nowadays?
(Choose a phrase from this card.)

1 Very satisfied
2 Quite satisfied
3 Neither satisfied nor dissatisfied
4 Quite dissatisfied
5 Very dissatisfied
8 (Don't know)
9 (Refusal)

Q318 [CostEffA]⁷

DERIVED VARIABLE

Some people think that private companies run services for older people more cost effectively. Others think the government runs more cost effective services. If they were free to the people who use them, who do you think would be better at running such services cost-effectively?

- 1 Definitely government
- 2 Probably government
- 3 Probably private companies
- 4 Definitely private companies
- 5 (Neither/other answer)
- 6 (Same/no difference)
- 8 (Don't know)
- 9 (Refusal)

Q319 [QualSerA]

DERIVED VARIABLE

And again if the services were free to the people who use them, who do you think would provide the best quality service for older people who need regular help?

- 1 Definitely government
- 2 Probably government
- 3 Probably private companies
- 4 Definitely private companies
- 5 (Neither/other answer)
- 6 (Same/no difference)
- 8 (Don't know)
- 9 (Refusal)

Q320 [CostEffB]

DERIVED VARIABLE

Some people think that charities or other 'not for profit' organisations run services for older people more cost effectively. Others think the government runs more cost effective services.

If they were free to the people who use them, who do you think would be best at running such services cost-effectively?

- 1 Definitely government
- 2 Probably government
- 3 Probably charities or 'not for profit' organisations
- 4 Definitely charities or 'not for profit' organisations
- 5 (Neither/other answer)
- 6 (Same/no difference)
- 8 (Don't know)
- 9 (Refusal)

Q321 [QualSerB]

DERIVED VARIABLE

⁷ The order in which CostEffA to QualSerB were asked varied, so that half the sample were asked about charities providing such services first, and half were asked about private companies providing such services first. This was in order to assess whether people's attitudes to charity involvement in providing services were impacted by their attitudes to private companies providing them (or vice versa). Odd serial numbers were asked about private companies first (see [CostEff1] to [QualSer2] in dataset); evens were asked about charities first (see [CostEff3] to [QualSer4] in dataset).

And again if the services were free to the people who use them, who do you think would provide the best quality service for older people who need regular help?

- 1 Definitely government
- 2 Probably government
- 3 Probably charities or 'not for profit' organisations
- 4 Definitely charities or 'not for profit' organisations
- 5 (Neither/other answer)
- 6 (Same/no difference)
- 8 (Don't know)
- 9 (Refusal)

ASK ALL

Q322 [CareCos2]

CARD B11

INTERVIEWER: PLEASE DOUBLE-CHECK RESPONDENT IS REFERRING TO CORRECT SHOWCARD

Thinking about an older person who needs regular help with looking after themselves. Which of these statements comes closest to what you believe about who should pay for this help?

- 1 The government should pay, no matter how much money the person has
- 2 The person should pay, no matter how much money he/she has
- 3 Who pays should depend on how much money the person has
- 8 (Don't know)
- 9 (Refusal)

Q323 [MealHos]

CARD B12

One way of helping to fund the NHS is to charge people for certain things. How much are you in favour or against charging people for ...

... the cost of their meals while in hospital?

- 1 Strongly in favour
- 2 Somewhat in favour
- 3 Neither in favour nor against
- 4 Somewhat against
- 5 Strongly against
- 8 (Don't know)
- 9 (Refusal)

Q324 [MusicLe]

CARD B12 AGAIN

One way of helping to fund state schools is to charge parents for certain things. How much are you in favour or against charging parents for ...

... the cost of individual music lessons for their child?

- 1 Strongly in favour
- 2 Somewhat in favour
- 3 Neither in favour nor against
- 4 Somewhat against
- 5 Strongly against
- 8 (Don't know)

9 (Refusal)

Q325 [TripMus]

CARD B12 AGAIN

(And how much are you in favour or against charging parents for ...)
... the cost of a school trip to a local museum?

- 1 Strongly in favour
- 2 Somewhat in favour
- 3 Neither in favour nor against
- 4 Somewhat against
- 5 Strongly against
- 8 (Don't know)
- 9 (Refusal)

Q326 \$[IntroWB]

And now a few questions about how satisfied you are with different parts of your life. If there are any questions you don't want to answer, please just say 'I'd like to skip that one'

- 1 Press 1 and <Enter> to continue.

IF 'In paid work' at [REconFW]⁸

Q327 [Satjob]

SHOWCARD B13

All things considered, how satisfied are you with your (main) job? Please answer using this card, where 0 means extremely dissatisfied and 10 means extremely satisfied.

- 0 0 - Extremely dissatisfied
- 1 1
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7
- 8 8
- 9 9
- 10 10 - Extremely satisfied
- 98 (Don't know)
- 99 (Refusal)

⁸ [REconFW] is 'Code all that apply' so more than one answer could have been given at [REconFW]. If 'In paid work' was chosen as either the only, or one of the responses to this question [Satjob] is asked.

ASK ALL

Q328 [Satpers]

SHOWCARD B13 (AGAIN)

(And) all things considered how satisfied are you with your family or personal life? (Please answer using this card, where 0 means extremely dissatisfied and 10 means extremely satisfied).

- 0 0 - Extremely dissatisfied
- 1 1
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7
- 8 8
- 9 9
- 10 10 - Extremely satisfied
- 98 (Don't know)
- 99 (Refusal)

Q329 [Satgs]

SHOWCARD B13 AGAIN

And your general standard of living? (Please answer using this card, where 0 means extremely dissatisfied and 10 means extremely satisfied).

- 0 0 - Extremely dissatisfied
- 1 1
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7
- 8 8
- 9 9
- 10 10 - Extremely satisfied
- 98 (Don't know)
- 99 (Refusal)

Q330 [Satlifew]

SHOWCARD B13 AGAIN

And all things considered, how satisfied are you with your life as a whole nowadays? (Please answer using this card, where 0 means extremely dissatisfied and 10 means extremely satisfied)

0 0 - Extremely dissatisfied

1 1

2 2

3 3

4 4

5 5

6 6

7 7

8 8

9 9

10 10 - Extremely satisfied

98 (Don't know)

99 (Refusal)

Q331 [SocTrust]

Generally speaking, would you say that most people can be trusted, or that you can't be too careful in dealing with people?

1 Most people can be trusted

2 Can't be too careful in dealing with people

8 (Don't know)

9 (Refusal)



Scottish Government

**THE SCOTTISH GOVERNMENT INVITATION TO
TENDER FOR A PUBLIC ATTITUDES SURVEY
VEHICLE 2013-15**

Schedule 4: TECHNICAL PROPOSALS

Schedule 4: TECHNICAL PROPOSALS

39. Tenders will be assessed for their value for money and the following overarching criteria will be used:

Table 1: Award criteria and weighting

Award Criteria	Weighting
Research design	15
Questionnaire development	10
Fieldwork	15
Research outputs	15
Staff knowledge and experience and subject expertise	20
Project management and quality control	15
Ethics and equality issues	5
Approach to risk management	5
Total	100

40. Tenders will be independently marked against the award criteria on a scale of 1-5 for each of the 6 areas.

5 = The tender satisfies the criterion exceptionally well

4 = The tender satisfies the criterion well

3 = The tender satisfies the criterion

2 = Marginally unacceptable; the tender is deficient against the criterion in only a few less important respects

1 = Poor; the tender is significantly deficient against the criterion

0 = Totally unacceptable; the tender is nowhere near satisfying the criterion

41. The average score gained from the assessors will be multiplied by the weighting in Table 1. So marks will be out of a possible 500 points. The total mark then will be divided by the cost.

42. Tender proposals must include full information on the following aspects - which tenders will be assessed against.

43. Tenderers bidding as a consortium/partnership or with sub-contractors providing a significant input to service delivery **must clearly indicate in their response** the consortium members/sub-contractor names and addresses and which segment of the requirements will be the responsibility of each member of the consortium to deliver, how they intend to collaborate effectively, and the mechanism by which quality issues, monitoring and evaluation issues and disputes or disagreements will be resolved. The lead contractor in all arrangements will be the key point of contact and will have overall responsibility for ensuring satisfactory delivery of all aspects of the survey.

44. Tenders must detail the process for the survey and each module under headings where appropriate.

Proposals must follow the format outlined below.

Research design (maximum of 4 pages)

7. Describe your understanding of the research design set out in schedule 3 (section 4) of the specification and where applicable, opportunities to improve the design to add value and better meet the survey aims and objectives to inform and shape policy development and delivery.
8. Outline the proposed methodology and timetable to be used in the delivery of the core and possible additional modules, stating what measures will be taken to ensure continuation of existing time series trends.
9. Outline whether respondents will be reimbursed, including fully setting out the intended benefits of this.
10. Set out how a representative sample will be achieved, including a description of the proposed sampling frame and discussion of sample stratification and clustering proposals for fieldwork efficiency. Also outline proposals on over-sampling (in remote and rural areas) to facilitate urban/rural analysis.
11. Consider and fully outline proposals on weighting the survey data to correct for sources of sample bias such as differential selection and non-response.

Questionnaire development (maximum of 4 pages)

12. Outline your understanding of the proposed questionnaire design as set out in schedule 3 (section 4). In particular:
 - a. Describe how questionnaire development will be handled in terms of procedures for engaging with the Scottish Government and project management team in relation to core and additional modules.
 - b. Provide a timetable setting out key milestones from the inception of the project in January 2013 to the commencement of fieldwork in June 2013, including the process of piloting of the questionnaire and involvement of the project management team in debriefing sessions to ensure improved survey delivery.
 - c. Set out the process for development of the final questionnaire script, in terms of consideration of overall order (and involving the project management team in discussions) as well as quality assuring CAPI routing and scripting.

Fieldwork (maximum of 4 pages)

13. Set out arrangements and timetable for undertaking the fieldwork according to requirements outlined in Schedule 3 (section 4). In particular:

- a. Specify and fully justify what is considered to be an 'acceptable' response rate and provide detailed information on the proposed approach intended to maximise the response rate, ensuring a high response. Also set out procedures to minimise non-response, non-response bias and the maintenance and improvement of response rates, as well as the strategy for re-issues.
- b. Provide detailed information on how fieldwork will be quality assured.
- c. Provide confirmation of your organisations ability to commence fieldwork in June 2013 (in terms of ensuring the field force is of a sufficient size and is appropriately trained).
- d. Specify the number of interviewers who will be engaged in fieldwork and whether they will be drawn exclusively from your existing field-force, or whether it will be necessary to integrate new interviewers.
- e. Provide information on procedures for the management and training of the field force.

Research Outputs (maximum 4 pages)

14. Outline your understanding of the expected outputs as set out in Schedule 3 (section 5). In particular:
 - a. Set out provisions for supplying a fully cleaned dataset in SPSS to the Scottish Government. This will enable further analysis and reporting by Scottish Government analysts if required.
 - b. Detail how the expected outputs will be delivered, within timescales, to publishable standards, and with an awareness of policy needs.
 - c. Outline how reporting will maximise opportunities to communicate with a range of audiences.
 - d. Indicate how presentations of findings will be focused to the needs and expectations of different audiences.

Staff knowledge and experience and subject expertise (no specified limit)

15. Detail the relevant survey experience of research staff and knowledge and subject expertise on the topic area of public attitudinal data collection, especially on core themes around governance issues in Scotland, as well as your approach to staff management.
16. State the staff team including positions, functions, numbers and input (person days) of the staff team who will deliver the Project; provide a clear description of the role of each member of the team and an indication of the relative number of days senior staff input to junior staff input.
17. Provide summary CVs, tailored to show information relevant to this requirement, of the key personnel who will be involved in the Contract, including

name, qualifications, experience of social research methods, conducting large surveys and statistical experience.

18. State the employment arrangements for key personnel and proposed staff team i.e. employed by Tenderer, subcontracted etc and the proposed supervision arrangements; Provide details of your current field force size and composition and outline the extent to which new staff will need to be recruited in order to deliver this Contract. State any changes required by your organisation to satisfy the requirements of the Specification and how and when these will be enacted.
19. If submitting a tender as part of a consortium, provide a statement of understanding and interpretation of the requirements for joint working (including processes for ensuring that all IT is compatible).
20. State how the organisation will address changes of Key Personnel e.g. Project Contract Manager and any deputy and deal with absences to ensure no disruption to the provision of the Project (as well as outlining whether there are known staffing changes which will affect the 2015 sweep of the survey).
21. State the procedures and security checks (e.g. Disclosure Scotland) the organisation will follow to recruit staff. Provide details of the performance management and disciplinary procedures for staff including field staff.
22. Describe whether your organisation has sought accreditation under any recognised accreditation scheme (e.g. Charter Mark, Investors in People, ISO 9000) and the outcome; Give details of any accreditations of the proposed field force, for instance Market Research Quality Standards Association or Interviewer Quality Control Standards (ICQS).
23. State provisions for staff development and training. Describe your approach to continuous improvement, including involvement in benchmarking and details of any future plans. Describe how a programme of continuous improvement will improve the delivery of the Project during the Contract period.

Project management and quality control (maximum of 4 pages)

24. Provide details of your approach to project management including details of your proposed procedures for monitoring and maintaining the quality of the project, for ensuring timely and accurate delivery of the requirements detailed in the specification.
25. Outline your approach to documentation of processes throughout the project across all modules and how this will be maintained, including details of changes implemented with reasoning where appropriate.
26. Provide details of the communication and reporting strategies you will apply to ensure clear communication between fieldwork staff, yourself and the Scottish Government, for the project as a whole and for the main modules.

27. Provide details of the procedures used in monitoring progress, identifying problems and management processes (including escalation).

Ethics and Equality Issues (maximum of 3 pages)

28. Your tender must state which professional codes of practice you will follow.
29. Provide a statement of the **ethical issues** that are expected to arise in conducting the Project and a statement of how these will be addressed, including the systems you have in place to enable participation, achieve informed consent, ensure data protection, confidentiality and security.
30. Outline how your proposal helps Scottish Government comply with current Equality duties (<http://www.equalityhumanrights.com/scotland/public-sector-equality-duty/non-statutory-guidance-for-scottish-public-authorities/>) both with regard to the approach taken to conduct the Project, and the data and analysis the Project produces. The proposal should give due consideration to key equality aspects in the methodology and general approach the survey requires such as (but not exclusively) in using adapted survey materials, sampling, question phrasing and testing. It should also stipulate how analysis for the key equality characteristics (gender; age; disability; ethnic group; gender; religion or belief and sexual orientation) is supported by the data collected.
31. Outline arrangements for providing appropriate support for any interviewee/interviewer distress caused by interviews.
32. Confirm which employees will have Disclosure Scotland checks. It is possible that the additional modules may cover topics which may be sensitive to particular groups. Consideration should therefore be given to this eventuality and the level of disclosure which may be required.

Approach to risk management (maximum of 4 pages)

33. Provide a full risk assessment of the successful completion of the project within timescale and budget. These risks will be organisational or specific to the project (i.e. discussion of loss of data, confidentiality, cover if people leave, strategies for monitoring research and dealing with low response rate etc.). Tenderers must describe the risks, state what the likelihood is of their occurrence, describe what steps they will take to reduce that likelihood, and describe what measures they will take if the risks materialise.
34. Please note that assessment of risk assessment will cover the full tender, including proposals for questionnaire development, piloting, fieldwork, data processing and delivery. The risk assessment must also cover IT related issues, and a detailed Business Continuity Plan stating how you will address any major catastrophes / natural disasters and ensure continuity of the Project.
35. The risk assessment must be presented in a table similar to the one below.

Risk	Likelihood of Risk (low, medium or high)	Potential Impact	Mitigating Action(s)	Recovery Plan

36. Provide evidence (certificate) of public liability, professional indemnity and employer's liability to the levels contained in Schedule 6.

Pricing Schedule

37. Tenderers must complete the Pricing Schedule (Schedule 5) in accordance with the instructions contained within the document.

38. Tenderers must state how the Contract will be financially monitored.

Additional Guidance for submitting a tender

39. Responses should be based on the information given in the specification and upon the professional knowledge and expertise of the contractor.

40. It may be necessary to invite shortlisted contractors to give a short presentation of their proposal before a decision is made.

41. You should contact the Project Manager as soon as possible to inform them whether or not you intend to submit a tender. Tender documents should be submitted via Public Contracts Scotland.

Form of Tender

42. Tenderers must complete the Form of Tender (Schedule 7) and submit this along with their tender.



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Schedule 5: PRICING SCHEDULES

Schedule 5: PRICING SCHEDULES

Mandatory Completion

45. Tenderers must complete **all** tables below.

46. Your Fees and Expenses must cover liability for all costs including staff costs, attendance at meetings, equipment, access to data, any reimbursement of Project participants, travel and subsistence, overheads, and participation in any dissemination of the Project that is envisaged in the Specification and any other items not specifically mentioned but which you deem necessary for delivery of the Project. Payments will be phased and linked to the successful completion of key stages of the Project. Tenderers liable for VAT on government-funded research projects must indicate this in their proposal. Full economic costs must be made.

Fixed costs

47. Tenderers must provide costs for this Contract on a fixed costs basis. Prices shall be:

- Quoted in Pounds Sterling;
- Inclusive of all charges necessary to fulfil the requirements of the Specification;
- Inclusive of any charges for travel and subsistence to fulfil the requirements of the Specification;
- Inclusive of overheads and any other expenses;
- Charged to the Scottish Ministers in accordance with the Terms and Conditions;
- Shown exclusive of VAT;
- VAT must be shown separately where appropriate.

- a) **For each of the sweeps provide a detailed cost breakdown which clearly demonstrates the total cost quoted.**
- b) **The estimated budget for the delivery of the public attitudes survey is between £275,000 and £325,000 (based on 2 sweeps of the core plus an additional module (or two half modules) in each of 2013 and 2015) Tenderers must avoid submitting tenders above the estimated budget.**

Invoicing and payment

48. Payments will be made in arrears in accordance with the Terms and Conditions of contract and linked to the completion of key stages of the research, and submission of key outputs, such as interim reports, successful fieldwork outcomes and delivery of quality data.

49. The following pricing schedules must be completed and submitted in full (Each sweep must include all costs):

	Core Module 2013	Additional (2013)		Core Module 2015	Additional (2015)		Total
		Full module	Half mod-		Full module	Half mod-	

			ule			ule	
Development of questionnaire, including CAPI/CASI scripting							
Piloting and cognitive testing							
Fieldwork							
<i>Of which:</i>							
<i>Staffing costs</i>							
<i>Travel and Subsistence</i>							
<i>Equipment & Materials</i>							
<i>Other (provide details)</i>							
Project management							
Analysis and reporting							
<i>Of which:</i>							
<i>Delivery of clean data set</i>							
<i>Production of technical annex</i>							
<i>Production of full report and research findings</i>							
<i>Presentation of findings</i>							
Non-fieldwork related equipment and materials (provide full details)							
Non-fieldwork related Travelling expenses (provide details)							
Overheads (provide details)							
Other relevant expenses (provide full details)							
Cost for incentives (if relevant)							
Cost for Disclosure Scotland (if relevant)							
TOTAL COST (excluding VAT)							
TOTAL COST (including VAT)							
Additional Information:							

50. Please provide the staff time and costs associated with each of the following elements in the table below, for all staff involved (with the exception of fieldworkers):

Table of staff time allocation and costs (Please provide in a separate table for each sweep in 2013 and 2015 for core and additional modules)

<i>SWEEP</i>	<i>Questionnaire development</i>		<i>Project management</i>		<i>Data processing</i>		<i>Analysis and Reporting</i>		<i>Other (list)</i>		
	<i>Name, seniority, role, day rate</i>	<i>Days</i>	<i>cost</i>	<i>Days</i>	<i>cost</i>	<i>days</i>	<i>cost</i>	<i>days</i>	<i>cost</i>	<i>days</i>	<i>cost</i>
<i>Total</i>											

Inflation Assumptions

51. Please provide details of the inflation assumptions used in the tables above.

<i>Year</i>	<i>Inflation assumption</i>
<i>Sweep 2 (2015)</i>	



Scottish Government

**THE SCOTTISH GOVERNMENT INVITATION TO
TENDER FOR A PUBLIC ATTITUDES SURVEY
VEHICLE 2013-15**

Schedule 6: CONDITIONS OF CONTRACT

Schedule 6: CONDITIONS OF CONTRACT

52. This schedule provides details of special conditions that are intended to supplement the standard Scottish Government conditions (which are included at the end of this schedule).
53. The Contract will be governed by the Scottish Government: Social Research, Office of Chief Researcher Standard Conditions for Research and Consultancy Contracts, (SR/SC 17/04/2012), the Standard Conditions, a copy of which is at the end of this schedule.
54. The Contractor will be responsible for the design, fieldwork and data preparation to a standard agreed with the Scottish Ministers. It is the responsibility of the Contractor to ensure that the proposed methodology does not contravene the provisions of the Data Protection Act 1998. The attention of the Contractor is drawn to clause 11 of the Conditions. The tender must state which (if any) professional codes of practice they will follow.
55. In terms of clause 9 the ownership of the research material including the all reports and any data produced as a result of the research lies with the Crown.
56. The Crown shall also have ownership of all outputs including data and syntax created in the analysis of data generated by the public attitudes survey vehicle, as well as all CAPI and CASI scripting for the questionnaire.
57. Where errors are identified in the Contractor's CAPI script and subsequent data processing systems, the Contractor will correct these *within 30 working days*. The Contractor must undertake to inform the Scottish Ministers project management team of any errors immediately.
58. The successful Contractor must inform Scottish Ministers through the project management team of any complaints by respondents within 3 working days of the complaint being made.
59. It is our preference that the Contractor must abide by the appropriate professional guidelines; the guideline that Contractors will abide by must be specified in the response to the ITT.

Joint Contract working

60. If the Tender is from a consortium, please note that only one Tender from the consortium, nominating a lead organisation (which will be responsible for administration of the Contract and in which regard shall also act as the central point for payment purposes), will be accepted. The full names, designations, and current addresses of all members of the consortium and the lead organisation will require to be submitted. In addition, the Contract and ancillary documentation will be entered into with all members of the consortium, who will in these circumstances each be required to execute said Contract together with all ancillary documentation, evidencing their joint and several liability in respect of the obligations and liabilities of the Contract. Aside from the foregoing, it will otherwise

generally be for the members of the consortium to sort out their respective liabilities amongst each other.

Health and safety policies and systems

61. The Contractor will be required to conduct its undertakings in accordance with all Health and Safety statutory requirements, relevant guidance and best practice.

Equal opportunities

62. The Contractor must be an equal opportunities employer and service provider and comply with equal opportunities legislation. All staff involved in managing or delivering work under this Contract must ensure that they do not discriminate unlawfully against anyone, or treat anyone unfairly, on grounds of their sex, racial group (including colour, race, nationality, national or ethnic origin), disability, sexual orientation, religion, gender identity, age, trade union membership/non membership or marital, family or part-time status. The Contractor must also carry out appropriate monitoring of its equal opportunities policies and employment practices.

Sustainable development and the environment

63. The Contractor must adhere at all times to the Greening Government Policy.

<http://www.scotland.gov.uk/Topics/Government/18823/GreenGovCon/contents>

64. The Greening Government policy includes as part of its objectives improving the sustainability of business travel and minimising greenhouse gas emissions arising out of business travel, to contribute to improvements in air quality and reduce congestion.

Community Benefits In Procurement (CBIPs)

65. The Contractor agrees to consider the use of Social Enterprise organisations in the delivery of sub-contract requirements. Information on the skills and scope of services provided by such organisations are available through the following link:

<http://www.readyforbusiness.org/index.php>

Conflict of Interest

66. The Contractor shall take appropriate steps to ensure that neither the Contractor nor any employee, servant, agent, supplier or sub-contractor is placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or such persons and the duties owed to the Employer under the provisions of the Contract. The Contractor will disclose to the Employer (as appropriate) full particulars of any such conflict of interest which may arise.

67. The provisions of this Condition shall apply during the continuance of this Contract, any subsequent Order and indefinitely after its termination

Publicity, Media and Official Enquiries

68. The Contractor shall not make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the Employer.

69. The provisions of this Condition shall apply during the continuance of the Contract and indefinitely after its expiry or termination

Financial Information

70. The Contractor shall be obliged from time to time throughout the duration of the Contract to provide at the reasonable request of the Employer such financial information pertaining to the Contractor and its Parent Company as may be required to demonstrate its continued ability to carry out the works.

Contractor's Personnel

71. The Contractor shall ensure that all persons working on the site or in respect of it are fit and proper persons who have the right to live and work in the UK.

72. The Contractor shall ensure that all persons comply with the Security requirements of the Project (Appendix 4).

Waiver

73. The failure of either Party to insist upon strict performance of any provision of the Contract or the failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.

74. A waiver of any right or remedy arising from a breach of Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

Dispute Resolution Procedure

25. The Parties shall seek to resolve any dispute or difference arising under this Contract in accordance with the Dispute Resolution Procedure forming Appendix 1.

THE SCOTTISH GOVERNMENT CONDITIONS OF CONTRACT FOR SOCIAL RESEARCH

These Conditions may only be varied with the written agreement of the Client. No terms or conditions put forward at any time by the Contractor shall form any part of the Contract unless specifically agreed in writing by the Client.

1. DEFINITIONS

In these Conditions:

'Client' means the Scottish Ministers;

'Contractor' means the person or organisation to whom the Contract is issued;

'Project' means the services to be provided as specified in the Award Letter;

'Contract' means the contract between the Client and the Contractor consisting of the Award Letter, these Conditions and any other documents (or parts thereof) specified in the Award Letter;

'Award Letter' means the document setting out the Client's requirements for the Contract.

'References to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees.'

2. THE PROJECT

2.1 The Contractor shall complete the Project with reasonable skill, care and diligence in accordance with the Contract. Further, the Contractor shall abide by the appropriate guidelines (if any) of their profession in the carrying out of the Project.

2.2 All research by or on behalf of the Contractor in terms of the Contract shall be carried out in accordance with the ethical guidelines applicable to the Contractor's profession, any applicable guidelines laid down by any professional body or association of which the Contractor is a member, and carried out in accordance with the directions or recommendations of any ethics committee which has approved the research.

2.3 The Contractor shall if appropriate in terms of the Project conduct its research with a view to reaching an evidence based conclusion or set of conclusion(s), shall provide evidence for any such conclusions, shall be able to demonstrate a

clear line of reasoning in the reaching of such conclusion(s) and, where opinions or claims are proffered or necessary in relation to research findings or conclusions, be able to substantiate such with clear and accurately recorded data. Should the Project not require conclusions or a final report the Contractor shall nevertheless carry out the Project with due diligence, care and attention.

2.4 The Contractor shall comply with any direction or instruction of the client with regard to the carrying out of the research.

2.5 Questionnaires involving commercial or business concerns, or local authorities, require prior approval from the Client and the Contractor shall wait for such approval before issuing questionnaires to such bodies.

2.6 If the Project requires written reports and/or submissions to be provided by the Contractor to the Client the Contractor shall ensure that all such reports or submissions shall be completed to a high standard, and completed with sufficient skill, care and diligence to meet the expected outcome of the Project, such standard being, in the sole opinion of the Client (having regard to the reasonable standards of content and presentation expected from the Contractor's profession), of the quality required to satisfy the expected outcome of the project, such outcome being defined in the award letter attached hereto.

2.7 Should the final report be deemed by the Client as not being in accordance with the terms of the Contract, or not of an acceptable standard, the Client will view this failure as a serious breach of the Contract.

2.8 If the Contractor fails to meet the conditions imposed in clauses 2.1 – 2.7 above, the Client may, but shall not be bound to:

(a) require the Contractor to carry out further research to the standard required in terms of this Contract and/or draft further evidenced conclusions based upon such further research, or;

(b) require the Contractor to improve, redraft and /or resubmit any report or submission, on as many occasions as are necessary in the opinion of the Client in order that it may meet the required standard as defined above and in the award letter attached hereto, or;

(c) withhold the final payment until a report which is acceptable to the Client is received, or;

(d) require the Contractor to repay such sum already paid under the Contract as the Client thinks fit, or;

(e) if the Client thinks fit, terminate the contract with immediate effect.

For the avoidance of doubt the Client shall not be bound to exercise its rights in terms of 2.8 (a) – (d) prior to the exercise of its rights in terms of clause 2.8 (e).

2.9 The Contractor shall provide the Client with such reports of its work on the Project at such intervals and in such form as the Client may from time to time require. Such reports shall show progress of research in relation to any contractual programme or timetable, the cost of work during the period covered by the report and a review of any factors likely to affect the satisfactory completion of the Project in accordance with the timetable. Included in such reports, and without prejudice to the foregoing generality, shall be audit reports on money spent by the Contractor to date at any time during the contract period, together with time sheets or other similar documentation (if applicable) relative to any personnel contracted, employed or engaged to provide any services under the Contract.

2.10 The Contractor must not undertake any work while engaged in terms of this Contract, which would lead to a conflict of interest between its duties to the Client and its duties in carrying out that other work, or which would mean that it would be unable to meet its obligations in terms of this contract.

2.11 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any employee, servant, agent, supplier is placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or such persons and the duties owed to the Employer under the provisions of the Contract. The Contractor will disclose to the Employer

(as appropriate) full particulars of any such conflict of interest which may arise.

2.12 The provisions of this Condition shall apply during the continuance of this Contract and indefinitely after its termination.

2.13 If it appears to the Contractor that the Project is not likely to be completed by the completion date, or that the amount of expenditure specified in the contract is, or is likely to be, exceeded, the Contractor shall immediately notify the Client of the fact, together with the reasons for the delay or increase in expenditure, and give an estimate of the additional time and/or expenditure required to complete the Project.

2.14 On the occurrence of any of the events mentioned in Clause 2.11 above, the Client may in its absolute discretion do one or any of the following:

- (a) vary the Project or any part of it so that the Project may be completed without exceeding the contract budget; or
- (b) extend the completion date; or
- (c) increase the expenditure specified in the Contract; or
- (d) terminate the contract by giving the contractor not less than 7 days notice to that effect.

2.15 The Contractor shall afford the Client reasonable access to the Project, including any work in progress, and to all documents (in particular documents recording methodology and results, field observations, and analyses of data) produced in connection with the Project, and the Contractor will provide the Client with copies of any documents referred to in this Clause if requested to do so by the Client.

2.16 The Client may set up a research advisory group to consider the conduct and progress of the Project. The Contractor will be required to attend meetings of the group and provide reports on progress with the work.

2.17 The Contractor shall act as employer of any staff required for the research and shall accept all normal duties and responsibilities of any employer including, without prejudice to the foregoing generality, those relating to superannuation, national insurance and income tax.

2.18 The Scottish Ministers shall not be liable to indemnify the Contractor against claims for

compensation, redundancy payment, or any other claims for which the Contractor may become liable as an employer.

2.19 The Project shall be completed and a final draft report and/or other agreed output made available to the Client by the date set out in the Contract. Thereafter the final report shall be submitted in hard copy, together with an electronic copy in a format compatible with the Client's systems and software, (which the Contractor shall be advised of), shall be delivered to the Client on or before the completion date specified in the Award Letter and, unless otherwise agreed by the Client, shall include:

- (a) a statement of the aims and objectives, methods, findings and conclusions of the Project; and
- (b) a concise summary of the report.

The final report shall be submitted fully proof-checked and ready for publication. Further work should not require to be done by the Client.

2.20 The Client reserves the right to publish the final report.

3. CONTRACTOR'S PERSONNEL

3.1 The Contractor shall make available for the purposes of the Project any individuals named on the Award Letter as key personnel. The Contractor shall provide the Client with a list of the names and addresses of all others regarded by the Contractor as key personnel and, if and when instructed by the Client, all other persons who may at any time be concerned with the Project or any part of it (other than those whose duties will be purely clerical), specifying in each case the capacities in which they are so concerned and giving such other particulars, such as details of their qualifications, previous experience and employment, and evidence of identity and other supporting evidence, as the Client may reasonably require. The Client may at any time by notice to the Contractor designate any person concerned with the Project or any part of it as a key person. The Contractor shall not without the prior written approval of the Client make any changes in the key personnel referred to in this paragraph.

3.2 The decision of the Client shall be final and conclusive as to whether any person is or is not to become involved in or to be removed from involvement in the Project, or as to the designation or approval of key personnel, or as to whether the Contractor has furnished the information or taken the steps required of him by this Condition .

3.3 The Contractor shall bear the cost of any notice, instruction or decision of the Client under this Condition.

4. ASSIGNATION AND SUB-CONTRACTING

4.1 The Contractor shall not assign or sub-contract any portion of the Contract without the prior written consent of the Client. Sub-contracting any part of the Contract shall not relieve the Contractor of any obligation or duty attributable to him under the Contract or these conditions.

4.2 Notwithstanding condition 4.1 of this Contract the Contractor may assign to another person (an "assignee") the right to receive payment of fees or any part thereof due to the Contractor under this Contract. The Contractor shall notify or procure that any assignee notifies the Client of any variations to the arrangements for payment of fees or for handling invoices, in each case in good time to enable the Client to redirect payments or invoices accordingly. In the absence of such notification the Client shall be under no obligation to vary its arrangements for payment of fees or for handling invoices.

4.3 Where the Contractor enters a sub-contract with a Sub-contractor for the purpose of performing the Contract, it shall cause a term to be included in such sub-contract which requires payment to be made to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.

5. CHANGE TO CONTRACT REQUIREMENTS

5.1 The Client may order any variation to any part of the Project that for any reason shall in its opinion be desirable. Any such variation may include (but shall not be restricted to) additions, omissions, alterations, substitutions to the Project and changes in quality, form, character, kind, timing, method or sequence of the Project .

5.2 Save as otherwise provided herein, no variation of the Project as provided for in Clause 5.1 hereof shall be valid unless given or confirmed in the form of an order given by the Client. All such orders shall be given in writing provided that if, for any reason, the Client shall find it necessary to give any such order orally in the first instance, the Contractor shall comply with such oral order which must be confirmed in writing by the Client within 2 working days of the giving of such oral order by the Client, failing which the variation made by such oral

order shall cease to have effect on the expiry of the said 2 working day period.

- 5.3 Where any such variation of the Project made in accordance with Clauses 5.1 and 5.2 has affected or may affect the costs incurred by the Contractor in providing the Project, the Contractor will notify the Client in writing of the effect which it has had or may have on the said costs and such notification shall be considered by the Client, who shall take all of the facts into account (including such information as may be provided by the Contractor in respect of the effect which such variation has had or may have on the costs incurred by the Contractor in providing the service) and may authorise such alteration to the sums to be paid to the Contractor in accordance with the provisions of the Contract as are, in its opinion, appropriate and reasonable in the circumstances.

6. FEES AND EXPENSES

- 6.1 The Client shall pay to the Contractor fees and expenses at the rate specified in the Award Letter.
- 6.2 The Contractor shall be entitled to be reimbursed by the Client only for expenses reasonably and properly incurred by him in the performance of its duties hereunder, subject to production of such evidence thereof as the Client may reasonably require.
- 6.3 Unless otherwise stated in the Contract, payment will be made within 30 days of receipt and agreement of invoices, submitted in arrears, for work completed to the satisfaction of the Client.
- 6.4 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

7. AUDIT

The Contractor shall keep and maintain until 3 years after the Contract has been completed records to the satisfaction of the Client of all expenditures which are reimbursable by the Client and of the hours worked and costs incurred by the Contractor or in connection with any employees or contractors of the Contractor paid for by the Client on a time charge basis. The Contractor shall on request afford the Client or its representatives such access to those records as may be required by the Client in connection with the Contract.

8. CORRUPT GIFTS OR PAYMENTS

The Contractor shall not offer or give or agree to give, to any member, employee or representative of the Client any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Client or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Contract. The attention of the Contractor is drawn to the criminal offences created by the Prevention of Corruption Acts 1889 to 1916.

9. PATENTS, INFORMATION AND COPYRIGHT

- 9.1 It shall be a condition of the Contract that, except to the extent that the Project incorporates any intellectual property furnished by the Client, nothing done by the Contractor in the performance of the Project shall infringe any patent, trade mark, registered design, copyright or other right in the nature of intellectual property of any third party and the Contractor shall **indemnify** the Client and the Crown against all actions, claims, demands, costs and expenses which the Client or the Crown may suffer or incur as a result of or in connection with any breach of this Condition.
- 9.2 All rights (including ownership and copyright) in any reports, documents, specifications, instructions, plans, drawings, patents, models, designs, software, source codes, or other materials whether in writing or in electronic or other media:
- (a) furnished to or made available to the Contractor by the Client shall remain vested in the Crown absolutely,
 - (b) created or prepared by or for the Contractor for use, or intended use, in relation to the performance of this Contract are hereby assigned to and shall vest in the Crown absolutely, and (without prejudice to Condition 13.2) the Contractor shall not, and shall procure that its servants and agents shall not (except to the extent necessary for the implementation of this Contract, or in terms of clause 9.3 below), without the prior written consent of the Client use or disclose any such reports, documents, specifications, instructions, plans, drawings, patents, models, designs or other material as aforesaid or any other information (whether or not relevant to this Contract) which the Contractor may obtain pursuant to or by reason of this Contract, except information which is in the public domain otherwise than by reason of a breach of this provision, and in particular (but

without prejudice to the generality of the foregoing) the Contractor shall not refer to the Client or the contract in any advertisement without the Client's prior written consent.

- (c) in the event that the Contractor intends to use any reports, documents, specifications, instructions, plans, drawings, patents, models, designs, source code or other material in respect of which the Intellectual Property Rights (IPR) vests in the Contractor then, to the extent that the Contractor is able to do so, it will agree with the Client before entering into this contract a comprehensive schedule of any such materials which will form part 1 of the Schedule hereto and in respect of which the Contractor will grant to the Client a permanent, non-exclusive and Royalty free licence for the use of these materials. Further in the event that the Contractor wishes to introduce such materials during the currency of the Contract then it shall first obtain the consent of the Client to the inclusion of this material within the schedule and it shall likewise agree to grant the Client a licence in terms similar to that granted in respect of material expressed and agreed as forming part of the schedule prior to the Contract commencement date.

Failing any notification by the Contractor to the Client of any such material either before the Contract commencement date or during the currency of the Contract then all material used in connection with the project shall remain vested in the Crown as expressed in 9.2 (a) and (b) above.

- 9.3 The Contractor may on non-exclusive terms and throughout the world reproduce, re-use, and base work on any reports, documents, specifications, instructions, plans, drawings, patents, models, designs, software, source codes, or other material, (all hereinafter referred to as "Project Outcomes"), which are created or prepared by the Contractor in terms of meeting the aims of the Project under the Contract for the purposes of non-commercial research under the Copyright, Designs and Patents Act 1988 without requiring permission or a licence. All other re-use, including re-use for the purpose of commercial research, shall be subject to licence terms available from the Queen's Printer for Scotland. Details of how to apply online for a click-use licence can be found on the www.opsi.gov.uk website.
- 9.4 The operation of clause 9.3 above shall be subject to the provisions of clause 13.1 to 13.8.

- 9.5 The provisions of this Condition 9 shall apply during the continuance of this Contract and after its termination howsoever arising. However, notwithstanding the above, should this Contract be terminated by the Client due to a default on the part of the Contractor, (included within such a breach of clauses 2.1 – 2.7), or a termination in terms of clause 14.3, then the licence provided by the Client in terms of clause 9.3 shall be revoked.

10. INDEMNITIES AND INSURANCE

- 10.1 The Contractor shall **indemnify** and keep **indemnified** the Client, the Crown, its servants and agents and any persons who provides the Contractor with data in connection with the Project (hereinafter referred to as the "Data Providers"), against all actions, claims, demands, costs and expenses incurred by or made against the Client or the Crown, its servants or agents or the Data Providers in respect of any loss or damage or personal injury (including death) which directly arises from any advice given or anything done or omitted to be done under this Contract to the extent that such loss, damage or injury is caused by the negligence or other wrongful act of the Contractor, its servants or agents.

- 10.2 The Contractor's total liability to the Client arising from or in connection with the performance of the Project and this Contract whether arising in contract or delict (including negligence) or otherwise howsoever shall be no more than £1,000,000. However nothing in this clause shall limit the Contractors liability for death and personal injury which is caused by the negligence of the Contractor

- 10.3 Neither party shall be liable whether in contract or delict (including negligence) or otherwise howsoever for any indirect or consequential loss or damage.

- 10.4 Nothing in this Contract excludes or limits either party's liability for personal injury or death caused by the negligence of that party.

- 10.5 The Contractor (if an individual) represents that he is regarded by both the Inland Revenue and the Department for Work and Pensions or any successor thereto as self-employed and accordingly shall indemnify the Client against any tax, national insurance contributions or similar impost for which the Client may be liable in respect of the Contractor by reason of this Contract.

10.6 The Contractor shall effect with an insurance company or companies acceptable to the Client a policy or policies of insurance covering all the matters which are the subject of the indemnities and undertakings on the part of the Contractor contained in this Contract in the sum being the value of the Contract.

10.7 If requested, a certificate evidencing the existence of such policies shall be provided by the Contractor to the Client.

11. DATA PROTECTION

11.1 The Contractor recognises that the Client is the Data Controller (in terms of the Data Protection Act 1998) of all information and data collected by the Contractor in the course of its duties under the Contract as the research is being carried out on the Client's behalf.

11.2 The Contractor will have due regard to the provisions of the Data Protection Act 1998 when carrying out the Project and comply with the provisions of the Act as if it was the Data Controller under its terms. However in recognition of the fact that the Contractor is not the Data Controller the operation of this Clause shall in no way prevent, or be used by the Contractor to prevent the transfer of any or all personal data to the Client by the Contractor should the Client require such data.

11.3 The Contractor shall collect personal data in a way compliant with the provisions of the Data Protection Act 1998. The Contractor shall notify the data subjects, on or before the time of collection of any personal data, the reasons for the collection of the personal data, the use to which such data may be put, and that such data is collected on behalf of the Client and may be passed to the Client for its use in accordance with the reasons for collection given to the data subjects by the Contractor.

11.4 The Contractor shall ensure that only such of its employees who may be required by the Contractor to assist it in meeting its obligations under this Contract shall have access to the personal data. The Contractor shall ensure that all such employees have undergone training in the law of data protection and in the care and handling of personal data.

11.5 The Contractor shall ensure that all such employees referred to in Clause 11.4 shall have to comply with robust password security in order to access personal data. The Contractor shall ensure that each such employee has a user account on each of the Contractor's IT systems on which

personal data is stored. Further, the Contractor shall ensure that each employee uses a password unique to them to access each of their user account(s). Any such password shall only be known to the employee it belongs to. The Contractor shall ensure that password security on all IT systems on which personal data is stored shall meet the following minimum standards:

- an employee shall only be able to use a password for a minimum of 1 day and a maximum of 60 days; and
- a password must contain at least 8 characters and must include three of the following; upper case character(s); lower case character(s); numbers; or special character(s).

If an employee with a user account leaves the employment of the Contractor or is absent from work for any longer than their normal leave entitlement (for example, due to maternity leave, a career break or prolonged sick leave), the Contractor shall ensure that that employee's user account(s) is/are immediately disabled and that all the personal data contained within is recovered.

11.6 The Contractor undertakes to process personal data in accordance with the laws of the United Kingdom. Where data is transferred to any employee, representative or agent of the Contractor or to the Client, the Contractor will ensure that all reasonable safeguards are used to ensure that the data is transferred securely. For example, the Contractor shall ensure that all person identifiable information is removed from completed paper questionnaires and that completed paper questionnaires are transported by secure courier at all times. The Contractor shall also ensure that all personal data transmitted by email or other storage media is fully encrypted.

11.7 The Contractor hereby agrees to assist the Client with all subject information requests which may be received from the data subjects of the personal data.

11.8 The Contractor undertakes that it shall not use the personal data for any purposes which may be inconsistent with those notified to the data subjects on or before the time of collection.

11.9 The Contractor undertakes not to disclose the personal data to a third party (including subcontractors) in any circumstances other than at the specific request of the Client. Before

disclosing personal data to any such third party, the Contractor shall enter into an agreement with such third party obliging said third party to comply with the Data Protection Act 1998 and all the obligations contained within this Clause 11. Without prejudice to any rights or remedies of the Client, the Contractor shall fully **indemnify** the Client against all actions, suits, claims, demands, losses, charges, costs and expenses which the Client may suffer as a result of or in connection with any breach of these obligations by a third party.

11.10 The Contractor will allow its data processing and storage facilities, procedures and documentation to be subjected for scrutiny by the auditors or representatives of the Client in order to ascertain compliance with the relevant laws of the United Kingdom and the terms of this Contract.

11.11 The Contractor warrants that it has appropriate operational and technological processes and procedures in place to safeguard against any unauthorised access, loss, disruption, theft, use, or disclosure of the personal data. In particular, but without prejudice to the generality of the foregoing, the Contractor shall ensure that where its employees or any third party accesses the Contractor's IT systems remotely (such as from their home address), appropriate technical security controls shall be in place in order that the Contractor's IT systems shall remain free from virus infection and unauthorised access by any other party. The Contractor warrants to the Client that in relation to this Contract it shall comply strictly with all requirements of the Data Protection Act 1998 together with any subsequent re-enactment.

11.12 Contractors must comply with the standards and guidance issued by the Information Commissioner entitled 'Notification of Data Security Breaches to the Information Commissioner's Office' and the 'Guidance on data security breach management'. Contractors must notify the Scottish Government immediately of any Data Security Incidents. A Data Security Incident means any incident which involves the loss, release or corruption of personal data.

11.13 The Contractor shall ensure that any USB memory sticks used to hold personal data are encrypted. The Contractor shall maintain an inventory of all the encrypted USB memory sticks it owns. The Contractor shall ensure that all laptops used to collect and store personal data will have whole disk encryption.

11.14 The Contractor shall ensure that the appropriate physical and environmental security

controls (to include a temperature controlled environment) are in place with regard to all its IT systems and software to ensure that the personal data stored on said systems and software cannot be accidentally or maliciously interfered with. In addition, the Contractor shall ensure that there are adequate access control arrangements within all establishments where it carries out its business (to include where it stores or processes personal data or where it has located IT infrastructures hosting personal data). Such access control arrangements shall be sufficient to prevent unauthorised access to such establishments.

11.15 The Contractor shall delete all personal data in accordance with the timetable specified in the Award Letter or such other timetable as may be specified by the Client. The contractor shall also ensure that backup tapes holding personal data will be erased in accordance with the timetable specified by the Client. The Contractor shall ensure that all personal data on its hardware is erased, that all media (e.g. CDs and DVDs) containing personal data is stored securely and that such media and hard drives containing personal data are timeously and securely destroyed in compliance with the Data Protection Act 1998. For the avoidance of doubt personal data shall not be regarded as deleted or erased from any media if it can nevertheless be recovered from that media by any means.

11.16 The Contractor shall **indemnify** the Client and the Data Providers against all losses, costs, expenses, damages, liabilities, demand claims, actions or proceedings which the Client or the Data Providers may incur arising out of any breach by the Contractor of the above Clauses 11.1 to 11.15.

11.17 In this Clause 11 any reference to "data", "personal data", "data subject" and "processing" shall have the meaning given in section 1 of the Data Protection Act 1998.

12. DISCRIMINATION

The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Sex Discrimination Act 1975, Race Relations Act 1976, Disability Discrimination Act 1995 or any other statute, or any statutory modification or re-enactment thereof relating to discrimination in employment. The Contractor shall take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of the Contractor and all sub-contractors employed in the execution of the Contract.

13. OFFICIAL SECRETS ACTS, CONFIDENTIALITY AND ACCESS TO GOVERNMENT INFORMATION

- 13.1 The Contractor undertakes to abide and procure that its employees abide by the provisions of The Official Secrets Acts 1911 to 1989.
- 13.2 The Contractor shall keep secret and not disclose and shall procure that its employees keep secret and do not disclose any information of a confidential nature obtained by the Contractor by reason of this Contract except information which is in the public domain otherwise than by reason of a breach of this provision.
- 13.3 All information related to the Contract with the Contractor will be treated as confidential by the Client except that:
- (a) references may be sought from banks, existing or past clients, or other referees proposed by the Contractor, and
 - (b) disclosure may be made of such information relating to the outcome of the procurement process as may be required to be published in the Official Journal of the European Union or elsewhere in accordance with EC Directives or UK Government policy on the disclosure of information regarding government contracts. This disclosure may include the number of tenders received, the identity of the successful tenderer, the winning contract price, the specification of goods or services to be supplied, terms and conditions of contract, quality and performance standards, and subsequent performance against those quality and performance standards.
 - (c) All information submitted to the Client may need to be disclosed and/or published by the Client. Without prejudice to the foregoing generality, the Client 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 Client may also disclose all information submitted to it 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 Client shall if it sees fit disclose such information but is 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.
- 13.4 The Contractor or any of its employees or agents shall not communicate with the media or otherwise place in the public domain:-
- (a) any information or knowledge acquired by the Contractor or any of its employees or agents as a consequence (directly or indirectly) of its performance of this contract, or
 - (b) any views or opinions relating to the Client or the Contract, without the prior written approval of the Client.
- 13.5 The Contractor shall procure that all Confidential Information disclosed to it by the Client under this Contract or which may at any time during the term come into The Contractor's knowledge, possession or control, shall be kept secret and confidential and shall not be used for any purposes other than those required or permitted by this Contract and shall not be disclosed to any third party except insofar as this may be required for the proper operation of this Contract and then only with the express authorisation of The Client.
- 13.6 The Contractor shall notify The Client promptly if any Confidential Information is required by law to be disclosed by it or any other person receiving it under or pursuant to this Contract and shall co-operate with The Client regarding the manner of such disclosure (but without prejudice to any obligation to comply with any law).
- 13.7 The provisions of this Condition 13 shall apply during the continuance of this Contract and after its termination howsoever arising.
- 13.8 In principle, the Client supports the publication and dissemination of research findings. However, the Client's prior agreement must be obtained in writing if at any time during the conduct of the Project prior to any publication of a final report by the Client, it is intended to publish, present or communicate publicly any findings from the Project. Permission must be sought at least 6 weeks in advance of the date of the intended presentation or publication, The Client will have the right to refuse permission to the Consultant to publish and/or will have the right to amend factual inaccuracies within the final report and to

publish a disclaimer as to views or conclusions expressed.

14. TERMINATION

14.1 The Contractor shall notify the Client in writing immediately upon the occurrence of any of the following events:

(a) where the Contractor is an individual and if a petition is presented for the Contractor's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Contractor, or he 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

(b) where the Contractor is not an individual but is a firm, or a number of persons acting together in any capacity, if any event in (a) or (c) of this Condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Contractor to be wound up as an unregistered company; or

(c) where the Contractor is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrator, administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

14.2 On the occurrence of any of the events described in paragraph 14.1, or if the Contractor shall have committed a material breach of this contract and (if such breach is capable of remedy) shall have failed to remedy such breach within 14 days of being required by the Client in writing to do so, or, where the Contractor is an individual, if he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983 or of Part V of the Mental Health (Scotland) Act 1984, or any statutory modification or re-enactment thereof the Client shall be entitled to hold this Contract terminated with immediate effect, regardless of notice to that effect being served.

14.3 In addition to its rights of termination under paragraph 14.2, the Client shall be entitled to terminate this Contract by giving to the Contractor not less than 7 days' notice to that effect. In the event of such termination, the Contractor shall, if required to do so by the Client, prepare and submit to the Client a report

on the work done prior to the termination and making such recommendations as may be based on the work done prior to termination.

14.4 In the event of termination of the Contract for any reason, the Contractor shall at the discretion of the Client furnish the Client with a report or other output as may be reasonable in the circumstances, and the Contractor will promptly return to the Client any documents, information, or materials obtained by the Contractor as a result of the Contract.

14.5 In the event that the Contractor provides the Client with such a report as per the terms of clause 14.3 and 14.4, the Client shall pay to the Contractor such proportion of the Contractor's fees as in its sole opinion it sees fit.

14.6 Termination under paragraphs 14.1 to 14.3 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Client and shall not affect the continued operation of Conditions 9 and 13.

15. RETURN OF DOCUMENTS

15.1 The Contractor will return to the Client promptly upon the Client's request any document, paper, material or information supplied by or obtained from the Client or any Government Department in connection with the Contract, or extracted from such documents, papers, materials or information.

15.2 Where the Contract has been terminated the Contractor may retain any documents papers, materials or information which shall be required by him to prepare any report required. Promptly upon submission of any report to the Client, the Contractor will return any documents, papers, materials or information which he may have retained in terms of this paragraph, and which the Client has indicated it requires. However for the avoidance of doubt the Contractor shall not be bound to return any documents, papers, materials or information which is specified in the schedule relative to clause 9.2 (c) above and attached hereto.

16. NOTICES

Any notice given under or pursuant to the Contract may only be sent by first class recorded delivery post to the address of the party shown on the Award Letter, or to such other address as the party may by notice to the other have substituted therefor, and shall be deemed effectively given on the day when in the ordinary course of recorded delivery post it would first be received by the addressee in normal business hours.

17. STATUS OF CONTRACT

Nothing in the Contract shall have the effect of making the Contractor the servant of the Client or the Crown.

18. ARBITRATION AND DISPUTE RESOLUTION

All disputes, differences or questions between the parties to the Contract with respect to any matter or thing arising out of or relating to the Contract, other than a matter or thing as to which the decisions of the Client is under the Contract to be final and conclusive, and except to the extent to which special provision for arbitration is made elsewhere in the Contract, shall be referred to a single arbiter to be mutually chosen by the parties or, failing agreement, nominated by the President of the Law Society of Scotland for the time being on the application of either party. Any such reference to arbitration shall be deemed to be an

agreement to refer to arbitration within the meaning of the Arbitration (Scotland) Act 1894.

19. HEADINGS

The headings to Conditions shall not affect their interpretation.

20. GOVERNING LAW

These Conditions shall be governed by and construed in accordance with Scottish law and the Contractor hereby irrevocably submits to the jurisdiction of the Scottish courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Client to take proceedings against the Contractor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

Appendix 1: Dispute Resolution

1 DISPUTE PROCEDURE

The parties to this contract will use their best endeavours to resolve in good faith any dispute or difference which may arise between them in accordance with one of the dispute resolution procedures ("the Procedure") set out below.

Step 1: Defining the Dispute

A dispute or difference will be deemed to arise when one party notifies the other in writing (with a copy to the Dispute Review Board "DRB") of its grievance, dispute or claim of whatever nature arising out of, in connection with, or in relation to the negotiation, execution, interpretation, performance or breach of this agreement, including but not limited to any claim based on contract, tort, equity, or domestic or international statute. ("the Dispute").

Step 2: Negotiation

The parties must first use their respective best endeavours to consult and negotiate with each other, in good faith and, recognising their mutual interests, attempt to reach a just and equitable settlement of the Dispute satisfactory to both parties. To such end the parties must within 5 Working Days of a Dispute arising convene a meeting in an attempt to resolve the Dispute. If they do not reach such a settlement within a period of 15 Working Days or such extended period as the parties may agree, then the Dispute will thereafter be managed by the DRB in accordance with Step 3 and/or Step 4 and/or Step 5 below.

Step 3: DRB Initial Meeting

Constitution of DRB

- 3.1 The DRB will be appointed upon the execution of the Contract and must consist of three persons. (See Annex A)
- 3.2 If the above persons are unable or unwilling to serve on the DRB or there is a vacancy in the DRB for any reason, then each of the parties must first seek an appropriate replacement.
- 3.3 Each party will appoint one member for the approval of the other party and the parties will mutually agree on the third who will act as Chair person. If the parties are unable to agree the appointment of a Chair person then the other two members of the DRB shall nominate such person from an approved list which shall contain 3 names selected by the Prime Contractor and 3 names selected by the Employer.
- 3.4 If the parties are unable or unwilling to comply with Clauses 3.2 and 3.3 above, having been notified of the position set out in Clause 3.2, the persons appointed pursuant to Clause 3.1 upon execution of the Contract

to act as the DRB shall be entitled to select the alternative DRB members either in whole or in part as the case may be and such selection shall be final and binding and not capable of challenge.

- 3.5 Any person appointed as a DRB member, including those nominated by any one party, must be neutral and must disclose to the Employer and the Contractor any circumstance likely to affect his or her impartiality, including any bias or any financial or personal interest in the result of the DRB process or any past or present relationship with the parties or their representatives. When making a decision each member of the DRB must act independently.
- 3.6 The remuneration of the members of the DRB will be paid by the party so nominating that member. The chairperson will be remunerated by the Employer, except when acting specifically as a direct result of a dispute. In which circumstance, the remuneration will be paid in equal portions by the parties up to a maximum of £200 per hour. If one party fails to pay, the other party may pay on its behalf. In this event the party who pays can recover from the party in default. Payments made by the Contractor to both the Chairman and the Independent member in the event of a dispute will not be recoverable from the Employer.
- 3.7 Once constituted the DRB's appointment can terminate only by agreement of the parties. A member of the DRB can be changed with the agreement of the parties.
- 3.8 No member of the DRB may sit as a mediator.

Timetable of Events and Procedure

- 3.9 Details of the Dispute must be presented in writing to the DRB within 15 working days of the reference. The DRB will first decide when to conduct a first hearing. For an urgent matter this should be within a maximum of 15 working days.
- 3.10 At the first hearing each party will be given full opportunity to present its views. After each party has made a presentation, the DRB will consider the parties' positions. The DRB may schedule additional meetings with the parties, if it deems appropriate.

Recommendations

- 3.11 Following the hearing the DRB must within 5 working days after the hearing, make its recommendations in writing resolution of the Dispute to all parties.
- 3.14 The DRB must strive for consensus and unanimity in its recommendations. If such is unattainable, separate written recommendations may be made as majority or minority reports.

- 3.15 The parties will proceed to Step 4 or Step 5 as recommended or ordered by the DRB.
- 3.16 Without prejudice to clause 3.11 the DRB shall use its best endeavours to assist the parties to settle and resolve disputes which may arise.

Costs

- 3.17 Unless the parties otherwise agree, the fees and expenses of the DRB for each stage of dispute resolution will be borne by the parties in equal shares. Each party will also pay its own costs of individual representation at the hearing of the DRB.

Step 4: Consensual Resolution

Mediation

- 4.1 If the dispute remains unresolved following the issue of the recommendations for resolving the dispute by DRB the parties agree to use their respective best endeavours in good faith to settle the Dispute by mediation before having recourse to adjudication or court proceedings. The mediation will be conducted as described at clauses 4.2 to 4.14 below.

Appointment of Mediator

- 4.2 The mediator will be appointed on the advice of Centre for Effective Dispute Resolution (CEDR) and in accordance with their rules for mediation. The mediator so appointed must be neutral and must disclose to the Employer and the Contractor any circumstance likely to affect his or her impartiality, including any bias or any financial or personal interest or any past or present relationship with the parties or their representatives. When making a decision the mediator must act independently.

Procedure

- 4.3 Procedure at the mediation will be determined by the mediator, in consultation with the parties. The mediator may also consult with the DRB and the DRB can make proposals to the mediator with regard to the organisation and procedure for the mediation. Either of the parties or the mediator shall be entitled in their absolute discretion to terminate a mediation session at any time without giving any reason.
- 4.4 The purpose of the mediation process is to seek a mutually acceptable resolution of the Dispute. To facilitate a resolution, the mediator and the parties' representatives will explore the facts and strengths and weaknesses of each side's positions, both together and privately with the mediator. Accordingly, both in the exchange of information and opinions, and in the examination of that information, the parties will have the

opportunity and responsibility to disclose candidly all the facts, theories, and opinions on which they intend to rely.

- 4.5 The mediator may hold private sessions with only one party. These private sessions are designed to improve the mediator's understanding of that party's position. Information gained by the mediator through such a session is confidential unless it is already publicly available, or the mediator is specifically authorised by that party to disclose it.

Exchange of Information

- 4.6 Prior to the mediation both parties will submit to the mediator a written summary of the factual and legal issues in the Dispute and relevant background documentation. Each party may submit whatever existing, documents it considers would be helpful to the mediator in understanding and evaluating the Dispute.

Mediator's Report

- 4.7 If the parties require and the mediator agrees that it would be helpful, the mediator may produce a written report of the case with recommendations on terms of settlement. This will not constitute an attempt to anticipate what a DRB might order but rather the mediator's suggestions as to the settlement terms which are considered appropriate in all the circumstances.

Terms of Settlement

- 4.8 If an agreement to settle the Dispute is reached, it will be reduced to writing and signed by the parties. No agreement as to the terms of any settlement reached during the mediation shall be legally binding unless and until it is reduced to writing and signed by the parties.
- 4.9 The final outcome of the mediation shall be notified by the mediator to the DRB.

Privilege & Evidential Issues

- 4.10 All offers, promises, conduct and statements whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, who for this purpose alone is the parties' joint agent and mediator in these negotiations are confidential and privileged. The mediation shall therefore be deemed to have been conducted on the same basis as without prejudice negotiation in proceedings.
- 4.11 All documents, submissions and statements produced for the purposes of the mediation whether oral or written shall be inadmissible and not subject to discovery in any arbitration, legal or any other similar proceedings except that evidence that is otherwise admissible or discoverable shall not become inadmissible or non-discoverable by

reason of its use in connection with this mediation. Neither party may have access to any of the mediator's notes or call the mediator as a witness in any proceedings relating to any of the issues between them, and the mediator's opinion will be inadmissible in any subsequent proceedings which may take place between the parties concerning the subject matter of the mediation.

Mediator Acting for Parties

4.12 The mediator must not act for either party individually in any capacity with regard to the subject matter of the mediation, and the parties acknowledge that in acting under this agreement the mediator is not representing or giving legal advice to, nor assessing, upholding, or protecting (or attempting to assess uphold or protect), any rights of any of the parties. The parties are encouraged to take legal advice in respect of all matters pertaining to the mediation and any settlement agreement reached.

Costs

4.13 Unless the parties otherwise agree, the fees and expenses of the mediator as well as any other administrative expenses of the Procedure will be borne by the parties in equal shares. Each party will also pay its own costs of individual representation in the mediation.

Mediator's Liability Exclusion

4.14 The mediator shall not be liable to any party for any act or omission whatsoever in connection with the services to be provided by him in accordance with this agreement.

Step 5: Non-consensual Resolution

Adjudication

5.1.1 In the event that a party invokes its statutory right to adjudicate pursuant to the Housing Grants Construction Regeneration Act 1996, the procedure set out in Annex B to this Appendix shall apply.

Arbitration

5.2 Any dispute shall be finally settled by arbitration in accordance with the Scottish Arbitration Rules forming Schedule 1 to the Arbitration (Scotland) Act 2010 subject only to the following amendments.

5.2.1 The arbitrator shall be an individual agreed by the parties or, failing such agreement within 14 days (or any agreed extension of that period) after the Notice of Arbitration is served, appointed on the application of either party by the person named in the Contract Particulars.

5.2.2 The arbitrator shall have the following additional powers:

- (1) To direct such measurements and/or valuations as may in the arbitrator's opinion be desirable in order to determine the rights of the parties;
- (2) To ascertain and award any sum which ought to have been referred to or included in any certificate;
- (3) To open up, review and revise any certificate, opinion, decision, requirement or notice (except where Clause 3.13.1 of the Contract is relevant, a decision of the employer to issue instructions pursuant to Clause 3.13.1);
- (4) To determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision, requirement or notice had been given; and
- (5) To award expenses to or against any of the parties to the arbitration.

General Provisions

- 6.1 All of the clauses set out below can be used for all the dispute resolution procedures set out above.

Preserving Interim Relief

- 6.2 Either party may, without inconsistency with this procedure, seek from a court any interim or provisional relief that may be necessary to protect the rights or property of that party, pending settlement of this dispute in accordance with the Procedure.

Confidentiality

- 6.3 By taking part in the Procedure the parties undertake to each other and agree that the Dispute is and will be kept confidential. The parties, their representatives and advisers shall keep confidential all statements by other party or the mediator and all other matters whether oral or written including any settlement agreement relating to the Procedure except insofar as disclosure is necessary to implement and enforce any settlement that may be agreed and reduced to writing.

Reckoning Periods of Time

- 6.4 (1) Where in this Procedure an act is required to be done within a specified period after or from a specified date, the period begins immediately after that date.
- (2) Where in this Procedure an act is required to be done a specified number of clear days after a specified date, or at least that number of days must intervene between the day on which the act is done and that date.

(3) Where the period is a period of seven days or less which would include a Saturday, Sunday or public holiday in the place where anything which has to be done within the period falls to be done, that day shall be excluded.

Limitation

7. Either party shall be able to refer a Dispute to the DRB provided that the Dispute has been referred to the DRB under Step 3 within 12 months of such Dispute arising in accordance with Step 1 of this Procedure and thereafter parties shall be time-barred from having such Dispute dealt with under this Procedure. For the avoidance of doubt, this clause shall only apply in respect of Disputes notified in accordance with Step 1 of this Procedure and will not operate as a time bar against any disputes or claims (whether in respect of known or latent matters) which have not been notified pursuant to Step 1.

ANNEX A

Dispute Review Board Members

[]
[]
Employer
[]
Contractor

Chairman
Independent Member Appointed by the
Independent Member appointed by the



Scottish Government

**THE SCOTTISH GOVERNMENT INVITATION TO
TENDER FOR A PUBLIC ATTITUDES SURVEY
VEHICLE 2013-15**

Schedule 7: Form of Tender

Schedule 7: FORM OF TENDER

Please sign below to acknowledge formal acceptance of the Terms and Conditions of the Contract specified in this Invitation to Tender

We, the undersigned, having considered the documents listed below and subject to and upon the Terms and Conditions of the Contract contained in the said documents, offer the provision of the "Requirement" at the prices entered in the Tender.

- Schedule 1: Instructions to the tenderer
- Schedule 2: Selection Process
- Schedule 3: Specification of Requirements
- Schedule 4: Technical Proposals
- Schedule 5: Pricing Schedules
- Schedule 6: Conditions of Contract
- Schedule 7: Form of the tender

Our Tender includes the above list of items and the following:

—

_____ (Tenderer to complete as appropriate)

For the total sum of (£)_____

For the duration (no of weeks)_____

The Authority is not bound to accept this or any Tender for this project, however, any contract that may result from this Tender will be subject to Scots Law and the Tenderer hereby irrevocably submits to the jurisdiction of the Scottish Courts.

This Tender remains open for consideration for 6 MONTHS from the date fixed for receiving Tenders.

We understand that the lowest priced Tender will not necessarily be accepted.

By submitting a Tender, we acknowledge that our Tender is a bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person.

Dated this _____ day of _____

Signature _____ Name: _____
(BLOCK
CAPITALS)

Designation: _____

Duly authorised to sign Tenders for and on behalf of:

Name of Tenderer

Address

Telephone No (INCLUDE AREA CODE)

It must be clearly shown whether the Tenderer is a limited liability company, statutory corporation, partnership, or single individual trading under his own name.

The closing date for receipt of tenders is 10am 4 December 2012

Tenders received after the above time and date will not normally be considered.

Name of Contact for this Tender

Position

Tel No:
Fax No.

Email:

ANNEX C – 2019-2020 Invitation to Tender

Scottish Procurement and Commercial
Directorate
Collaborative and Scottish Government
Procurement Division



Scottish Go
Riaghaltas n
gov.scot
vernment

T: [REDACTED]
E: [REDACTED]



Our ref: CASE/441036

5 March 2019

INVITATION TO TENDER – SCOTTISH SOCIAL ATTITUDES SURVEY 2019

Dear Sir/Madam

You are hereby invited by the Scottish Ministers to tender for the above requirement.

This Invitation to Tender is comprised of the following documents:

- 1. This ITT Covering Letter**
- 2. Instructions to Tenderers**
- 3. Evaluation Guide and Contract Award Criteria**
- 4. Form of Tender**
- 5. Model Services Contract, including:**
 - Schedule 1 Specification and Service Levels (*attached separately in PCS-T*)
 - Schedule 2 Pricing Schedule (*attached separately in PCS-T*)
 - Schedule 3 Ordering Procedures
 - Schedule 4 Management Arrangements
 - Schedule 5 Key Individuals
 - Schedule 6 Approved Sub-Contractors
 - Schedule 7 Service Provider Information
 - Schedule 8 Parent Company Guarantee
 - Schedule 9 Data Protection
 - Schedule 10 Exit Management

Please ensure you review all of the documents listed above and be advised that:

1. Your tender must be in accordance with all parts contained in the Invitation to Tender (ITT). Instructions for the completion and submission of tenders are contained in the Instructions to Tenderers document.
2. The contents of the ITT documents are confidential and must not be disclosed to any third party without prior written consent. A copy of the Model Services Contract, which will apply to the contract, is attached in PCS-Tender.
3. The closing date and time for submission of tenders is **12:00 on Tuesday, 09 April 2019**. Tenders must be submitted through the Public Contracts Scotland system (PCS-T).
4. It is the responsibility of all tenderers to ensure that their tender is received no later than the appointed time. The Scottish Ministers may not consider tenders received after that time.
5. The Scottish Ministers are not bound to accept the lowest priced or any tender and shall not be bound to accept the contractor as a sole supplier.
6. Please use the messaging function with PCS-Tender to submit any questions in relation to this Invitation to Tender. The deadline for questions from suppliers is **17:00 on Tuesday, 19 March 2019**.

Yours Faithfully

[REDACTED]

Senior Portfolio Specialist

****Please Note: The European Single Procurement Document (ESPD) forms part of this tender exercise. It is attached separately in the Qualification envelope on the Public Contracts Scotland – Tender system. Selection requirements in the ESPD must be met for submissions in this ITT document to be assessed. SUBMISSIONS NOT MEETING ALL MANDATORY SELECTION REQUIREMENTS IN THE ESPD AND OJEU CONTRACT NOTICE WILL NOT BE EVALUATED.**

INSTRUCTIONS TO TENDERERS

SCOTTISH SOCIAL ATTITUDES SURVEY 2019 – CASE/ 441036

1. Tender Information

- 1.1 Any expenditure or work undertaken in connection with this tendering exercise is a matter solely for the commercial judgement of the tenderer and the Scottish Ministers will not be responsible for any expenses or losses which may be incurred by any tenderer in connection with the submission of their tender.
- 1.2 It is the responsibility of the tenderer to obtain for themselves at their own expense any additional information necessary for the preparation of their tender.
- 1.3 All information supplied by the Scottish Ministers in connection with the Invitation to Tender shall be treated as confidential by tenderers except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation and submission of the tender.
- 1.4 Tenders must be submitted in accordance with these Notices and Instructions and accompanying ITT documents. Any tender that does not accord with all the requirements herein and in the covering letter may not be considered.
- 1.5 The closing date and time for submission of tenders is **12.00 noon on Tuesday 9th April 2019.**
- 1.6 Tenderers may be required to provide a Parent Company Guarantee. Tenderers must make it clear in their tender submission if they are not able conform to this requirement.

2. Award Criteria

- 2.1 This requirement will follow an Open procedure in line with the Public Contracts (Scotland) Regulations 2015.
- 2.2 The Scottish Ministers are not bound to accept the lowest or any tender. The evaluation criteria will include consideration of quality as well as price.

- 2.3 Each tender will be subjected to a Quality (Technical) and Price (Commercial) evaluation. The aim of the evaluation is to select the tender which represents the Most Economically Advantageous Tender (MEAT).
- 2.4 The Award Criteria which will be applied to determine the Most Economically Advantageous Tender are as follows:
- **Quality (Technical) 70%**
 - **Price (Commercial) 30%**
- 2.5 Full details of the Award Criteria, Sub-Weightings and Tender Evaluation methods are contained in the Evaluation Guide and Award Criteria.
- 2.6 Any contract awarded as a result of this tendering exercise will be subject to the Terms and Conditions contained in the Model Services Contract.

3. Instructions for Completion and Submission of Tender Documentation

- 3.1 Tenderers must submit their completed tenders via the Scottish Government's electronic tendering system, Public Contracts Scotland – Tender (PCS-T). The speed with which submissions are made is dependent on the size of the document and inclusion of graphics, logos, photographs etc should be omitted wherever possible. Large electronic files may take time to upload and tenderers should ensure that sufficient time is allowed for this to be done.
- 3.2 Full guidance on the submission process is provided within the System Guidance document within the attachments area for this ITT. No hard copies will be accepted.
- 3.3 Correspondence connected with this ITT that requires attention before the closing date must be submitted using the PCS-T messaging function.
- 3.4 All responses to questions must be entered into the answer facility within the PCS-T system and failure to do so may invalidate the bid. Treat each question and response in isolation and answer each question in full. Tenderers should not assume evaluators will read more than one answer so do not cross-refer between answers. Supporting information should not be sent in isolation, but only in support of specific questions where requested.

- 3.5 Please note that on questions where the instructions are to provide responses in attached documents, the attachments should be headed with the question number and the question itself. Tenderers should note that when uploading attachments, only one attachment per question is allowed. If Tenderers wish to upload more than one file for a particular question then this can be achieved by uploading a zipped file containing all of the necessary files.
- 3.6 Tenderers should respond to questions on the basis that the Scottish Ministers has no prior knowledge of your organisation. Information and detail which forms part of the general company literature of promotional brochures etc will not form part of the evaluation process. General or irrelevant marketing material should NOT be included.
- 3.7 Please note for all responses to questions (particularly where longer responses are required) it is helpful if Tenderers use plain English and punctuate their answers where appropriate and use headings, section and/or bullet points. This will assist evaluators in finding the information necessary to enable them to score accurately.
- 3.8 The Scottish Ministers will not enter into detailed discussions with Tenderers in relation to its requirements at this stage. All questions regarding the content of this ITT must be directed through the dedicated PCS-T messaging area by **Tuesday 19th March at 17:00**. No other form of communication will be accepted. Any technical queries related to the system should be directed to the BravoSolution helpdesk on 0800 368 4850 or at help@bravosolution.co.uk
- 3.9 If the Scottish Ministers consider any questions or requests for clarification to be of material significance, both the query and the response will be communicated to all Tenderers that have expressed interest in this ITT. The Scottish Ministers will take steps not to identify the source of the query. Tenderers should indicate if they do not want their question and response circulated. The Scottish Ministers reserves the right to circulate if not doing so would breach the principle of equal treatment.
- 3.10 Tenderers are asked to provide a single point of contact in their organisation for their response to the ITT in PCS-T. The Scottish Ministers shall not be responsible for contacting Tenderers through any route other than the nominated PCS-T contact. Tenderers must therefore keep their contact details on the PCS-T system up to date or they will be unable to receive communications from the Scottish Ministers. Tenderers must also undertake to notify any changes to their single point of contact promptly.

- 3.11 All submissions from Tenderers will remain sealed on the PCS-T system until after the deadline has passed. Please note that your response will not be submitted until you press the “submit response” button. You will then receive a confirmation email that your response has been received. The Scottish Ministers will not be able to see your response until the deadline date has passed.
- 3.12 We strongly advise that you submit your response well in advance of the deadline to allow sufficient time for uploading.
- 3.13 Tenderers are reminded that they can check and amend their submissions after they have been submitted and up until the deadline. In the event that a Tenderer submits their tender more than once, PCS-T will only accept the final version of the tender submission.
- 3.14 If you experience any technical difficulties, please seek advice through the BravoSolution helpdesk on 0800 368 4850 or at help@bravosolution.co.uk. The Scottish Ministers cannot assist you with technical matters and the Bravo Solution helpdesk cannot help you once the tender return deadline has passed.
- 3.15 Should you decline to tender, the Scottish Ministers would request that you provide a brief reason for doing so. This information will help us improve our tender processes in future. Any responses of this nature will be kept confidential.
- 3.16 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, (the decisions of the Scottish Ministers in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or, as a consequence of judicial order, or order by any court or tribunal with the Scottish Government to order disclosure.
- 3.17 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 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 restrictions upon the information that they provide 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.

3.18 Accordingly, if you consider that any of the information included in your tender is commercially confidential please identify it and explain (in broad terms) what harm might result from disclosure and/or publication. It should be remembered though, that even where you have indicated that information is commercially sensitive, Scottish Ministers may disclose this information where they see fit. Receipt by the Scottish Ministers of any material marked “confidential” or equivalent should not be taken to mean that the Scottish Ministers accept any duty of confidence by virtue of that marking.

3.19 The Scottish Ministers reserve the right to reject any tender which, in their opinion, does not comply with the Specification.

4. Right To Reject / Disqualify

4.1 The Scottish Ministers reserve the right to reject or disqualify a tenderer where:

- a) The tenderer fails to comply fully with the requirements of this Invitation to Tender; and/or
- b) The response to the ITT is submitted late, is completed incorrectly or is incomplete; and/or
- c) The tenderer fails to respond in satisfactory terms to a request by the Scottish Ministers to provide supplementary information or to provide clarity in relation to the tenderers’ response to the ITT; and/or
- d) The tenderer or any of its sub-contractors or consortium members is/are guilty of serious misrepresentation in relation to its tender and/or the tender process.

5. Tenderer Composition

5.1 In the event that a Tenderer alters its composition during the procurement process (which shall include, but is not limited to, a change in the identity of any entity named in the ITT response whose capacity has been relied upon in responding to the ITT), the Scottish Ministers reserves the right to request that any proposed reconstituted Tenderer complete the selection part of the ITT, i.e. Business Probity, Criminal Convictions and Financial Standing for re-evaluation in accordance with the criteria used in relation to the evaluation of the original ITT response.

6. Late Tenders

- 6.1 It is the responsibility of all Tenderers to ensure that their ITT response is submitted no later than the appointed date and time. Responses received after the deadline may not be considered. Completed tenders may be submitted at any time before the closing date.

7. Relevant and Appropriate Responses

- 7.1 Tenderers must ensure that they read each question carefully, that all answers you provide are relevant, and that each question is completed in full. All information must be provided in English.
- 7.2 Once you have submitted your response to this ITT you will receive an automated system e-mail confirming receipt of your submitted and published response.

8. Requests for Clarification or Further Information

- 8.1 Subject to the terms of the Regulations, the Scottish Ministers expressly reserve the right to require a Tenderer to provide additional written information supplementing or clarifying any of the information provided by that Tenderer in response to requests for information or questions contained in the ITT.
- 8.2 The Scottish Government may, as appropriate, enter into tender clarifications and commercial discussions with any tenderer(s). This may include a presentation and discussion by the tenderer at a central government organisational site and/or a meeting at the tenderers' premises to discuss the proposal further and to meet selected personnel proposed for the project.

9. Misleading or Falsification of Documents

- 9.1 The Tenderer should be aware that should any of its responses be found to be deliberately misleading or falsified, the bidding organisation may be disqualified from the tender process. If the Tenderer provides false information regarding any criminal convictions or business probity the Tenderer may also be guilty of a criminal offence.

10. Freedom of Information

10.1 Nothing in this ITT shall preclude the Scottish Ministers from making public, under the Freedom of Information (Scotland) Act 2002 (“FOISA”) and/or the Environmental Information (Scotland) Regulations 2004 (“EIRS”) or otherwise, details of all matters relating to this ITT and responses thereto unless such details fall within an exemption under FOISA and/or EIRS as may be applicable at the discretion of the Scottish Ministers and the Scottish Ministers (at sole discretion) consider that such exemption shall apply, and (in respect of commercially sensitive information only) a Tenderer has advised the Scottish Ministers in writing that disclosure of specified information would or would be likely to substantially prejudice the commercial interests of any person (including but not limited to the Tenderer or the Scottish Ministers).

10.2 Tenderers should detail commercially sensitive information at Schedule 7.

10.3 Tenderers should also note that the receipt of any material or document marked “confidential” or equivalent by the Scottish Ministers should not be taken to mean that the Scottish Ministers accepts any duty of confidence by virtue of that marking.

11. Constitution of Contracts

11.1 No information contained in this ITT or in any communication made between the Scottish Ministers and any Tenderers in connection with this ITT shall be relied upon as constituting a contract, agreement, warranty or representation as to the Scottish Ministers’ ultimate decision in relation to the subject matter of this ITT or that any contract shall be awarded or entered into pursuant to this ITT.

12. Canvassing

12.1 Any tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Scottish Ministers concerning the award of the Contract and/or the process leading to that award or who directly or indirectly obtains or attempts to obtain information from any such officer, employee or agent or concerning any other tenderer, tender, or proposed tender may be disqualified.

13. Right to Cancel, Clarify or Vary the Process

13.1 Subject to the terms of the Regulations, the Scottish Ministers expressly reserve the right to change, without notice, the basis of, or the procedures for, this procurement process or to terminate the process at any time.

14. Non-Conclusive

- 14.1 The ITT does not purport to be all-inclusive or to contain all of the information that a Tenderer, or any of its sub-contractors or any consortium member, may require. Tenderers must make their own independent assessment in relation to the subject matter of this ITT and all matters relevant thereto after making investigation and taking such professional advice as they deem necessary. In no circumstances shall the Authority or its advisors, consultants, employees or agent incur any liability or responsibility arising out of or in respect of the issue of this ITT.

15. No Representation or Warranty

- 15.1 The Scottish Ministers, its advisers, officers, members, employees, other staff and agents: make no representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the information contained in this ITT; accept no responsibility for the information contained in this ITT or for its fairness, accuracy or completeness; shall not be liable for any loss or damage (other than in respect of fraudulent misrepresentation) as a result of reliance on the information contained in this ITT or any subsequent communication.

16. Collusive Behaviour

- 16.1 The Tenderer certifies that this is a bona fide tender submission, intended to be competitive, and it has not fixed or adjusted the tender by, under or in accordance with any agreement or arrangement with any other person or Tenderer. The Tenderer also certifies that it has not done and it undertakes that it will not do at any time before the returnable date for this tender any of the following acts:-

16.1.1 Fixing or adjusting the amount of its tender by or in accordance with any agreement or arrangement with any other party; or

16.1.2 Communicating to any party other than the Scottish Ministers the amount or approximate amount of its proposed tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or insurance or any necessary security); or

- 16.1.3 Entering into any agreement or arrangement with any other party that such other party will refrain from submitting a tender; or
- 16.1.4 Entering into any agreement or arrangement with any other party as to the amount of any tender submitted; or
- 16.1.5 Paying or giving or offering or agreeing to pay or give any sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender, any act or omission, will (without prejudice to any other civil remedies available to the Scottish Ministers and without prejudice to any criminal liability which such conduct by a tenderer may attract) be disqualified.

17. Conflict of Interest

- 17.1 Tenderers must disclose in their ITT response (by answering the conflict of interest questions found within the ITT's qualification envelope) any circumstances, including, without limitation, personal financial and business activities that would, or may be likely to, give rise to a conflict of interest between the Scottish Ministers and/or any sub-contractors or members of the Tenderer's consortium and the Tenderer. Where a Tenderer identifies any actual or potential conflicts of interest in their response to this ITT, it must state how it intends to avoid such conflicts. The Scottish Ministers reserve the right to reject any response to this ITT which, in the Scottish Ministers' opinion, gives rise, or may be likely to give rise to, a conflict of interest.

18. Consortium Bids

- 18.1 If applying on behalf of a consortium, please confirm the names and addresses of all other members of the consortium below. Any contract will be entered into with the nominated lead organisation and all members of the consortium, who will in these circumstances each be required to execute said contract together with all ancillary documentation, evidencing their joint and several liability in respect of the obligations and liabilities of the contract. It will be for members of the consortium to sort out their respective duties and liabilities amongst each other. For administrative purposes, any associated documentation prior to and in regards to contract award will be made to the nominated lead organisation.

18.2 If sub-contractors are to be used to assist in the delivery of the service, the following information must be provided for each proposed sub-contractor, when available:

- Name and Address
- Company Registration
- Areas of the service to be provided

18.3 In respect of tenders which include consortia or sub-contractors, it is the lead organisation who completes the tender. However, the Scottish Ministers reserve the right to request further information in respect of the lead organisation and/or partnering organisations should it be deemed necessary for evaluation purposes.

19. No Inducement or Incentive

19.1 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a tender or enter into any contractual agreement.

20. TUPE (Information Only)

20.1 TUPE - The Transfer of Undertakings (Protection of Employment) Regulations 2007 give effect to the EC Acquired Rights Directive 1977. The Scottish Ministers are not the employer and, therefore, are unable to comment on whether or not TUPE applies in this particular contract. Each tenderer must ensure that they comply in full with their responsibilities under TUPE.

20.2 Tenderers should note that TUPE may or may not apply to some or all of the personnel currently assigned to undertakings that are currently performing part or all of the duties described in the Specification of Requirements. Tenderers should, prior to submitting their tender, take their own specific legal advice to ascertain whether TUPE could be held to apply to such undertakings and, if so, how that would impact on their tender.

20.3 Tenderers must clearly state whether they have bid on the basis of TUPE applying. Tenderers should states any assumptions made in this respect.

21. Additional Information

- 21.1 Tenders shall remain valid and open for acceptance for **6 months** after the tender return date. In exceptional circumstances, the Scottish Ministers' point of contact may request that the Tenderer extend the validity period for a specified additional period. Except for manifest error or as may otherwise expressly be agreed by both the Scottish Ministers and the tenderer, the contents of submitted tenders will be deemed to be binding upon the tenderer and open for acceptance by the Scottish Ministers for the duration of the validity period. The tenderer is therefore cautioned to verify its proposal before submission to the Scottish Ministers since it is the tenderers' responsibility to ensure that a full appreciation, understanding and comprehension of the Services required, stated or implicit has been achieved prior to tender submission. No claims will be accepted for items that arise from the tenderers' failure to meet these requirements.
- 21.2 Before the tender return date, the Scottish Ministers may modify the ITT by way of issuing addenda. The procedure for receiving submissions will be detailed in any such addenda.
- 21.3 This ITT and any associated correspondence are subject to the laws of copyright and must not be reproduced, whether in whole or in part, without the prior written consent of the Scottish Ministers.
- 21.4 You may not in any way advertise or publicly announce that you are entering into discussions with and/or undertaking work for the Scottish Ministers without the Scottish Ministers' prior written consent.
- 21.5 The ITT is issued on the basis that nothing contained in it will constitute an inducement or incentive nor will have in any other way persuaded a tenderer to submit a tender or enter into any contractual agreement.
- 21.6 Any tender that does not accord with all the requirements herein and in the ITT and covering letter may not be considered.

EVALUATION GUIDE AND AWARD CRITERIA

SCOTTISH SOCIAL ATTITUDES SURVEY 2019 – CASE/441036

1. INTRODUCTION

- 1.1. In preparing your technical proposal, please note that these should be written in plain English, and be brief and concise. Each section has a limit of pages that should be adhered to. Please follow the structure set out below so that your technical proposal responds to each of the criteria in turn. You may delete all guidance and instructions for tenderers (apart from the section/criteria headings) so that these do not contribute to your page allocation.
- 1.2. When preparing your tender documents please refer to the Scottish Government Social Research [Contractor Handbook](#) for more details of the process and expectations.

2. EVALUATION METHODOLOGY

- 2.1. The evaluation criteria will include consideration of Quality as well as Price. Each tender will be subjected to a Quality and Price analysis. The aim of the evaluation is to select the tender which represents the Most Economically Advantageous Tender (MEAT).
- 2.2. The winning Tenderer will be determined by the Tenderer who submits the highest Combined Score (providing their tender is technically compliant). The Combined Score will be determined based on the following Price/Quality Ratio:
 - Quality (Technical) 70%
 - Price (Commercial) 30%
- 2.3. The evaluation of tenders will comprise the following process:
- 2.4. The evaluation of tenders will comprise the following process:
 - 2.4.1. **Selection Stage:** The purpose of the Selection Stage is to allow the Scottish Ministers to assess tenderers' suitability, capacity and capability to provide the Services required under the proposed Contract. Tenderers must submit responses to each question detailed in the Selection Criteria section of this ITT.

In assessing technical capability (Part 2 – Qualification Envelope sections 4B), a **'Pass/Fail'** score will be awarded to each question. Scottish Ministers will only consider those tenderers who attain a **'Pass'** for each question.
 - 2.4.2. All tenders will be subject to the **Quality Analysis**.
 - 2.4.3. All tenders will be subject to the **Price Analysis**
 - 2.4.4. Once both scores (Quality and Price) have been calculated, they will be added together to give the **Combined Score** for each compliant tender.

3. QUALITY ANALYSIS

- 3.1. The marks awarded will be based on the evidence submitted in the tender submissions, including any relevant attachments where requested.
- 3.2. Each member of the Tender Evaluation Panel will evaluate each tender submission in isolation of the other evaluators.
- 3.3. Each evaluator will award a mark for each question between 0 and 4, in accordance with the methodology detailed in the table below:

TECHNICAL SCORING GUIDANCE		
Technical responses will be evaluated using the following methodology:		
Score	Definition	Description
0	Unacceptable	Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.
1	Poor	Response is partially relevant but generally poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.
2	Acceptable	Response is relevant and acceptable. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas.
3	Good	Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled.
4	Excellent	Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
Evaluators can award a score of 0, 1, 2, 3 or 4.		

- 3.4. Once each evaluator has independently evaluated each of the tender submissions, a Moderation Meeting will be held between all members of the Tender Evaluation Panel to agree tender scores and ensure consistency of approach with regard to the Quality Analysis.
- 3.5. The moderated average of all of the Tender Evaluation Panels marks for each question will be multiplied by the relevant question weighting, to give the question weighted score.
- 3.6. Technical response scores will be awarded using the following methodology:
 1. Individual Question Score (expressed as a percentage) x Question Weighting x the Section Weighting = Question Weighted Score.

2. Sum of all Question Weighted Scores within a section = Total Section Weighted Score.

3. Sum of all Section Weighted Scores = Overall Quality Score for each Tenderer.

4. PRICING ANALYSIS

4.1. To allow a comparison of bids, a Tender Sum Total will be calculated as set out in the Pricing Schedule (Schedule 2), which Tenderers are to complete.

4.2. Lowest total tender price, determined as the Tender Sum Total following the methodology in the Pricing Schedule, will be awarded 100% of the marks available for Price. The Price Score for the remaining Tenderers will be determined by allocating a mark for each Tenderers' Tender Sum Total relative to the lowest total tender price using the formula:

$$(\text{Lowest Tender Sum Total} / \text{Tenderer's Tender Sum Total}) \times 100.$$

5. COMBINED SCORE

5.1. The Combined Score will be calculated by adding the Overall Quality (Technical) Score and the Overall Price (Commercial) Score together.

5.2. Scores will be rounded to 2 decimal places.

5.3. The Tenderer who achieves the highest Combined Score will be deemed to be the successful bidder, provided their tender has been deemed to be fully compliant in all other respects.

5.4. In the event of a tie the Scottish Ministers reserves the right to appoint the Tenderer who obtains the highest technical score.

6. TENDER CLARIFICATIONS

6.1. Written clarifications may be required to affirm the information provided in the tender. On completion of any clarification exercise, tender responses may be rescored to take account of the clarification.

7. AWARD CRITERIA

7.1. The Technical Award Criteria questions are provided below for reference.

7.2. Tender responses are to be submitted via the PCS-Tender system.

TECHNICAL AWARD CRITERIA		Section Weighting	Question Weighting
SECTION A: RESEARCH DESIGN & METHODOLOGY		25%	
A1	<p>Question A1. Proposed survey methodology.</p> <p>Tenderers should:</p> <ul style="list-style-type: none"> demonstrate how they will ensure continuity with the existing data in the time-series. To ensure the continuity of time series data, it is anticipated that the sampling approach employed in previous years is maintained. Tenderers are, however, invited to set out arguments for alternative sampling approaches that would nonetheless maintain the time series. set out how a representative sample of the population aged 16 and over in Scotland will be achieved, including a description of the proposed sampling frame, any proposed over-sampling and use of financial incentives to encourage participation and their impact on the sample. The proposed procedure for selecting the household member for participation should be included. describe and explain your proposed approach to maximising the response rate and ensuring the specified response rate is achieved, in addition to those proposals set out in response to Question B2. Include details of financial incentives and their impact towards achieving the specified response rate. set out and explain your proposed sample size, including in the context of a requirement that the sample can support sub-group analysis and be a minimum of 1200. provide a detailed outline of proposals on weighting the survey data to correct for sources of sample bias such as differential selection and non-response. <p><i>Guidance to tenderers: Please keep your response to this question to a 3-page limit.</i></p>		60%

A2	<p>Question A2: Approach to questionnaire design and development</p> <p>Tenderers should:</p> <ul style="list-style-type: none"> • set out and explain your approach to the development of the survey questionnaire, including cognitive testing of new questions and any proposals to pilot the questionnaire. While a number of the questions will be repeat questions from the 2016 or earlier Scottish Social Attitudes Surveys, some may be new. • set out how the inclusion of a suite of questions on attitudes to government and priority policy areas in an existing or wider survey (asking questions about other issues), if this is proposed, would be managed. • provide details of the programme to be used for CAPI scripting, including benefits and risks associated with this. • describe the process for on-going development of the questionnaire script, in particular with reference to quality assurance, including the type of range and logic checks that will be carried out in the questionnaire program. • describe your approach to quality assuring CAPI and CASI routing (if proposed) and scripting. • set out what socio-demographic and geographical data you propose to provide in addition to the 30 question/item data set collected, and what additional variables will be provided in the dataset, in order to support sub-group analysis of the survey data. • detail their processes for the inclusion of sensitive questions, including the testing of new questions which may be sensitive. <p><i>Guidance to tenderers: Please keep your response to this question to a 3-page limit.</i></p>		40%
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SECTION B: FIELDWORK		30%	
B1.	<p>Question B1: Fieldwork Resourcing</p> <p>Tenderers should:</p> <ul style="list-style-type: none"> • describe and provide assurance of your organisation’s ability to resource fieldwork, including translation/interpretation services, at the required sample size and response rate, including details of your current field force size and composition. • detail what other contracts you have in place for face-to-face fieldwork that would utilise your field force and describe how that would compete with (or complement) the delivery of this contract. • specify whether interviewers will be drawn exclusively from your own field force or whether it will be necessary to draft in other interviewers. • detail if you will need to recruit brand new interviewers to deliver this contract, and how many interviewers you will need to recruit and train. • detail the processes in place for training and managing your field force. Outline how you intend to integrate new and other interviewers into the field-force. Set out the performance management process in place for interviewers. <p><i>Guidance to tenderers: Please keep your response to this question to a 3-page limit.</i></p>		50%

B2.	<p>Question B2: Fieldwork Quality.</p> <p>Tenderers should:</p> <ul style="list-style-type: none"> • describe how managerial responsibility will be organised and state what provisions will be made for management of interviewers. You should provide the names of those with direct responsibility for managing the fieldwork. • describe their quality assurance processes for fieldwork. • fully explain what steps they will take to ensure that the minimum target response rate (50%) is met, and minimise non-response and non-response bias. For example, you should outline a strategy for maximising response from re-issues. Set out procedures for re-issuing non contacts and soft refusals. • describe how they will employ best practice any proposed additional approaches for improving pre-interview contacts with respondents and their expected effect on response rates. • describe their processes for identifying and correcting errors whilst in the field. Set out mechanisms for identifying any potential biases in the survey data and methods for adjustment of these. • confirm that the field force will be trained and able to handle sensitive questions in an appropriate manner. <p><i>Guidance to tenderers: Please keep your response to this question to a 3-page limit.</i></p>		50%
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SECTION C: STAFF EXPERTISE & EXPERIENCE		10%	
C1.	<p>Question C1: Staff skills and experience.</p> <p>Tenderers should:</p> <ul style="list-style-type: none"> • state the staff team including positions, functions, numbers and input (person days) of the staff team who will deliver the Project. Provide a clear description of the role of each member of the team and an indication of the relative number of days of senior staff input to junior staff input. • provide CVs of the key personnel who will be involved in the Contract including name, qualifications, experience of relevant social research methods, conducting large surveys and statistical experience. Tenderers should think carefully about how they tailor information to show only information which is most relevant to this contract. • state which (if any) professional codes of practice staff will follow. • state how the organisation will address changes of Key Personnel e.g. Project Contract Manager and any deputy and deal with absences to ensure no disruption to the provision of the Project. <p><i>Guidance to tenderers: Please keep your response to this question to a 3-page limit plus maximum 1 page CV per team member.</i></p>		100%

SECTION D: PROJECT MANAGEMENT, QUALITY ASSURANCE & DELIVERY		15%	
D1.	<p>Question D1. Project management and quality assurance.</p> <p>Tenderers should:</p> <ul style="list-style-type: none"> • specify who will have day-to-day and ultimate responsibility for the management and completion of the survey and deliverables. In the event of a consortium bid, tenderers must specify where project management responsibilities lie. • provide details of quality control and assurance processes in addition to those employed for ensuring quality in questionnaire development and fieldwork. In particular, provide details of your approach to quality assurance of the dataset to ensure delivery of a full, clean data file. • describe their approach to the documenting of processes throughout the survey and how this will be maintained, including details of changes implemented with reasoning where appropriate. • provide details of the communication and reporting strategies they will apply to ensure clear three way communication between fieldwork staff, yourself and the Scottish Government, including prompt notification of emerging issues or concerns. • detail any parts of the contract that will be sub-contracted to third parties and how they will be managed, including to ensure quality assurance is maintained throughout. • provide details of the escalation procedures used in resolving problems. • provide details of your organisation's accreditation under any recognised accreditation scheme (e.g. Charter Mark, Investors in People, ISO 9000). <p><i>Guidance to tenderers: Please keep your response to this question to a 2-page limit.</i></p>		30%

D2.	<p>Question D2. Timetable</p> <p>Tenderers should provide a detailed and realistic timetable for the work you propose, taking note of the key milestones set out in the specification of requirements and highlighting where there are any challenges to meeting the timescales proposed</p> <p><i>Guidance to tenderers: Please keep your response to this question to a 1-page limit.</i></p>		30%
D3.	<p>Question D3. Risk Assessment</p> <p>Tenderers should provide a full risk assessment of the successful completion of the survey within timescale and budget. Identified risks will be organisational or specific to the project.</p> <ul style="list-style-type: none"> • Tenderers must describe the risks, state what the likelihood is of their occurrence, describe what steps they will take to reduce that likelihood, and describe what measures they will take if the risks materialise. • The risk assessment should cover the whole requirement, including proposals for questionnaire development, cognitive testing, fieldwork, data processing and delivery. • The risk assessment must also cover IT related issues, and include a detailed Business Continuity Plan stating how you will address any major catastrophes / natural disasters and ensure continuity of the survey. <p><i>Guidance to tenderers: Please keep your response to this question to a 3-page limit.</i></p>		40%

SECTION E. ETHICS, DATA PROTECTION & EQUALITIES		10%	
E1.	<p>Question E1. Please provide a clear description of the main ethical sensitivities and equalities considerations associated with this contract and how these will be mitigated or addressed.</p> <p>The response should set out:</p> <ul style="list-style-type: none"> • Which professional codes of ethics you will follow. • Confirmation that all of your field staff are sufficiently trained and vetted. In particular, confirm which employees will have Disclosure Scotland checks and whether these checks will be at Basic or Enhanced level. • The training, guidance and support available for field staff to ensure that fieldwork meets ethical standards. • Your approach to securing informed consent to participate in the survey and assurances around retention and use of individuals' personal data. • Your proposed approach to ensuring the safety/avoidance of harm to interviewers during the fieldwork. • How you will avoid interviewee burden and your arrangements for providing appropriate support for any interviewee distress caused by the interviews. • Describe how you will ensure the survey is as inclusive as possible and how you will reduce barriers to participation, by outlining how your proposal complies with Scottish Government equalities duties. • Detail your provision of interpretation and translation services into other languages, including sign language, setting out your approach to establishing the need for, and provision of, these services in the respondent selection process and for individual interviews. <p><i>Guidance to tenderers: Please keep your response to this question to a 3-page limit.</i></p>		50%

E2.	<p>Question E2. Set out your proposed approach, and that of any sub-contractors, to personal data handling and data security across all stages of the contract.</p> <p>In particular:</p> <ul style="list-style-type: none"> • How will the personal data be collected and recorded (on paper, computer etc)? • How and where will the data be stored? • Who will have access to the data? • How will the data be transferred? What safeguards will be put in place against loss of data in transfer? • How will confidentiality and non-disclosure of identity be assured? • How long is it proposed to retain personal data and why? • If, and for what purpose, will personal information collected be used other than in the delivery of this survey vehicle? • If, and for what purpose, will personal information be re-combined with responses to the wider survey questions? <p><i>Guidance to tenderers: Please keep your response to this question to a 2-page limit.</i></p>		50%
SECTION F. SUSTAINABILITY		5%	
F1.	<p>Please provide details of how the contract will be managed in a way that ensures that its policies and processes will support the Scottish Ministers 'Greener Scotland' strategic objective. As a minimum your response should include details of proactive approaches to sustainable consumption, including use of any supported businesses, the efficient use of resources and the consideration given to social and environmental consequences.</p> <p><i>Guidance to tenderers: Please keep your response to this question to a 1-page limit.</i></p>		100%

SECTION G. COMMUNITY BENEFITS		0%	
G1.	<p>The Scottish Ministers is committed to contributing to the social, economic & environmental well-being of the people of Scotland. The Scottish Ministers has five objectives that underpin its core purpose - to create a more successful country, with opportunities for all of Scotland to flourish, through increasing sustainable economic growth. Accordingly, while the following community benefit objectives will not be evaluated as part of the tender process, tenderers are required to present a community benefit proposal with their tender detailing how, in the event that they should be successful in winning the contract, they will address the following Community Benefit themes:</p> <ul style="list-style-type: none"> • targeted recruitment and training for “disadvantaged” persons unemployed for over 6 months; • work placement opportunities for 14- 16 year olds; • graduate placements. <p>If successful the winning tenderer(s) will discuss the content of their Community Benefit proposal and agree a plan for the delivery of the agreed community benefits which will become a condition of the contract.</p>		0%

SECTION H. FAIR WORK PRACTICES		5%	
H1.	<p>As outlined in Schedule 1 – Specification, the Scottish Ministers expects the successful tenderer to take a positive approach to workforce-related matters. Please describe how you will commit to fair work practices for workers (including any agency or sub-contractor workers) engaged in the delivery of this contract. Answers need not be constrained to, or be reflective of any of examples given alongside this question.</p> <p>Good answers will reassure evaluators that the tenderer takes a positive approach to rewarding staff at a level that helps tackle inequality (e.g. through a commitment to paying at least the Living Wage); improves the wider diversity of your staff; provide skills and training, and opportunities to use skills which help staff fulfil their potential; avoids exploitative employment practices (e.g. in relation to matters such as the inappropriate use of zero-hours contracts); takes the engagement and empowerment of staff engaged on this contract seriously, including having arrangements in place to ensure trade union representation where possible; otherwise alternative arrangements to give staff an effective voice and that your company will demonstrate organisational integrity with regards to the delivery of those policies. This reassurance can include a variety of practices which demonstrate your approach to fair work and should be tangible and measurable examples that can be monitored and reported during contract management procedures.</p> <p><i>Guidance to tenderers: Please keep your response to this question to a 3-page limit.</i></p>		100%
H2.	<p>The Scottish Business Pledge is a Scottish Ministers initiative which aims for a fairer Scotland through more equality, opportunity and innovation in business. Information on this can be found at the following link: https://scottishbusinesspledge.scot/</p> <p>Tenderers are asked to confirm if they have signed up to the Scottish Business Pledge.</p>		0%

H3.	<p>The Scottish Living Wage Accreditation Initiative and the Living Wage Foundation recognise and celebrate the responsible leadership shown by Living Wage Employers and support employers to incorporate the Scottish Living Wage into organisational structures long term. More information can be found at the links below:</p> <p>http://scottishlivingwage.org/ http://www.livingwage.org.uk/</p> <p>Tenderers are asked to confirm if they are accredited as a Scottish Living Wage Employer.</p>		0%
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FORM OF TENDER TO THE SCOTTISH GOVERNMENT

*I/We the undersigned do hereby contract and agree on the acceptance of the Tender by the Scottish Ministers, to provide the services in the Specification in accordance with the Schedules, at the prices entered in the Pricing Schedule and in accordance with the Terms and Conditions of the Model Services Contract.

*I/We the undersigned undertake to submit a tender in accordance with the following documents:

- Instructions to Tenderers
- Specification
- Evaluation Guide and Award Criteria
- Pricing Submission
- Form of Tender
- The Terms and Conditions detailed above

*I/We agree to abide by this tender from **1200 hours on 9 April 2019**, the date fixed for receiving tenders, until the Award of Contract.

*I/We understand that the Scottish Ministers are not bound to accept the lowest or any tender and shall not be bound to use the Service Provider as a sole supplier.

• *I/We understand that the service provision is expected to commence in May 2019 and end in April 2020 unless the Contract is terminated or extended in accordance with the Terms and Conditions of this Contract.

•

Signature:

Name:

**(BLOCK
CAPITALS)**

Designation:

Duly authorised to sign Tenders for and on behalf of:

Name of
Tenderer

Nature
Firm of

Address

Telephone
No

(Include Area Code)

E-mail

Date

It must be clearly shown whether the Tenderer is a limited liability company, statutory corporation, partnership, or single individual trading under his own name.

(* Delete As Appropriate)

CONTRACT REFERENCE NUMBER 441036

SERVICES CONTRACT

-between-

(1) THE SCOTTISH MINISTERS (THE “PURCHASER”)

-and-

(2) «F3: SERVICE PROVIDER NAME...» (THE “SERVICE PROVIDER”)

-relating to the supply of-

THE SCOTTISH SOCIAL ATTITUDES SURVEY 2019

Guidance notes: Yellow-highlighted fields will be completed in advance of contract formation.

Guidance note on Fields:

F3: Insert the Service Provider’s legal name.

F7: Delete if Key Individuals are not being identified before contract award i.e. if there is not to be a Schedule 5 Key Individuals. Also delete Schedule 5.

F8: Delete if sub-contractors are not being identified and approved before contract award i.e. if there is not to be a Schedule 6 Approved Sub-contractors. Also delete Schedule 6.

F9: Delete if it is absolutely not possible to identify Service Provider Sensitive Information before contract award i.e. if there is not to be a Schedule 7 Service Provider Sensitive Information. Also delete Schedule 7.

F10: Insert the date the contract notice was published in the OJEU – this will be a later date than the date of despatch and may be a different date from the publication on Public Contracts Scotland.

F11: Insert the OJEU publication reference number – this appears at the top of the contract notice and is along the lines of “2010/S 125-191831”.

F17: Delete if there is not to be a Schedule 5 Key Individuals.

F18: Delete if there is not to be a Schedule 6 Approved Sub-contractors.

F19: Delete if there is not to be a Schedule 7 Service Provider Sensitive Information.

F22: Delete if there is not to be a Schedule 5 Key Individuals.

F26: Insert Service Provider’s legal name and details.

F27: Delete if there is not to be a Schedule 7 Service Provider Sensitive Information.

F29: Insert the date on which the contract is to go live. This might be a later date than the date of signing the contract.

F31: Insert the last date that the contract could terminate taking the advertised contract term and counting from the Commencement Date.

F54: Delete if there is not to be a Schedule 7 Service Provider Sensitive Information.

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PREAMBLE:

- ONE The Purchaser requires the provision of services;
- TWO On «F10: date contract notice published» the Purchaser's contract notice relating to the Services was published in the Official Journal of the European Union with reference number «F11: OJEU reference number»;
- THREE On «F12: date ESPD completed» the Service Provider completed its ESPD;
- FOUR On «F13: date ITT issued» the Purchaser issued its ITT to potential Service Providers (including the Service Provider) in respect of the provision of services;
- FIVE On «F14: date Tender submitted» the Service Provider submitted its Tender;
- SIX On the basis of the Tender, the Purchaser has selected the Service Provider to supply the Services under the Contract;
- SEVEN The Contract establishes standard terms of supply for the provision of services;
- EIGHT The Contract also includes:
- a Specification setting out the Services that the Service Provider has undertaken to provide, including Service Levels setting out particular levels of service that the Service Provider has undertaken to meet;
 - a Pricing Schedule setting out details of the pricing of the Services;
 - «F17: details of Key Individuals involved in the provision of the Services»;
 - «F18: details of approved sub-contractors as at Contract award»;
 - «F19: details of the Service Provider's information which is deemed to be Service Provider Sensitive Information»;
 - Ordering Procedures prescribing the procedures for ordering particular Services; and
 - Management Arrangements for the strategic management of the relationship between the Parties.

SUBSTANTIVE PROVISIONS:

SECTION A: INTRODUCTORY PROVISIONS

1. Definitions and Interpretation

- 1.1. In the Contract, unless the context otherwise requires, the following terms have the meanings given to them below:

“**Assignee**” has the meaning given in clause 32.2 (Assignment).

“**Baseline Personnel Security Standard**” means the pre-employment controls for all civil servants, members of the Armed Forces, temporary staff and government contractors generally.

“**Commencement Date**” has the meaning given in clause 4.1 (Period).

“**Contract**” means this Contract between the Parties consisting of clauses and «F20: number of Schedules» Schedules.

“**Contracting Authority**” has the meaning given in regulation 2 of the Public Contracts (Scotland) Regulations 2015;

“**Control**” has the meaning given in section 450 of the Corporation Tax Act 2010.

“**Data Controller**”, “**Data Processor**”, “**Data Subject**” and “**Data Subject Access Request**” have the meanings given in the Data Protection Laws.

“**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 which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

“**Default**” means any breach of the obligations of a Party (including material breach) or any negligent act, omission or statement of a Party in connection with or in relation to the Contract.

“**Deliverable**” means any thing to be delivered by the Service Provider to the Purchaser and identified as a deliverable in accordance with the Ordering Procedures.

“**Environmental Information Regulations**” means the Environmental Information (Scotland) Regulations 2004 (and any subordinate regulations made under them from time to time or any superseding or amending regulations) together with any guidance and/or codes or practice issued by the Information Commissioner, the Scottish Information Commissioner and/or any relevant government department in relation to such regulations.

“**Equipment**” means equipment, plant, tackle, materials and other items supplied and used by the Service Provider’s Representatives in the performance of the Service Provider’s obligations under the Contract.

“**ESPD**” means the European Single Procurement Document completed by the Service Provider and sent to the Purchaser on «F12: date ESPD completed».

“**Exit Management**” means the obligations and rights of the Parties to ensure a smooth transition of the Contract from the Service Provider to the Purchaser or any Replacement Service Provider as set out in Clause 59 (Exit Management) and Schedule 10 (Exit Management).

“**Exit Plan**” means the exit management plan developed by the Service Provider and approved by the Purchaser in accordance with Clause 59 (Exit Management).

“**Exit Management Date**” means each of the following:

- (a) the date of a Termination Notice; and
- (b) if no Termination Notice has been served in relation to this Contract except for any Partial Termination, the expiry of the later of the Initial Term and any extension of the Contract agreed in writing.

“FOISA” means the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under this Act from time to time or any superseding or amending enactments or regulations, together with any guidance and/or codes of practice issued by the Information Commissioner, the Scottish Information Commissioner and/or any relevant government department in relation to such legislation.

“Force Majeure” means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including industrial action, fire, flood, violent storm, pestilence, explosion, malicious damage, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, or any other disaster, natural or man-made.

“GDPR” means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

“Good Industry Practice” means standards, practices, methods and procedures conforming to legal and regulatory requirements and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking as the Service Provider under the same or similar circumstances.

“Intellectual Property Rights” means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“ITT” means the Purchaser’s invitation to tender dated «F13: date ITT issued».

“Judicial Order” means an ineffectiveness order or an order shortening the duration of the contract made in relation to the Contract under Chapter 6 of the Public Contracts (Scotland) Regulations 2015.

«F22: **“Key Individuals”** means the Service Provider Representatives identified as being key individuals for the provision of the Services as set out in Schedule 5.»

“Management Arrangements” means the arrangements for the strategic management of the relationship between the Parties, including arrangements for monitoring of the Service Provider’s compliance with the Specification, the Service Levels, the Ordering Procedures and the terms of the Contract, set out in Schedule 4.

“Milestone” means any event or task which must be completed by a particular date, such as the delivery of a Deliverable, identified as a milestone in accordance with the Ordering Procedures.

“Order” means an order for particular Services placed in accordance with the Ordering Procedures.

“Ordering Procedures” means the procedures for ordering particular Services set out at Schedule 3.

“**Party**” means either of the Purchaser or the Service Provider.

“**Personal Data**” has the meaning given in the Data Protection Laws.

“**Pricing Schedule**” means the details of the pricing of the Services set out in Schedule 2.

“**Processing**” has the meaning given in the Data Protection Laws and cognate expressions shall be construed accordingly.

“**Purchaser**” means the Scottish Ministers.

“**Purchaser Property**” means any corporeal moveable property issued or made available to the Service Provider by the Purchaser in connection with the Contract.

“**Purchaser Protected Information**” means any information provided by the Purchaser to the Service Provider which:

- carries a protective marking such as “Official”, “Secret” or “Top Secret”; or
- is exempt information as set out in Part 2 of FOISA (disregarding for that purpose whether a provision of Part 2 does not confer absolute exemption within the meaning of section 2(2) of FOISA).

“**Relevant Transfer**” has the meaning given in regulation 2(1) of TUPE.

“**Replacement Service Provider**” means any third party service provider appointed to perform the Services by the Purchaser from time to time.

“**Request for Information**” means a request for information within the meaning of section 8 of FOISA or the Environmental Information Regulations and any attempted or apparent such request.

“**Schedule**” means a schedule annexed to, and forming part of, the Contract.

“**Service Provider**” means «F26: Service Provider legal name and details».

“**Service Provider Representatives**” means all persons engaged by the Service Provider in the performance of its obligations under the Contract including:

- its employees and workers (including persons employed by a third party but working for and under the control of the Service Provider);
- its agents, Service Providers and carriers; and
- any sub-contractors of the Service Provider (whether approved under clause 34 (Sub-contracting) or otherwise).

“**Service Provider Sensitive Information**” means any information provided by the Service Provider to the Purchaser (disregarding any protective marking or assertion of confidentiality) which:

- «F27: is specified as Service Provider Sensitive Information in Schedule 7 and has not lost its sensitivity according to the justifications and durations set out in that Schedule; and»
- is exempt information pursuant to sections 33(1) or 36, 38 or 39 of FOISA (having regard for that purpose to the public interest there might be in disclosing such information as referred to in section 2(1)(b) of FOISA).

“**Services**” means the Services as are to be supplied by the Service Provider to the Purchaser as set out in the Specification and as may be ordered in accordance with the Ordering Procedures.

“**Specification**” means the Purchaser’s general requirements for the provision of services, including Service Levels, set out in Schedule 1.

“**Supervisory Authority**” has the meaning given in Data Protection Laws.

“**Tender**” means the tender submitted by the Service Provider to the Purchaser in response to the ITT dated «F14: date Tender submitted».

“**Transparency Information**” means the Transparency Reports and the content of this Contract.

“**Transparency Reports**” means a report in accordance with Schedule 7 Part 1 (Transparency Reports) containing the contract information as set out in the table for that Part for publication by the Purchaser in the interests of transparency

“**TUPE**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“**Working Day**” means a day other than a Saturday, Sunday or bank holiday in Scotland, within the meaning of the Banking and Financial Dealings Act 1971.

“**Working Hour**” means an hour between 0900 hours and 1700 hours on a Working Day.

- 1.2. The interpretation and construction of the Contract is subject to the following provisions:
 - 1.2.1. words importing the singular meaning include, where the context so admits, the plural and vice versa;
 - 1.2.2. words importing the masculine include the feminine and neuter;
 - 1.2.3. reference to a clause is a reference to the whole of that clause unless stated otherwise;
 - 1.2.4. references to any statute, enactment, order, regulation or other similar instrument are construed as a reference to the instrument as amended by any subsequent instrument or re-enacted;
 - 1.2.5. references to any person include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;
 - 1.2.6. reference to “expiry or termination” of the Contract includes the making of a Judicial Order;
 - 1.2.7. the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and
 - 1.2.8. headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract.

2. **Condition Precedent: Requirement for a Parent Company Guarantee**

It shall be a condition of this Contract that, if required by the Purchaser, the Service Provider shall deliver a validly executed parent company guarantee in the form set out in Schedule 8 to this Contract. The rights and obligations of the Parties shall have no force or effect unless the parent company guarantee has been properly executed and delivered to the Purchaser. The parties acknowledge that if this condition has not been fulfilled any performance of this Contract by the Service Provider shall be at the risk of the Service Provider and the Purchaser shall not be liable for and the Service Provider irrevocably waives any entitlement to payment of any fees, expenses or other payments in relation to such performance. Where the Service Provider has failed to fulfil this condition within 14 days of the date of last subscription of the Contract the Purchaser shall have the right to terminate the Contract by notice in writing to the Service Provider.

3. **Nature of the Contract**

- 3.1. The Contract is a public services contract within the meaning of regulation 2(1) of the Public Contracts (Scotland) Regulations 2015.
- 3.2. The Service Provider acknowledges that it is not the exclusive Service Provider of the Services to the Purchaser and as such no guarantee of work or volume of work has been granted by the Purchaser.

4. **Period**

- 4.1. The period of the Contract is from and including «F29 commencement date» (the “**Commencement Date**”) to and including «F30 initial expiry date», unless it is terminated earlier or extended under clause 4.2.

15.

- 4.2. The Purchaser may, by giving notice to the Service Provider, extend the period of the Contract to a date falling no later than «F31 insert longstop expiry date». Subject to that constraint, the Purchaser may extend the period of the Contract on more than one occasion.

5. **Break**

The Purchaser may terminate the Contract at any time by giving not less than 3 months' notice to the Service Provider.

6. **Specification and Service Levels»**

The Service Provider must comply with the Specification. In particular, the Service Provider must meet or exceed the Service Levels.

7. **Pricing Schedule**

- 7.1. The Pricing Schedule sets out details of the pricing of the Services.
- 7.2. The prices in the Pricing Schedule are not to be increased for the period of the Contract.
- 7.3. Accordingly, the Service Provider may not unilaterally increase the prices in the Pricing Schedule. But nothing in the Contract prevents the Service Provider from improving on the prices in the Pricing Schedule for the purposes of a particular Order.

8. Ordering Procedures and Management Arrangements

- 8.1. The Ordering Procedures may be invoked by the Purchaser at any time during the period of the Contract.
- 8.2. The Parties must comply with the Ordering Procedures.
- 8.3. The Service Provider must maintain the capacity to supply the Services throughout the period of the Contract.
- 8.4. The Parties must comply with the Management Arrangements.

SECTION B: MISCELLANEOUS PROVISIONS INCLUDING THOSE RELATING TO PRICE, PAYMENT AND INFORMATION

9. Service Provider's Status

At all times during the period the Service Provider is an independent service provider and nothing in the Contract establishes a contract of employment, a relationship of agency or partnership or a joint venture between the Parties or between the Purchaser and any Service Provider Representative. Accordingly, neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

10. Notices

- 10.1. Any notice or other communication which is to be given by a Party to the other under the Contract must be:
 - 10.1.1. given in writing;
 - 10.1.2. addressed in accordance with clause 10.3; and
 - 10.1.3. sent by letter (delivered by hand, first class post or by recorded delivery or special delivery) or e-mail.
- 10.2. Provided the relevant communication is not returned or rejected as undelivered, the notice or communication is deemed to have been given:
 - 10.2.1. 2 Working Days after the day on which the letter was posted; or
 - 10.2.2. 4 Working Hours after the communication was sent, in the case of email.
- 10.3. For the purposes of this clause, the address of each Party is:
 - 10.3.1. For the Purchaser:
Office of the Chief Researcher, The Scottish Government, Area 2H North, Victoria Quay, Edinburgh EH6 6QQ
For the attention of: [REDACTED]
Tel: [REDACTED]
E-mail: [REDACTED]
 - 10.3.2. For the Service Provider:
«F43: Service Provider address for notices»
For the attention of: «F44: Service Provider individual contact for notices»
Tel: «F45: Service Provider phone number»
E-mail: «F47: Service Provider e-mail address for notices»
- 10.4. Either Party may change its address details by serving a notice in accordance with this clause.

- 10.5. Notices under clause 13.1 (Termination on Insolvency or Change of Control) may be sent to the Purchaser's trustee, receiver, liquidator or administrator, as appropriate.

11. Price

- 11.1. In consideration of the Service Provider's performance of its obligations relating to an Order, the Purchaser must pay:

11.1.1. the price due in accordance with the Pricing Schedule and the Ordering Procedures; and

11.1.2. a sum equal to the value added tax chargeable at the prevailing rate.

- 11.2. Not used.

- 11.3. The Service Provider may not suspend the provision of services if it considers that the Purchaser has failed to pay the price due.

12. Payment and Invoicing

- 12.1. The Purchaser must pay all sums due to the Service Provider within 30 days of receipt of a valid invoice.

- 12.2. The Service Provider must render invoices in accordance with the schedule of milestones.

- 12.3. The Service Provider must ensure that each invoice contains appropriate Contract and Order references and a detailed breakdown of the Services provided. The Service Provider must supply such other documentation reasonably required by the Purchaser to substantiate any invoice.

- 12.4. Value added tax, where applicable, must be shown separately on all invoices as a strictly net extra charge.

- 12.5. Not used.

- 12.6. Interest is payable on the late payment of any undisputed sums of money in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. In the case of sums due by the Purchaser, the sums referred to in this clause must be properly invoiced by the Service Provider.

13. Recovery of Sums Due

- 13.1. Wherever under the Contract any sum of money is recoverable from or payable by the Service Provider to the Purchaser, the Purchaser may deduct that sum from any sum due to the Service Provider whether under the Contract or otherwise.

- 13.2. The Service Provider must make any payments due to the Purchaser without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by the Purchaser to the Service Provider.

14. Data Protection

- 14.1. The Service Provider acknowledges that Personal Data described in the scope of Schedule 9 (Data Protection) may be Processed in connection with the Services under this Contract. For the purposes of any such Processing, Parties agree that the Service Provider acts as the Data Processor and the Purchaser acts as the Data Controller.

- 14.2. Both Parties agree to negotiate in good faith any such amendments to this Contract that may be required to ensure that both Parties meet all their obligations under Data Protection Laws. The provisions of this clause 14 are without prejudice to any obligations and duties imposed directly on the Service Provider under Data Protection Laws and the Service Provider hereby agrees to comply with those obligations and duties.
- 14.3. The Service Provider will, in conjunction with the Purchaser and in its own right and in respect of the Services, make all necessary preparations to ensure it will be compliant with Data Protection Laws.
- 14.4. The Service Provider will provide the Purchaser with the contact details of its data protection officer or other designated individual with responsibility for data protection and privacy to act as the point of contact for the purpose of observing its obligations under the Data Protection Laws.
- 14.5. The Service Provider must:
- 14.5.1. process Personal Data only as necessary in accordance with obligations under the Contract and any written instructions given by the Purchaser (which may be specific or of a general nature), including with regard to transfers of Personal Data outside the European Economic Area unless required to do so by European Union or Member state law or Regulatory Body to which the Service Provider is subject; in which case the Service Provider must, unless prohibited by that law, inform the Purchaser of that legal requirement before processing the Personal Data only to the extent, and in such manner as is necessary for the performance of the Service Provider's obligations under this Contract or as is required by the Law;
- 14.5.2. subject to clause 14.5.1 only process or otherwise transfer any Personal Data in or to any country outside the European Economic Area with the Purchaser's prior written consent;
- 14.5.3. take all reasonable steps to ensure the reliability and integrity of any Service Provider Representatives who have access to the Personal Data and ensure that the Service Provider Representatives:
- (a) are aware of and comply with the Service Provider's duties under this clause;
 - (b) are subject to appropriate confidentiality undertakings with the Service Provider or the relevant Sub-contractor;
 - (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Purchaser or as otherwise permitted by this Contract; and
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.
- 14.5.4. implement appropriate technical and organisational measures including those in accordance with Article 32 of the GDPR to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure, such measures being appropriate to the harm which might result from any unauthorised or unlawful Processing accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.
- 14.6. The Service Provider shall not engage a sub-contractor to carry out Processing in connection with the Services without prior specific or general written authorisation from the Purchaser. In the case of general written authorisation, the Service Provider must inform the Purchaser of any intended changes concerning the addition or replacement of any other sub-contractor and give the Purchaser an opportunity to object to such changes.
- 14.7. If the Service Provider engages a sub-contractor for carrying out Processing activities on behalf of the Purchaser, the Service Provider must ensure that same data protection obligations as set out in this Contract are imposed on the sub-contractor by way of a written and legally binding

contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures. The Service Provider shall remain fully liable to the Purchaser for the performance of the sub-contractor's performance of the obligations.

14.8. The Service Provider must provide to the Purchaser reasonable assistance including by such technical and organisational measures as may be appropriate in complying with Articles 12-23 of the GDPR.

14.9. The Service Provider must notify the Purchaser if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws;

(d) receives any communication from the Supervisory Authority or any other regulatory authority in connection with Personal Data processed under this Contract; or

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulatory order;

and such notification must take place as soon as is possible but in any event within 3 business days of receipt of the request or any other period as agreed in writing with the Purchaser from time to time.

14.10. Taking into account the nature of the Processing and the information available, the Service Provider must assist the Purchaser in complying with the Purchaser's obligations concerning the security of personal data, reporting requirements for data breaches, data protection impact assessments and prior consultations in accordance with Articles 32 to 36 of the GDPR. These obligations include:

(a) ensuring an appropriate level of protection through technical and organisational measures that take into account the circumstances and purposes of the processing as well as the projected probability and severity of a possible infringement of the law as a result of security vulnerabilities and that enable an immediate detection of relevant infringement events.

(b) notifying a Personal Data breach to the Purchaser without undue delay and in any event no later than 24 hours after becoming aware of a Personal Data breach;

(c) assisting the Purchaser with communication of a personal data breach to a Data Subject;

(d) supporting the Purchaser with preparation of a data protection impact assessment;

(e) supporting the Purchaser with regard to prior consultation of the Supervisory Authority.

14.11. At the end of the provision of Services relating to processing the Service Provider must, on written instruction of the Purchaser, delete or return to the Purchaser all Personal Data and delete existing copies unless EU or Member State law requires storage of the Personal Data.

14.12. The Service Provider must:

(a) provide such information as is necessary to enable the Purchaser to satisfy itself of the Service Provider's compliance with this clause 14;

(b) allow the Purchaser, its employees, auditors, authorised agents or advisers reasonable access to any relevant premises, during normal business hours, to inspect the

procedures, measures and records referred to in this clause 14 and contribute as is reasonable to those audits and inspections;

- (c) inform the Purchaser, if in its opinion, an instruction from the Purchaser infringes any obligation under Data Protection Laws.

- 14.13. The Service Provider must maintain written records including in electronic form, of all Processing activities carried out in performance of the Services or otherwise on behalf of the Purchaser containing the information set out in Article 30(2) of the GDPR.
- 14.14. If requested, the Service Provider must make such records referred to clause 14.13 available to the Supervisory Authority on request and co-operate with the Supervisory Authority in the performance of its tasks.
- 14.15. Parties acknowledge that the inspecting party will use reasonable endeavours to carry out any audit or inspection under clause 14.14 with minimum disruption to the Service Provider's day to day business.
- 14.16. To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Purchaser publishes 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 Service Provider 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 payment) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

15. Transparency and Freedom of Information

- 15.1. The Service Provider acknowledges that the Purchaser is subject to the requirements of FOISA and the Environmental Information Regulations. The Service Provider shall:
 - (a) provide all necessary assistance and cooperation as the Purchaser may reasonably request to enable the Purchaser to comply with its obligations under FOISA and Environmental Information Regulations;
 - (b) transfer to the Purchaser all Requests for Information relating to this Agreement that the Service Provider receives as soon as practicable and in any event within 2 Working Days of receipt;
 - (c) provide the Purchaser with a copy of all information held on behalf of the Purchaser which is requested in a Request For Information and which is in the Service Provider's possession or control. The information must be provided within 5 Working Days (or such other period as the Purchaser may reasonably specify) in the form that the Purchaser requires.
 - (d) not respond directly to a Request For Information addressed to the Purchaser unless authorised in writing to do so by the Purchaser.
- 15.2. If the Request for Information appears to be directed to information held by the Purchaser, the Service Provider must promptly inform the applicant in writing that the Request for Information can be directed to the Purchaser.
- 15.3. If the Purchaser receives a Request for Information concerning the Framework Agreement, the Purchaser is responsible for determining at its absolute discretion whether the information requested is to be disclosed to the applicant or whether the information requested is exempt from disclosure in accordance with FOISA or the Environmental Information Regulations.
- 15.4. The Service Provider acknowledges that the Purchaser may, acting in accordance with the Purchaser's Code of Practice on the Discharge of Functions of Public Authorities issued under section 60(5) of FOISA (as may be issued and revised from time to time), be obliged under FOISA or the Environmental Information Regulations to disclose information requested concerning the Service Provider or the Framework Agreement:

- 15.4.1 in certain circumstances without consulting the Service Provider, or
- 15.4.2 following consultation with the Service Provider and having taken its views into account.
- 15.5. Where 15.4.1 applies the Purchaser must take reasonable steps, if practicable, to give the Service Provider advance notice of the fact of disclosure or, failing that, draw the fact of disclosure to the attention of the Service Provider after such disclosure to the extent that it is permissible and reasonably practical for it to do.
- 15.6. Where a Request for Information concerns Service Provider Sensitive Information specified in Schedule 7 (having regard to the justifications and durations set out there), the Purchaser must take reasonable steps, where practicable, to consult with the Service Provider before disclosing it pursuant to a Request for Information.
- 15.7. The Service Provider acknowledges that Transparency Reports and the content of this Agreement including any Amendments, agreed from time to time, (together the "Transparency Information") are not Confidential Information. However, for the avoidance of doubt, the following shall be treated as Confidential Information:
- (i) any information that the Purchaser determine is exempt from disclosure in accordance with the provisions of FOISA; and
 - (ii) Commercially Sensitive Information;
- and if the Purchaser believes that publication of any element of the Transparency Information should be treated as Confidential Information the Purchaser may, in its discretion exclude such information from publication.
- 15.8. Notwithstanding any other provision of this Agreement, the Service Provider hereby gives consent for the Purchaser to publish to the general public, the Transparency Information in its entirety. The Purchaser shall, prior to publication, consult with the Service Provider on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
- 15.9. The Service Provider shall assist and co-operate with the Purchaser to enable the Purchaser to publish the Transparency Information including the preparation of Transparency Reports.
- 15.10. The Purchaser shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Agreement is being performed, having regard to the context of the wider commercial relationship with the Service Provider.
- 15.11. The Service Provider agrees that any further Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to the Purchaser upon request, unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of FOISA. The Purchaser may disclose such information under FOISA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information (subject to clause 17.3.3) publish such Information. The Service Provider shall provide to the Purchaser within 5 working days (or such other period as the Purchaser may reasonably specify) any such Information requested by the Purchaser.

16. Purchaser Protected Information

- 16.1. The Service Provider must:
- 16.1.1. treat all Purchaser Protected Information as confidential and safeguard it accordingly, implementing appropriate technical and organisational measures to protect Purchaser Protected Information against disclosure;

- 16.1.2. only use the Purchaser Protected Information for the purposes of performing its obligations under the Contract;
 - 16.1.3. only disclose the Purchaser Protected Information to such Service Provider Representatives that are directly involved in the performance of the Contract and need to know the information; and
 - 16.1.4. not disclose any Purchaser Protected Information without the prior written consent of the Purchaser.
- 16.2. The Service Provider must immediately notify the Purchaser of any breach of security concerning the Purchaser Protected Information. The Service Provider must fully co-operate with the Purchaser in any investigation that the Purchaser considers necessary to undertake as a result of any such breach of security.
- 16.3. Clause 16.1 does not apply to the extent that:
- 16.3.1. disclosure is required by law or by order of any competent court or tribunal;
 - 16.3.2. information is in the possession of the Service Provider without restriction as to its disclosure prior to its disclosure by the Purchaser;
 - 16.3.3. information is obtained from a third party (who lawfully acquired it) without restriction as to its disclosure;
 - 16.3.4. information is already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - 16.3.5. information is independently developed without access to the Purchaser Protected Information.
- 16.4. Breach of this clause or the Official Secrets Acts 1911 to 1989 by the Service Provider is a material breach for the purposes of clause 12.1.3 (Termination Rights).

17. Service Provider Sensitive Information

- 17.1. The Purchaser must:
- 17.1.1. treat all Service Provider Sensitive Information as confidential and safeguard it accordingly; and
 - 17.1.2. not disclose any Service Provider Sensitive Information to any other person without the prior written consent of the Service Provider.
- 17.2. Clause 17.1 does not apply to the extent that:
- 17.2.1. disclosure is required by law or by order of any competent court or tribunal;
 - 17.2.2. information is in the possession of the Purchaser without restriction as to its disclosure prior to its disclosure by the Service Provider;
 - 17.2.3. information is obtained from a third party (who lawfully acquired it) without restriction as to its disclosure;
 - 17.2.4. information is already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - 17.2.5. information is independently developed without access to the Service Provider Sensitive Information.
- 17.3. Nothing in this Contract prevents the Purchaser from disclosing any Service Provider Sensitive Information or any other information concerning the Service Provider or the Contract:

- 17.3.1. pursuant to a Request for Information concerning the information (see clause 15 (Transparency and Freedom of Information));
 - 17.3.2. in accordance with the Purchaser's publication scheme (within the meaning of section 23 of FOISA) as reviewed from time to time;
 - 17.3.3. in accordance with the requirements of Part 3 of the Public Services Reform (Scotland) Act 2010;
 - 17.3.4. in accordance with any future policies of the Purchaser concerning the routine disclosure of government information in the interests of transparency;
 - 17.3.5. to any consultant, Service Provider or other person engaged by the Purchaser, for example to conduct a gateway review;
 - 17.3.6. in response to a Parliamentary Question from a Member of the Scottish Parliament, a member of the United Kingdom Parliament, or any other department, office or agency of Her Majesty's Government in Scotland or the United Kingdom, and their servants or agents, and when disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Purchaser shall if the Purchaser sees fit disclose such information but is unable to impose any restrictions upon the information that the Purchaser provides to Members of the Scottish Parliament or Members of the United Kingdom Parliament;
 - 17.3.7. in response to any inquiry of the European Commission concerning the Contract; or
 - 17.3.8. for the purpose of any examination by any auditors of the Purchaser (including Audit Scotland, the Auditor General for Scotland and the Scottish Parliament) of the economy, efficiency and effectiveness with which the Purchaser has used its resources.
- 17.4. The Service Provider consents to the publication of the Contract by the Purchaser, subject to such redactions as the Purchaser may decide to make. The Purchaser may consult with the Service Provider to inform its decisions concerning redaction (for example to exclude any Service Provider Sensitive Information) but any decisions taken by the Purchaser are final and conclusive.

18. Audit

- 18.1. The Service Provider must retain and maintain until 5 years after the end of the Contract period full and accurate records of the Contract including the Orders placed, the Services provided and payments made and reimbursed under it.
- 18.2. The Service Provider must on request, and without any charge to the Purchaser, afford the Purchaser, or the Purchaser's representatives, such access to those records as may reasonably be requested by the Purchaser in connection with the Contract.

19. Publicity

The Service Provider must not make any press announcement or otherwise publicise the Contract in any way, except with the written consent of the Purchaser.

SECTION C: PROVISION OF SERVICES

20. Provision of the Services

- 20.1. The Service Provider must provide the Services:

- 20.1.1. in accordance with the Specification «F6:; the Service Levels» and the Ordering Procedures;
- 20.1.2. in accordance with the particular requirements of each Order; and
- 20.1.3. to the satisfaction of the Purchaser acting reasonably.
- 20.2. The Service Provider acknowledges that the Purchaser relies on the skill, care, diligence and judgment of the Service Provider in the supply of the Services and the performance of its obligations under the Contract.
- 20.3. For each Order for the provision of services, subject to any contrary requirements of the Purchaser communicated in accordance with the Ordering Procedures, the provisions of this Section C apply.
- 20.4. The period for any Order agreed in accordance with the Ordering Procedures may be brought to an earlier end upon 3 months' notice by the Purchaser.

21. Deliverables and Milestones

- 21.1. The Service Provider must provide the Services, including any Deliverables:
 - 21.1.1. at the date(s), time(s) and location(s) required by the Purchaser; and
 - 21.1.2. in good time to meet any Milestones required by the Purchaser.
- 21.2. When the Service Provider believes acting reasonably that it has provided any Deliverable or completed any Milestone in accordance with the Contract it must notify the Purchaser.
- 21.3. The Purchaser may thereafter by notice to the Service Provider:
 - 21.3.1. accept the provision of the Deliverable or the completion of the Milestone (as appropriate), having regard to any acceptance criteria communicated in accordance with the Ordering Procedures; or
 - 21.3.2. providing reasons, reject the provision of the Deliverable or the completion of the Milestone.
- 21.4. Where the Purchaser rejects the completion of a Milestone or provision of a Service or Deliverable in accordance with clause 21.3.2, the Service Provider must at its expense immediately rectify or remedy any defects and/or delays.
- 21.5. Risk and ownership in any Deliverables that are corporeal moveables and in any physical media in which any Deliverables are delivered vests in the Purchaser upon acceptance in accordance with this clause.
- 21.6. Whether the defect or delay is due to the Purchaser or not, the Service Provider shall deploy all additional resources to address the consequences of the default or delay. Where such default or delay is solely due to the Purchaser, any additional costs in respect of the said additional resources shall be agreed between the parties both acting reasonably.

SECTION D: STAFF INVOLVED IN THE PROVISION OF SERVICES

22. Key Individuals

- 22.1. The Service Provider acknowledges that the Key Individuals are essential to the proper provision of the Services to the Purchaser.
- 22.2. The Key Individuals must not be released from providing the Services without the approval of the Purchaser, except by reason of long-term sickness, maternity, paternity, adoption or

parental leave, termination of employment or equivalent extenuating circumstances. Where such extenuating circumstances arise or are foreseeable, the Service Provider must immediately give notice of that fact to the Purchaser.

22.3. The Service Provider may propose a replacement to a Key Individual (and must do so when a Key Individual is to be released from providing the Services), in which case:

22.3.1. appropriate arrangements must be made to minimise any adverse impact on the Contract which could be caused by the change in Key Individuals (including, wherever possible, a transfer period of sufficient duration to allow for the transfer of know-how and skills); and

22.3.2. the replacement must be of at least equal status and of equivalent qualifications, experience, training and skills to the Key Individual being replaced and must be fully competent to carry out the responsibilities of that person in relation to the Services.

22.4. Any proposed replacement to a Key Individual is subject to the approval of the Purchaser. Subject to the Service Provider's compliance with this clause, the Purchaser must not unreasonably withhold such approval.

23. Offers of Employment

23.1. For the duration of the Contract and for a period of 12 months thereafter the Service Provider must not employ or offer employment to any of the Purchaser's employees who have been associated with the Contract and/or the contract management of the Contract without the Purchaser's prior approval.

23.2. This clause does not prevent the Service Provider from employing or offering employment to any person who has applied for employment in response to an advertisement placed in the normal course of business and not placed with the objective of soliciting the Purchaser's employees.

24. Staff transfer at commencement

24.1. The Parties agree that the commencement of the provision of the Services by the Service Provider does not involve a Relevant Transfer.

25. Information about Service Provider Employees

25.1. The Purchaser may by notice require the Service Provider to disclose such information as the Purchaser may require relating to those of the Service Provider's employees carrying out activities under or connected with the Contract.

25.2. The Service Provider must disclose by notice all such information as is required by the Purchaser under clause 25.1, within such reasonable period specified by the Purchaser. The Service Provider acknowledges that the Data Protection Laws do not prevent the disclosure of anonymised data that is not personal data within the meaning of that Act.

25.3. The Service Provider consents to the disclosure by the Purchaser of all information provided by the Service Provider under this clause to other service providers that the Purchaser may invite to tender or appoint for services to be provided in substitution for the Services.

26. Staff transfer on expiry or termination

26.1. The Parties agree that the ceasing of the provision of the Services by the Service Provider does not involve a Relevant Transfer.

27. Security

- 27.1 The Service Provider must comply with the Purchaser's policies concerning Baseline Personnel Security Standard clearance and such modifications to those policies or replacement policies as are notified to the Service Provider from time to time.
- 27.2 The Service Provider must notify the Purchaser of any matter or other change in circumstances which might adversely affect future Baseline Personnel Security Standard clearance.

SECTION E: PROVISIONS RELATING TO INTELLECTUAL PROPERTY AND GOVERNANCE

28. Parties' pre-existing Intellectual Property Rights

Except as expressly provided for in the Contract, neither Party acquires any interest in or license to use the other Party's Intellectual Property Rights as they subsist at the Commencement Date or as developed independently of the Contract.

29. Specially Created Intellectual Property Rights

- 29.1. All Intellectual Property Rights and any reports, guidance, specification, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material prepared by or for the Service Provider on behalf of the Purchaser for use, or intended use, in relation to the performance by the Service Provider of its obligations under the Contract belong to the Purchaser.
- 29.2. The Service Provider assigns to the Purchaser, with full title guarantee, all Intellectual Property Rights which may subsist in the materials referred to in clause 29.1. This assignment takes effect on the Commencement Date or as an assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Service Provider. The Service Provider must execute all documentation necessary to effect this assignment.

30. Licences of Intellectual Property Rights

- 30.1. The Service Provider grants to the Purchaser a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights owned or developed prior to the Commencement Date and which the Purchaser reasonably requires in order to enjoy the benefit of the Services.
- 30.2. Not used.
- 30.3. The Service Provider must ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Contract grants to the Purchaser a royalty-free, irrevocable and non-exclusive licence or, if itself a licensee of those rights, grants to the Purchaser an authorised and equivalently wide sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights. Such licence or sub-licence must be non-exclusive, perpetual, royalty free and irrevocable.

31. Claims relating to Intellectual Property Rights

- 31.1. The Service Provider must not infringe any Intellectual Property Rights of any third party in providing the Services or otherwise performing its obligations under the Contract and must ensure that the provision of the Services and the use or possession of the Deliverables does not infringe such Intellectual Property Rights.
- 31.2. The Service Provider must promptly notify the Purchaser if any claim or demand is made or action brought against the Service Provider for infringement or alleged infringement of any

Intellectual Property Right which may affect the use or possession of the Deliverables or which may affect the provision of the Services.

31.3. Where a claim to which this clause applies is made, the Service Provider must, at its expense, use its best endeavours to:

31.3.1. modify the Services or Deliverables or substitute alternative Services or Deliverables (in any case without reducing performance or functionality) so as to avoid the infringement or alleged infringement of the Intellectual Property Rights; or

31.3.2. procure the grant of a licence or licences from the pursuer, claimant or complainer, on terms acceptable to the Purchaser, so as to avoid the infringement or alleged infringement of the Intellectual Property Rights of the pursuer, claimant or complainer.

31.4. The Service Provider must not without the consent of the Purchaser make any admissions which may be prejudicial to the defence or settlement of any claim to which this clause applies.

32. Assignment

32.1. The Service Provider may not assign its interest in the Contract or any part of it without the prior written consent of the Purchaser.

32.2. Notwithstanding clause 32.1, the Service Provider may assign to another person (an "**Assignee**") the right to receive the price due to the Service Provider under the Contract subject to:

32.2.1. deduction of sums in respect of which the Purchaser exercises its right of recovery under clause 13 (Recovery of Sums Due); and

32.2.2. all the related rights of the Purchaser under the Contract in relation to the recovery of sums due but unpaid.

32.3. The Service Provider must notify or ensure that any Assignee notifies the Purchaser of any variations to the arrangements for making payments or for handling invoices, in each case in good time to enable the Purchaser to redirect payments or invoices accordingly. In the absence of such notification the Purchaser is under no obligation to vary its arrangements for making payments or for handling invoices.

32.4. Subject to clause 32.6, the Purchaser may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

(a) any Contracting Authority; or

(b) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Purchaser; or

(c) any private sector body which substantially performs the functions of the Purchaser,

provided that any such assignment, novation or other disposal shall not increase the burden of the Service Provider's obligations under the Contract.

32.5 Any change in the legal status of the Purchaser such that it ceases to be a Contracting Authority shall not, subject to clause 32.6, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Purchaser.

32.6 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause 32.4 to a body which is not a Contracting Authority or if there is a change in the legal status of the Purchaser such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the "**Transferee**"):

- (a) the rights of termination of the Purchaser in clauses 57 (Termination Rights) and 58 (Termination on Insolvency and Change of Control) shall be available to the Service Provider in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and
 - (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Service Provider.
- 32.7 The Purchaser may disclose to any Transferee any Confidential Information of the Service Provider which relates to the performance of the Service Provider's obligations under the Contract. In such circumstances the Purchaser shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Service Provider's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

33. Change of Control

The Service Provider must notify the Purchaser:

- 33.1. whenever it proposes to undergo a change of Control, or a change of control is likely to occur; and
- 33.2. immediately following a change of Control that has occurred.

34. Sub-Contracting

- 34.1. «F51: The Purchaser approves the appointment of the sub-contractors specified in Schedule 6 (Approved Sub-contractors) in respect of the obligations specified in that Schedule.»
- 34.2. The Service Provider may not sub-contract its obligations under the Contract «F52: to other sub-contractors» without the prior written consent of the Purchaser. Sub-contracting of any part of the Contract shall not relieve the Service Provider of any obligation or duty attributable to the Service Provider under the Contract. The Service Provider shall be responsible for the acts and omissions of its sub-Service Providers as though they are its own.
- 34.3. Where the Service Provider enters into a sub-contract the Service Provider must ensure that a provision is included which:
 - 34.3.1. requires payment to be made of all sums due by the Service Provider to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice as defined by the sub-contract requirements and provides that, where the Purchaser has made payment to the Service Provider in respect of Services and the sub-contractor's invoice relates to such Services then, to that extent, the invoice must be treated as valid and, provided the Service Provider is not exercising a right of retention or set-off in respect of a breach of contract by the sub-contractor or in respect of a sum otherwise due by the sub-contractor to the Service Provider, payment must be made to the sub-contractor without deduction;
 - 34.3.2. notifies the sub-contractor that the sub-contract forms part of a larger contract for the benefit of the Purchaser and that should the sub-contractor have any difficulty in securing the timely payment of an invoice, that matter may be referred by the sub-contractor to the Purchaser;
 - 34.3.3. not used; and
 - 34.3.4. is in the same terms as that set out in this clause 34.3 (including for the avoidance of doubt this clause 34.3.4) subject only to modification to refer to the correct designation of the equivalent party as the Service Provider and sub-contractor as the case may be.

34.4. The Service Provider shall also include in every sub-contract:

34.4.1 a right for the Service Provider to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or employment law or if any of the termination events (involving substantial modification of the Contract, contract award despite the existence of exclusion grounds or a serious infringement of EU legal obligations) specified in clause 57.3 occur; and

34.4.2 a requirement that the sub-contractor includes a provision having the same effect as 34.4.1 in any sub-contract which it awards.

In this clause 34.4, 'sub-contract' means a contract between two or more service providers, at any stage of remoteness from the Purchaser in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

34.5. Where requested by the Purchaser, copies of any sub-contract must be sent by the Service Provider to the Purchaser as soon as reasonably practicable.

34.6. Where the Service Provider proposes to enter into a sub-contract it must:

34.6.1 advertise its intention to do so in at least one trade journal, [at least one newspaper circulating in [*refer to locality*]] and the Public Contracts Scotland Portal; and

34.6.2 follow a procedure leading to the selection of the sub-contractor which ensures reasonable competition following principles of equal treatment, non-discrimination and transparency and which ensures that such procedure is accessible by small and medium enterprises.

35. Amendment

35.1. The Contract may be amended only by the written agreement of both Parties. Accordingly, the Service Provider may not unilaterally amend the Contract.

35.2. Not used.

SECTION F SERVICE PROVIDER CONDUCT REQUIREMENTS

36. Compliance with the Law etc.

In providing the Services and otherwise when performing the Contract, the Service Provider must comply in all respects with:

36.1. all applicable law;

36.2. any applicable requirements of regulatory bodies; and

36.3. Good Industry Practice.

37. Official Secrets Acts

The Service Provider undertakes to abide and procure that the Service Provider's employees abide by the provisions of the Official Secrets Acts 1911 to 1989.

38. Service Provider's responsibility for staff etc.

38.1. The Service Provider is responsible for the acts and omissions of all Service Provider

Representatives relating to the Contract as though such acts and omissions are the Service Provider's own.

38.2. The Service Provider must ensure that all Service Provider Representatives:

38.2.1. are appropriately experienced, skilled, qualified and trained;

38.2.2. carry out their activities connected with the Contract faithfully and diligently and with all with due skill, care and diligence; and

38.2.3. obey all lawful and reasonable directions of the Purchaser when carrying out activities under the Contract.

39. Access to the Purchaser's premises

39.1. Any access to, or occupation of, the Purchaser's premises which the Purchaser may grant the Service Provider from time to time is on a non-exclusive licence basis free of charge. The Service Provider must use the Purchaser's premises solely for the purpose of performing its obligations under the Contract and must limit access to the Purchaser's premises to such individuals as are necessary for that purpose.

39.2. The Service Provider must comply with the Purchaser's policies concerning Baseline Personnel Security Standard clearance and such modifications to those policies or replacement policies as are notified to the Service Provider from time to time.

39.3. At the Purchaser's written request, the Service Provider must provide a list of the names and addresses of all persons who may require admission to the Purchaser's premises in connection with the Contract, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Purchaser may reasonably request.

39.4. The Service Provider must ensure that any individual Service Provider Representative entering the Purchaser's premises has completed the process for obtaining Baseline Personnel Security Standard clearance. The Service Provider acknowledges that the Purchaser has the right to deny entry to any individual that has not completed the process for obtaining Baseline Personnel Security Standard clearance.

39.5. In accordance with the Purchaser's policies concerning visitor access, entry to the Purchaser's premises may be granted to individual Service Provider Representatives for the purposes of meetings, notwithstanding that the process for obtaining Baseline Personnel Security Standard clearance has not commenced or completed.

39.6. The Purchaser may, by notice to the Service Provider, refuse to admit onto, or withdraw permission to remain on, the Purchaser's premises any Service Provider Representative whose admission or continued presence would, in the opinion of the Purchaser acting reasonably, be undesirable.

39.7. The Purchaser must provide advice and assistance acting reasonably to the Service Provider to facilitate the Service Provider's compliance with this clause.

39.8. All decisions of the Purchaser under this clause are final and conclusive.

40. Service Provider's Equipment

40.1. The Service Provider must provide all Equipment necessary to perform any required activities on the Purchaser's premises or otherwise necessary for the provision of Services.

40.2. But the Service Provider must not, without the Purchaser's approval:

40.2.1. bring Equipment onto the Purchaser's premises; or

- 40.2.2. leave Equipment on the premises.
- 40.3. Any Equipment brought onto the Purchaser's premises:
 - 40.3.1. remains the property of the Service Provider; and
 - 40.3.2. is at the Service Provider's own risk and the Purchaser has no liability for any loss of or damage to the Equipment unless the Service Provider is able to demonstrate that such loss or damage was caused or contributed to by the Purchaser's Default.
- 40.4. The Service Provider must keep all Equipment brought onto the Purchaser's premises in a safe, serviceable and clean condition. The Purchaser may at any time require the Service Provider to remove from the Purchaser's premises any Equipment which in the opinion of the Purchaser acting reasonably is either hazardous, noxious or not in accordance with the Contract and substitute proper and suitable Equipment at the Service Provider's expense as soon as reasonably practicable.
- 40.5. On completion of any required activities on the Purchaser's premises or at the end of a Working Day (as appropriate), the Service Provider must at its own expense:
 - 40.5.1. remove all Equipment; and
 - 40.5.2. leave the premises in a clean, safe and tidy condition, clearing away all rubbish arising out of the Service Provider's activities.
- 40.6. The Service Provider is solely responsible for making good any damage to the Purchaser's premises or any objects contained therein, other than wear and tear, which is caused by the Service Provider.

41. Purchaser Property

- 41.1. Where the Purchaser issues Purchaser Property to the Service Provider, the Purchaser Property remains at all times the property of the Purchaser.
- 41.2. The Service Provider undertakes the safe custody of the Purchaser Property and to that end must:
 - 41.2.1. keep the Purchaser Property in good order and condition (excluding wear and tear);
 - 41.2.2. comply with any particular security requirements communicated to the Purchaser in relation to the Purchaser Property;
 - 41.2.3. use any Purchaser Property solely in connection with the Contract and for no other purpose; and
 - 41.2.4. store the Purchaser Property separately and ensure that it is clearly identifiable as belonging to the Purchaser.
- 41.3. The Purchaser Property is deemed for the purposes of clause 41.2.1 to be in good order and condition when received by the Service Provider unless the Service Provider notifies the Purchaser otherwise within 5 Working Days of receipt.
- 41.4. The Service Provider must not:
 - 41.4.1. modify or replace the Purchaser Property;
 - 41.4.2. use the Purchaser Property as security for a loan or other obligation;
 - 41.4.3. sell, or attempt to sell or part with possession of the Purchaser Property; or
 - 41.4.4. allow anyone to obtain a lien over, or right to retain, the Purchaser Property.

- 41.5. The Service Provider licences the Purchaser to enter any premises of the Service Provider during Working Hours on reasonable notice to recover any Purchaser Property.
- 41.6. The Service Provider undertakes the due return of the Purchaser Property and as such is liable for all loss of, or damage to, the Purchaser Property (excluding wear and tear), unless such loss or damage was caused or contributed to by the Purchaser's Default. The Service Provider must notify the Purchaser promptly and, in any event within 2 Working Days, upon becoming aware of any defects appearing in or losses or damage occurring to the Purchaser Property.

42. Health and Safety etc.

- 42.1. While on the Purchaser's premises, the Service Provider must comply with the Purchaser's policies concerning health and safety and fire and such modifications to those policies or replacement policies as are notified to the Service Provider from time to time.
- 42.2. The Service Provider must immediately inform the Purchaser in the event of any incident occurring in the performance of its obligations under the Contract on the Purchaser's premises where that incident causes any personal injury or damage to property which could give rise to personal injury. The Service Provider must then promptly notify the Purchaser of that fact.
- 42.3. The Purchaser must promptly notify the Service Provider of any health and safety hazards which may exist or arise at the Purchaser's premises and which may affect the Service Provider in the performance of its obligations under the Contract.
- 42.4. The Service Provider must promptly make available its statutory health and safety policy statement to the Purchaser on request.

43. Offences

- 43.1. The Service Provider must not commit or attempt to commit any offence:
- 43.1.1. under the Bribery Act 2010;
 - 43.1.2. of fraud, uttering, or embezzlement at common law; or
 - 43.1.3. of any other kind referred to in regulation 58(1) of the Public Contracts (Scotland) Regulations 2015.
- 43.2. Breach of clause 43.1 is a material breach for the purposes of clause 12.1.3 (Termination Rights).

44. Tax Arrangements

- 44.1 Where the Service Provider is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 44.2 Where the Service Provider is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 44.3 The Purchaser may, at any time during the term of this contract, request the Service Provider to provide information which demonstrates how the Service Provider complies with sub-clauses 44.1 and 44.2 above or why those clauses do not apply to it.
- 44.4 A request under sub-clause 44.3 above may specify the information which the Service Provider must provide and the period within which that information must be provided.

44.5 The Purchaser may supply any information which it receives under clause 44 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

44.6 The Service Provider shall take all reasonable steps to ensure the observance of the provisions of this clause 44 by all of their servants, employees, agents, consultants and sub-contractors.

44.7 Where the Service Provider enters into any sub-contract with any of its servants, employees, agents, consultants and/or sub-contractors, the Service Provider must ensure that a provision is included which is in the same terms as this clause 44 subject only to modification to refer to the correct designation of the equivalent party as the Service Provider.

45. Discrimination

The Service Provider must not unlawfully discriminate against any person within the meaning of the Equality Act 2010 in its activities relating to the Contract or any other contract with the Purchaser.

1. Blacklisting

The Service Provider must not commit any breach of the Employment Relations Act 1999 (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or commit any breach of the Data Protection Laws by unlawfully processing personal data in connection with any blacklisting activities. Breach of this clause is a material default which shall entitle the Purchaser to terminate the Contract.

2. Sustainability etc.

The Service Provider shall comply with the Purchaser's Sustainability Policy and shall use its best endeavours to minimise its impact on the environment whilst delivering the Services.

3. Conflicts of interest

3.1. The Service Provider must take appropriate steps to ensure that the Purchaser is not placed in a position where, in the reasonable opinion of the Purchaser, there is an actual or potential conflict between the interests of the Service Provider and the duties owed to the Purchaser under the Contract.

3.2. The Service Provider must disclose by notice to the Purchaser full particulars of any actual or potential conflict of interest which may arise and must take such steps as are necessary to avoid or remove the conflict of interest.

3.3. Breach of this clause by the Service Provider is a material breach for the purposes of clause 12.1.3 (Termination Rights).

SECTION G FINAL PROVISIONS

4. Warranties and Representations

The Service Provider warrants and represents that:

4.1. it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its

obligations under the Contract and that the Contract is executed by a duly authorised individual;

- 4.2. in entering the Contract it has not committed any offence under the Bribery Act 2010 or of fraud or uttering at common law or any other kind referred to in the Public Contracts (Scotland) Regulations 2015;
- 4.3. it has not committed any breach of the Employment Relations 1999 Act (Blacklists) Regulations 2010 or or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or committed any breach of the Data Protection Laws by unlawfully processing personal data in connection with any blacklisting activities;
- 4.4. as at the Commencement Date, all information contained in the ESPD and Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Purchaser prior to execution of the Contract;
- 4.5. no claim is being asserted and no litigation, alternative dispute resolution procedure or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- 4.6. it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- 4.7. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Service Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Service Provider's assets or revenue;
- 4.8. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- 4.9. in the 3 years prior to the Commencement Date:
 - 4.9.1. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - 4.9.2. it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established;
- 4.10. it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- 4.11. it has made appropriate inquiries (for example as regards the Purchaser's premises) so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract;
- 4.12. it is familiar with the Purchaser's policies concerning Baseline Personnel Security Standard clearance and health and safety and fire as they apply at the Commencement Date;
- 4.13. it has in place appropriate technical and organisational measures to safeguard any Purchaser Protected Information provided by the Purchaser;
- 4.14. there are no actual or potential conflicts between the interests of the Service Provider and the duties owed to the Purchaser under the Contract, save as may have been specifically disclosed in writing to the Purchaser prior to execution of the Contract; and
- 4.15. it is deemed to have inspected any premises at which the services are to be performed as set out in the Specification (the 'Premises') before tendering so as to have understood

the nature and extent of the Services to be carried out and is deemed to be satisfied in relation to all matters connected with the Services and the Premises.

5. Indemnity

- 5.1. The Service Provider shall indemnify the Purchaser against all claims, proceedings, actions, damages, costs, charges, expenses and any other liabilities which may arise out of, or in consequence of, any Default of the Service Provider.
- 5.2. The Purchaser shall indemnify the Service Provider in respect of all claims, proceedings, actions, damages, fines, costs, expenses or other liabilities which may arise out of, or in consequence of, a breach of the Data Protection Laws where the breach is the direct result of the Service Provider acting in accordance with the Purchaser's specific written instructions. This indemnity provision shall not apply if the Service Provider-
- (a) acts on the Purchaser's specific written instructions but fails to notify the Purchaser in accordance with clause 14.12(c) of this Contract;
- (b) fails to comply with any other obligation under the Contract.

6. Limitation of Liability

- 6.1. Neither Party is liable to the other Party under the Contract for any:
- 6.1.1. loss of profits, business, revenue or goodwill; or
- 6.1.2. indirect or consequential loss or damage.
- 6.2. But clause 6.1 does not exclude any liability of the Service Provider for additional operational, administrative costs or expenses or wasted expenditure resulting from the Default of the Service Provider.
- 6.3. The liability of either Party under the Contract for Defaults is limited to £500,000.
- 6.4. But neither Party excludes or limits liability to the other Party for:
- 6.4.1. death or personal injury caused by its negligence;
- 6.4.2. misrepresentation;
- 6.4.3. any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or sections 2 or 11B of the Supply of Goods and Services Act 1982; or
- 6.4.4. any breach of any obligations under Data Protection Laws.

7. Insurances

- 7.1. The Service Provider must effect and maintain with a reputable insurance company:
- 7.1.1. public liability insurance in the sum of not less than £2 million;
- 7.1.2. professional indemnity insurance in the sum of not less than £5 million; and
- 7.1.3. employer's liability insurance in accordance with any legal obligation for the time being in force.
- 7.2. Such insurance must be maintained for the duration of the Contract and for a minimum of 5 years following the expiry or termination of the Contract.

- 7.3. The Service Provider must give the Purchaser, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

8. Force Majeure

- 8.1. Neither Party is liable to the other Party for any delay in performing, or other failure to perform, its obligations under the Contract to the extent that such delay or failure is a result of Force Majeure. Nonetheless, each Party must use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of one month, either Party may terminate the Contract with immediate effect by notice.
- 8.2. Any delay or other failure by the Service Provider in performing its obligations under the Contract which results from any failure or delay by a Service Provider Representative is only to be regarded as due to Force Majeure if that Service Provider Representative is itself impeded by Force Majeure from complying with an obligation to the Service Provider.
- 8.3. If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any delay or failure on its part as described in clause 8.1, it must immediately notify the other Party of the Force Majeure and the estimated period for which the failure or delay is to continue.
- 8.4. The only events that afford relief from liability for failure or delay under the Contract are Force Majeure events.

9. Dispute Resolution

- 9.1. The Parties must attempt in good faith to resolve any dispute between them arising out of or in connection with the Contract in accordance with the Management Arrangements.
- 9.2. Any dispute or difference arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, which cannot be resolved in accordance with the Management Arrangements, shall be determined by the appointment of a single arbitrator to be agreed between the Parties, and failing agreement within 14 days after either Party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the Scottish Arbitration Centre on the written application of either Party. The seat of the arbitration shall be in Scotland. The language used in the arbitral proceedings shall be English.
- 9.3. Any arbitration under clause 54.2 is subject to the Arbitration (Scotland) Act 2010.

10. Severability

If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision is severed and the remainder of the provisions of the Contract continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

11. Waiver and Cumulative Remedies

- 11.1. Any failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy does not constitute a waiver of that right or remedy and does not cause a diminution of the obligations established by the Contract.
- 11.2. Accordingly, no waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 10 (notices).

- 11.3. A waiver of any Default is not a waiver of any subsequent Default.
- 11.4. The rights and remedies provided by the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy is not to be deemed an election of such remedy to the exclusion of other remedies.

12. Termination Rights

- 12.1. The Purchaser may terminate the Contract by notice to the Service Provider with immediate effect if the Service Provider commits a Default and:
- 12.1.1. the Service Provider has not remedied the Default to the satisfaction of the Purchaser within 20 Working Days, or such other period as may be specified by the Purchaser, after issue of a notice specifying the Default and requesting it to be remedied;
- 12.1.2. the Default is not in the opinion of the Purchaser, capable of remedy; or
- 12.1.3. the Default is a material breach of the Contract.
- 12.2. Not used.
- 12.3. The Purchaser may terminate the Contract in the event that:
- (a) the Contract has been subject to substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) (modification of contracts during their term) of The Public Contracts (Scotland) Regulations 2015;
- (b) the Service Provider has, at the time of contract award, been in one of the situations referred to in regulation 58(1) (exclusion grounds) of The Public Contracts (Scotland) Regulations 2015, including as a result of the application of regulation 58(2) of those regulations, and should therefore have been excluded from the procurement procedure; or
- (c) the Contract should not have been awarded to the Service Provider in view of a serious infringement of the obligations under the Treaties and the Directive 2014/24/EU that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union.

In this Condition, 'the Treaties' has the meaning given in the European Communities Act 1972.

- 12.4. The Purchaser may also terminate the Contract in the event of a failure by the Service Provider to comply in the performance of the Services with legal obligations in the fields of environmental, social or employment law.
- 12.5. The Purchaser may also terminate the Contract where, at any time before the term of the Contract, the Service Provider or any person falling within the description set out in paragraph (2) of regulation 58 of The Public Contracts (Scotland) Regulations 2015 commits an offence referred to in paragraph (1) of that regulation.

13. Termination on Insolvency and Change of Control

- 13.1. The Service Provider shall notify in writing immediately, and the Purchaser may terminate the Contract with immediate effect by notice, where in respect of the Service Provider:
- 13.1.1. a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- 13.1.2. a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);

- 13.1.3. a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
 - 13.1.4. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
 - 13.1.5. an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
 - 13.1.6. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
 - 13.1.7. being a "small company" within the meaning of section 382 of the Companies Act 2006, a moratorium comes into force pursuant to schedule A1 to the Insolvency Act 1986;
 - 13.1.8. a debt relief order is entered into; or
 - 13.1.9. any event similar to those listed above occurs under the law of any other jurisdiction.
- 13.2. The Purchaser may terminate the Contract by notice with immediate effect within 6 months of:
- 13.2.1. being notified that a change of Control has occurred in accordance with clause 33.2 (Change of Control); or
 - 13.2.2. where no such notification has been given, the date that the Purchaser becomes aware of the change of control.
- 13.3. But the Purchaser may not terminate the Contract under clause 58.2 where approval of the change of control has been granted by notice by the Purchaser.

14. Exit Management

The Service Provider shall perform its relevant Exit Management obligations as part of the Contract whether applicable on either the expiry or early termination of this Contract.

- 59.1 The Service Provider agrees that if it breaches (or attempts or threatens to breach) its obligation to provide Exit Management, the Purchaser and their respective customers and stakeholders shall be irreparably harmed. In such circumstance, the Service Provider agrees that the Purchaser may proceed directly to court notwithstanding anything to the contrary in the dispute resolution procedure outlined in Clause 54 (Dispute Resolution). If a court of competent jurisdiction finds that the Service Provider has breached (or attempted or threatened to breach) any such obligation, the Service Provider agrees that without any additional findings of irreparable injury, or other conditions to interdict, the Service Provider shall not oppose the entry of an appropriate order compelling performance by the Service Provider and restraining the Service Provider from any further breaches or attempted or threatened breaches of its obligations in relation to Exit Management.
- 59.2 A draft of the Exit Plan shall be produced by the Service Provider and supplied to the Purchaser within three (3) months after the Commencement Date and shall include or address the matters specified in Clause 59.3. The Purchaser shall provide to the Service Provider the Purchaser's comments on the plan within one (1) month of the Purchaser's receipt of the plan. The Service Provider shall take into account the comments and suggestions of the Purchaser and shall issue the final version of the Exit Plan to the Purchaser within ten (10) Working Days of receipt of the Purchaser's comments.
- 59.3 The Service Provider shall throughout the period of the Contract review, maintain and continuously update the Exit Plan which shall include:
- 59.3.1 the activities required to enable the Purchaser to re-tender the Purchaser Requirements and/or the provision of the Services;

- 59.3.2 the activities necessary to support any Replacement Service Provider or the Purchaser in carrying out any necessary due diligence relating to all or part of the Services;
 - 59.3.3 details of the Exit Management to be provided by the Service Provider prior to the Exit Management Date;
 - 59.3.4 support for the Replacement Service Provider or the Purchaser during their preparation of any relevant plan for the transition of the System to the Replacement Service Provider or Purchaser, including prior to and during such transition period;
 - 59.3.5 the maintenance of a 'business as usual' environment for the Purchaser during the period when Exit Management obligations are applicable; and
 - 59.3.6 all other necessary activities to support the preparation for, and execution of, a smooth and orderly Exit Management and transfer of all or part of the Services to either a Replacement Service Provider or the Purchaser.
- 59.4 No amendment of the Exit Plan shall be made without prior written consent of the Purchaser.

15. Consequences of Expiry or Termination

- 15.1. Where the Purchaser terminates the Contract under clause 12 (Termination Rights) and makes other arrangements for the provision of services, the Service Provider indemnifies the Purchaser against all costs incurred in making those arrangements.
- 15.2. Where the Purchaser terminates the Contract under clause 5 (Break), the Purchaser indemnifies the Service Provider against any unavoidable losses directly resulting from the termination of the Contract (excluding loss of profit).
- 15.3. Any indemnity given by the Purchaser under clause 15.2 is subject to the Service Provider:
 - 15.3.1. taking all reasonable steps to mitigate its loss;
 - 15.3.2. taking all reasonable steps to recover its losses under any insurance policies held by it; and
 - 15.3.3. submitting a fully itemised and costed list of losses which it seeks to recover from the Purchaser together with supporting evidence.
- 15.4. Except as provided for in clauses 5 (General Indemnity), 15.1 and 15.2, no indemnity is given or special payment is to be made by either Party to the other Party on expiry or termination of the Contract.
- 15.5. On expiry or termination of the Contract the Service Provider must:
 - 15.5.1. immediately return to the Purchaser all Purchaser Property and Purchaser Protected Information in its possession; and
 - 15.5.2. destroy or delete any copies of Purchaser Protected Information (whether physical or electronic) in its possession.
- 15.6. The following provisions survive the expiry or termination of the Contract:
 - 15.6.1. clause 1 (Definitions and Interpretation);
 - 15.6.2. clause 13 (Recovery of Sums Due);
 - 15.6.3. clause 14 (Data Protection);
 - 15.6.4. clause 15 (Transparency and Freedom of Information);
 - 15.6.5. clause 16 (Purchaser Protected Information);
 - 15.6.6. clause 17 (Service Provider Sensitive Information);
 - 15.6.7. clause 18 (Audit);
 - 15.6.8. clause 19 (Publicity);

- 15.6.9. clause 23 (Offers of Employment);
- 15.6.10. clause 25 (Information about Service Provider Employees);
- 15.6.11. clause 26 (Staff transfer on expiry or termination);
- 15.6.12. clause 28 (Parties' pre-existing Intellectual Property Rights);
- 15.6.13. clause 29 (Specially Created Intellectual Property Rights);
- 15.6.14. clause 30 (Licences of Intellectual Property Rights);
- 15.6.15. clause 31 (Claims relating to Intellectual Property Rights);
- 15.6.16. clause 37 (Official Secrets Acts);
- 15.6.17. clause 40 (Service Provider's Equipment);
- 15.6.18. clause 41 (Purchaser Property);
- 15.6.19. clause 44 (Tax arrangements);
- 15.6.20. clause 47 (Sustainability);
- 15.6.21. clause 49 (Warranties and Representations);
- 15.6.22. clause 50 (Indemnity);
- 15.6.23. clause 51 (Limitation of Liability);
- 15.6.24. clause 52 (Insurances);
- 15.6.25. clause 54 (Dispute Resolution);
- 15.6.26. clause 56 (Waiver and Cumulative Remedies);
- 15.6.27. this clause 60; and
- 15.6.28. clause 17 (Governing Law and Jurisdiction).

15.7. Not used.

15.8. Immediately upon termination of the Contract for any reason whatsoever the Service Provider shall render such reasonable assistance to the Purchaser or third party nominated by the Purchaser, if requested, as may be necessary to effect an orderly assumption by a Replacement Service Provider of the Services previously performed by the Service Provider under the Contract. The Service Provider shall be entitled to charge for such termination services in accordance with staff day rates provided in the Pricing Schedule.

16. Entire Agreement

16.1. The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with herein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause does not exclude liability in respect of any misrepresentation (whether in the ESPD or Tender or otherwise).

16.2. In the event of, and only to the extent of, any conflict between the clauses of the Contract, the Schedules and any document referred to in the Contract, the following order of precedence applies:

16.2.1. the clauses of the Contract;

16.2.2. the Schedules; and

16.2.3. any other document referred to in the Contract.

17. Governing Law and Jurisdiction

The Contract is governed by and interpreted in accordance with Scots law and, subject to clause 9 (Dispute Resolution), the Parties submit to the exclusive jurisdiction of the Scottish courts.

IN WITNESS WHEREOF these presents typewritten on this and the «F71: number of pages before this page» preceding pages together with the «F20: number of Schedules» Schedules annexed are executed as follows:

SIGNED for and on behalf of the Scottish Ministers

SIGNED for and on behalf of «F3: Service Provider name...»

At.....

At.....

On.....

On.....

Signature.....

Signature.....

Full name

Full name.....

Position

Position.....

Address.....

Address.....

In the presence of

In the presence of

Signature.....

Signature.....

Full name

Full name.....

Address.....

Address.....

This and the following [] pages comprise Schedule 1 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 1 – SPECIFICATION AND SERVICE LEVELS

Guidance notes: to be inserted here prior to contract formation.

This and the following [] pages comprise Schedule 2 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 2 - PRICING SCHEDULE

Guidance notes: to be inserted here prior to contract formation.

This page comprises Schedule 3 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 3 – ORDERING PROCEDURES

The requirement comprises an entire service, as described in the Specification, and no other Ordering Procedures (e.g. for individual services) are envisaged.

This and the following [] pages comprise Schedule 4 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 4 – MANAGEMENT ARRANGEMENTS

1. Purchaser's Contract Manager

- 1.1. [REDACTED], based at the Purchaser's Victoria Quay (Edinburgh) offices, is the Purchaser Contract Manager and will be the point of contact for the Service Provider and liaise with the Service Provider on all operational and contractual issues, including complaints and dispute resolution.

2. Dispute resolution

- 2.1. The Parties shall attempt to resolve any dispute between them arising out of, or in connection with, the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute as follows.
- 2.2. Any dispute will, in the first instance, be presented to the Contractor's contract manager and Purchaser Contract Manager for resolution.
- 2.3. If the Contractor's contract manager and Purchaser Contract Manager cannot agree on a resolution, then a separate meeting will be held between the senior management of the Service Provider and the Purchaser for resolution.
- 2.4. If the dispute cannot be resolved by the Parties pursuant to this paragraph, the Parties shall refer it to arbitration pursuant to the procedure in terms of clause 37 (Dispute Resolution) of the Contract.
- 2.5. The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to arbitration in terms of clause 37 (Dispute Resolution) of the Contract and the Service Providers shall comply fully with the requirements of the Contract at all times.

3. Data handling

- 3.1. All data and reports which are supplied electronically will be supplied in a format which is compatible with the software utilised by the Purchaser. The Service Provider must ensure all electronic files to be submitted to the Purchaser are free of viruses. The Service Provider must provide data and reports to the Purchaser in an editable electronic format, on request.

4. Meetings

- 4.1. Monthly contract meetings will usually be held at the Scottish Government's offices at Edinburgh. However, occasions may arise where meetings will be held at the Service Provider's offices. Any change to the location of a meeting will be communicated by the Purchaser with as much notice as reasonably practicable.
- 4.2. The meetings will cover, amongst other topics, the most recently submitted Performance Report. The Purchaser reserves the right to alter the agenda of any meeting but will endeavour to give attendees as much notice as reasonably practicable.
- 4.3. The Purchaser will determine who must attend from the Service Provider's Key Personnel.
- 4.4. All costs incurred by the Service Provider in attending such meetings will be the responsibility of the Service Provider.

5. Quality assurance

- 5.1. The Service Provider must comply with any relevant legislation, rules or regulations as in force at the time in the delivery of the service.

6. Continuous service improvement

- 6.1. Both Parties acknowledge the need for continuous improvement over the duration of this Contract.
- 6.2. The Service Provider must put in place appropriate policies, processes, tools, methodologies and/or resources to continuously improve the service throughout the duration of the Contract and provide improved value for money.
- 6.3. During the period of the Contract, the Service Provider shall be required to make proposals to the Purchaser which will:
 - a) improve the Services;
 - b) improve technology or methodology used in connection with the Services; and
 - c) reduce costs, including, where appropriate, consequent reductions in prices charged to the Purchaser.
- 6.4. The Service Provider must put in place a process to capture, assess, report and make recommendations to the Purchaser on initiatives and proposals for continuous improvement in the provision of the services.
- 6.5. Examples of sources of initiatives may include, but are not restricted to:
 - a) Service Level reporting;
 - b) project lessons learned;
 - c) technology developments and new skills in the sector;
 - d) governance;
 - e) benchmarking; and
 - f) internal audit.

7. Invoicing

- 7.1. The Service Provider must maintain records of all invoices submitted by any subcontractors and make these available on request to the Purchaser, or their representatives, for audit purposes.
- 7.2. The Service Provider must put in place arrangements for secure electronic transfer of invoices to the Purchaser (such as a secure web portal) in compliance with the reasonable requirements of the Purchaser.
- 7.3. The Service Provider must ensure that invoices are validated prior to submission to the Purchaser, meaning that the data fields on the invoices are compliant with reasonable requirements of the Purchaser. For example, that dates are expressed in a particular format.
- 7.4. The Service Provider must put in place arrangements for ensuring that invoices are compliant with the Contract prior to submission.

This page comprises Schedule 5 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 5 – KEY INDIVIDUALS

1. e.g. Joe Bloggs, Contract Manager
2. e.g. Jane Doe, Software Specialist

This page comprises Schedule 6 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 6 – APPROVED SUB-CONTRACTORS

approved Sub-Service Provider(s)	Relevant obligations
1. e.g. Subco Limited (SC123456)	e.g. high risk consultancy services
2.	

This page comprises Schedule 7 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 7 – TRANSPARENCY REPORTS AND SERVICE PROVIDER SENSITIVE INFORMATION

Part 1- Transparency Reports

The Purchaser will routinely publish information in relation to the Contract. This information will be released in Transparency Reports. An example of the type and frequency of the information is as follows:

TRANSPARENCY REPORTS (to be completed by the Purchaser within 3 months of Contract Award)

TITLE	CONTENT	FORMAT	FREQUENCY
<i>(Performance)</i>			
<i>(Charges)</i>			
<i>(Major subcontractors)</i>			
<i>(Technical)</i>			
<i>(Performance management)</i>			

Part 2

SERVICE PROVIDER SENSITIVE INFORMATION

Type of information specified as Service Provider Sensitive Information	Reason why information is sensitive	Duration of sensitivity

This and the following [] pages comprise Schedule 8 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 8 – PARENT COMPANY GUARANTEE

1. We [here insert the full name of the parent company], a company incorporated under the Companies Acts (Company number []) and having our Registered Office at [] refer to the Contract dated [] and [] between the Scottish Ministers and [insert name of contractor], a company incorporated under the Companies Acts (Company number []) and having its Registered Office at [] (“the Company”) of which we are the ultimate holding company, for the provision [specify nature of the services] (“the Contract”) and in security of the Company's obligations thereunder guarantee the same in the following manner:-

1.1 We guarantee that the Company shall perform all its obligations contained in the Contract.

1.2 If the Company shall in any respect fail to perform its obligations under the Contract or shall commit any breach thereof, we undertake, forthwith on first demand by the Scottish Ministers, to perform or to take whatever steps may be necessary to achieve performance of said obligations under the Contract and shall indemnify and keep indemnified the Scottish Ministers against any loss, damages, claims, costs and expenses which may be incurred by them by reason of any such failure or breach on the part of the Company.

1.3 Our guarantee and undertakings hereunder shall be unconditional and irrevocable, and without prejudice to the foregoing generality we shall not be released or discharged from our liability hereunder by:

1.3.1 any waiver or forbearance by the Scottish Ministers of or in respect of any of the Company's obligations under the Contract whether as to payment, time, performance or otherwise howsoever, or by any failure by the Scottish Ministers to enforce the Contract or this instrument, or

1.3.2 any alteration to, addition to or deletion from the Contract or the scope of the work to be performed under the Contract, or

1.3.3 any change in the relationship between ourselves and the Company; or

1.3.4 the bankruptcy, insolvency, liquidation, amalgamation, reconstruction, reorganisation, administrative or other receivership or dissolution of the Company, and any equivalent or analogous proceeding by whatever name known and in whatever jurisdiction,

and our guarantee and undertakings shall continue in force until all the Company's obligations under the Contract and all our obligations hereunder have been duly performed.

2. This Guarantee shall be construed and take effect in accordance with Scots Law.

3. Our obligations under this Guarantee may be enforced by the Scottish Ministers at their discretion without first having taken any steps or proceedings against the Company or any other person.

4. We shall, on demand by the Scottish Ministers, execute such documents or take such action as the Scottish Ministers may require, for protecting the Scottish Ministers rights under this Guarantee.

5. If at any time any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the other provisions of this Guarantee shall not be affected or impaired.

6. No single or partial exercise by the Scottish Ministers of any right, power or remedy provided by law or under this Guarantee shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

7. The rights, powers and remedies provided in this Guarantee are cumulative with, and not exclusive of, any rights, powers and remedies provided by law.
8. All notices and other communications required or permitted to be given in terms of this Contract, or any proceedings relating to it, shall be in writing and will be sufficiently served:
 - 8.2 if delivered by hand; or
 - 8.2 if sent by fax; or
 - 8.3 if sent by prepaid recorded or special delivery post; or
 - 8.4 if sent by email

to the address specified below or to such other address as is from time to time notified to the other party in accordance with the provisions of this Clause 8:

Scottish Ministers:

[to be completed]

[Guarantor]

[to be completed]

9. Any such notice or communication shall be deemed to have been served,
 - 9.1 if delivered by hand, on the date of delivery;
 - 9.2 if sent by fax, 4 working hours after the time at which the fax was sent;
 - 9.3 if sent by pre-paid recorded or special delivery post, on the date of delivery; or
 - 9.4 if sent by electronic mail, 4 working hours after the time at which the email was sent,
 - 9.5 provided that, if in accordance with the above provisions, any such notice or communication is delivered or received outside working hours on any working day, such notice or communications shall be deemed to have been served at the start of the working hour on the next working day thereafter.
 - 9.6 For the purposes of this Clause 9:

‘working day’ means a day other than a Saturday, Sunday or bank holiday in Scotland, within the meaning of the Banking and Financial Dealings Act 1971; and

‘working hour’ means an hour between 0900 hours and 1700 hours on a working day.

10. Each person giving a notice or making a communication hereunder by fax or email shall promptly confirm such notice or communication by post to the person to whom such notice or communication was addressed but the absence of any such confirmation shall not affect the validity of any such notice or communication or time upon which it is deemed to have been served: IN WITNESS WHEREOF these presents typewritten on this and the [2] preceding pages are executed as follows:

SIGNED for and on behalf of [DN: insert name of the Company]

At.....

On.....

Signature.....

Full name

Position

Address.....

.....

In the presence of

Signature.....

Full name

Address.....

.....

This page comprises Schedule 9 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 9 – DATA PROTECTION

Data Processing provision as required by Article 28(3) GDPR.

This Part includes certain details of the Processing of Personal Data in connection with the Services:

16. Subject matter and duration of the Processing of Personal Data

17. The subject matter and duration of the Processing of Personal Data are set out in the Contract.
18.

19. The nature and purpose of the Processing of Personal Data

Personal data will be collected, through questions in the survey, to allow for sub-group/equality analysis.

20. The types of Personal Data to be Processed
21.

The main type of personal data collected is addresses and postcodes for sampling purposes. Some questions on the survey may be on personal information and will be asked to allow for subgroup/equality analysis.

22. The categories of Data Subject to whom Personal Data relates

Standard personal data will be collected. It is not anticipated that special category personal data will be collected as part of this project.

23.

24. The obligations and rights of the Purchaser

The obligations and rights of the Purchaser as the Data Controller are set out in Clause 14 of the Contract.

SCHEDULE 10 – EXIT MANAGEMENT

1. THE EXIT PERIOD

- 1.1. The Exit Period is the period beginning on the Exit Management Date and ending 3 months thereafter.
- 1.2. The Service Provider must guarantee that any sub-contractor engaged by the Service Provider to perform any part of the service complies with this requirement. If a sub-contractor fails to comply with this requirement, the Service Provider will as soon as possible arrange for the performance of the relevant service at the Service Provider's cost.

2. MAINTENANCE OF SERVICE DURING THE EXIT PERIOD

- 2.1. The Service Provider must provide sufficient resource to manage the Contract and fulfil all its duties without any deterioration in service during the Exit Period.
- 2.2. The Service Provider must, if so required, continue to provide management of the Contract, or any part of it to ensure all outstanding liabilities of the Service Provider are fulfilled.

3. CONTINUITY OF SERVICE TO NEW PROVIDER

- 3.1. Should the Contract continue either totally, partially or in an amended format and another service provider be appointed to continue the provision of the Services under the Contract, the Service Provider will take appropriate action to ensure an efficient transition from the Service Provider to a replacement service provider. The Service Provider will take appropriate action to ensure that there is minimum disruption both to the provision of services under the Contract and to the Purchaser.
- 3.2. During the period of up to 12 months prior to the Exit Management Date, the Service Provider shall, if so required by the Purchaser, make available to the Purchaser, or any organisation appointed by the Purchaser to provide the service following Contract expiry or termination, information and assistance relating to the Contract including information and assistance relating to TUPE required by the Purchaser in order to assist with securing a replacement service provider.

4. RE-TENDERING OF SERVICES

- 4.1. The Service Provider recognises that any re-tendering exercise commenced by the Purchaser in respect of all or part of the Services at any time during the Contract term must be fair and open; and in order to facilitate a smooth, timely and orderly re-tendering the Service Provider shall (promptly and in the timescale set out by the Purchaser):
 - provide all reasonable assistance that the Purchaser may require in connection with any re-tendering process;
 - comply with the Purchaser's requests in connection with any re-tendering process, which may include requests for such assistance and information as specified

- not knowingly do or omit to do anything which may adversely affect the ability of the Purchaser to ensure an orderly re-tendering process.

5. DATA TRANSFER

- 5.1. Without prejudice to clause 18 (Audit) of the Contract, during the period of up to 6 months after the date of such expiry or termination if so required by the Purchaser, the Service Provider must make available to the Purchaser, or any organisation appointed by the Purchaser to provide the services for the Contract or any part of them, information and assistance and all relevant data collected in the execution of the Contract, both electronically and in hard copy, as directed by the Purchaser.

SCOTTISH SOCIAL ATTITUDES SURVEY 2019 – PRICING SCHEDULE

Price will be fixed for the delivery of this contract.

Tenderers must submit prices to deliver the 2019 survey and (if the contract is extended) the 2020 survey by completing this schedule. Prices should be quoted in Pounds Sterling (£) and be exclusive of any VAT which may be chargeable.

Fees, Costs and Expenses

Rates and prices shall be deemed **inclusive of all additional expenses howsoever incurred**. The total price must account for all deliverables detailed in the Specification of Requirements, and must cover liability for all costs including staff costs, attendance at meetings, equipment, travel and subsistence, overheads, and participation in any dissemination activity that is required to deliver your proposal. Charges which appear elsewhere in the proposal but which are not summarised in this Schedule, will be presumed to have been waived.

Commercial Evaluation

The commercial evaluation will be based on the whole life cost, i.e. the potential total of the fixed prices proposed for the delivery of the contract.

The tenderer who submits the lowest price will be awarded the full weighting available for that section (**30%**). Other tenderers will be awarded a price score based on the percentage difference between their offer and that of the lowest offer.

Table 1 – Provide a total overall Price

Description	Price (£)
Total Overall Price for the 2019 Survey (= the total in Table 2)	£
Total Overall Price for the 2020 Survey (= the total in Table 3)	£
Total Overall Price for the Whole Potential Contract (2019 & 2020)	£

Table 2 – Provide a total overall Price for the 2019 Survey, broken down by module.

Table 2 should be completed on the basis that the entire 2019 survey, as described in the specification, will form a single commission (with the possible exception of reporting). The breakdown of the price into individual modules is thus for information only. Two versions of each per-module price should be provided (either excluding or including reporting), such as to allow for the possibility of the individual reporting for each module to be at the option of the Authority.

	Description	Price (£) excluding reporting	Price (£) including reporting
1	<i>Core module (30 items)</i>		
	Module Price		
2	<i>Module on Violence against women and girls (40 items)</i>		
	Module Price		
3	<i>Part-module on intra-household distribution of resources (10-12 items)</i>		
	Price		
4	<i>Questions on Tax and redistribution (2 items)</i>		
	Price		
5	<i>Questions on Poverty / universal services / social security (8 items)</i>		
	Price		
	Total Overall Price for the 2019 Survey (Price including reporting to be carried forward into Table 1)	£	£

Table 3 – Provide a total overall Price for a 2020 Survey, broken down by module.

Table 3 should be completed on the basis that a 2020 survey, on similar lines to that of the 2019 survey, will be commissioned. The table facilitates a number of different scenarios.

	Description	Price (£) excluding reporting	Price (£) including reporting
1	<i>Module (30 items)</i>		
	Module Price		
2	<i>Module (40 items)</i>		
	Module Price		
3	<i>Half-module (up to 20 items)</i>		
	Half-Module Price		
	Total Overall Price for a 2020 Survey consisting of a 30 item module, a 40-item module and a half-module (of up to 20 items) (to be carried forward into Table 1)	£	£

It is unclear at this stage the demand that Scottish Government will have for the 2020 survey. It may be lower or higher than this. However, costs provided will be inform the basis of a contract price for a potential 2020 extension.

Potential tenders should clearly state the minimum threshold required to minimise the risk of the survey not running for reasons of financially viability.

Table 4 – Breakdown of 2019 Survey Price, by staff cost. (for Information only).

Tenderers are also required to supply a day rate for all personnel used in the delivery of this contract.

Role	Day Rate	Task	Number of Days	Total
Total Overall Price for the 2019 Survey (= the total in Table 2)				£



Scottish Government
Riaghaltas na h-Alba
gov.scot

Specification of Requirements

for the provision of

Scottish Social Attitudes Survey 2019 (and potentially 2020)

**SOCIAL RESEARCH
SCOTTISH GOVERNMENT**

February 2019

Schedule 1

THE SCOTTISH SOCIAL ATTITUDES SURVEY 2019: SPECIFICATION OF REQUIREMENTS

1. Introduction

1.1 The Scottish Government has an ongoing requirement for high level, robust quantitative data on social attitudes in Scotland, including on how the public in Scotland view government, public services and policy issues.

1.2 The Scottish Government wishes to commission a 2019 social attitudes survey vehicle (the “2019 Survey”) which will generate robust data, including time series data used in the long-running Scottish Social Attitudes Survey (the “Survey”).

1.3 It is anticipated that the contract will run for approximately 11 months commencing in spring 2019, with the appointed service provider (the “Contractor”) undertaking fieldwork between June 2019 and January 2020.

1.4 The Scottish Government may decide to also commission a 2020 survey. In the event that such a decision is taken, the contract may be extended by a further 12 months..

2. Background and context

2.1 The requirement for high level, robust quantitative data on social attitudes was met between 2004 and 2017 by the Scottish Social Attitudes Survey, and in particular the ‘core module’ (with rest years for the core module in 2008, 2012 and 2014). The core module has also provided data on attitudes to the economy, standards of living and public services.

2.2 The Survey has also provided detailed attitudinal data on specific policy priority themes including positive action and discrimination, drugs and alcohol through the use of additional modules.

2.3 Reports from the Survey are available on the Scottish Government website. The report of the key findings of past modules are published and available online at: <https://www2.gov.scot/Topics/Research/by-topic/public-services-and-gvt/SocialAttitudesinScotland/SocialAttitudesReports>

2.4 The Scottish Government wishes to commission a 2019 social attitudes survey vehicle to generate robust data, including time series data on attitudes to government, public services and policy issues in Scotland. The 2019 Survey will include the core module as well as a module on violence against women and some additional questions on intra-household distribution of resources and attitudes towards tax.

2.5 This specification describes the requirements for the 2019 survey. It should be assumed that a 2020 survey would follow similar lines (with the same core module, a different but similarly-sized additional module, and perhaps some further questions).

3. Aims

3.1 The aim of the 2019 Survey is to produce robust quantitative data on attitudes in Scotland to government and other policy priority issues in 2019, including time series data that:

- Allows for the continued monitoring of trends over the established time series
- Can be disaggregated geographically and by population sub-groups
- Can be analysed to identify key themes and relationships.

4. Objectives/Research Questions and Scope

4.1 In order to meet this overarching aim, the Contract has the following objectives:

i) To **develop a sampling strategy and conduct fieldwork** so as to produce a nationally representative sample of Scottish adults aged 16 and over. Please note that 16 and 17 year olds were included in the Scottish Social Attitudes Survey sample for the first time in 2016. This change is not anticipated to have affected the time series. To date, the Survey has been undertaken using random probability sampling, based on a stratified, clustered sample, with an over-sampling in rural areas. Further information on the Survey sample design is set out in the technical report of the 2015 survey: <http://www.gov.scot/Publications/2016/03/6154>. If the postcode address file is the proposed sample frame, the Scottish Government can provide the required sample.

ii) To **develop and finalise a questionnaire** that includes a number of questions (to be agreed) on attitudes to government, public services and policy issues from the core module of previous editions of the Survey. The 2019 Survey will additionally include a number of other questions which are likely to be new questions to the Survey. **Any new questions require to be cognitively tested.** For reference, detailed information on past questions used and specific expectations for the content are set out in Annex A.

iii) To carry out the survey **fieldwork between June 2019 and January 2020.**

iv) To **administer a face-to-face survey, including the translation and interpretation of the survey questionnaire and interviews** into languages other than English, including sign language.

v) To **achieve a response rate of at least 50%.** The response rate for the Scottish Social Attitudes Survey since 1999 has varied between 46% and 65%.

vi) To **achieve a minimum sample of 1200.**

vii) To **weight the survey data to correct for sources of sample bias** such as differential selection and non-response. Information on the Scottish Social Attitudes Survey weighting approach is set out in the technical report of the 2015 survey: <http://www.gov.scot/Publications/2016/03/6154>

viii) To produce the **Deliverables listed at Section 6**

- 4.2 The 2019 survey will comprise the following modules / items:
- Core Module – (as asked in the 2017 Survey) – 30 item module
 - Module on violence against women and girls (as asked in the 2014 Survey) – 40 items.
 - Intra-household distribution of resources - (new content for the Survey, but questions to be taken from EU Statistics on Income and Living Conditions) – 10 to 12 item module
 - Poverty / universal services / social security – (some questions asked in the 2015 Survey) – 8 items
 - Tax and redistribution – (as asked in the Survey between 2004 and 2015) - 2 items

5. Contractor Requirements

5.1 The Contractor should ensure that they have sufficient capacity to deliver the work, taking account of any other fieldwork commitments they may have.

5.2 Any interviewers and translators/interpreters involved in interviews should have at least basic Disclosure Scotland clearance.

6. Outputs and Key Deliverables

6.1 The key deliverables (the “Deliverables”) for the project will be required in electronic format only and are listed below:

1. An **inception report** detailing the agreed full project plan with a minute of the inception meeting as an Appendix. The inception report, to be completed within two weeks of the inception meeting, should provide details on each stage of the research work (i.e. methodological approach, task allocation, corresponding timescales, reporting schedules, risk management, management arrangements and contingencies etc.).
2. A final version of the **questionnaire** used
3. A full, cleaned, non-disclosive and weighted **dataset** in a CSV file with codebook that will enable analysis and reporting by the Scottish Government. This should include:
 - Question data
 - Socio-demographic and geographical data
 - Case weighting variables

4. A **technical report** detailing the survey methodology and sample

Optional Requirement

The Scottish Government wishes to treat reporting (item 5 below) **as an optional requirement** within the contract.

5. Separate costs should be provided for providing a **full analysis report** (50 page report with exec summary and annex tables) for each of the confirmed modules / half modules listed in section 4. The full reports would require to be completed by 13 March 2020. During the Contract, the Scottish Government will advise the Contractor of the level of reporting required for each separate module.

6.2 In addition to these Deliverables, a number of interim outputs will be required during the period of the contract. They will include:

6. **Data collection tools**, which must be approved by the Scottish Government prior to data collection (including information sheets and consent forms for all participants)
7. An agreed **sampling strategy**, which must be approved by the Scottish Government prior to data collection
8. Regular **updates** detailing the progress of the study: how the work is proceeding (particularly over the fieldwork period), any issues identified and next steps. These updates will be submitted at least fortnightly via email to the Scottish Government's contract manager, with more frequent updates as and when required.

6.3 Research Deliverables will be published on the Scottish Government's website.

6.4 The Contractor will send all Deliverables to the Scottish Government's Contract Manager. The Contractor will proof-read and quality-assure all Deliverables prior to final submission. This should include checking that the document is well laid-out, technically correct, grammatically correct and that appropriate language is used. Where errors are found in Deliverables, the Deliverable will be returned to the Contractor for correction and resubmission. In such cases, the Contractor may also be required to submit a revised timetable detailing how any resultant delay will be dealt with.

6.5 The research Deliverables, including draft outputs, will be expected to be of publishable standard (concise, in plain English and featuring high quality analysis and writing). They will communicate in a style that is easily understood by an intelligent lay person. Any output not achieving this standard will be returned for revision. Details of the required style are available on the following website: www.scotland.gov.uk/Topics/Research/Research/SR/CG. Support with examples and templates will be provided.

6.6 The Scottish Government reserves the right to withhold payment until it is completely satisfied that the Deliverables meet the aims and objectives of the project

and are of publishable standard. Hence, Deliverables may need to go through two or more iterations, following detailed discussions over content and presentation, and the Contractor should take this into account in their timetables and costings.

7. Ownership of outputs

7.1 The ownership of all Deliverables, and of any other reports, material or data produced as a result of the Contract, lies with the Scottish Ministers and all Intellectual Property Rights shall vest in the Crown absolutely.

7.2 The research will be published as part of the Scottish Government's Social Research Findings series and in line with the Scottish Government's [Publication Protocol](#). The date and format of publication will be determined by the Scottish Government.

7.3 The Contractor will treat all information provided by the Scottish Government in connection with this Contract as confidential, unless the Scottish Government advises the Contractor otherwise in writing. The Contractor will treat all reports and data produced as part of this Contract as confidential until published by the Scottish Government. The Contractor will keep the Scottish Government fully informed of any contact from the media in relation to the Contract.

8. Data Protection

8.1 The Contractor will ensure that their working methods, including the handling and storage of the personal information of members of the public, comply with all relevant data protection legislation, including the General Data Protection Regulation (GDPR).

8.2 As with most research contracts, the Scottish Government does not require the transfer of any personal data from the Contractor. In the case of quantitative data, the Scottish Government will usually expect to receive an anonymised final dataset, which may be published alongside the final outputs. The Contractor will destroy all personal data associated with the Contract either immediately following the end of the Contract, or after a period to be agreed on appointment and recorded in the data protection schedule.

9. Ethical Sensitivities

9.1 The 2019 Survey will be conducted face to face in people's homes. The Contractor will ensure that the research is introduced and conducted according to key good practice principles and that interviewers are vetted and trained appropriately.

9.2 The 2019 Survey could contain questions which are likely to be sensitive, either in the SG-funded module or in other modules of questions funded by other organisations. Contractors should have robust processes for inclusion of sensitive questions, including the testing of new questions which may be sensitive. The

Contractor's field force should be trained and able to handle questions in a sensitive manner.

10. Timetable and Milestones

10.1 A detailed research schedule will be agreed with the Contractor, which will form part of the contract. The indicative timetable is as follows:

- Contractor appointed By 30 April 2019
- Survey design April-June 2019
- Main fieldwork June 2019 - January 2020
- Delivery of cleaned data set By end February 2020

10.2 In the event of an extension into a second year, fieldwork and outputs for a 2020 Survey will be expected to follow a similar pattern to 2019.

11. Service Levels

11.1 The contractor will perform to the following Service Levels:

Service	Performance Measure	Service Level
Fieldwork		
Social survey interviews	Overall number of interviews	A minimum sample of 1200
Social Survey target response rate	Annual target national household response rate	Minimum of 50%
Fieldwork period	Length of fieldwork period	Fieldwork to be completed between June 2019 and January 2020
Other		
Complaints	Inform Purchaser of any complaints by respondents within 2 working days of the complaint being made, and respond to complaints within 5-10 working days.	100%
Script and Data Errors	The Service Provider will aim to have zero errors in the social survey questionnaire CAPI script, physical survey form and the data that is supplied to the Purchaser. If errors are identified in the Service Provider's CAPI script and subsequent data processing, the Service Provider will correct these within 5 working days. The Service Provider must inform the Purchaser's project	100%

	management team of any errors immediately.	
Outputs	If errors are identified in the data outputs provided to the Purchaser by the Service Provider, these should be rectified and revised datasets provided within 5 working days.	100%

11.2 The contractor will monitor its own performance against the above measures and Service Levels.

11.3 In each case where the Service Provider is unable to perform within the response time and/or to the required Service Level, the Service Provider will provide an explanation for the delay.

11.4 The Service Provider will keep records of all aspects of performance and monitoring activity, which may be subsequently subject to audit arrangements

12. Budget & Milestone Payments

12.1 For the 2019 Survey, a maximum budget of £255k (excl. VAT) is available for the required modules including full data sets and reporting.

12.2 The Contractor will invoice (and the Scottish Government will pay) as each of the following milestones are met.

- 10% on completion of an inception report (following inception meeting)
- 20% on completion of half of fieldwork targets
- 30% on completion of fieldwork
- 40% on completion of final report

The percentages will be calculated against the Total Overall Price (excluding reporting) for the relevant year's survey. The price of reporting that is commissioned will be included in the final invoice.

13. Contract Management

13.1 The contract will be managed, on behalf of the Scottish Government, by [REDACTED], in the Office of the Chief Researcher. She will be responsible for the day-to-day liaison with the Contractor and for agreeing final versions of all research tools and outputs (telephone: [REDACTED] and e-mail: [REDACTED]).

13.2 The Contractor will be responsible for the supervision and management of all aspects of the survey including management of interviewers.

13.3 The Contractor will:

- Attend an inception meeting following contract award

- Provide fortnightly email updates and progress reports during the fieldwork period, including number of interviews achieved and identifying any delivery concerns
- Proactively raise any issues or concerns as soon as they arise by email

14. Sustainability / Environmental / Corporate & Social Responsibility (CSR)

Sustainability

14.1 The Contractor should comply with the Scottish Ministers sustainable development strategy with respect to the delivery of this contract. The Contractor's policies and processes will support the Scottish Ministers Greener Scotland strategic objective including: a proactive approach to sustainable consumption and the efficient use of resources; consideration given to social and environmental consequences; policies which ensure that business activities have a direct positive impact on climate change and energy; and policies which encourage natural resource protection and environmental enhancement. Further details of the Scottish Ministers policies in this area can be found at the following links:

<http://www.scotland.gov.uk/Topics/sustainabledevelopment>
<http://www.gov.scot/Topics/Government/Procurement/policy/corporate-responsibility>

14.2 The Scottish Government is committed to sustainable procurement and to this end the Contractor is required to use ethically sourced products in the provision of the required products and services during the period of the contract.

Fair work practices

14.3 The Scottish Government is persuaded by evidence which shows that the delivery of high quality public services is critically dependent on a workforce that is well-motivated, well led and has appropriate opportunities for training and skills development. These factors are also important for workforce recruitment and retention, and thus continuity of service. SG itself has adopted workforce policies to meet these requirements. These policies include:

- a pay policy that includes a commitment to supporting the living wage for the duration of this parliament;
- fair employment practices;
- clear managerial responsibility to nurture talent and help individuals fulfil their potential;
- a strong commitment to Modern Apprenticeships and to the development of Scotland's
- young workforce;
- support for learning and development;
- no inappropriate use of zero hours contracts;
- no inappropriate use of "umbrella" companies
- flexible working;
- flexi-time; and
- career breaks.

In order to ensure the highest standards of service quality in this contract we expect contractors to take a similarly positive approach to workforce-related matters as part of a fair and equitable employment and reward package.

ANNEX A: Questionnaires

1. Core module questionnaire (2017)

Living standards and economy

Which of the phrases on this card would you say comes closest to your feelings about your household's income these days?

- 1 Living really comfortably on present income
- 2 Living comfortably on present income
- 3 Neither comfortable nor struggling on present income
- 4 Struggling on present income
- 5 Really struggling on present income
- 6 Other answer (WRITE IN)
- 8 (Don't know)
- 9 (Refusal)

Thinking back over the last 12 months, that is since month of interview (XXX), would you say that since then the *general standard of living* in Scotland has increased or fallen?

(Please choose an answer from the top half of this card).

- 1 Increased a lot
- 2 Increased a little
- 3 Stayed the same
- 4 Fallen a little
- 5 Fallen a lot
- 8 (Don't know)
- 9 (Refusal)

What do you think this has been mainly the result of?

Please choose an answer from the bottom half of the card.

- 1 Mainly the result of the UK government's policies at Westminster
- 2 Mainly the result of the Scottish Government's policies
- 3 For some other reason
- 4 (Both Westminster and Scottish Government)
- 8 (Don't know)
- 9 (Refusal)

And what about **Scotland's economy**? Has it got stronger or weaker since (*month of interview*)?

(Please choose an answer from the top half of the card).

- 1 A lot stronger
- 2 A little stronger
- 3 Stayed the same
- 4 A little weaker
- 5 A lot weaker
- 8 (Don't know)
- 9 (Refusal)

What do you think this has been mainly the result of?

(Again, please choose an answer from the bottom half of the card).

- 1 Mainly the result of the UK government's policies at Westminster
- 2 Mainly the result of the Scottish Government's policies
- 3 For some other reason
- 4 (Both Westminster and Scottish Government)
- 8 (Don't know)
- 9 (Refusal)

Public services

All in all, how satisfied or dissatisfied would you say you are with the way in which the National Health Service runs nowadays?

(Choose a phrase from this card.)

- 1 Very satisfied
- 2 Quite satisfied
- 3 Neither satisfied nor dissatisfied
- 4 Quite dissatisfied
- 5 Very dissatisfied
- 8 (Don't know)
- 9 (Refusal)

Thinking back over the last twelve months, that is since (month of interview) 2015, would you say that since then the **standard of the health service** in Scotland has increased or fallen? Please choose an answer from the top half of this card.

- 1 Increased a lot
- 2 Increased a little
- 3 Stayed the same

- 4 Fallen a little
- 5 Fallen a lot
- 8 (Don't know)
- 9 (Refusal)

What do you think this has been mainly the result of? Please choose an answer from the bottom half of the card.

- 1 Mainly the result of the UK government's policies at Westminster
- 2 Mainly the result of the Scottish Government's policies
- 3 For some other reason
- 4 (Both Westminster and Scottish Government)
- 8 (Don't know)
- 9 (Refusal)

Perceptions of the government

Here is a list of things the Scottish Government could try and achieve. Which do **you** think should be its highest priority, that is the **most important** thing it should try and do? Please read through the whole list before deciding.

- 1 Improve standards of education
- 2 Improve housing
- 3 Help the economy to grow faster
- 4 Improve people's health
- 5 Cut crime
- 6 Improve the environment
- 7 Improve public transport
- 8 Other (WRITE IN)
- 98 (Don't know)
- 99 (Refusal)

In general how good would you say the **Scottish Government** is at listening to people's views before it takes decisions

- 1 very good,
- 2 quite good,
- 3 not very good,
- 4 or, not at all good?
- 8 (Don't know)
- 9 (Refusal)

And how good would you say the **UK government** is at listening to people's views before it takes decisions

- 1 ...very good,
- 2 quite good,
- 3 not very good,
- 4 or, not at all good?
- 8 (Don't know)
- 9 (Refusal)

And how good would you say your **Local Council** is at listening to people's views before it takes decisions

- 1 ...very good,
- 2 quite good,
- 3 not very good,
- 4 or, not at all good?
- 8 (Don't know)
- 9 (Refusal)

How much do you trust the **UK government** to work in Scotland's best long-term interest? Please take your answer from this card.

- 1 Just about always
- 2 Most of the time
- 3 Only some of the time
- 4 Almost never
- 8 (Don't know)
- 9 (Refusal)

Still using the card, how much do you trust the **Scottish Government** to work in Scotland's best interests?

- 1 Just about always
- 2 Most of the time
- 3 Only some of the time
- 4 Almost never
- 8 (Don't know)
- 9 (Refusal)

How much do you trust the **UK government** to make fair decisions? By fair decisions I mean decisions that are fair to different groups of people in the UK.

(Please take your answer from this card).

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 Not at all
- 8 (Don't know)
- 9 (Refusal)

And still using the card, how much do you trust the **Scottish Government** to make fair

decisions? (By fair decisions I mean decisions that are fair to different groups of people in Scotland)

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 Not at all
- 8 (Don't know)
- 9 (Refusal)

How much do you trust your **Local Council** to make fair decisions? By fair decisions I mean decisions that are fair to different groups of people in the UK.

(Please take your answer from this card).

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 Not at all
- 8 (Don't know)
- 9 (Refusal)

Which of the following do you think **has** most influence over the way Scotland is run

...READ OUT ...

- 1 ...the Scottish Government,
- 2 the UK government at Westminster,
- 3 local councils in Scotland,
- 4 or, the European Union?
- 8 (Don't know)
- 9 (Refusal)

And which do you think **ought** to have most influence over the way Scotland is run

...READ OUT...

- 1 ...the Scottish Government,
- 2 the UK government at Westminster,
- 3 local councils in Scotland,
- 4 or, the European Union?
- 8 (Don't know)
- 9 (Refusal)

From what you have seen and heard so far, do you think that having a Scottish Parliament is giving Scotland

...READ OUT...

- 1 ... a stronger voice in the United Kingdom,
- 2 a weaker voice in the United Kingdom,
- 3 or, is it making no difference?
- 8 (Don't know)
- 9 (Refusal)

(From what you have seen and heard so far,) do you think that having a Scottish Parliament is giving ordinary people

...READ OUT...

- 1 ... more say in how Scotland is governed,
- 2 less say,
- 3 or, is it making no difference?
- 8 (Don't know)
- 9 (Refusal)

Voting

Now some statements about voting in elections. Some people say that it's very important to vote in elections while some people say it is not important at all.

Please tick the box that comes closest to your view.

How important do you think it is to vote in Scottish Parliament elections?

- 1 Very important
- 2 Fairly important
- 3 Not very important
- 4 Not important at all
- 8 (Don't know)
- 9 (Refusal)

How important do you think it is to vote in elections to the UK House of Commons?

- 1 Very important
- 2 Fairly important
- 3 Not very important
- 4 Not important at all
- 8 (Don't know)
- 9 (Refusal)

How important do you think it is to vote in local council elections?

- 1 Very important
- 2 Fairly important
- 3 Not very important
- 4 Not important at all
- 8 (Don't know)
- 9 (Refusal)

Data security

The next few questions are about your views on how public service organisations (such as GP surgeries, hospitals, or the police) and private companies (such as supermarkets, online retailers, or banks) use your personal data.

By 'personal data' we mean information such as your name, address, and health or credit records.

How much do you trust public service organisations to use your personal data only for acceptable purposes?

- 1 A great deal
- 2 Quite a lot
- 3 Somewhat
- 4 Not very much
- 5 Not at all
- 8 (Don't know)
- 9 (Refusal)

And how much do you trust private companies to use your personal data only for acceptable purposes?

(IF ASKED: 'Private companies' include supermarkets, online retailers, and banks)

(IF ASKED: By 'personal data' we mean information such as your name, address, and health or credit records)

- 1 A great deal
- 2 Quite a lot
- 3 Somewhat
- 4 Not very much
- 5 Not at all
- 8 (Don't know)
- 9 (Refusal)

Young people

How much say, if any, should 11 to 15 year olds in Scotland have in decisions that affect their lives?

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

How much say, if any, should 16 to 18 year olds in Scotland have in decisions that affect their lives?

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

How much say, if any, should secondary school pupils have in how their school is run?

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

Would you say that young people aged 11-18 in Scotland today have more or less opportunity to get on in life than young people 20 years ago, or is it about the same?

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

2. Violence against women (from 2014)

1. Sexual violence

Now thinking of a different situation...
Imagine a married couple have just been at a party. When they go home the man kisses his wife and tries to have sex with her. She pushes him away but he has sexual intercourse with her anyway.

Please choose the number which best describes what you think about the **man's** behaviour.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

What harm, if any, do you think this does to **her**?

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

Still thinking of the situation where the man tried to have sex with his wife, she pushed him away but he had sexual intercourse with her anyway.

What if, first of all, **she** had taken him into their bedroom and started kissing him?

Please choose the number which best describes what you think about the **man's** behaviour.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

Still thinking of this situation, where the woman had taken her husband into their bedroom and started kissing him.

Please choose the number which best describes what you think about the **woman's** behaviour.

- 1 1 - Not wrong at all
- 2 2

- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

On the scale below 1 means 'not wrong at all', 7 means 'very seriously wrong' and 2 to 6 mean something in between.

Imagine a man and a woman who have just met at a party. They get on well. They go back to the woman's flat and when they get there he kisses her and tries to have sex with her. She pushes him away but he has sexual intercourse with her anyway.

Please choose the number which best describes what you think about the **man's** behaviour.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

What harm, if any, do you think this does to **her**?

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

Still thinking of the situation where the man tried to have sex with the woman he met at a party, she pushed him away but he had sexual intercourse with her anyway.

What if, first of all, **she** had taken him into her bedroom and started kissing him?

Please choose the number which best describes what you think about the **man's** behaviour.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)

9 (Refusal)

Still thinking of this situation, where the woman took the man into her bedroom and started kissing him.

Please choose the number which best describes what you think about the **woman's** behaviour.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

ASK ALL

How much, if at all, is a woman to blame if she wears very revealing clothing on a night out and then gets raped?

Please choose a number from the scale below.

- 1 1 - Not at all to blame
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 – Entirely to blame
- 8 (Don't know)
- 9 (Refusal)

How much, if at all, is a woman to blame if she is very drunk and gets raped?

Please choose a number from the scale below.

- 1 1 - Not at all to blame
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 – Entirely to blame
- 8 (Don't know)
- 9 (Refusal)

Please choose an answer to the following statements to show how much you agree or disagree with them.

Women often lie about being raped.

- 1 Agree strongly
- 2 Agree
- 3 Neither agree nor disagree
- 4 Disagree
- 5 Disagree strongly
- 8 (Don't know)
- 9 (Refusal)

Rape results from men being unable to control their need for sex.

- 1 Agree strongly
- 2 Agree
- 3 Neither agree nor disagree
- 4 Disagree
- 5 Disagree strongly
- 8 (Don't know)
- 9 (Refusal)

2. Domestic abuse

This section is about different situations that can happen in relationships.

Please read the following descriptions of relationships and, using the scale provided, choose one number to show what you think about the behaviour of the people in the situations described.

- 1 Press 1 and <Enter> to continue.
- 8 (Don't know)
- 9 (Refusal)

Thinking about the same couple where the man sometimes puts down his wife and criticises her. Imagine that one day he also gets angry and ends up slapping her in the face.

Please choose the number which best describes what you think about the **man's** behaviour.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

Still thinking about the man slapping the woman in the face. What harm, if any, do you think this does to **her**?

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

What if he immediately told her how sorry he is for slapping her, do you think she should forgive **him**?

- 1 Yes, definitely
- 2 Yes, probably
- 3 No, probably not

- 4 No, definitely not
- 8 (Don't know)
- 9 (Refusal)

On the scale below 1 means 'not wrong at all', 7 means 'very seriously wrong' and 2 to 6 mean something in between.

Imagine a married couple who both work. When the woman has a stressful day at work, she often takes it out on her husband by putting him down and criticising him. Please choose the number which best describes what you think about the **woman's** behaviour?

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

Still thinking about the man whose wife sometimes puts him down and criticises him. What harm, if any, do you think this does to **him**?

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

Thinking about the same couple where the woman sometimes puts down her husband and criticises him. Imagine that one day she also gets angry and ends up slapping him in the face.

Please choose the number which best describes what you think about the **woman's** behaviour.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

Still thinking about the woman slapping the man in the face. What harm, if any, do you think this does to **him**?

- 1 A great deal
- 2 Quite a lot

- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

What if she immediately told him how sorry she is for slapping him, do you think he should forgive **her**?

- 1 Yes, definitely
- 2 Yes, probably
- 3 No, probably not
- 4 No, definitely not
- 8 (Don't know)
- 9 (Refusal)

On the scale below 1 means 'not wrong at all', 7 means 'very seriously wrong' and 2 to 6 mean something in between.

Imagine a married couple who have been together for a while. One evening the man's wife tells him she has been having an affair. He has never hit her before, but he responds to this news by slapping her in the face.

Please choose the number which best describes what you think about the **man's** behaviour.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

Still thinking about the man slapping the woman in the face after he has found out she has had an affair. What harm, if any, do you think this does to **her**?

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

What if he immediately told her how sorry he is for slapping her, do you think she should forgive **him**?

- 1 Yes, definitely
- 2 Yes, probably
- 3 No, probably not
- 4 No, definitely not
- 8 (Don't know)
- 9 (Refusal)

On the scale below 1 means 'not wrong at all', 7 means 'very seriously wrong' and 2 to 6 mean something in between.

Imagine a married woman who wants to go out with her friends for a meal in the evening.

When she tells her husband about it, he gets very annoyed. He tells her that he doesn't want her going out without him.

Please choose the number which best describes what you think about the **man's** behaviour.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

Still thinking about the man telling his wife he doesn't want her going out without him. What harm, if any, do you think this does to **her**?

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

On the scale below 1 means 'not wrong at all', 7 means 'very seriously wrong' and 2 to 6 mean something in between.

Imagine a married man who wants to go out with his friends for a meal in the evening.

When he tells his wife about it, she gets very annoyed. She tells him that she doesn't want him going out without her.

Please choose the number which best describes what you think about the **woman's** behaviour.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

Still thinking about the woman telling her husband she doesn't want him going out without her. What harm, if any, do you think this does to **him**?

- 1 A great deal
- 2 Quite a lot

- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

Thinking about a different couple...

Now imagine a married couple who both work full time and earn similar salaries. The man insists on looking at his wife's bank statements every month, but he does not let her see his own.

Please choose the number which best describes what you think about the **man's** behaviour.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

Still thinking about the woman whose husband looks at her bank statements. What harm, if any, do you think this does to **her**?

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

Thinking about a different couple...

A woman is getting ready for a night out. When her husband sees she is dressed up more than usual, he tells her he doesn't like her going out looking like that and tells her to change.

Please choose the number which best describes what you think about the **man's** behaviour.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

What harm, if any, do you think this does to **her**?

- 1 A great deal

- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

Still thinking about the man who told his wife to change when he saw her dressed up more than usual for a night out.

Now imagine that the man had recently found out that his wife had been having an affair. Please choose the number that best describes what you think about the **man** telling his wife that she was not to go out dressed the way she was.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

On the scale below 1 means 'not wrong at all', 7 means 'very seriously wrong' and 2 to 6 mean something in between.

Imagine a married couple who both work. When the man has a stressful day at work, he often takes it out on his wife by putting her down and criticising her.

Please choose the number which best describes what you think about the **man's** behaviour.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

Still thinking about the woman whose husband sometimes puts her down and criticises her.

What harm, if any, do you think this does to **her**?

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

3. Sexual harassment

1. ASK ALL

Please read the following scenarios and, using the scale below, choose one number to show what you think about the behaviour of the people in the situations described.

On the scale below 1 means 'not wrong at all', 7 means 'very seriously wrong' and 2 to 6 mean something in between.

Imagine a woman who has always got on fine with her boss. Recently he has told her how pretty she is and has started touching her shoulder whenever he speaks to her.

Please choose the number which best describes what you think about **his** behaviour.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

Still thinking about the woman's boss who has told her she is pretty and has been touching her shoulder. What harm, if any, do you think this does to **her**?

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

Now thinking about a different situation...

Imagine a woman is walking down the street. She passes a group of men who start wolf-whistling and saying things like "hey sexy" to her.

Please choose the number which best describes what you think about the **men's** behaviour.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

Still thinking about the men wolf-whistling and saying things like "hey sexy" to a woman in the street. What harm, if any, do you think this does to **her**?

- 1 A great deal
- 2 Quite a lot

- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

Now thinking about a different situation...

Imagine a woman who broke up with her boyfriend a few months ago. He wants them to get back together, she does not.

He has been sending flowers and gifts to her work and home even though she has told him she doesn't want them.

Please choose the number which best describes what you think about the **man's** behaviour.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

What harm, if any, do you think this does to **her**?

- 1 A great deal
- 2 Quite a lot
- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

Thinking about a different man and woman...

Imagine a woman sent some naked photos of herself to her boyfriend. After they split up, he puts them on the internet without telling her, so that anyone could see them.

Please choose the number which best describes what you think about the **man's** behaviour.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Very seriously wrong
- 8 (Don't know)
- 9 (Refusal)

If the woman finds out that her boyfriend (after they split up) put naked photos of her on the internet, what harm, if any, do you think this does to **her**?

- 1 A great deal
- 2 Quite a lot

- 3 Some
- 4 Not very much
- 5 None at all
- 8 (Don't know)
- 9 (Refusal)

]

Do you think the **man's** behaviour - putting naked photos of his girlfriend (after they split up) on the internet without telling her - should or should not be against the law?

- 1 Definitely should be against the law
- 2 Probably should be against the law
- 3 Probably should **not** be against the law
- 4 Definitely should **not** be against the law
- 8 (Don't know)
- 9 (Refusal)

4. Commercial sexual exploitation

Please read the following statements and, using the scale below, choose one number to show what you think about each one.

On the scale below 1 means 'not wrong at all', 7 means 'always wrong' and 2 to 6 mean something in between.

How wrong do you **personally** think it is for an adult (18 or over) to read magazines that feature topless women, or is it not wrong at all?

Please choose a number from the scale below.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Always wrong
- 8 (Don't know)
- 9 (Refusal)

How wrong do you **personally** think it is for a group of men (18 or over) to go to a strip club to watch naked women, or is it not wrong at all?

Please choose a number from the scale below.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Always wrong
- 8 (Don't know)
- 9 (Refusal)

The following question is about pornography that shows people having sex – not just actors pretending to do so.

How wrong do you **personally** think it is for an adult (18 or over) to watch pornography at home, or is it not wrong at all?

Please choose a number from the scale below.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Always wrong
- 8 (Don't know)
- 9 (Refusal)

- 1 Definitely should be against the law
- 2 Probably should be against the law
- 3 Probably should **not** be against the law
- 4 Definitely should **not** be against the law
- 8 (Don't know)
- 9 (Refusal)

How wrong do you **personally** think it is for a man (18 or over) to pay for sex with a woman, or is it not wrong at all?

Please choose a number from the scale below.

- 1 1 - Not wrong at all
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7 - Always wrong
- 8 (Don't know)
- 9 (Refusal)

Please choose an answer to each of the following statements to show how much you agree or disagree with them.

You shouldn't try to stop teenage boys from watching pornography that shows people having sex (not just actors pretending to do so); it is just a normal part of growing up.

- 1 Agree strongly
- 2 Agree
- 3 Neither agree nor disagree
- 4 Disagree
- 5 Disagree strongly
- 8 (Don't know)
- 9 (Refusal)

Most women who become prostitutes (also known as sex workers) could easily choose a different job if they wanted to.

- 1 Agree strongly
- 2 Agree
- 3 Neither agree nor disagree
- 4 Disagree
- 5 Disagree strongly
- 8 (Don't know)
- 9 (Refusal)

Do you think it should or should not be against the law for someone to pay for sex.

3. Intra household distribution of resources (from 2014)

This half module will cover 10 to 12 questions based on the 2010 EU-SILC on intra-household sharing of resources. See link:

<https://ec.europa.eu/eurostat/documents/1012329/1012401/2010+Module+assessment.pdf>

4. Tax and redistribution

Two questions on:

- Attitudes to taxation and spending on health, education and social benefits.
- View on whether Government should redistribute income from better-off to less well-off.

Further information available on: http://www.bsa.natcen.ac.uk/media/39145/bsa34_role-of-govt_final.pdf

5. Poverty / Universal services / social security

Eight questions in total, with focus still to be decided. Questions will be based on those previously asked in other surveys. Background info available on the following links:

<https://www.gov.scot/publications/public-attitudes-poverty-inequality-welfare-scotland-britain/>

<https://www2.gov.scot/Resource/0052/00520733.pdf>