

Relevant extracts of correspondence between the Scottish Government and IOD PARC as part of the firm's work as consultancy support ahead of COP26 to develop a strategy for how the Scottish Government could reach its aims for the Under 2 Coalition and COP26. Extracts provided in chronological order where possible.

[Scoping study] Under2 Coalition - possible times for a catch up this week email trail

From: [REDACTED – PERSONAL DATA]@iodparc.com>

Sent: 02 August 2021 12:04

To: Howe G (Gerard) <Gerard.Howe@gov.scot>

Subject: [Scoping study] Under2 Coalition - possible times for a catch up this week

Hi Gerard

It was great catching up earlier today and no worries at all that it was brief. Am still catching up with a backlog of emails from leave and it's given me enough of a quick overview to get my mind thinking!

So if I understood correctly, the Scottish First Minister sees the opportunity of the upcoming COP in Glasgow (31 Oct – 12 Nov) as an opportunity to try and secure commitment from a larger number of states/regions in the current Under2 Coalition. You flagged that there are around 221 members but only around 20 have committed to the net zero target in legislation. You didn't mention this but am assuming as an initial first step she would want to make an announcement of this commitment, with heads of states/regions if present, at an event alongside the COP to demonstrate Scotland's commitment and global influence.

[redacted]

Given all this, you're currently looking for:

- A quick initial scoping study, to be completed by end of September
- That can build up the evidence base/make the case for the need for a more thoughtful political strategy for the coalition
- That can drive genuine change/commitment to the net zero target
- The scoping study would be a relatively small piece of work (under £50k), that forms the basis of a longer piece of work to develop the actual Political Strategy for the Scottish government, that ideally identifies some quick wins that can be maximized during the COP

If I've understood that all correctly then I'd be very happy to have another conversation later in the week. Thursday between 10-3 is looking clear or alternatively any time after 1 on Friday.

Let me know both on whether I have understood you correctly, and if any of these times work. Oh and please do say hi to [REDACTED – PERSONAL DATA] from me if you happen to catch up with him between now and then!

Speak soon.

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

Portfolio Lead

Principal Consultant

IOD PARC

Sheffield

S11 8FT

Telephone

Website www.iodparc.com

Mobile [REDACTED – PERSONAL DATA]

Email [REDACTED – PERSONAL DATA]@iodparc.com

From: [REDACTED – PERSONAL DATA]@gov.scot <[REDACTED – PERSONAL DATA]@gov.scot>

Sent: Tuesday, August 3, 2021 1:27:09 PM

To: [REDACTED – PERSONAL DATA]@iodparc.com>

Subject: RE: [Scoping study] Under2 Coalition - possible times for a catch up this week

[UNSCANNED]

Hi [REDACTED – PERSONAL DATA],

I'm getting in touch on Gerard's behalf to set up a meeting for you and him to speak.

Would next week be okay? He can do Wednesday at 16:00, Thursday at 9:00 and Friday at 13:00.

Would you require 30 or 45 mins?

Kind regards,

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA], COP26 & International Climate Change

Directorate for Energy and Climate Change

T: [REDACTED – PERSONAL DATA]

E: [REDACTED – PERSONAL DATA]@gov.scot

Scottish Government

Victoria Quay, 3-F South

Edinburgh

EH6 6QQ

From: [REDACTED – PERSONAL DATA]@iodparc.com>

Sent: 03 August 2021 21:16

To: [REDACTED – PERSONAL DATA]@gov.scot

Subject: Re: [Scoping study] Under2 Coalition - possible times for a catch up this week

[UNSCANNED]

Hi [REDACTED – PERSONAL DATA]

Thanks for following up. Yes next week works just as well. Either the Wednesday or Friday times you have suggested would work. Just send through a meeting invite for whichever suits Gerard better.

All the very best.

[REDACTED – PERSONAL DATA]

Get [Outlook for iOS](#)

[REDACTED – PERSONAL DATA]

Portfolio Lead

Principal Consultant

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Mobile [REDACTED – PERSONAL DATA]

Email [REDACTED – PERSONAL

DATA]@iodparc.com

From: [REDACTED – PERSONAL DATA]@iodparc.com>

Sent: 06 August 2021 10:23

To: [REDACTED – PERSONAL DATA]@gov.scot>

Subject: RE: [Scoping study] Under2 Coalition - possible times for a catch up this week

[UNSCANNED]

Hi [REDACTED – PERSONAL DATA]

Just checking you received this email okay?

We received the invitation to tender this morning and note the date of 20 August as the deadline which is doable. If Gerard did have time for a quick 30 min catch up next Wednesday at 1600 as

earlier offered that would be great. Wouldn't need more than 30 mins but just have a couple of clarifications that would be worth discussing before submitting a proposal.

All the very best.

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

Portfolio Lead

Principal Consultant

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S11 8FT

Telephone [REDACTED – PERSONAL DATA]

Website www.iodparc.com

Mobile [REDACTED – PERSONAL DATA]

Email c[REDACTED – PERSONAL DATA]@iodparc.com

From: [REDACTED – PERSONAL DATA]@gov.scot <[REDACTED – PERSONAL DATA]@gov.scot>

Sent: 06 August 2021 12:10

To: [REDACTED – PERSONAL DATA]@iodparc.com>

Subject: RE: [Scoping study] Under2 Coalition - possible times for a catch up this week

[UNSCANNED]

Hi [REDACTED – PERSONAL DATA],

Thanks for following up, and sorry I did miss your email!

That's it in the diary now.

Kind regards,

[REDACTED – PERSONAL DATA]

From: [REDACTED – PERSONAL DATA]@iodparc.com>

Sent: 06 August 2021 12:27

To: [REDACTED – PERSONAL DATA]@gov.scot>

Subject: RE: [Scoping study] Under2 Coalition - possible times for a catch up this week

[UNSCANNED]

No worries. Just seen it and have accepted the invite. To confirm I will also bring in my colleague [REDACTED – PERSONAL DATA] to the conversation but do let me know if Gerard isn't comfortable with this.

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

Portfolio Lead

Principal Consultant

IOD PARC

Sheffield

d S11

8FT

Telephone [REDACTED – PERSONAL DATA]

Website www.iodparc.com

Mobile [REDACTED – PERSONAL DATA]

Email [REDACTED – PERSONAL DATA]@iodparc.com

Contract Award Document Email Trail

From <[REDACTED – PERSONAL DATA]@gov.scot>
Sent: 25 August 2021 16:13
To: [REDACTED – PERSONAL DATA]@iodparc.com>
Subject: Contract Award Document

Hi [REDACTED – PERSONAL DATA],

Please find attached the contract award document, can this be signed and returned electronically please?

Kind regards,
[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA] Scottish Government Procurement Team | **Scottish Procurement and Property Directorate**

The Scottish Government, Victoria Quay, Edinburgh, EH6 6QQ
Tel: [REDACTED – PERSONAL DATA]
www.scotland.gov.uk/procurement

From: [REDACTED – PERSONAL DATA]@iodparc.com>
Sent: 26 August 2021 09:49
To: [REDACTED – PERSONAL DATA]@gov.scot>
Subject: RE: Contract Award Document

Hi [REDACTED – PERSONAL DATA],

Thank you for your email.

We are delighted that we have been selected to carry out this work. My colleague will sign and return the contract as soon as possible.

Kind Regards
[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]
Principal Business Development Officer
Business Support Team

IOD PARC
Omega Court,
362 Cemetery Road
Sheffield
S11 8FT

Telephone [REDACTED – PERSONAL DATA]
Website www.iodparc.com
Mobile [REDACTED – PERSONAL DATA]
Email [REDACTED – PERSONAL DATA]@iodparc.com

From: [REDACTED – PERSONAL DATA]@gov.scot
Sent: 27 August 2021 13:36
To: [REDACTED – PERSONAL DATA]@iodparc.com>
Subject: RE: Contract Award Document

Hi [REDACTED – PERSONAL DATA],

Will the signed contract be sent through shortly?

Kind regards,
[REDACTED – PERSONAL DATA]

From: [REDACTED – PERSONAL DATA]@iodparc.com>
Sent: 27 August 2021 15:15
To: <[REDACTED – PERSONAL DATA]@gov.scot>
Cc: [REDACTED – PERSONAL DATA]@iodparc.com>
Subject: RE: Contract Award Document

Dear [REDACTED – PERSONAL DATA],

Apologies for the delay.

Our contracts manager has confirmed that he will sign it over the weekend and it will be with you by Monday morning.

Is that ok?

Regards
[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]
Principal Business Development Officer
Business Support Team

IOD PARC
Omega Court,
362 Cemetery Road
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S11 8FT
Telephone [REDACTED – PERSONAL DATA]
Website www.iodparc.com
Mobile [REDACTED – PERSONAL DATA]
Email [REDACTED – PERSONAL DATA]@iodparc.com

From: [REDACTED – PERSONAL DATA]@gov.scot
Sent: 30 August 2021 10:51
To: [REDACTED – PERSONAL DATA]@iodparc.com>
Cc: [REDACTED – PERSONAL DATA]@iodparc.com>
Subject: RE: Contract Award Document

Hi [REDACTED – PERSONAL DATA],

Will the contract be sent through shortly?

Kind regards,
[REDACTED – PERSONAL DATA]

From: [REDACTED – PERSONAL DATA][@iodparc.com](mailto:[REDACTED – PERSONAL DATA]@iodparc.com)>
Sent: 30 August 2021 18:43
To: [REDACTED – PERSONAL DATA][@gov.scot](mailto:[REDACTED – PERSONAL DATA]@gov.scot)>; [REDACTED – PERSONAL DATA][@iodparc.com](mailto:[REDACTED – PERSONAL DATA]@iodparc.com)>
Cc: [REDACTED – PERSONAL DATA][@iodparc.com](mailto:[REDACTED – PERSONAL DATA]@iodparc.com)>
Subject: RE: Contract Award Document

Hi [REDACTED – PERSONAL DATA]

Please find attached the contract signed by IOD PARC.

Kind Regards

[REDACTED – PERSONAL DATA]
Company Secretary & Finance and Contract Manager
Business Support Team

IOD PARC
Omega Court
362 Cemetery Road
Sheffield
S11 8FT
Telephone [REDACTED – PERSONAL DATA]
Website www.iodparc.com
Mobile [REDACTED – PERSONAL DATA]
Email [\[REDACTED – PERSONAL DATA\]@iodparc.com](mailto:[REDACTED – PERSONAL DATA]@iodparc.com)

Under2 Consultancy Email Trail

From: [REDACTED – PERSONAL DATA][@gov.scot](mailto:[REDACTED – PERSONAL DATA]@gov.scot)>
Sent: 26 August 2021 15:42
To: [REDACTED – PERSONAL DATA][@iodparc.com](mailto:[REDACTED – PERSONAL DATA]@iodparc.com)>; [REDACTED – PERSONAL DATA][@gov.scot](mailto:[REDACTED – PERSONAL DATA]@gov.scot); Gerard.Howe[@gov.scot](mailto:Gerard.Howe@gov.scot)
Subject: Under 2 consultancy

Hi [REDACTED – PERSONAL DATA]

I am hoping you have heard the news, that the IOD Parc bid for the consultancy service has been successful in the recent tender. Congratulations.

I was wondering if we could arrange an inception meeting next week – and can offer the afternoon of 1 September after 1400 if that suits?

Best wishes

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA] Climate Change Division | Directorate for Energy and Climate Change

T: [REDACTED – PERSONAL DATA]

M: [REDACTED – PERSONAL DATA]

: @ScotGovClimate

From: [REDACTED – PERSONAL DATA]@iodparc.com

Sent: 26 August 2021 16:05

To: [REDACTED – PERSONAL DATA]@gov.scot [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@gov.scot; [REDACTED – PERSONAL DATA]@gov.scot

Subject: Under 2 consultancy

Hi [REDACTED – PERSONAL DATA],

[REDACTED – PERSONAL DATA] has asked me to respond to your message as she's on annual leave this week and has limited access to her email.

We are very glad that our bid was successful and we look forward to working with you. An inception meeting on the 1st of September, from 14:00 would be ideal for us. Is there a particular meeting platform you have a preference for using?

Best wishes,

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

Consultant

IOD PARC

4 Gayfield Place

Lane Edinburgh

EH1 3NZ

Telephone [REDACTED – PERSONAL DATA]

Website www.iodparc.com

Mobile [REDACTED – PERSONAL DATA]

Email [REDACTED – PERSONAL DATA]

Slides – evidence Email Trail

From[REDACTED – PERSONAL DATA]@gov.scot>

Sent: 01 September 2021 16:49

To: [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@gov.scot

Subject: FW: Slides - evidence

All

Great to speak earlier, as promised please see attached slides that show the story and evidence of cities and climate.

As this was not generated by the Scottish Government please treat in confidence.

Best wishes

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA] Climate Change Division | Directorate for Energy and Climate Change

T: [REDACTED – PERSONAL DATA]

M: [REDACTED – PERSONAL DATA]

: @ScotGovClimate

From: [REDACTED – PERSONAL DATA]@iodparc.com>

Sent: 02 September 2021 10:05

To: [REDACTED – PERSONAL DATA]@gov.scot>; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@gov.scot>

Subject: RE: Slides -evidence

Hi [REDACTED – PERSONAL DATA],

Great to meet you and [REDACTED – PERSONAL DATA] yesterday. Thanks for sharing this slide deck, this will be really helpful and we'll of course treat it in confidence.

Best,

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

Consultant

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4 Gayfield Place

Lane Edinburgh

EH1 3NZ

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Website www.iodparc.com

Mobile [REDACTED – PERSONAL DATA]

Email [REDACTED – PERSONAL DATA]

SG Strategy COP 26: Note from meeting 1/09 Email Trail

From: [REDACTED – PERSONAL DATA]@iodparc.com>

Sent: 02 September 2021 11:28

To: [REDACTED – PERSONAL DATA]@gov.scot>; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@gov.scot>

Subject: SG Strategy COP 26: Note from meeting 1/09

Dear [REDACTED – PERSONAL DATA]

Great to talk to you yesterday and thanks for sending the presentation through. Based on our discussions these are the key points from the meeting and the next steps:

- Key focus is on developing a strategy that can help the SG realise its longer term climate action aims. Role as co-chair in Under2 is part of the how. SG want to influence states and regions to meet Paris Agreement and also utilise COP 26 to support positive outcomes but also increase influence.
- We need to create a clear narrative as to why regions/states matter in climate action, and how SG international influence can be increased through development of a key set of messages.
- There is a clear narrative on the role of cities in climate action, we need to explore the evidence and create a clear narrative on the role of regional governments
- Narrative needs to include outline of sources of evidence but also where there are evidence gaps
- Major challenge in our methodology may be getting in touch with key stakeholders

Next steps:

- [REDACTED – PERSONAL DATA] to send over slides that provide example of type of narrative they are looking for – done thankyou
- IOD PARC to send over evidence we have so far in terms of papers and studies (see attached) – CCT to review and add to or provide suggestions for additional material.
- CCT to send over initial list of stakeholders and contact details. Would this be possible by Friday 3rd ?
- From our initial review we would like to interview representatives from the following organisations: Regions4, UK100, Global Covenant of Mayors, C40. Are there other individuals/organisations we may need to 'cold call'
- CCT to send internal roadmap of their proposed engagement in events in and around COP26 including noting that many of these are still TBC, as well as the consolidated list of subnational events coming up
- IOD PARC to draft a list of suggested questions and introductory email – to be done Friday 2/9
- Agree a time for discussions with CCT team on strategic aims – we will develop a process – we might use a SWOT analysis structure. What we would like to suggest would be for one of [REDACTED – PERSONAL DATA] and [REDACTED – PERSONAL DATA] to go to Glasgow and the other to go to Edinburgh, so we can talk to as many of the whole team in person as possible. We are available Tues 7th, Weds 8th, Mon 13th, Tues 14th and Weds 15th.
- IOD PARC to start making contact with possible interviewees from Monday 6th.
- Weekly check ins – IOD PARC Team with [REDACTED – PERSONAL DATA] and/or [REDACTED – PERSONAL DATA] every Monday morning at 10 am (if 10 doesn't work please suggest alternative – any time from 8 am).
- IOD PARC to propose dates for when deliverables will be submitted – proposal likely to be early week of 6th

Please feel free to add comments or come back with any questions if you have any

Kind regards

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

Company Director
Principal Consultant

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S11 8FT

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Mobile [REDACTED – PERSONAL DATA]
Email [REDACTED – PERSONAL DATA][@iodparc.com](mailto:[REDACTED – PERSONAL DATA]@iodparc.com)

From: [REDACTED – PERSONAL DATA][@gov.scot](mailto:[REDACTED – PERSONAL DATA]@gov.scot)
Sent: 02 September 2021 13:59
To: [REDACTED – PERSONAL DATA][@iodparc.com](mailto:[REDACTED – PERSONAL DATA]@iodparc.com)>; [REDACTED – PERSONAL DATA][@iodparc.com](mailto:[REDACTED – PERSONAL DATA]@iodparc.com)>; [REDACTED – PERSONAL DATA][@iodparc.com](mailto:[REDACTED – PERSONAL DATA]@iodparc.com)>
Cc: [REDACTED – PERSONAL DATA][@gov.scot](mailto:[REDACTED – PERSONAL DATA]@gov.scot)
Subject: RE: SG Strategy COP 26: Note from meeting 1/09

Hello [REDACTED – PERSONAL DATA]

Thank for circulating the below. Indeed it was a great talk yesterday and we look forward to working with you closely on this. I can confirm receipt and will put together the information as agreed as well as further comments.

On weekly check-ins 1000 is fine, though can I suggest 1010, [REDACTED – PERSONAL DATA] and I are both in fixed meeting that end at 1000 and the extra 10 min will give us time wiggle room should it drag on. I'll circulate round teams link.

Regards

[REDACTED – PERSONAL DATA]

From: [REDACTED – PERSONAL DATA][@iodparc.com](mailto:[REDACTED – PERSONAL DATA]@iodparc.com)>
Sent: 03 September 2021 14:32
To: [REDACTED – PERSONAL DATA][@gov.scot](mailto:[REDACTED – PERSONAL DATA]@gov.scot)>; [REDACTED – PERSONAL DATA][@gov.scot](mailto:[REDACTED – PERSONAL DATA]@gov.scot)>
Cc: [REDACTED – PERSONAL DATA][@iodparc.com](mailto:[REDACTED – PERSONAL DATA]@iodparc.com)>; [REDACTED – PERSONAL DATA][@iodparc.com](mailto:[REDACTED – PERSONAL DATA]@iodparc.com)>
Subject: RE: SG Strategy COP 26: Note from meeting 1/09

Hi [REDACTED – PERSONAL DATA]

Just first a quick apology – could we move the first check in meeting on Monday please? I'm afraid my daughter has a dentist appointment at 10 and it's the last day of the school holidays, so cant rearrange for 3 weeks! Would 11.30 am or 1.30 be possible.

Secondly please see below our initial set of questions we think would be helpful to ask external interviewees. Please let us know whether you think they are suitable, whether there are any gaps or questions you think they may find hard to answer. Please also let us know if we are asking them too much!

- What do you see as the role of regional/subnational governments in contributing to action on climate change?
 - What are some of the challenges/barriers to regional/subnational governments contributing to action on climate change?
 - What more should regional/subnational governments be doing to address climate change?

- What is your understanding/perception of Scotland's role as a regional government in delivering action on climate change?
 - What examples do you have of Scotland positively influencing climate action? (either within the UK or internationally)
 - What specific challenges does Scotland face as a regional government in addressing climate change?
 - What do you think they should do more of to effectively influence others?
 - What do you think they should do less of?
 - Do you think they have any specific 'unique selling point'?
 - Do they face any specific challenges? (either internally or within their specific context)

- What examples do you have of regional/subnational governments effectively influencing positive change in the climate change arena?
 - Where did that influence come from?
 - What specific actions or combination of approaches led to success?

- What are your expectations of COP 26?
 - What do you think regional/sub-national governments are aiming to achieve at COP26?
 - What do you think Scotland is aiming to achieve at COP26?
 - How do you think regional/sub-national governments can get the most out of COP 26?
 - Do you think Scotland has a particular role to play at COP26? OR Do you think Scotland is in a position to influence the outcome of COP26? Is so, how?
 - How do you think Scotland can get the most out of COP26?
 - Who do you think are the key players they should focus on influencing?
 - How best should they utilise groups/networks and coalitions such as the under 2 Coalition.

Do you think you might have suggested contacts for us by end of the day – I recognise you are likely to be busy and this might have been a slightly ambitious timetable!

Kind regards

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

Principal Consultant

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From: [REDACTED – PERSONAL DATA]@gov.scot>
Sent: 03 September 2021 16:48
To: [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@gov.scot>
Cc: [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>
Subject: RE: SG Strategy COP 26: Note from meeting 1/09

Hi [REDACTED – PERSONAL DATA]

1130 is fine for us – thanks. And hope that the visit to the dentist is not too traumatic.

On the questions, if you don't have time for all of them I think you could limit the ones specifically about Scotland/SG. I would like to see more on what are the opportunities/gaps that sub nationals can fill; how can sub nationals and the Under 2 coalition strategically position at COP and other such questions.

Hope that make sense but happy to discuss.

[REDACTED – PERSONAL DATA] may have other comments.

Thanks

[REDACTED – PERSONAL DATA] | Climate Change Division | Directorate for Energy and Climate Change
T: [REDACTED – PERSONAL DATA]
M: [REDACTED – PERSONAL DATA]
: @ScotGovClimate

From: [REDACTED – PERSONAL DATA]@gov.scot
Sent: 03 September 2021 16:56
To: [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@gov.scot
Subject: RE: SG Strategy COP 26: Note from meeting 1/09

Hi [REDACTED – PERSONAL DATA],

With huge thanks to [REDACTED – PERSONAL DATA] for his input, or initial thoughts below.

Who to speak to – we can introduce you to this list, as well as Regions4. As agreed grateful for a cover email.
Nigel Topping and team

Under 2/The Climate Group
US Climate alliance
Jill Duggan Chatham House
Ken Alex (U2 architect)
Committee of the Regions (EU)
Officials from: BW, Cali and Catalonia
LGMA SecGeneral
Bloomberg Philanthropies

Additions for Litreview:

Chatham House: [The Role of Sub-state and Non-state Actors in International Climate Processes: Subnational Governments 2019 \(Jill Duggan\)](#)
Chatham House: [The Role of Sub-state and Non-state Actors in International Climate Processes | Chatham House – International Affairs Think Tank](#) (Thomas Hale)
EU (DG Clima): [Subnational and non-state climate action in the EU \(europa.eu\)](#) 2020
Under2 Coalition MOU (currently being updated) [Under2 Memorandum of Understanding | Climate Group \(theclimategroup.org\)](#)
Under2: [Global States and Regions Annual Disclosure 2020 | Climate Group \(acquia-sites.com\)](#)
Under2: [Regions Take Action: the benefits of major climate policies | Climate Group \(acquia-sites.com\)](#)
[Under2: Coalition 2020 highlights report | Climate Group \(acquia-sites.com\)](#)

I would also recommend Rocky Mountain Institute – as I believe they have produced reports but don't know specifics.

[REDACTED – PERSONAL DATA] Climate Change Division | Directorate for Energy and Climate Change
T: [REDACTED – PERSONAL DATA]
M: [REDACTED – PERSONAL DATA]
: @ScotGovClimate

From: [REDACTED – PERSONAL DATA]@gov.scot
Sent: 03 September 2021 17:01
To: [REDACTED – PERSONAL DATA]@iodparc.com>
Cc: [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@gov.scot
Subject: RE: SG Strategy COP 26: Note from meeting 1/09

Hi [REDACTED – PERSONAL DATA]

Just to add on [REDACTED – PERSONAL DATA] point re questions, it would be good to have a question or two if time allows on how subnationals can address blockers/barriers on contributing to international climate change actions and also on how subnationals can influence multilateral organisations like UNFCCC.

I will send you a list of upcoming engagement as agreed on Monday.

Have a lovely weekend all.

Best

[REDACTED – PERSONAL DATA]

From: [REDACTED – PERSONAL DATA]@iodparc.com>

Sent: 06 September 2021 08:32

To: [REDACTED – PERSONAL DATA]@gov.scot>

Cc: [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@gov.scot>

Subject: RE: SG Strategy COP 26: Note from meeting 1/09

Hi [REDACTED – PERSONAL DATA]

Please find a suggested draft email – please feel free to edit or add to as you see fit. I have tried to keep it quite short so please add more detail if protocol requires it. Look forward to speaking to you later this morning

All the best

[REDACTED – PERSONAL DATA]

'Dear

The Scottish Government have contracted IOD PARC, a UK (Scottish) based consultancy company, to help support the further development of our long term strategy to contribute to international climate change actions. As part of the this process and in the run up to COP 26, we would most appreciate it if you were able to spare 45 minutes to be interviewed by the IOD PARC team within the next two weeks. The focus of the interview will be on the role sub-national governments can play, how they can influence other key actors and how they might address key challenges or blockages. We realise that this is a tight timescale but we would very much appreciate your contribution. The IOD PARC team will contact you directly to agree a time and will also give you a more detailed set of questions to help you prepare/

Many thanks, in anticipation for your cooperation.

Kind regards'

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

Principal Consultant

IOD PARC
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362 Cemetery Road
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Email [REDACTED – PERSONAL DATA]@iodparc.com

Interview with Gerard Howe email trail

From: [REDACTED – PERSONAL DATA]@gov.scot <[REDACTED – PERSONAL DATA]@gov.scot>
Sent: 07 September 2021 15:56
To: [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>
Cc: [REDACTED – PERSONAL DATA]@gov.scot; [REDACTED – PERSONAL DATA]@gov.scot
Subject: Interview with Gerard Howe

Hello team

See below times Gerard can make for an interview. I've copied his EA to agree details.

Friday 10 Sept: 10:00-10:45 or between 3-5pm. Diaries are quite jam-packed at the moment but hopefully one of these suit.

Also, you will have seen introductory emails sent out this afternoon, I will leave it with you to now take forward. Let us know if you require anything else to facilitate this. To note, no email was sent to C40 or Covenant of Mayors, you will need to reach out to them.

Cheerio

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA] | International Strategy and Outreach | Climate Change Division | Directorate for Energy and Climate Change | Tel: [REDACTED – PERSONAL DATA] | Mob: [REDACTED – PERSONAL DATA]

From: [REDACTED – PERSONAL DATA]@iodparc.com>
Sent: 07 September 2021 16:01
To: [REDACTED – PERSONAL DATA]@gov.scot
Cc: [REDACTED – PERSONAL DATA]@gov.scot; [REDACTED – PERSONAL DATA]@gov.scot; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>
Subject: RE: Interview with Gerard Howe

Hi [REDACTED – PERSONAL DATA],

Many thanks for setting up the interview invitations. Either of the times you suggest are suitable for me.

Best,
[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]
Consultant

IOD PARC
4 Gayfield Place
Lane Edinburgh
EH1 3NZ

Telephone [REDACTED – PERSONAL DATA]
Website www.iodparc.com
Mobile [REDACTED – PERSONAL DATA]
Email [REDACTED – PERSONAL DATA]@iodparc.com

From: [REDACTED – PERSONAL DATA]@iodparc.com>
Sent: 08 September 2021 11:42
To: [REDACTED – PERSONAL DATA]@gov.scot>
Cc: [REDACTED – PERSONAL DATA]@gov.scot>; [REDACTED – PERSONAL DATA]@gov.scot>; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>
Subject: RE: Interview with Gerard Howe
Hi [REDACTED – PERSONAL DATA],

Can we arrange for our interview with Gerard to be 4pm on Friday 10th?

Thank you again for setting up the interview invitations, we're looking forward to seeing the draft schedule of COP26 events.

Best,
[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]
Consultant

IOD PARC
4 Gayfield Place
Lane Edinburgh
EH1 3NZ
Telephone [REDACTED – PERSONAL DATA]
Website www.iodparc.com
Mobile [REDACTED – PERSONAL DATA]
Email [REDACTED – PERSONAL DATA]@iodparc.com

From: [REDACTED – PERSONAL DATA]
Sent: 08 September 2021 12:01
To: [REDACTED – PERSONAL DATA]@iodparc.com>
Cc: [REDACTED – PERSONAL DATA]@gov.scot>; [REDACTED – PERSONAL DATA]@gov.scot>; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>
Subject: RE: Interview with Gerard Howe

Hi [REDACTED – PERSONAL DATA]

You should all receive an invite from [REDACTED – PERSONAL DATA] soon, do let him know if any issues. Could you also send any questions, topics of discussions, formats ahead of time to allow Gerard prepare.

Can I also check someone from the team will pick the responses coming in now the introductions are done?

Cheerio

[REDACTED – PERSONAL DATA]

SubNat event list email chain

From: [REDACTED – PERSONAL DATA]

Sent: 14 September 2021 18:08

To: [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>

Subject: SubNat event list

Hello all

Can I check what you meant by list of events, do you mean the one's SG are involved in or general events taking place internationally? If the former, we can get you a sanitised list of our plans with the caveat it is a living list and subject to change and parliamentary diaries.

Cheerio

[REDACTED – PERSONAL DATA]

Meeting/Coffee in Glasgow - possible date? Email trail

From: [REDACTED – PERSONAL DATA]@iodparc.com>

Sent: 14 September 2021 18:40

To: [REDACTED – PERSONAL DATA]@gov.scot

Cc: [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>

Subject: Meeting/Coffee in Glasgow - possible date?

Hi [REDACTED – PERSONAL DATA]

Just following up from conversation yesterday. Could [REDACTED – PERSONAL DATA] and I possibly meet you on the Afternoon of Monday 27th of September? I think you wanted to know early so you might be able to get it into yours and [REDACTED – PERSONAL DATA]'s diary.

All the best

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

Principal Consultant

IOD PARC
Omega Court,
362 Cemetery Road
Sheffield
S11 8FT

Telephone [REDACTED – PERSONAL DATA]

Website www.iodparc.com

Mobile [REDACTED – PERSONAL DATA]
Email [REDACTED – PERSONAL
DATA]@iodparc.com

From: [REDACTED – PERSONAL DATA]@iodparc.com>
Sent: 16 September 2021 11:31
To: [REDACTED – PERSONAL DATA]@gov.scot>
Cc: T[REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL
DATA]@iodparc.com>
Subject: RE: Meeting/Coffee in Glasgow - possible date?
Importance: High
Hi [REDACTED – PERSONAL DATA]

Just a gentle nudge – would afternoon of 27th work for a meeting in Glasgow with you and
[REDACTED – PERSONAL DATA]?

All the best

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

Company Director
Principal Consultant

IOD PARC
Omega Court,
362 Cemetery Road
Sheffield
S11 8FT

Telephone [REDACTED – PERSONAL DATA]
Website www.iodparc.com
Mobile [REDACTED – PERSONAL DATA]
Email [REDACTED – PERSONAL
DATA]@iodparc.com

From: [REDACTED – PERSONAL DATA]
Sent: 16 September 2021 12:16
To: [REDACTED – PERSONAL DATA]@iodparc.com>
Cc: [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL
DATA]@iodparc.com>
Subject: RE: Meeting/Coffee in Glasgow - possible date?

Hi [REDACTED – PERSONAL DATA]

That should be fine, I've put a hold in [REDACTED – PERSONAL DATA]'s diary from 1400 –
1600. Please do send a dairy invite. I'd like to caveat that this may change should ministerial
diary change.

Cheerio

[REDACTED – PERSONAL DATA]

COP26 - International Engagement. Draft Data Assessment. 210921.docx email trail

From: [REDACTED – PERSONAL DATA]@iodparc.com>
Sent: 21 September 2021 17:06
To: [REDACTED – PERSONAL DATA]@gov.scot>; Howe G (Gerard)
<Gerard.Howe@gov.scot>; [REDACTED – PERSONAL DATA]@gov.scot>
Cc: [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>
Subject: COP26 - International Engagement. Draft Data Assessment. 210921.docx

Dear Gerard, [REDACTED – PERSONAL DATA] and [REDACTED – PERSONAL DATA],
Please find attached our draft data assessment paper. We look forward to discussing this with your team.

Best wishes,
[REDACTED – PERSONAL DATA]
[REDACTED – PERSONAL DATA]
Consultant

IOD PARC
4 Gayfield Place
Lane Edinburgh
EH1 3NZ

Telephone [REDACTED – PERSONAL DATA]
Website www.iodparc.com
Mobile [REDACTED – PERSONAL DATA]
Email [REDACTED – PERSONAL DATA]@iodparc.com

Catchup/discussion on strategy development email trail

From: [REDACTED – PERSONAL DATA]@gov.scot>
Sent: 22 September 2021 15:13
To: [REDACTED – PERSONAL DATA]; [REDACTED – PERSONAL DATA]@gov.scot
Subject: Declined: catchup/discussion on strategy development
When: 27 September 2021 14:00-16:00 (UTC+00:00) Dublin, Edinburgh, Lisbon, London.
Where: SG office in Glasgow

Hi [REDACTED – PERSONAL DATA]

I am afraid that Monday is a public holiday in Glasgow. Could we find another time?

From: [REDACTED – PERSONAL DATA]@iodparc.com>
Sent: 22 September 2021 15:49
To: [REDACTED – PERSONAL DATA]@gov.scot>; [REDACTED – PERSONAL DATA]@gov.scot>
Cc: [REDACTED – PERSONAL DATA]@iodparc.com>
Subject: RE: catchup/discussion on strategy development

Hi [REDACTED – PERSONAL DATA]

Would Tuesday work. I can manage anytime from 10.30 (ideally before 2pm, though I could move other afternoon engagement) I am now committed to being in Glasgow Monday and Tuesday.

All the best

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

Company Director

Principal Consultant

IOD PARC
Omega Court,
362 Cemetery Road
Sheffield
S11 8FT

Telephone [REDACTED – PERSONAL DATA]

Website www.iodparc.com

Mobile [REDACTED – PERSONAL DATA]

Email [REDACTED – PERSONAL DATA]

From: [REDACTED – PERSONAL DATA]@gov.scot>

Sent: 22 September 2021 16:02

To: [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@gov.scot

Cc: [REDACTED – PERSONAL DATA]@iodparc.com>

Subject: RE: catchup/discussion on strategy development

Lets do 1100 – 1200, where in Glasgow will you be?

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA] Climate Change Division | Directorate for Energy and Climate Change

T: [REDACTED – PERSONAL DATA]

M: [REDACTED – PERSONAL DATA]

: @ScotGovClimate

From: [REDACTED – PERSONAL DATA]@iodparc.com>

Sent: 22 September 2021 16:05

To: [REDACTED – PERSONAL DATA]@gov.scot; [REDACTED – PERSONAL DATA]@gov.scot

Cc: [REDACTED – PERSONAL DATA]@iodparc.com>

Subject: RE: catchup/discussion on strategy development

I am staying near central station – I think [REDACTED – PERSONAL DATA] likely to be driving in

[REDACTED – PERSONAL DATA]

Company Director
Principal Consultant

IOD PARC
Omega Court,
362 Cemetery Road
Sheffield
S11 8FT

Telephone [REDACTED – PERSONAL DATA]

Website www.iodparc.com

Mobile [REDACTED – PERSONAL DATA]

Email [REDACTED – PERSONAL DATA]

From: [REDACTED – PERSONAL DATA]@iodparc.com>

Sent: 22 September 2021 16:09

To: [REDACTED – PERSONAL DATA]@iodparc.com>

Cc: [REDACTED – PERSONAL DATA]@gov.scot>; [REDACTED – PERSONAL DATA]@gov.scot>

Subject: RE: catchup/discussion on strategy development

Hi [REDACTED – PERSONAL DATA],

I'll either drive in or take a train from Perth. Somewhere near Central Station or Queens St would be convenient - but any suggestions on a good place for us to meet would be very welcome.

Best,

[REDACTED – PERSONAL DATA]
[REDACTED – PERSONAL DATA]

Consultant

IOD PARC
4 Gayfield Place
Lane Edinburgh
EH1 3NZ

Telephone [REDACTED – PERSONAL DATA]

Website www.iodparc.com

Mobile [REDACTED – PERSONAL DATA]

Email [REDACTED – PERSONAL DATA]@iodparc.com

From: [REDACTED – PERSONAL DATA]@gov.scot <[REDACTED – PERSONAL DATA]@gov.scot>

Sent: 22 September 2021 16:12

To: [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@iodparc.com>;

[REDACTED – PERSONAL DATA]@gov.scot

Cc: [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@iodparc.com>

Subject: RE: catchup/discussion on strategy development

Perfect. Will have a think and let you know.

Will send a scheduler so its in diaries.

[REDACTED – PERSONAL DATA]
[REDACTED – PERSONAL DATA] | Climate Change Division | Directorate for Energy and Climate Change
T: [REDACTED – PERSONAL DATA]
M: [REDACTED – PERSONAL DATA]
: @ScotGovClimate

Outcomes email trail

From: [REDACTED – PERSONAL DATA]@gov.scot <[REDACTED – PERSONAL DATA]@gov.scot>
Sent: 01 October 2021 10:57
To: [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>
Subject: outcomes

Hi both

Thanks for the really useful meeting earlier this week.

I was just checking we are on track to get the first tranche of information this week? the key messages, facts etc?

Best

[REDACTED – PERSONAL DATA]
[REDACTED – PERSONAL DATA] | Climate Change Division | Directorate for Energy and Climate Change
T: [REDACTED – PERSONAL DATA]
M: [REDACTED – PERSONAL DATA]
: @ScotGovClimate

From: [REDACTED – PERSONAL DATA]@iodparc.com>
Sent: 01 October 2021 11:44
To: [REDACTED – PERSONAL DATA]@gov.scot; [REDACTED – PERSONAL DATA]@iodparc.com>
Cc: [REDACTED – PERSONAL DATA]@iodparc.com>
Subject: RE: outcomes

Hi [REDACTED – PERSONAL DATA]

Yes we have been working on it and should have something for you this afternoon.

All the best

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

Company Director

Principal Consultant

IOD PARC

Omega Court,
362 Cemetery Road
Sheffield
S11 8FT

Telephone [REDACTED – PERSONAL DATA]

Website www.iodparc.com

Mobile [REDACTED – PERSONAL DATA]

Email [REDACTED – PERSONAL
DATA]@iodparc.com

From: [REDACTED – PERSONAL DATA]@iodparc.com>

Sent: 01 October 2021 15:44

To: [REDACTED – PERSONAL DATA]@gov.scot>

Cc: [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL
DATA]@iodparc.com>; Howe G (Gerard) <Gerard.Howe@gov.scot>; [REDACTED –
PERSONAL DATA]@gov.scot>

Subject: RE: outcomes

Hi [REDACTED – PERSONAL DATA],

Please find attached our PowerPoint deck which sets out key facts on the role of subnational governments in climate action, our suggested central policy position, key messages to convey and key elements of a proposed strategic approach. As we discussed on Tuesday, we intend for this document to be a draft for us to discuss further next week.

I've also attached the key facts and findings on the role of subnational governments in climate action as a separate Word document.

We have some conflicts around our scheduled catch-up call for this Monday. Would it be possible to move our call to either Monday afternoon (between 2 and 5pm) or Tuesday (between 10-11am or 12-3pm)?

Best wishes,

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

Consultant

IOD PARC

4 Gayfield Place
Lane Edinburgh
EH1 3NZ

Telephone [REDACTED – PERSONAL DATA]

Website www.iodparc.com

Mobile [REDACTED – PERSONAL DATA]

Email [REDACTED – PERSONAL DATA]@iodparc.com

From: [REDACTED – PERSONAL DATA]@gov.scot <[REDACTED – PERSONAL DATA]@gov.scot>
Sent: 01 October 2021 10:57
To: [REDACTED – PERSONAL DATA]@iodparc.com>
Cc: [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>; Howe G (Gerard) <Gerard.Howe@gov.scot>; [REDACTED – PERSONAL DATA]@gov.scot>
Subject: outcomes

Thanks [REDACTED – PERSONAL DATA]

4 – 5 on Monday works, can you send an invite?

Best

[REDACTED – PERSONAL DATA] | Climate Change Division | Directorate for Energy and Climate Change
T: [REDACTED – PERSONAL DATA]
M: [REDACTED – PERSONAL DATA]
: @ScotGovClimate

Scottish Government brand guidelines email trail

From: [REDACTED – PERSONAL DATA]@iodparc.com>
Sent: 07 October 2021 11:35
To: [REDACTED – PERSONAL DATA]@gov.scot>
Cc: [REDACTED – PERSONAL DATA]@gov.scot>; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>
Subject: Scottish Government brand guidelines

Hi [REDACTED – PERSONAL DATA],

Hope you're well. Would you be able to provide us with a copy of your brand guidelines that we can use to put the powerpoint presentation into the correct style?

Best,

[REDACTED – PERSONAL DATA]

Consultant

IOD PARC
4 Gayfield Place
Lane Edinburgh
EH1 3NZ
Telephone [REDACTED – PERSONAL DATA]
Website www.iodparc.com
Mobile [REDACTED – PERSONAL DATA]
Email [REDACTED – PERSONAL DATA]

From: [REDACTED – PERSONAL DATA]@gov.scot>
Sent: 11 October 2021 10:26
To: [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@gov.scot>; [REDACTED – PERSONAL DATA]@gov.scot>
Cc: [REDACTED – PERSONAL DATA]@gov.scot>; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>
Subject: RE: Scottish Government brand guidelines

Thanks [REDACTED – PERSONAL DATA], and sorry for the delay.

I am copying to our comms team who can advise.

Thanks

[REDACTED – PERSONAL DATA]
[REDACTED – PERSONAL DATA] Climate Change Division | Directorate for Energy and Climate Change
T: [REDACTED – PERSONAL DATA]
M: [REDACTED – PERSONAL DATA]
 @ScotGovClimate

From: [REDACTED – PERSONAL DATA]@gov.scot>
Sent: 11 October 2021 11:28
To: [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@gov.scot>; [REDACTED – PERSONAL DATA]@gov.scot>
Cc: [REDACTED – PERSONAL DATA]@gov.scot>; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>
Subject: RE: Scottish Government brand guidelines

Hi All,

Our Net Zero brand guidelines are here: [Let's Do Net Zero Toolkit | Net Zero Nation](#)

We also have a Net Zero PPT here: <https://we.tl/t-Y72gIGwrf6>

Thanks,
[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]
[REDACTED – PERSONAL DATA]
Scottish Government | 3WR, St Andrew's House | Regent Road | Edinburgh | EH1 3DG
m: [REDACTED – PERSONAL DATA]

SG International Engagement on Climate Action 011021.pptx email trail

From: [REDACTED – PERSONAL DATA]@iodparc.com>
Sent: 12 October 2021 09:09
To: [REDACTED – PERSONAL DATA]@gov.scot>; [REDACTED – PERSONAL DATA]@gov.scot>
Cc: [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA]@iodparc.com>; Howe G (Gerard) <Gerard.Howe@gov.scot>
Subject: SG International Engagement on Climate Action 011021.pptx

Hi [REDACTED – PERSONAL DATA] and [REDACTED – PERSONAL DATA]

Please find attached a revised presentation which has been rebranded. Please note the content has been changed so it is more of a presentation, but we have included notes to give a sense of what underpins the bullet points and the narrative argument being made.

Please let me know if you have any questions.

All the best

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

Principal Consultant

IOD PARC
Omega Court,
362 Cemetery Road
Sheffield
S11 8FT

Telephone [REDACTED – PERSONAL DATA]

Website www.iodparc.com

Mobile [REDACTED – PERSONAL DATA]

Email [REDACTED – PERSONAL
DATA]@iodparc.com

From: [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@iodparc.com>

Sent: 18 October 2021 16:06

To: [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@gov.scot>;

[REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@gov.scot>

Cc: [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@iodparc.com>;

[REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@iodparc.com>; Howe G (Gerard) <Gerard.Howe@gov.scot>

Subject: RE: SG International Engagement on Climate Action - Scoping Study report

Hi [REDACTED – PERSONAL DATA] and [REDACTED – PERSONAL DATA]

Please find attached a draft scoping study. Please us know if you have comments or if there are other areas you feel it should cover. At present we have left a place marker for an Executive Summary, though given it's a relatively short document we weren't sure whether it needs one.

Kind regards

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

Company Director
Principal Consultant

IOD PARC
Omega Court,
362 Cemetery Road
Sheffield
S11 8FT

Telephone [REDACTED – PERSONAL DATA]

Website www.iodparc.com

Mobile [REDACTED – PERSONAL DATA]

Email [REDACTED – PERSONAL
DATA][@iodparc.com](mailto:[REDACTED – PERSONAL DATA]@iodparc.com)

From: [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@gov.scot>

Sent: 24 October 2021 11:10

To: [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@gov.scot>; Howe G (Gerard) <Gerard.Howe@gov.scot>; [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@iodparc.com>

Subject: FW: SG International Engagement on Climate Action - Scoping Study report

[REDACTED – PERSONAL DATA]

With huge apologies for the delay, thank you for sending this through. I think its look really good.

I am conscious that we may be at the upper limit of the contractual period, so grateful if you can advise on this please?

Subject to that advice, I was wondering if the scoping study could draw out any more on key stakeholders/targets that are likely to have greatest global impact if we can secure their support and influence, to aid prioritisation further.

Thanks

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA] | Climate Change Division | Directorate for Energy and Climate Change

T: [REDACTED – PERSONAL DATA]

M: [REDACTED – PERSONAL DATA]

: @ScotGovClimate

From: [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@iodparc.com>

Sent: 27 October 2021 09:12

To: [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@gov.scot>

Cc: [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@gov.scot>; Howe G (Gerard) <Gerard.Howe@gov.scot>; [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@iodparc.com>

Subject: RE: SG International Engagement on Climate Action - Scoping Study report

Hi [REDACTED – PERSONAL DATA],

Apologies for our late reply. Unfortunately [REDACTED – PERSONAL DATA] has been off sick since the start of our week. We've had some staff from our Sheffield office (where [REDACTED – PERSONAL DATA] is based) test positive for COVID.

We will get back to you with a proper response as soon as possible.

Best,
[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

Consultant

IOD PARC
4 Gayfield Place
Lane Edinburgh
EH1 3NZ

Telephone [REDACTED – PERSONAL DATA]

Website www.iodparc.com

Mobile [REDACTED – PERSONAL DATA]

Email [REDACTED – PERSONAL
DATA]@iodparc.com

From: [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@gov.scot>

Sent: 27 October 2021 09:32

To: [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@iodparc.com>

Cc: [REDACTED – PERSONAL DATA]; Gerard.Howe@gov.scot; [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@iodparc.com>; [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@iodparc.com>

Subject: RE: SG International Engagement on Climate Action - Scoping Study report

No problem. I hope [REDACTED – PERSONAL DATA] and rest of the team are ok.

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA] | Climate Change Division | Directorate for Energy and Climate Change

T: [REDACTED – PERSONAL DATA]

M: [REDACTED – PERSONAL DATA]

 @ScotGovClimate

From: [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@iodparc.com>

Sent: 28 October 2021 11:01

To: [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@gov.scot>;

[REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@iodparc.com>

Cc: [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@gov.scot>; Howe G (Gerard) <Gerard.Howe@gov.scot>; [REDACTED – PERSONAL DATA] <[REDACTED – PERSONAL DATA]@iodparc.com>

Subject: RE: SG International Engagement on Climate Action - Scoping Study report

Thanks [REDACTED – PERSONAL DATA] – just to let you know after 5 days of negative tests and not feeling great for the last 3 days, I got a positive test this morning. Hope though that I should be able to get back to work during isolation period as feeling a little better today.

All the best

[REDACTED – PERSONAL DATA]

[REDACTED – PERSONAL DATA]

Company Director

Principal Consultant

IOD PARC

Omega Court,

362 Cemetery Road

Sheffield

S11 8FT

Telephone [REDACTED – PERSONAL DATA]

Website www.iodparc.com

Mobile [REDACTED – PERSONAL DATA]

Email [REDACTED – PERSONAL

DATA][@iodparc.com](mailto:[REDACTED – PERSONAL DATA]@iodparc.com)

Third Party Reports and Opinion

Regions4. Inspiring Subnational Climate Action. Cases and Lessons from Regional Governments. 2015

Regions4. Regions Adapt Brief Report 2020. Regional Governments Leading Climate Adaptation Action for a Resilient Future. (2020)

Regions4. RegionsAdapt Brief Report 2019. 2019

Regions4. Climate Change Adaptation in a Multi-Level Governance Context: A Perspective from Subnational Governments (2019).

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C40. Powering Climate Action: Cities as Global Changemakers. (2015)

C40. Focussed acceleration: A strategic approach to climate action in cities to 2030. 2017.

Climate xchange. An overview of the Scottish Climate change Plan update. 2021

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Climate Change Committee. Progress Report: Reducing emissions in Wales. 2020

Committee on Climate Change. Reducing Emissions in Northern Ireland. 2019

CCC. Progress in reducing emissions. 2021 Report to Parliament. 2021

Scottish Government Policy

Scotland's Third Land Use Strategy. 2021-2026 (2021)

Scotland's Energy Strategy Position Statement (2021)

Scotland's Indicative NDC (2021)

Climate Change Act (Scotland) (2019)

Scotland's Climate Change Plan 2018-2032 Update

Scottish Energy Strategy (2017)

UK Policy

UK Biennial Finance Communication to the UNFCCC (2020)

UK Energy White Paper (2020)

North Sea Transition Deal (2021)

Climate Change Act (2008)

Industrial Decarbonisation Strategy (2021)

The Ten Point Plan for a Green Industrial Revolution (2020)

Adaptation Communication to the UNFCCC (2020)

UK NDC (2020)

The Role of Subnational Governments in Climate Action – Key Findings

Subnational governments have an essential role in reaching net zero

- **50-80%** of adaptation and mitigation actions necessary to tackle climate change will be implemented at the subnational or local levels¹
- **Over 50%** of emission cuts planned to meet the UK's Net Zero target will require decisions made at the local level²

Potential emissions reductions from subnational governments are vast

- If international cooperative initiatives between subnational and non-state actors are scaled up to their fullest potential, emissions could be reduced by up to **15-23 GtCO₂e per year** by 2030 compared to current policy³

Subnational climate action goes beyond emission reductions. It can:

- Help national governments **deliver or overdeliver** on NDC pledges
- **Demonstrate** the benefits of ambitious policy
- Allow new policy to be **tested** on a small scale, before being **scaled up** nationally
- Build new political and economic **constituencies** (e.g. renewable energy providers)
- Enable regional differences to be harnessed for **national benefit**

Subnational governments often face the same challenges

- Insufficient involvement in **national-level planning** – which can lead to policy gaps or duplication of effort
- **Limits to devolved authority** in areas crucial to climate action (e.g. building standards or energy infrastructure)
- Difficulty accessing sufficient, sustainable **finance** for the level of climate action required
- Subnational governments often lack capacity in **monitoring, evaluating and reporting** systems for climate action, making it difficult to assess impact, but Scotland is noted for its strong monitoring systems

¹ Regions4. Inspiring Subnational Climate Action. Cases and Lessons from Regional Governments. 2015

² UK100. Power Shift. Research into Local Authority powers relating to climate action. 2021.

³ UN Environment. Bridging the Emissions Gap - The Role of Non-State and Subnational Actors. Pre-release version of a chapter of the UN Environment Emissions Gap Report. 2018



T: [redacted]
E: [redacted]

IOD Parc
By Email: [redacted]

Our ref: CASE/563627

25/08/21

CONTRACT AWARD LETTER – Cop26 - International Engagement, Under 2 Coalition

Dear [redacted]

I refer to your tender submission dated 20th August 2021 in respect of the above Invitation to Tender. We have now completed our evaluation of all tenders received in accordance with the previously published evaluation criteria, and I am pleased to inform you that your tender has been found to offer the best price quality ratio.

Table 1 below shows the individual scores given against the published evaluation criteria in respect of your submission:

PUBLISHED EVALUATION CRITERIA	WEIGHTING	YOUR SCORE
Price	80%	72
Quality	20%	20
OVERALL SCORE	100%	92

This letter is an acceptance of your tender.

The documents listed below shall be deemed to form part of the contract:

- This Contract Award Letter;
- The Scottish Ministers Specification of Requirements attached at Annex A;
- IOD Parc tender response dated 20th August 2021 and attached at Annex B; and
- The Scottish Government terms and conditions attached at Annex C.

The contract shall commence on 30th August 2021 and shall expire on 8th October 2021 or on conclusion of the services, whichever is earlier, unless the contract is terminated in accordance with the Terms and Conditions. The prices within the pricing

schedule at Annex B shall apply. The maximum contract value is £25,000 exclusive of VAT. Invoices shall be submitted in arrears and payment shall be made within 30 days of a valid invoice being received.

Please confirm your acceptance of this contract offer by signing and returning a copy of this contract letter.

Please note that the Contract Manager for this contract is [redacted] who can be contacted by email at [redacted]

Yours Sincerely

[redacted]
Portfolio Officer

Cop26 - International Engagement, Under 2 Coalition

I/We acknowledge receipt of this contract award letter for the above-mentioned contract on behalf of IOD PARC (trading name of International Organisation Development Ltd) and agree to provide the services in accordance with all of the provisions therein.

Name	<u>[redacted]</u> (Block Capitals)	Signature	<u>[redacted]</u>
Designation	<u>COMPANY SECRETARY</u>	Date	<u>30/08/2021</u>

Annex A – Scottish Government’s Specification of Requirements

Section 1 – Background & Context

1. The UN Climate Summit – COP26 – will take place in November 2021. This is the most significant climate conference since the summit in 2015 that resulted in the seminal Paris Agreement. The Scottish Government is committed to playing our full part to ensure that the summit delivers a positive outcome that increases the ambition and action needed for the global transition to net zero in a way that is fair and just.
2. A key part of this will using our position as European Co-Chair of the [Under 2 Coalition](#) to raise the ambition of state and regional governments – this is a role held by the First Minister.
3. At present, the potential capacity of state and regional governments globally to tackle climate change is neither fully realised – too few states and regions are committing to and acting on Net Zero, nor fully recognised and supported by national governments or the multilateral system. Releasing this potential could help achieve the goals of the Paris Agreement to mitigate greenhouse gas emissions, and adapt to an already changing climate.

Section 2 – Current Position and any anticipated changes

4. There is an International Climate policy team in place to manage the relationship with the Under2 Coalition secretariat, oversee our co-chair programme of work, bilateral engagement and event programme. This team is also responsible for the Scottish Government’s Climate Justice Fund and COP26 strategy.
5. This invitation to tender is for up to 15 days of consultancy support to develop a scoping study to support the development of a strategy for how the Scottish Government can reach its aims for the Under 2 Coalition and COP26, with an additional 5 days allowed by agreement with the contract manager. It is not anticipated that significant changes will occur over the course of the Contract that will affect the intended scope, however the Supplier will need to consider the emerging global policy landscape ahead of the summit.
6. The Supplier will report to the International Climate Change Team Lead and the Senior Responsible Officer (SRO) for COP26.

Section 3 – Scope, outcome and key deliverables.

7. The Supplier shall be required to deliver:
 - A scoping study of not more than twenty pages outlining the strategy and approach by which the Scottish Government, through our role as co-chair of the Under 2 Coalition, can influence a positive outcome at COP26 and deliver longer term climate action and ambition by coalition members and

broader states and regions. This shall consider, as a minimum, aims, outcomes, evidence and outputs; key stakeholders and priority geographies; and events (mandatory).

- A narrative and set of key messages to be deployed at COP26 and beyond (mandatory).
- An assessment of what data and evidence exists to demonstrate the empirical and political value state and regional governments can add to global climate action; the dependencies at strategic and sectoral level with national government action; and an analysis of areas where data could useful be developed in future (mandatory).
- A presentation suitable for multiple audiences outlining the importance and role of states and regional governments (desirable).

8. To deliver these outputs, the Supplier shall be required to:

- Undertake stakeholder engagement with key stakeholders including but not limited to – the Climate Group; C40; ICLEI; Global Covenant of Mayors; individual states and regions; and the High Level Champion Team amongst others to be identified.
- Consider and advise on lessons learnt from similar organisations and global endeavours, particularly C40.
- Facilitate and build relationships, on behalf of the Scottish Government, with stakeholders and develop handover plans.
- Take account of current plans within the Scottish Government and Under 2 Coalition.
- Consider and advise on events beyond COP26 that the Scottish Government should seek to participate in to meet our objectives.

9. The Supplier shall:

- Work on their own IT systems and will not be provided with Scottish Government IT hardware or telephony. Access to Scottish Government information above official classification is not expected.
- Work from home and operate within covid-19 guidelines within their respective locale.
- Participate in regular progress reviews – frequency to be agreed – providing written reports as required.
- Present the outputs of their work in a report(s) and via a presentation to the International Climate Change Team Lead and SRO. Presentations to the COP26 Executive Board and Senior Management Team may also be required.

Section 4 – Knowledge & Experience

10. The resources deployed on this Contract shall have:

- Knowledge of the international climate change system (essential).
- Knowledge and experience of international political strategy and negotiation (essential)
- Experience developing and drafting political strategies and/or business cases for, or on behalf of, governments (essential).
- Ability to develop productive relationships with senior staff quickly (essential).
- Experience of managing complex and multifaceted stakeholder relationships on behalf of government (essential)

- Experience gathering and analysing evidence to support strategy development (essential)
- Knowledge and experience of sub-state and regional political action and strategies (desirable).
- Understanding of international climate networks for sub-national governments (desirable).

Section 6 - Contract Period, milestones and delivery timeframe.

11. The Contract will start on 1 September and end 7 October, or earlier. The project is expected to report no later than 30 September ahead of COP26 that will take place 31 October – 13 November. An additional one week is allowed for clarifications following the production of the report. The Supplier must be able to meet these timescales as time is of the essence for these Services.

Section 7 – Geographical area covered

12. The Supplier may be required and shall be capable of undertaking stakeholder engagement via IT software with organisations based in Europe, Africa, Asia and the Americas.

Section 8 – Invoicing & Payment

13. An indicative budget of £20-£25,000 has been made available for this contract. Payment will be made in arrears after an acceptable final report is agreed.

Section 9 – Key Risks and Responsibilities, performance measures and reporting.

14. The main risk associated with the delivery of the Contract is the timeframe. To manage the risk and ensure the Contract remains on track, weekly contract management meetings with the International Climate Change Team Leader will be held. The Supplier will produce a detailed timeframe for delivery as part of the bidding process.

15. The Supplier will share emerging findings regularly to ensure expected outputs and deliverables are being met.

16. The Supplier shall raise any issues that will affect the likelihood of the deliverables and outputs being achieved within 1 working day of these being identified, and to present possible solutions.

17. Changes to the planned output and deliverables will be agreed by the International Climate Change Team Leader and the Senior Responsible Officer (SRO) for COP26 by exception only.

Section 10 – Definitions & References

18. [What are Parties & non-Party stakeholders? | UNFCCC](#)
19. [Meet the Champions | UNFCCC](#)
20. [Driving climate action in states and regions | Climate Group \(theclimategroup.org\)](#)

Section 11 - Contract Manager contact details.

21. [redacted], International climate Change Team Leader, [redacted],
M: [redacted]



Technical Proposal

COP26 - International Engagement, Under2 Coalition

- CASE/563627

Prepared for // The Scottish Government,
Scottish Procurement & Property Directorate

By // IOD PARC

Date // 20th August 2021

IOD PARC is the trading name of International
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Form of Tender to the Scottish Government

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 of Requirements (Schedule 2) in accordance with the Schedules, at the prices entered in the Pricing Schedule (Schedule 4) and in accordance with the Scottish Government Terms and Conditions for Consultancy Services.

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

- Schedule 1 - Instructions for Tenderers
- Schedule 2 - Specification of Requirements
- Schedule 3 - Technical Proposal
- Schedule 4 - Pricing Schedule
- Schedule 5 - Form of Tender
- Schedule 6 - Terms and Conditions

We agree to abide by this tender from **12:00 on 20th August 2021** the date fixed for receiving tenders, until the Award of Contract.

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

We understand that the service provision is expected to commence on 30th August 2021 and expire on 7th October 2021 unless the Contract is terminated in accordance with the Terms and Conditions of this Contract.

Signature: [redacted]

Name: [redacted]

Designation: PRINCIPAL BUSINESS DEVELOPMENT OFFICER

Duly authorised to sign Tenders for and on behalf of:

Name of Tenderer IOD PARC

Nature of Firm Private Limited Company

Address Omega Court

362 Cemetery Road Sheffield

S11 8FT

United Kingdom

Email Address [redacted]

Telephone No [redacted]

Date 12th August

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

– Introduction to IOD PARC

Incorporated in 1998 in the United Kingdom, IOD PARC (the trading name of International Organisation Development Ltd) is a private consulting company and a leading, global specialist-provider in results-based performance assessment in international development.

Working with a range of international bodies, IOD PARC has led over one thousand consultancy assignments in more than one-hundred countries world-wide. With its varied client base, including multilateral, bilateral, and non-governmental organisations, IOD PARC has developed an acclaimed reputation for its work that combines the rigour and analytical skills of monitoring and evaluation expertise with a process-based approach to organisation development and change interventions.

Specialising in conducting large scale, highly complex, and politically sensitive assignments, our consultancy services focus on six core areas:

- **Strategy Development** – Good strategies are based on robust evidence, good understanding of strengths and opportunities, and a clear vision of the changes that you want to see. We support our clients to apply evidence from research and assessments to create plans and strategies which are as ambitious as they are achievable.
- **Supporting Change** – Organisations need to adapt – to new learning, to arising challenges and to dynamic and complex contexts. We know that change can be messy. It can create anxiety and uncertainty. IOD PARC's approach is to engage openly and honestly with everyone involved in a change process, building relationships of trust.
- **Assessment and Evaluation** – Understanding what works and why is fundamental to good policy, strategy and intervention design, and effective implementation. IOD PARC has a long track record of undertaking evaluations and reviews. Our work ranges from single project impact evaluations to assessments of large, complex, multi-donor partnerships and global institutional arrangements.
- **Development and Design of Performance Management Systems** – For any organisation, good learning systems and processes can support ways of working that maximise performance and help it stay on track towards its end goals. We work with organisations to design tools and processes which work for their environment and approach: systems which support them to collect and use data for decision making; to collaborate; to promote and apply learning; and to monitor progress towards outcomes.
- **Quality Assurance** - IOD PARC have provided several clients with real-time support to ensure that their research and evaluations are of high quality and consistent with organisational principles and protocol. Sometimes our clients ask us for direct support, bringing our external perspective and our technical skills to bear on quality assurance processes. We design a package of support and tools for each client, ensuring consistency while allowing for flexibility and adaptation to changes.

See further information about our work at: <https://www.iodparc.com/>.

Climate Change is one of our key thematic portfolio areas. Our work in climate change and climate resilience includes global thematic evaluations, mid-term strategy and project reviews, proof of concept assessments and the design and operationalisation of integrated results management frameworks, assessment tools and methodologies.

Our work in climate adaptation and resilience has grown substantially and we now have a considerable experience on Disaster Risk Reduction (DRR) and building resilience in the agricultural and WASH sectors, community empowerment, as well as institutional strengthening and mainstreaming of climate change across numerous interventions.

Our strategy and organisational development work in the climate change arena includes the development of the Green Climate Fund's integrated and coherent results management framework including a process of organisational and institutional change to implement the new framework including the design of consultation processes with the GCF Board, the Secretariat and AEs; the mid-term review of the NDC Partnership Work Program for the World Resources Institute supporting work streams in helping country partners develop plans to meet agreed carbon emission targets; and the mid-term external evaluation of the International Renewable Energy Agency's Medium-Term Strategy 2018-2022, supporting the Director-General's accountability function in reporting to the Assembly on delivery of its programmatic and strategic objectives.

Other relevant work includes the UK FCDO Nepal's Monitoring, Evaluation and Learning Unit that operates across the Climate Smart Development and Strengthening Disaster Resilience portfolio, the Comprehensive assessment of the merits of the Commercial Pocket approach to building the resilience of farmers in Nepal - BRACED Programme for KPMG LLP, and the DFAT's Strategic evaluation of Australia's overseas climate change assistance.

Other clients in the field of climate change have included UNICEF, the Climate and Development Knowledge Network, WWF, WFP, DanChurchAid, Practical Action and the Global Environment Facility.

– Methodology

• Background

The world is facing an unprecedented climate crisis. The recently released Sixth Assessment Report of the Intergovernmental Panel (IPCC) on Climate Change reports that human activity has warmed the climate, causing unprecedented changes to the climate system. The impacts of which are already affecting many weather and climate systems worldwide. It is now likely that temperatures are likely to rise by over 1.5C above pre-industrial levels, breaching the ambition of the Paris Agreement¹. Only rapid, significant, and concerted action to reduce greenhouse gas emissions can prevent the onset of widespread devastation and extreme weather.

The Paris Agreement, a legally binding treaty on climate change, adopted at the 2015 COP21 in Paris, is a landmark in the multilateral climate change process. For the first time, a binding agreement was introduced to bring all nations into a common cause to undertake ambitious efforts to combat climate change and adapt to its effects². The adoption of the Paris Agreement marks COP21 out as a historically significant event in climate diplomacy. To date, however the climate commitments made by countries to reduce emissions have not been ambitious enough to keep the world on track to meet the Paris Agreement Goals³.

COP26 will take place in Glasgow in November 2021. This is the most significant climate conference since COP21 in 2015, given the urgent need for global action to halt the worst impacts of the climate crisis. The Scottish Government (SG) is committed to playing their full part to ensure that the summit delivers a positive outcome that increases the ambition and action needed for the global transition to net zero in a way that is fair and just.

• Our Understanding of the Assignment

The Scottish Government (SG) is a Co-Chair of the Under2 Coalition, a role held by the First Minister. The Under 2 Coalition is a global community of 260 state and regional governments, representing 1.75 billion people, committed to ambitious climate action in line with the Paris Agreement. The SG has an International Climate policy team in place to manage their relationship with the Under2 Coalition Secretariat, and to oversee their co-chair programme of work, bilateral engagement and event programme. This team is also responsible for Scottish Government's Climate Justice Fund and COP26 strategy.

The SG is seeking a supplier of consultancy support to support the development of a scoping study to enable the development of a strategy for how the Scottish Government can reach its aims for the Under2 Coalition and COP26. This Scoping Study will outline the approach and strategy by which the SG can, as a Co-Chair of the Under2 Coalition, influence a positive outcome from COP26 and deliver longer-term climate action and ambition by Coalition members and other regional and state governments.

¹ IPCC, 2021: Summary for Policymakers. In: Climate Change 2021: The Physical Science Basis. Contribution of Working Group I to the Sixth Assessment Report of the Intergovernmental Panel on Climate Change [Masson-Delmotte, V., P. Zhai, A. Pirani, S. L. Connors, C. Péan, S. Berger, N. Caud, Y. Chen, L. Goldfarb, M. I. Gomis, M. Huang, K. Leitzell, E. Lonnoy, J. B. R. Matthews, T. K. Maycock, T. Waterfield, O. Yelekçi, R. Yu and B. Zhou (eds.)]. Cambridge University Press. In Press.

² <https://unfccc.int/process-and-meetings/the-paris-agreement/the-paris-agreement>

³ <https://unfccc.int/news/climate-commitments-not-on-track-to-meet-paris-agreement-goals-as-ndc-synthesis-report-is-published>

The Scoping Study, informed by on-going consultation with the SG COP26 team, stakeholder engagement and desk review, will provide the SG the basis of an on-going strategy to influence states and regions to deliver ambitious climate action to deliver on the aims of the Paris Agreement. It will set out the aims, outcomes and outputs of such a strategy, as well as an early assessment of the data which should inform and support such a strategy. The Scoping Study will identify the key stakeholders, priority geographies and events (during and after COP26) which will be important to the SG in driving this strategy forwards. A suggested draft structure of the Scoping Study is presented in Annex 3, to be refined and finalised with the SG COP26 team during the consultancy.

As a deliverable of the Scoping Study, IOD PARC will produce a narrative and set of key messages to be deployed at COP26 and beyond. This narrative will be based on the aims of the SG (which will be explored and set out during the consultancy process) and from lessons learned from stakeholder engagement and desk review conducted by IOD PARC. This narrative and set of key messages will be produced in the third week of the five-week consultancy process, to allow for the SG to reflect on and respond to the narrative.

As another deliverable of the consultancy, IOD PARC will produce an assessment of what data, evidence and opinion exists to demonstrate the empirical and political value that state and regional governments can add to global climate action. This assessment will explore some of the dependencies at the strategic and sectoral level with national government action (where data is available) and will identify areas for further research – where data could usefully be developed in the future. The findings of the data assessment will be summarised in the scoping study.

Based on the content of the Scoping Study, IOD PARC will also produce a PowerPoint presentation outlining the importance and role of states and regional governments in global climate action.

The development of the presentation, and other aspects of the consultancy, will be supported by a limited (two-day) input from a graphic design expert from IOD PARC's Information and Design Hub (IaD). The IaD Hub will provide data visualisation graphics where possible to help deliver information in an accessible, user friendly manner. The Hub will support on the development of the summary PowerPoint presentation, ensuring that is of a sufficiently high standard to be shared with multiple audiences.

• Methodology

Our Approach

IOD PARC understands that this consultancy is shaped by a tight timeframe (1st of September to 30th September 2021) and limited availability of SG COP26 team to engage with the consultancy team. This consultancy is aimed at developing and handing over the basis of the strategy by which the SG can achieve a positive outcome at COP26 and contribute to global climate action. Consequently, **shared ownership** of the Scoping Study and the process which shapes it is essential. To meet these two needs, IOD PARC's proposes a **collaborative** approach with the SG COP26 team, where the consultancy is steered and guided by regular short check-in calls with IOD PARC. The frequency and scheduling of these calls can be determined at the start of the consultancy, with weekly calls (plus ad hoc calls as needed) being the suggested option from IOD PARC. Given the firm deadline of the consultancy, open and ongoing communications will help align the IOD PARC teams' efforts with meeting the aims and expectations of the SG.

IOD PARC’s model and ways of working provide **robustness** and **flexibility**, both of which will be of great benefit to this time-limited consultancy. We have a consulting staff of over 35 members and an in-house WASH and Climate team of eight members. We are able to draw on these resources to support the consultancy when needed, particularly should unforeseen circumstances arise which might impact on the team’s available (such as illness).

Strategic Mapping Exercise

Given the need for shared ownership of the Scoping Study, and strategy it forms the basis of, we propose commencing the consultancy with a strategic mapping exercise to explore and capture the aims of the Scottish Government at COP26; as an advocate for the role of state and regional government in addressing climate change; and in global climate action more broadly.

The strategic mapping exercise will be held remotely and led by [redacted], the Team Leader who has a significant track record of strategy development and organisation development activities with a range of international organisations. The exercise will consist of two parts, with both taking no longer than half a day.

Part 1: Identify aims

During this stage, IOD PARC will work with the SG COP26 team to identify and capture their desired aims and outcomes for COP26 and ongoing climate action beyond COP26. During this stage we will explore the following factors:

- The SG view on their role at COP26
- The SG view on the role of the Under2 Coalition at COP26
- The aims, desired goals, outputs etc. of the SG at COP26
- The aims, desired goals, outputs etc. of the Under2 Coalition at COP26
- **Contextual factors which might shape or otherwise impact on the SGs strategy:**
 - Important events at COP26
 - Priority geographies
 - Key stakeholders
- **The information/data that the scoping study should produce to inform and support the points above**

Part 2: Outline the strategy

During this stage, IOD PARC will work with the SG COP26 team to draw a line between the aims and outcomes previously identified and the activities and outputs required to achieve these aims. Working back from the desired aims in this manner allows for the “missing middle” between what the strategy aims to achieve and the actions needed to achieve it to be mapped out. During this process, the potential impact on the strategy from contextual factors (such as priority geographies and key stakeholders) will be considered and taken into account. We will consider the use of tools such as network analysis to explore the role of key stakeholders in this space, if appropriate.

Through this approach, based on “theory of change” methodology frequently employed by IOD PARC, the precise link between activities and the achievement of the long-term goals

are more fully understood. This leads to better planning, in that activities are linked to a detailed understanding of how change actually happens⁴.

Inquiry Methods

Key informant interviews (KIIs)

Remote KIIs will be a primary tool used by the consultancy team to engage with key stakeholders representing state and regional action against climate change. Stakeholders targeted for interview include the Climate Group; C40 Cities; the Global Covenant of Mayors; ICLEI, individual states and regions; and the COP26 High Level Champion team. These interviews will focus on gathering current thinking, lessons learned, identifying opportunities for the SG and sources of useful data.

Given the role of these interviews in developing the SG's thinking and strategy in the run-up to COP26, IOD PARC would welcome the presence of members of the SG COP26 team (where feasible).

Secondary data analysis

The consultancy team will conduct an assessment of what data and evidence exists to demonstrate the empirical and political value that state and regional government can add to global climate action. The team will review research papers, annual reports etc. published by sources such as the Climate Group; UK100; C40 Cities; the Global Covenant of Mayors; and ICLEI, as well as any academic literature which can be identified within the timeframe. Where possible, relevant quantitative data will be identified, such as tonnes of CO₂e emissions averted through particular state or regional actions.

Data and evidence will be sought on the dependencies at strategic and sectoral level with national government action; barriers and drivers to regional and state level involvement in national government action; and lessons learned from state/regional organisations and endeavours (such as C40 Cities).

The consultancy team will also identify areas in which further data could be usefully generated by further research, should they emerge during secondary data analysis.

The current plans within the SG and Under2 Coalition will be reviewed by the team to inform their approach to this consultancy.

The extent to which the available data can be thoroughly identified examined will naturally be limited, given the short timeframe and firm deadline of this consultancy. With this tight timeframe in mind, the consultancy team will focus on producing a high-level assessment of the data which is available in this field, without engaging in any deep analysis of the evidence identified.

This assessment of data will be delivered to the SG in a short report format, supported by data visualisation graphics developed by IOD PARC's IaD Hub⁵ to make this information more accessible.

⁴ <https://www.theoryofchange.org/what-is-theory-of-change/>

⁵ As described in the 'Our Understanding of this Assignment' section

– Staffing and Capability

The Proposed Team

We have selected a team who are highly suited to the criteria set out in the terms of reference. Our team is led by [redacted]

Profiles

[redacted]

[redacted]

[redacted]

[redacted]

⁶[redacted] (profile above) is not included in the skills matrix, as his role in this consultancy solely relates to providing graphic design support to the development of the presentation.

Skills Matrix

Skills and Experience	[redacted]	[redacted]	[redacted]
Knowledge of the international climate change system	✓✓✓	✓✓	✓✓✓
Knowledge and experience of international political strategy and negotiation	✓✓	✓✓✓	✓✓
Experience developing and drafting political strategies and/or business cases for, or on behalf of, governments	✓✓✓	✓✓✓	✓
Ability to develop productive relationships with senior staff quickly	✓✓✓	✓✓✓	✓✓✓
Experience of managing complex and multifaceted stakeholder relationships on behalf of government	✓✓✓	✓✓	✓
Experience gathering and analysing evidence to support strategy development	✓✓✓	✓✓✓	✓✓✓
Knowledge and experience of sub-state and regional political action and strategies	✓✓✓	✓✓	✓✓
Understanding of international climate networks for sub-national governments	✓✓	✓✓	✓✓✓

Legend Expert/Advanced

✓✓✓ Intermediate ✓✓

Basic knowledge/awareness ✓

Roles and responsibilities

[redacted]	[redacted]	[redacted]
<p>Responsible for:</p> <ul style="list-style-type: none"> • Overall project management • On-going communications and working relationship with SG • Leading strategic mapping exercise with SG team • Agreeing contents of the Scoping Study with SG • Conducting stakeholder interviews • Drafting Scoping Study 	<p>Responsible for:</p> <ul style="list-style-type: none"> • Conducting stakeholder interviews • Supporting drafting of Scoping Study 	<p>Responsible for:</p> <ul style="list-style-type: none"> • Reviewing current climate plans of SG and the Under2 Coalition • Assessment of data and evidence • Identification of events beyond COP26 that SG should participate in • Conducting stakeholder interviews • Supporting drafting of Scoping Study • Drafting summary PowerPoint presentation

Workplan

Stage	Activity	Timing	Schedule (Monday - Friday only)																													
			No of Days					Week 1					Week 2					Week 3					Week 4					Week 5				
			[redacted]	[redacted]	[redacted] Member)	[redacted] Design)	Total per person per stage	01/09/2021	02/09/2021	03/09/2021	06/09/2021	07/09/2021	08/09/2021	09/09/2021	10/09/2021	13/09/2021	14/09/2021	15/09/2021	16/09/2021	17/09/2021	20/09/2021	21/09/2021	22/09/2021	23/09/2021	24/09/2021	27/09/2021	28/09/2021	29/09/2021	30/09/2021			
	Scoping call(s) between IODPARC and SG	Week 1	0.50	0.50	0.50		1.50																									
	Weekly check-in call TODPARC and SG	Weeks 1-5	1.00	0.00	0.00		1.00																									
	Identify desired aims/outcomes of SG at COP26 and conduct strategic mapping exercise with IOD PARC & commissioning team	Week 1	0.50	0.50	0.50		1.50																									
	Agree contents of Scoping Study with SG	Week 1	0.25	0.25	0.25		0.75																									
	Review current climate plans of SG and the Under2 Coalition	Week 2			0.50		0.50																									
	Assessment of data/evidence	Week 2	0.25	0.25	6.00		6.50																									
	Key stakeholder engagement (4 interviews per day, per person)	Week 2 - 3	2.50	2.00	2.50		7.00																									
	Preliminary discussion on key messages/narrative (online)	Week 3	0.25	0.25	0.25		0.75																									
	Identify events beyond COP26 that the SG and Under 2 Coalition should participate in to meet their objectives	Week 3			0.50		0.50																									
	Draft scoping study	Week 3 - 5	3.00	1.50	1.50		6.00																									
	Draft summary PowerPoint presentation	Week 4 - 5			1.00	2.00	3.00																									
	Total Per Person		8.25	5.25	13.50	2.00																										
	Total Number of Days		29.00																													

Key: Activity
Deliverable



- [redacted]

[redacted]

– IOD PARC Experience

We have presented below selected examples of IOD PARC's relevant experience.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

- Annex 2 – Curricula Vitae

[redacted]

- Annex 3 – Scoping Study Table of Contents (draft, TBC)

- Introduction
- Background and Context
- Climate Goals of the Scottish Government
 - Goals of the Scottish Government at COP26
- Summary of Strategic Mapping Exercise
- Scottish Government COP26 Strategy Outline
 - Vision
 - Objectives
 - **Outputs**
 - Contextual Factors
 - Key Events
 - Priority Geographies
 - Supporting Evidence
- Narrative and Key Messages to Support the Strategy
- Ways Forward/Next Steps
- Summary

iod parc

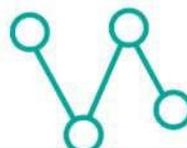
Prepared for // The Scottish Government,
Scottish Procurement & Property
Directorate

By // [redacted], Business Development
Officer,
[redacted]

D [redacted] [redacted]

IOD PARC is the trading name of
International Organisation Development
Ltd

Omega Court
362 Cemetery Road
Sheffield



[redacted]

[redacted]

[redacted]

[redacted]

SCOTTISH GOVERNMENT TERMS AND CONDITIONS 3 (SGTC3)

CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES (other than Works Consultancies)

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

1. DEFINITIONS In these Conditions:

“Contract” means the contract between the Client and the Consultant consisting of the Purchase Order, these Conditions and any other documents (or parts thereof) specified in the Purchase Order;

“Client” means the Scottish Ministers;

“Consultant” means the person, firm or company to whom the Contract is issued;

“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 UK GDPR; ‘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 Consultant under the same or similar circumstances.

“Information Commissioner” means the Commissioner as set out in Part 5 of the Data Protection Act 2018.

“Intellectual Property Rights” means all copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or developed in connection with this Contract by or on behalf of the Consultant;

“Personal Data” has the meaning given in the Data Protection Laws;

“Premises” means the location where the Project is to be performed, as specified in the Purchase Order;

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

“Project” means the services to be provided as specified in the Purchase Order;

“Purchase Order” means the document setting out the Client’s requirements for the Contract; “Schedule” means a schedule annexed to and forming part of these conditions; and “**Third country**” means a country or territory outside the United Kingdom.

“**UK GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.

2. THE PROJECT

2.1 The Consultant shall complete the Project with reasonable skill, care and diligence in accordance with the Contract.

2.2 The Consultant shall provide the Client with such reports of his work on the Project at such intervals in such form as the Client may from time to time require.

2.3 The Client reserves the right by notice to the Consultant to modify the Client’s requirements in relation to the Project and any alteration to the Contract fee or the completion date arising by reason of such modification shall be agreed between the parties. Failing agreement the matter shall be determined by arbitration in accordance with the provisions of Condition 21 (Dispute Resolution).

3. CONSULTANT’S PERSONNEL

3.1 The Consultant shall make available for the purposes of the Project any individuals named on the Purchase Order as key personnel. The Consultant shall provide the Client with a list of the names and addresses of all others regarded by the Consultant 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, specifying in each case the capacities in which they are so concerned and giving such other particulars and evidence of identity and other supporting evidence as the Client may reasonably require. The Client may at any time by notice to the Consultant designate any person concerned with the Project or any part of it as a key person. The Consultant 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 Consultant shall take the steps reasonably required by the Client, to prevent unauthorised persons being admitted to the Premises. If the Client gives the Consultant notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the Project, the Consultant shall take all reasonable steps to comply with such notice.

3.3 The decision of the Client shall be final and conclusive as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the Project or as to the designation or approval of key personnel and as to whether the Consultant has furnished the information or taken the steps required of the

Consultant by this Condition.

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

4. SECURITY AND ACCESS TO THE CLIENT'S PREMISES

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

4.2 The Consultant must comply with the Client's policies concerning Baseline Personnel Security Standard checks and such modifications to those policies or replacement policies as are notified to the Consultant from time to time.

4.3 The Consultant must notify the Client of any matter or other change in circumstances which might adversely affect future Baseline Personnel Security Standard clearance.

4.4 At the Client's written request, the Consultant must provide a list of the names and addresses of all persons who may require admission to the Client'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 Client may reasonably request.

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

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

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

4.8 The Client must provide advice and assistance acting reasonably to the Consultant to facilitate the Consultant's compliance with this Condition.

4.9 All decisions of the Client under this Condition are final and conclusive.

4.10 Breach of this Condition 4 by the Consultant is a material breach for the purposes of Condition 14.2 (Termination).

4.11 If cyber security requirements apply to this Contract:

4.11.1 then these are set out in a Schedule Part 2 (Cyber Security Requirements) to this Contract; and

4.11.2 in that case the Consultant shall comply with the provisions of Schedule Part 2 (Cyber Security Requirements)

4.11.3 and this Condition 4.11 shall not apply where the Contract does not include a Schedule Part 2 (Cyber Security Requirements).

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

“Consultant Representatives” means all persons engaged by the Consultant 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 Consultant);
- ♣ its agents, Consultants and carriers; and
- ♣ any sub-contractors of the Consultant (whether approved under Condition 17 (Assignment and sub-contracting) or otherwise).

5. CHANGE TO CONTRACT REQUIREMENTS

5.1 The Client may order any variation to any part of the Contract that for any other reason shall in the Client’s 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 Condition 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 Conditions 5.1 and 5.2 has affected or may affect the costs incurred by the Consultant in providing the Project services, the Consultant 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 Consultant in respect of the effect which such variation has had or may have on the costs incurred by the Consultant in providing the service) and may authorise such alteration to the sums to be paid to the Consultant in accordance with the provisions of the Contract as are, in the Client’s opinion, appropriate and reasonable in the circumstances.

FEEES AND EXPENSES

6.1 The Client shall pay to the Consultant fees and expenses at the rate specified in the Purchase Order.

6.2 The Consultant shall be entitled to be reimbursed by the Client only for expenses reasonably and properly incurred by the Consultant in the performance of the duties hereunder, subject to production of such evidence thereof as the Client may reasonably require.

6.3.1 Unless otherwise stated in the Contract, payment will be made within 30 days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the satisfaction of the Client.

6.3.2 In this Condition 6, ‘invoice’ includes an electronic invoice meeting all the requirements set out in regulation 70A of the Public Contracts (Scotland) Regulations 2015 or regulation 44A of the Concession Contracts (Scotland) Regulations 2016.

6.4 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

6.5 Notwithstanding Condition 17 (Assignment and sub-contracting) of this Contract the Consultant may assign to another person (an "assignee") the right to receive payment of the fees or expenses or any part thereof due to the Consultant under this Contract subject to (i) deduction of sums in respect of which the Client exercises its right of recovery under Condition 16 (Recovery of sums due) of this Contract and (ii) all the related rights of the Client under this Contract in relation to the recovery of sums due but unpaid. The Consultant shall notify or procure that any assignee notifies the Client of any variations to the arrangements for payment of the fees and expenses 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 the Client's arrangements for payment of the fees or expenses or for handling invoices.

7. AUDIT

The Consultant shall keep and maintain until 5 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 Consultant or in connection with any employees of the Consultant paid for by the Client on a time charge basis. The Consultant shall on request afford the Client or the Client's representatives such access to those records as may be required by the Client in connection with the Contract.

8. CORRUPT GIFTS OR PAYMENTS

The Consultant 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 Consultant is drawn to the criminal offences created by the Bribery Act 2010.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights in any material including but not limited to reports, guidance, specification, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs which are created or developed by the Consultant on behalf of the Client for use, or intended use, in relation to the performance by the Consultant of its obligations under the Contract are hereby assigned to and shall vest in the Crown absolutely.

9.2 Except as may expressly be provided for in the Contract, neither party acquires any interest in or license to use the other party's Intellectual Property Rights owned or developed prior to or independently of the Contract.

9.3 The Consultant must not infringe any Intellectual Property Rights of any third party in carrying out the Project or otherwise performing its obligations under the Contract. The Consultant shall indemnify the Client against all actions, claims, demands, losses, charges, costs and expenses which the Client may suffer or incur as a result of or in connection with any breach of this Condition 9.3.

9.4 The provisions of this Condition 9 shall apply during the continuance of this Contract and after its termination howsoever arising.

10. INDEMNITIES AND INSURANCE

10.1 The Consultant shall indemnify and keep indemnified the Client, the Crown, its servants and agents against all actions, claims, demands, costs and expenses incurred by or made

against the Client or the Crown, its servants or agents in respect of any loss or damage or personal injury (including death) which 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 Consultant, or the Consultant's servants or agents.

10.2 The Client shall indemnify the Supplier 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 Consultant acting in accordance with the Client's specific written instructions. This indemnity provision shall not apply if the Consultant-

(a) acts on the Client's specific written instructions but fails to notify the Client in accordance with Condition 24.11(c) (Data Protection) of this Contract;

(b) fails to comply with any other obligation under the Contract.

10.3 The Consultant (if an individual) represents that the Consultant is regarded by both the Inland Revenue and the Department of Social Security 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 Consultant by reason of this Contract.

10.4 The Consultant 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 Consultant contained in this Contract in the sum of £1 million at least in respect of any one incident and unlimited in total, unless otherwise agreed by the Client in writing.

10.5 If requested, by the Client the Consultant shall produce to the Client the relevant policy or policies together with receipts or other evidence of payment of premiums, including the latest premium due thereunder.

11. DISCRIMINATION

The Consultant 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 Client.

12. BLACKLISTING

The Consultant 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 Condition is a material default which shall entitle the Client to terminate the Contract.

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

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

13.2 The Consultant shall keep secret and not disclose and shall procure that the Consultant's employees keep secret and do not disclose any information of a confidential nature obtained by the Consultant 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 Consultant will be treated as commercial in confidence by the parties except that:

(a) The Consultant may disclose any information as required by law or judicial order to be disclosed.

(b) The Client may disclose any information as required by law or judicial order to be disclosed. Further, the Client may disclose all information obtained by the Client by virtue of the Contract 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 Client shall, if the Client sees fit, disclose such information but is unable to impose any restrictions upon the information that the Client provides to Members of the Scottish Parliament, (MSPs) or Members of the United Kingdom Parliament (MPs). Such disclosure shall not be treated as a breach of this Contract.

13.4 The provisions of this Condition 13 shall apply during the continuance of this Contract and after its termination howsoever arising.

13.5 The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOISA, the content of the Contract is not confidential information and the Consultant hereby gives its consent for the Client to publish the Contract in its entirety to the general public (but with any Information that is exempt from disclosure in accordance with the FOISA redacted) including any changes to the Contract agreed from time to time.

14. TERMINATION

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

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

(b) where the Consultant 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 Consultant to be wound up as an unregistered company; or

(c) where the Consultant 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 Condition 14.1, or if the Consultant 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 7 days of being required by the Client in writing to do so, or, where the Consultant is an individual, if the Consultant shall die or be adjudged incapable of managing his or her affairs within the meaning of the Adults with Incapacity (Scotland) Act 2000 or the Mental Health (Care and Treatment) (Scotland) Act 2003, the Client shall be entitled to terminate this Contract by notice to the Consultant with immediate effect.

14.3 The Client 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; or

(b) the Consultant 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.

14.4 The Client may also terminate the Contract in the event of a failure by the Consultant to comply in the performance of the Contract with legal obligations in the fields of environmental, social and employment law.

14.5 The Client shall be entitled to terminate this Contract by giving to the Consultant not less than 7 days' notice to that effect. In the event of such termination, the Consultant 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.

14.6 Termination 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 7 (Audit), 9 (Intellectual Property Rights) 13 (Official Secrets Acts, etc.) and 24 (Data Protection).

15. RETURN OF DOCUMENTS

15.1 The Consultant will return to the Client promptly upon the termination of the Contract 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 If the Contract has been terminated pursuant to Condition 14.5, the Consultant may retain any documents papers, materials or information which shall be required by the Consultant to prepare any report required under that paragraph. Promptly upon submission of the report to the Client, the Consultant will return any documents, papers, materials or information which the Consultant may have retained in terms of this paragraph.

16. RECOVERY OF SUMS DUE

Wherever under this Contract any sum of money is recoverable from or payable by the Consultant, that sum may be deducted from any sum then due or which at any later time may become due, to the Consultant under this Contract or under any other agreement or contract with the Client or with any department, agency or authority of the Crown.

17. ASSIGNATION AND SUB-CONTRACTING

17.1 The Consultant 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 Consultant of any obligation or duty attributable to the Consultant under the Contract or these Conditions.

17.2 Where the Client has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Consultant to the Client immediately it is issued.

17.3 Where the Consultant enters into a sub-contract must ensure that a provision is included which:

17.3.1 requires payment to be made of all sums due by the Consultant 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 Client has made payment to the Client in respect of the Project and the subcontractor's invoice relates to such Project then, to that extent, the invoice must be treated as valid and, provided the Consultant 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 Consultant, payment must be made to the sub-contractor without deduction;

17.3.2 notifies the sub-contractor that the sub-contract forms part of a larger contract for the benefit of the Client and that should the subcontractor have any difficulty in securing the timely payment of an invoice, that matter may be referred by the sub-contractor to the Client; and

17.3.3 in the same terms as that set out in this Condition 17.3 (including for the avoidance of doubt this Condition 17.3.3) subject only to modification to refer to the correct designation of the equivalent party as the Consultant and sub-contractor as the case may be.

17.4 The Consultant shall also include in every sub-contract:

17.4.1 a right for the Consultant 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 or contract award despite the existence of exclusion grounds) specified in Condition 14.3 occur; and

17.4.2 a requirement that the sub-contractor includes a provision having the same effect as 17.4.1 in any sub-contract which it awards. In this Condition 17.4, 'sub-contract' means a contract between two or more contractors, at any stage of remoteness from the Client 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.

18. NOTICES

Any notice given under or pursuant to the Contract may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by telex, telemessage, facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the Purchase Order, or to such other address as the party may by notice to the other have substituted therefor,

shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

19. STATUS OF CONTRACT

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

20. COMPLIANCE WITH THE LAW ETC.

In carrying out the Project and otherwise when performing the Contract, the Consultant must comply in all respects with:

20.1 all applicable law;

20.2 any applicable requirements of regulatory bodies; and 20.3 Good Industry Practice.

21. DISPUTE RESOLUTION

21.1 The parties must attempt in good faith to resolve any dispute between them arising out of or in connection with the Contract.

21.2 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 good faith, 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.

21.3 Any arbitration under 21.2 is subject to the Arbitration (Scotland) Act 2010.

22. HEADINGS

The headings to Conditions shall not affect their interpretation.

23. GOVERNING LAW

These Conditions shall be governed by and construed in accordance with Scots law and the Consultant 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 Consultant 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.

24. DATA PROTECTION

24.1 The Consultant acknowledges that any Personal Data described in the scope of Schedule Part 1 (Data Protection) will be Processed in connection with the Project under this Contract. For the purposes of any such Processing, Parties agree that the terms of this Condition 24 will apply where the Consultant acts as the Data Processor and the Client acts as the Data Controller.

24.2 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 the Data Protection Laws. The provisions of this Condition 24 are without prejudice to any obligations and duties imposed directly on the Consultant under the Data Protection Laws and the Consultant hereby agrees to comply with those obligations and duties.

24.3 The Consultant will, in conjunction with the Client and in its own right and in respect of the Project, make all necessary preparations to ensure it will be compliant with the Data Protection Laws.

24.4 The Consultant will provide the Client 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.

24.5 The Consultant must:

24.5.1 process Personal Data only as necessary in accordance with obligations under the Contract and any written instructions given by the Client (which may be specific or of a general nature), including with regard to transfers of Personal Data to a third country other than within the European Economic Area unless required to do so by European Union or domestic law or Regulatory Body to which the Consultant is subject; in which case the Consultant must, unless prohibited by that law, inform the Client 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 Consultant's obligations under this Contract or as is required by the law;

24.5.2 subject to Condition 24.5.1 only process or otherwise transfer any Personal Data in or to any third country other than within the European Economic Area with the Client's prior written consent;

24.5.3 take all reasonable steps to ensure the reliability and integrity of any Consultant Personnel who have access to the Personal Data and ensure that the Consultant Personnel:

(a) are aware of and comply with the Consultant's duties under this Condition;

(b) are subject to appropriate confidentiality undertakings with the Consultant 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 Client or as otherwise permitted by this Contract; and

(d) have undergone adequate training in the use, care, protection and handling of Personal Data.

24.5.4 implement appropriate technical and organisational measures in accordance with Article 32 of the UK 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.

24.6 The Consultant shall not engage a sub-contractor to carry out Processing in connection with the Project without prior specific or general written authorisation from the Client. In the case of general written authorisation, the Consultant must inform the Client of any intended changes concerning the

addition or replacement of any other sub-contractor and give the Client an opportunity to object to such changes.

24.7 If the Consultant engages a sub-contractor for carrying out Processing activities on behalf of the Client, the Consultant 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 Consultant shall remain fully liable to the Client for the performance of the sub-contractor's performance of the obligations.

24.8 The Consultant must provide to the Client reasonable assistance including by such technical and organisational measures as may be appropriate in complying with Articles 12-23 of the UK GDPR.

28.9 The Consultant must notify the Client 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 Information Commissioner 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 Client from time to time.

24.10 Taking into account the nature of the Processing and the information available, the Consultant must assist the Client in complying with the Client'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 UK 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 Client without undue delay and in any event no later than 24 hours after becoming aware of a Personal Data breach;

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

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

(e) supporting the Client with regard to prior consultation of the Information Commissioner.

24.11 At the end of the Contract in relation to any processing carried out by the Consultant in respect of the Project, the Consultant must, on written instruction of the Client, delete or return to the Client all Personal Data and delete existing copies unless European Union or domestic law requires storage of the Personal Data.

24.12 The Consultant must:

(a) provide such information as is necessary to enable the Client to satisfy itself of the Consultant's compliance with this Condition 24;

(b) allow the Client, 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 Condition 24 and contribute as is reasonable to those audits and inspections;

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

24.13 The Consultant must maintain written records including in electronic form, of all Processing activities carried out in performance of the Contract or otherwise on behalf of the Client containing the information set out in Article 30(2) of the UK GDPR.

24.14 If requested, the Consultant must make such records referred to Condition 24.12 available to the Information Commissioner on request and co-operate with the Information Commissioner in the performance of its tasks.

24.14 Parties acknowledge that the inspecting party will use reasonable endeavours to carry out any audit or inspection under Condition

24.13 with minimum disruption to the Consultant's day to day business.

SUPPLEMENTARY NOTICE LATE PAYMENT OF INVOICES Consultants to the Scottish Government are requested to address complaints regarding late payment of invoices to, in the first instance, the addressee of the invoice and, in the second instance to the Director of Procurement, Area 3A South, Victoria Quay, Edinburgh EH6 6QQ. Telephone 0131-244-3878. This procedure is suggested as the best practical way of ensuring problems of late payment are resolved, and is not intended to interfere with Consultants' legal rights.

THIS NOTICE DOES NOT FORM PART OF THE CONDITIONS OF CONTRACT.