



Transport Scotland Social Research: Handbook for Contractors

This handbook sets out the framework for engagement between Transport Scotland and contractors engaged in social research. It contains an outline of the tendering process for research, guidance on completing an expression of interest, guidance on writing for social research, guidance on the house style for written Research Reports and the template for the Research Summary, details on the payment procedures, and an outline of the publication process for research. It also contains the most recent conditions of contract for contracts with Transport Scotland.

Transport Scotland commissions, funds, assists and conducts a range of transport related research and analysis. Research and analysis plays a key role in underpinning Transport Scotland policies and delivery. Research supports the development, implementation and evaluation of policy and delivery. This helps to ensure that policy debate is informed by the best research evidence and thinking from across the social sciences and engineering.

Some of this work is carried out by staff within the Agency whilst other research is commissioned externally. See [Public Contracts Scotland](#) for any new research opportunities.

We publish our research findings in the form of [research publications](#), including research reports and research summary documents.

If you would like to know more about the work we do then [contact us](#).

This document is available in Microsoft word, and PDF formats.



Social Science in Government

Last Update 13th February 2012

Outline of the Handbook

- Section 1: [Research Tendering Process](#) Information on Transport Scotland's process for commissioning Social Research.
- Section 2: [Completing an Expression of Interest \(EOI\) form](#) Guidance for contractors on the advertisement of Transport Social Research contracts and the completion of an Expression of Interest form.
- Section 3: [Writing for Transport Social Research](#) Instructions for contractors on writing Transport Social Research outputs.
- Section 4: [Guidance on Formats and Styles for Transport Scotland Research Reports](#) and a template for the [Research Summary](#). To be used by contractors for drafting Transport Social Research Reports and Research Summaries.
- Section 5: [Payment Procedures](#) Details on Transport Scotland purchasing procedures.
- Section 6: [Standard Conditions](#) Standard Terms and Conditions for Transport Social Research contracts.

Section 1: The Research Tendering Process

Transport Scotland's social research is usually commissioned through competitive tendering, though Transport Scotland is not always required to do this. This is where a selected number of researchers or organisations who have submitted an expression of interest, are invited to tender for the work as set out in a research specification. Procurement legislation states that we are unable to fund unsolicited proposals. The following information covers the broad principles of commissioning social research for Transport Scotland.

Expressions of Interest

Contractors who wish to be considered for inclusion on tender lists for any of the new projects outlined in the research programmes are invited to complete an 'expression of interest' form for each project. Transport Scotland research projects will normally be advertised through the [Public Contracts Scotland](#) website. Potential contractors are advised to register there and then check for any relevant contracts. Public Contracts Scotland RSS feeds and procurement apps are also available.

Invitations to Tender

The tender process is carried out using [Public Contracts Scotland](#). Selected tenderers will be invited to tender and sent a detailed specification describing the proposed research. The specification sets out the background, the aims of the research, what contractors are expected to provide in the tender and a date for receipt of tender. A copy of the [Standard Conditions](#) which govern Transport Scotland's research contracts will also be provided.

Assessment of Tenders

Tenders will be assessed by the project manager in consultation with appropriate policy clients. Overall assessment will be concerned with value for money taking into account the quality and cost of the contractor's proposals. Criteria for each individual project will be listed in the tender specification and may vary by project. However in general assessments will focus on:

- The contractor's understanding of the issues to be addressed
- Experience of previous relevant research and knowledge of the policy area
- The appropriateness of the proposed research methods, output and timetable
- Arrangements for managing the research
- The proposed costs and distribution of resources

Awarding of Contracts

The assessment of tenders normally results in the selection of a preferred tender, although Transport Scotland is not bound to accept any tender. On occasion, some tenderers may be invited to make a presentation of their proposal to assist in the assessment and selection. A formal contract is then finalised between Transport

Scotland and the successful tenderers. All tenderers are informed of the outcome of the tendering process in writing.

Section 2: Completing an Expression of Interest Form

What is an Expression of Interest (Eol) form?

The Expression of Interest form is the principal method for drawing up the tender short list for a project. It forms the first part of a restricted two stage tendering exercise. It allows social research procurers to identify what skills, resources, and capacity an interested organisation can bring to an advertised project. To ensure that we achieve value for money when awarding a contract it is essential that we can select from a sufficient number of competent, financially sound suppliers with adequate capacity to undertake the work.

The Eol form is a 'backwards looking' exercise highlighting what existing qualities and skills a contractor can bring to a job. The form is similar to the Post Qualification Questionnaire (PQQ) used by Scottish Procurement Directorate (SPD) and other procurers of public sector contracts.

Why is the Eol form structured in this way?

EU Procurement rules allow procurers of goods and services to collect 3 types of information on contractors when drawing up a shortlist of those invited to tender: financial capacity, technical capacity and ability to carry out the project. We have developed the Expression of Information form to allow us to consistently collect this information from contractors when drawing up such a list. The document is divided into a number of distinct sections:

A - Project Of Interest (Title of project);

B - Background Information (contact details of your organisation);

C - Relevant Qualifications And Experience (expertise of staff and details of relevant recent work);

D - Financial Status (financial information about your organisation; only for projects over £200,000).

How much information should I provide?

The completed form should not exceed 3 pages including the Transport Scotland text and frames. It is also worth noting that your responses to the questions in Section C should be restricted to approximately 100 words each.

Do I need to provide financial information about my organisation?

For procurement of most projects over £200,000 we also require financial information about your organisation (if applicable please see details on form). If applicable, you should submit one copy of your organisation's audited accounts (or equivalent) and the accounts of your group (if any) for the last 2 years in English and in UK Sterling together with details of any significant changes since the last year end. Copies of the accounts should be signed and dated by Directors and auditors (preferably scanned, if being submitted electronically) or marked as draft. We do not require educational institutions (and / or departments and units based in these institutions) to provide this information.

This information will be used by the Transport Scotland's Accountancy Services Team to carry out a financial assessment of all interested organisations. The financial assessment is to alert us to any contractor who may have financial difficulties which could endanger their ability to perform the contract.

Can the information I provide on the form be released under Freedom of Information?

Yes. All information submitted in the Expression of Interest form (including your identity) may need to be disclosed and/or published by Transport Scotland following a request under the Freedom of Information (Scotland) Act. If you consider that any of the information included in this form is commercially confidential please identify it and explain (in broad terms) what harm might result from disclosure and/or publication. It should be remembered though, that, even where you have indicated that information is commercially sensitive, Scottish Ministers may disclose this information where they see fit. Receipt by the Scottish Ministers of any material marked 'confidential' or equivalent should not be taken to mean that the Scottish Ministers accept any duty of confidence by virtue of that marking.

How will the information I provide be assessed?

Once the closing date for expressions of interest has passed, all completed forms will be assessed by the research manager. Particular attention will be given to relevant previous experience and your capacity to carry out the work, so it is important that the information you provide is applicable to the requirements and criteria outlined in the form and in the accompanying advertisement.

Only a limited number of contractors will be invited to tender and the submission of an expression of interest should not be taken as a guarantee of inclusion on the shortlist. Those who are not being invited to tender will be notified.

Further information

If you have any further queries about completing the form please contact the project manager listed on the Expression of Interest form.

Section 3: Writing for Transport Scotland Social Research – Contractor Instructions

Background

Social Research (SR) commissioned by Transport Scotland (TS) is used to provide evidence to inform transport policy and delivery. Publications from these projects play an important role in ensuring that this information is used as widely as possible. For most projects we request that contractors produce a written final report and a short research summary document. The final report presents the research data collected by a project. We may also require other, shorter reports during the duration of a project. The research summary document outlines the findings of the research project and highlights the key messages. Such outputs should be written in a language and follow a style / layout which is clear, concise and jargon free, and suitable for a wide audience. Documents are then published on Transport Scotland's research webpage (<http://www.transportscotland.gov.uk/analysis/research>). Transport Scotland is keen that all research outputs are of the highest possible quality, and recognise that to achieve this every stage of the research process (including research design and analysis) must adhere to certain standards. These include following ethical and procedural principles, and also ensuring that the research project is both carried out and reported transparently and objectively. This guidance provides further information on writing and producing such documents.

Key stages in writing for Social Research

The process of thinking about end of project publications should begin on the day you sign the contract letter. Outlined below are the five key stages on writing for social research:

Step 1: Starting-up

The contract letter issued at the start of each project outlines what final research outputs will be required. On accepting this contract you should begin to consider how the information you collect will be reported in the outputs and discuss this in your inception meeting with the TS project manager. Considering the final research outputs right from the start, and how material will be organised will make the writing of the end of project documents easier.

Step 2: Doing the research

Throughout the project you should have regular discussions with the TS project manager on the final outputs and how they will be structured. Remember to organise the information / data as it is collected so that it can be readily reported.

Step 3: Submitting draft reports

As the project nears an end you should provide a draft copy of the final report to the research manager by the date indicated in the contract letter. This draft should be fully proof-checked, and of a publishable standard. The research manager will circulate the draft to the main clients of the work, and the

Advisory Group members for comments. You should be aware that a number of drafts of final outputs may be required before approval is given for publication. Peer reviews of the outputs may also be carried out.

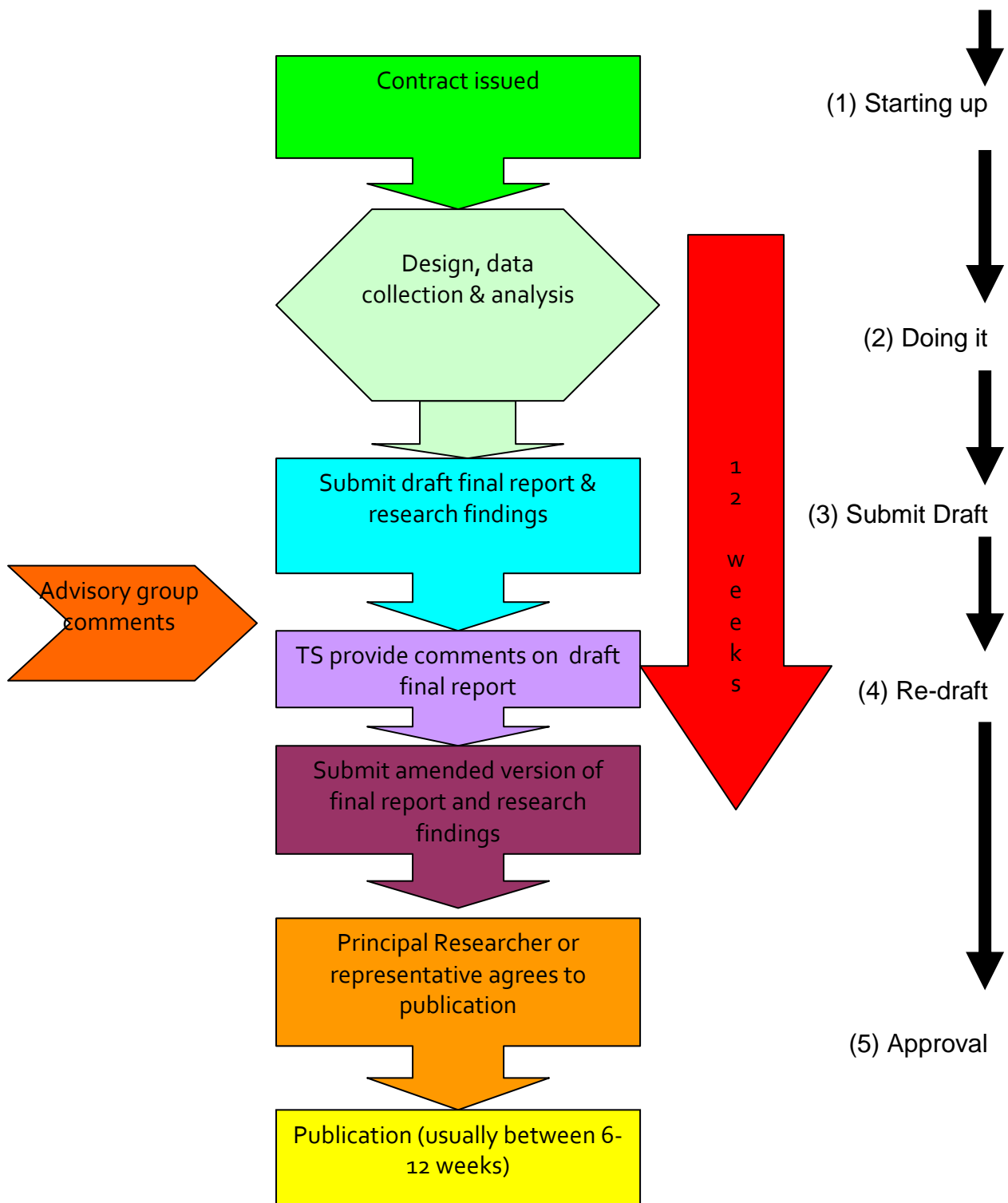
Step 4: Finalising reports

The TS project manager will collect together comments on the first draft which they will forward to you. Drawing upon these you will be responsible for making these changes to the report. The final versions of these research outputs should be submitted fully proof checked and ready for publication. You will usually be given up to 1 month to complete these amendments.

Step 5: Approving

Once the project manager is satisfied with the quality of reports they will forward these on to the Principal Researcher or their nominee, who will decide if the report(s) is of a publishable quality. The approver will assess the reports against a number of quality standards, including how well the methods are reported, the meaning of the research expressed in policy relevant terms, and the style and length. When approval is given final preparations for the publication of the reports will be made, and the final payment instalment will be made. Following approval, the documents are usually published by Transport Scotland within 6 -12 weeks. However there may be exceptions to this when for instance a publication is delayed due to linking it to a planned event (e.g. announcement of new policy, or major conference), or when it is agreed to 'bundle' linked research and other analytical outputs together.

Figure 1: Key Stages



The next section highlights the house style of Transport Social Research publications, with information on writing reports and the Research Summary document.

Social Research House Style

Publication Templates

The text for both the reports and research summary **must follow** the house style as detailed below..

Plain English

Language used in both documents must be in plain English

(<http://www.plainenglish.co.uk/howto.pdf>) as many of the readers will not be experts in the subject area of the report, nor in the 'technical' methods used in the research. Some Plain English Essentials we expect to be addressed in these outputs are outlined below:

Plain English Essentials

Avoid long and complex sentences and paragraphs to keep the content of the report clear and concise.

Bullet Points, Footnotes, Diagrams, Tables Charts And Illustrations can make the report clearer and emphasise main findings.

Avoid jargon – force yourself to look for an everyday term (e.g. use health, rather than 'health status').

Tenses should be used consistently throughout the report. Information relating to methods and research findings are best presented in the past tense, highlighting the fact that the research has been carried out and what was found.

Ensure the style of writing is consistent throughout the report particularly if a number of writers have been involved with the drafting.

Abbreviations of terms or acronyms (e.g. SAC for Scottish Arts Council) should be made clear to the reader at the beginning of the report, and then the abbreviation or acronym referred to in text throughout the remainder of report.

The next section provides some key issues to consider when drafting a final report.

Producing a Research Report

Research reports, particularly end of project reports are an important tool for presenting the research data collected, and also drawing out any relevant implications for policy makers. Writing a research report for a government agency is not the same as writing an article for an academic journal, or a consultancy report. It has a different objective, and it takes a different approach. Usually the early drafts of a report will be discussed by members of a research advisory group, who may be able to offer guidance on style and language, and what they find most useful.

Reports should be clear and accessible to the reader, and in general should be no longer than 50 pages (excluding annexes) when finalised in single spacing (some projects managers may request that the page limit is less – check the contract letter).

The material contained in the annexes should also be formatted in the TS House Style. Annexes can be used to provide the results of detailed analyses, full description of research methods used (e.g. sampling strategies and response rates) and the research instruments used. If your report uses technical terms then a glossary should be included at the end of the document.

To take account of the views of the project manager, policy makers and the advisory group you may be required to produce more than one draft of the final report before a final draft is signed off. All of the drafts should be of a publishable, high professional standard, and the final version should be fully proof-checked and capable of withstanding peer review.

When drafting the report you should consider the following issues (CAR):

- **Context:** outline the policy issue or managerial problem the research was seeking to address, as well as the aims and objectives of the project. Refer back to these throughout the report, and also highlight if these were redefined at any point. Highlight earlier research and the contribution current research may make.
- **Approach:** Outline your methods, including the design of the study, the sources of data and details on the sample, the response rate and analysis techniques. You should outline your approach as transparently as possible so that it can be scrutinised for quality / relevance / robustness. There should be clear documentation that the methods were implemented, along with a record of any changes. Describe how you worked with policymakers / decision makers on the project.
- **Results:** Summarise your results to show how they support the conclusions you have presented highlighting themes and messages. Conclusions should be drawn on the basis of the findings. However if they are inferred from external material / other sources then this should be made clear. Use graphs and tables if they will improve understanding.

Reports should begin with an Executive Summary, and should usually include a short research methods chapter. There should be summaries at the end of each chapters and clear signposting between and within each chapter.

Producing A Research Summary Document

The *Research Summary* document (4 pages in length) provides a summary of the research project and highlights the key messages from the project. It is a stand-alone document, although it complements the project's final report. There are two key sections to the document:

Front page – Main findings

The front page comprises a short paragraph which should set the context for the research and 8-10 bullet points on the main findings of the research. Where possible these bullets should be a clear statement of the main findings expressed in a way which will be of interest to policymakers. When drafting the main findings page

consider your audience – who are they and what do they most need to know about what you have learned? You should not attempt to produce definitive recommendations from research that does not offer such recommendations.

Executive Summary

The remaining part of the *Research Summary* is the Executive Summary. These are your findings condensed to serve the needs of the policymaker / decision maker, who will want to know quickly whether the main report is likely to be useful. Each section of the paper must have a short explanatory heading. Start by outlining the issues you were looking at, then (very briefly) state the aims and objectives of the research and how you carried it out. Concentrate on getting the essence of your research across and summarise your findings clearly and succinctly. Where possible the Research Summary should highlight what particular contribution / added value the research has made to evidence / practice.

Other Research Reports

Throughout the research contract you may be requested to provide other types of research documents such as inception, progress and interim reports. The contract letter will provide further information on whether and when these reports are required. The TS project manager will be able to provide further advice on the content of these reports.

Other research reports

Inception Report - produced shortly after the project start and used to develop ideas and themes set out in the successful tender.

Progress Report - should be brief and contain information about the research process and describe any revisions to the project.

Interim Report – focuses on preliminary analyses and the research findings to date.

Further guidance

If you require further guidance on producing research reports and research findings document please discuss with the project manager.

Writing for Social Research Essentials

- Start thinking about and discussing the end of project publications as soon as you are awarded the contract.
- Use the downloadable document templates.
- Where possible use plain English.
- Do not exceed the maximum page length for reports.

Section 4: Guidance on Formats and Styles for Transport Scotland Reports

Transport Scotland's Social Research Publications conform to a house style. There are two separate styles, one for Research Reports and the second for Research Summaries, both of which are outlined below.

Research Reports: We do not have a template for our Research Report publications, but instead ask that the following conventions are adhered to: firstly that a coversheet is included as specified below; secondly that there is a contents page which links to the relevant sections; thirdly that there is clear use of headings, chapter headings, and sub headings; finally that reports use the fonts, table styles and other elements of the house style detailed below.

Research Summaries: The template for our Research Summary publications is supplied below, and we ask that it is strictly adhered to.

1. [Cover Sheet]

**[INSIDE COVER PAGE: TITLE + SUBTITLE WHERE APPROPRIATE
BLOCK CAPS, FONT 14, BOLD, LEFT JUSTIFIED]**

**[Author(s)/Company
Title Case, Font 14 Bold, left justified]**

Transport Scotland 20[Year]
[Title Case, Font 14, left justified]

2. Further Guidance on Fonts and Styles. All reports should follow the guidance as below, which is written in the fonts and styles expected of contractors.

1. USING CHAPTER AND SUBHEADING STYLES, AND PARAGRAPH NUMBERING

1.1. The Chapter heading must use the 'Chapter Heading' style. This style will automatically put the title in capitals, Arial 14 format and be left justified. It will also add the chapter name to the Table of Contents.

Subheading 1 [style name]

1.2. No more than three levels of sub-heading should be used.

Subheading 2 [style name]

1.3. The Subheading 2 style is illustrated above.

2. USING TABLES

2.1. The following table gives an overview of all of the style names available for use in the template and is also the standard table layout to be used in a report. Data should be reported in the table standard. Table text is normally Arial 10 point.

Table 2.1 (manual numbering): Customised styles for Transport Scotland Social Research reports

Area of report	Name of customised style	Description
Cover & title page	Front cover	14 pt Arial – all caps – bold – left
Cover & title page	Inside cover title	14 pt Arial – all caps – bold – left
Cover & title page	Author/affiliation	14 pt Arial – title case – bold – left
Cover & title page	Transport Scotland Social Research	14 pt Arial – title case – left
Contents page Heading	Contents heading	14 pt Arial – all caps – bold- left
Contents: chapter Headings	<i>Use Table of Contents, Formal Style (no tab leader)</i>	10 pt Arial – all caps
Contents: sub Headings	<i>Use Table of Contents, Formal Style (no tab leader)</i>	10 pt Arial – sentence case
Main report	Chapter headings	14 pt Arial – all caps – bold – left
Main report	Subheading 1	12 pt Arial – sentence case – bold – left
Main report	Subheading 2	12 pt Arial – sentence case – underlined – left justified
Main report	Subheading 3	12 pt Arial – sentence case – Italics – left justified
Main report	Body text	12 pt Arial - with paragraph numbering
Main report	Normal text	12 pt Arial – left
Main report	Quote	12 pt Arial – italics – left - Indented
Main report	Heading for charts/tables	12 pt Arial – sentence case - bold – left
Main report	Footnote text	10 pt Arial – left

- Notes to tables should be below the table/ figure in font size 10.

3. OTHER DETAILS OF THE TRANSPORT SCOTLAND SOCIAL RESEARCH HOUSE STYLE

Further information (in alphabetical order) is provided below on the Transport Scotland Social Research publication house style.

- *BLANK PAGES: Avoid inserting blank pages*
- *FONT / FONT SIZE: Standard text is Arial 12pt.*
- *FOOTNOTES: Footnotes¹ should be typed in 10 point text and should be separated from the main text by a short, left justified line (see below). To insert a footnote select from the menu bar Insert << Reference << Footnote to add a footnote. The next footnote number in a sequence is generated, and the footnote text can be edited.*
- *HEADING SPACING: A single line should be inserted both before and after each Heading.*
- *JUSTIFICATION: All paragraph text should be left justified.*
- *LINE SPACING: Single-spaced and fully justified.*
- *MARGINS: All margins in the document are set for 1 inch or metric equivalent.*

3.1. PAGE NUMBERING: Should begin with the first chapter. Page numbering should be plain numbering (i.e. 1,2,3), right justified, at the foot of the page and start from the first chapter which generally is the Executive Summary.

- *PARAGRAPH NUMBERING: All paragraphs should be numbered and follow the format 1.1, 1.2...The first number should correspond with the number of the chapter. MS Word provides a function which will automatically add paragraph numbers which you may find useful.*
- *PARAGRAPH SPACING: A single line should be included between each paragraph.*
- *QUOTES: Quotes should be presented in Arial 12pt – italics – left justified. The Style ‘Quote’ will automatically indent the text in the correct way:
This paragraph uses the ‘quote’ style, which converts the text to use italics in the paragraph, and indents the paragraph.*
- *REFERENCES: should be listed in the Harvard style e.g. Scottish Government Social Research (2008) Writing for Social Research, Edinburgh: Scottish Government.*

¹ They should be cross-referenced in the text using consecutive numbers throughout the report. They should be in super-script at the appropriate point.

The following page is the template for the four page Transport Research Summary:

Transport Research Summary 20[year]

Full Title

Author(s)

[Short paragraph to set the context for the research]

Main Findings

- [8-10 key message bullets]

Heading

[The remaining part of the document should be a summary of your findings. These should be written in a way that serves the needs of the policy/decision-maker, who will want to know quickly whether the main report is likely to be useful.]

Heading

[Each section of the paper must have a short explanatory heading.]

Heading

[Start by outlining the issues you were looking at, then (very briefly) state the aims and objectives of the research and how you carried it out. Concentrate on getting the essence of your research across and summarise your findings clearly and succinctly.]

This document, along with full research report of the project, and further information about social and policy research commissioned and published on behalf of the Transport Scotland, can be viewed on the Internet at:
<http://www.transportscotland.gov.uk/analysis/research/publications>. If you have any further queries about social research, or would like further copies of this research findings summary document or the full research report, please contact us at info@transportscotland.gsi.gov.uk or on 0141 272 77100.



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Section 5: Payment Procedures

EASEbuy eProcurement is our main purchasing tool in conducting business with you.

- After being awarded a contract and returning your signed contract with your BACS payment details and contact information, you will be issued with a Purchase Order. This will be emailed to you directly. Please keep this information safe as you need to quote the Purchase Order number on all invoices.
- Ensure that all invoices for the Transport Scotland are sent to the invoice address on the purchase order note (this address is for a central invoice processing team established to help speed up payments). Also send a copy of the invoice to your project manager, but clearly marked 'copy'.
- When issuing your invoice to us, make sure it quotes the Purchase Order number. Without it, we cannot carry out a matching process and release your invoice for payment. As a result the invoice may have to be returned to you for re-issue quoting the Purchase Order number. This will delay payment to your business.
- Your Purchase Order number will be renewed each financial year (i.e. 1 April-31 March). You will receive this in an email at the start of the new financial year. Please ensure you update your Purchase Order number and quote the correct one on your invoice.
- If by some chance a Purchase Order number is not supplied, contact the project manager who will arrange for one to be issued.

For further information contact Transport Scotland Finance and Analytical Services on 0131 244 7265 or Email: Campbell.Maclean@transportscotland.gsi.gov.uk.

Section 6: Standard Conditions of Contract

Transport Scotland

CONDITIONS OF CONTRACT FOR TRANSPORT SCOTLAND SOCIAL RESEARCH

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

1. DEFINITIONS

In these Conditions:

'Client' means the Scottish Ministers;

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

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

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

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

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

2. THE PROJECT

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

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

2.3 The Contractor shall if appropriate in terms of the Project conduct its research with a view to reaching an evidence based conclusion or set of conclusion(s), shall provide evidence for any such conclusions, shall be able to demonstrate a clear line of reasoning in the reaching of such conclusion(s) and, where opinions or claims are proffered or necessary in relation to research findings or conclusions, be able to substantiate such with clear and accurately recorded data. Should the Project not require conclusions or a final report the Contractor shall nevertheless carry out the Project with due diligence, care and attention.

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

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

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

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

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

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

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

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

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

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

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

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

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

to meet its obligations in terms of this contract.

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

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

(a). vary the Project or any part of it so that the Project may be completed without exceeding the contract budget; or

(b). extend the completion date; or

(c). increase the expenditure specified in the Contract; or

(d). terminate the contract by giving the contractor not less than 7 days notice to that effect.

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

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

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

2.16 The Scottish Ministers shall not be liable to indemnify the Contractor against claims for compensation, redundancy payment, or any

other claims for which the Contractor may become liable as an employer.

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

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

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

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

3. CONTRACTOR'S PERSONNEL

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

3.2 The decision of the Client shall be final and conclusive as to whether any person is or is not to become involved in or to be removed from involvement in the Project, or as to the designation or approval of key

personnel, or as to whether the Contractor has furnished the information or taken the steps required of him by this Condition .

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

4. ASSIGNATION AND SUB-CONTRACTING

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

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

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

5. CHANGE TO CONTRACT REQUIREMENTS

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

5.2 Save as otherwise provided herein, no variation of the Project as provided for in Clause 5.1 hereof shall be valid unless given or confirmed in the form of an order given by the Client. All such orders shall be given in writing provided that if, for any reason, the Client shall find it necessary to

give any such order orally in the first instance, the Contractor shall comply with such oral order which must be confirmed in writing by the Client within 2 working days of the giving of such oral order by the Client, failing which the variation made by such oral order shall cease to have effect on the expiry of the said 2 working day period.

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

6. FEES AND EXPENSES

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

7. AUDIT

The Contractor shall keep and maintain until 3 years after the Contract has been completed records to the satisfaction of the Client of all expenditures which are reimbursable by the Client and of the hours worked and costs incurred by the Contractor or in connection with any employees or contractors of the Contractor

paid for by the Client on a time charge basis. The Contractor shall on request afford the Client or its representatives such access to those records as may be required by the Client in connection with the Contract.

8. CORRUPT GIFTS OR PAYMENTS

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

9. PATENTS, INFORMATION AND COPYRIGHT

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

Contract, or in terms of clause 9.3 below), without the prior written consent of the Client use or disclose any such reports, documents, specifications, instructions, plans, drawings, patents, models, designs or other material as aforesaid or any other information (whether or not relevant to this Contract) which the Contractor may obtain pursuant to or by reason of this Contract, except information which is in the public domain otherwise than by reason of a breach of this provision, and in particular (but without prejudice to the generality of the foregoing) the Contractor shall not refer to the Client or the contract in any advertisement without the Client's prior written consent.

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

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

- 9.3 The Contractor may on non-exclusive terms and throughout the world reproduce, re-use, and base work on any reports, documents, specifications, instructions, plans, drawings, patents, models, designs, software, source codes, or other material, (all hereinafter referred to as "Project Outcomes"), which are created or prepared by the Contractor in terms of meeting the

aims of the Project under the Contract for the purposes of non-commercial research under the Copyright, Designs and Patents Act 1988 without requiring permission or a licence. All other re-use, including re-use for the purpose of commercial research, shall be subject to licence terms available from the Queen's Printer for Scotland. Details of how to apply online for a click-use licence can be found on the www.opsi.gov.uk website.

- 9.4 The operation of clause 9.3 above shall be subject to the provisions of clause 13.1 to 13.8.
- 9.5 The provisions of this Condition 9 shall apply during the continuance of this Contract and after its termination howsoever arising. However, notwithstanding the above, should this Contract be terminated by the Client due to a default on the part of the Contractor, (included within such a breach of clauses 2.1 – 2.7), or a termination in terms of clause 14.3, then the licence provided by the Client in terms of clause 9.3 shall be revoked.

10. INDEMNITIES AND INSURANCE

- 10.1 The Contractor shall **indemnify** and keep **indemnified** the Client, the Crown, its servants and agents and any persons who provides the Contractor with data in connection with the Project (hereinafter referred to as the "Data Providers"), against all actions, claims, demands, costs and expenses incurred by or made against the Client or the Crown, its servants or agents or the Data Providers in respect of any loss or damage or personal injury (including death) which directly arises from any advice given or anything done or omitted to be done under this Contract to the extent that such loss, damage or injury is caused by the negligence or other wrongful act of the Contractor, its servants or agents.
- 10.2 The Contractor's total liability to the Client arising from or in connection with the performance of the Project and this Contract whether arising in contract or delict (including negligence) or otherwise howsoever shall be no more than £1,000,000. However nothing in this clause shall limit the Contractors liability for death and personal injury which is caused by the negligence of the Contractor
- 10.3 Neither party shall be liable whether in contract or delict (including negligence) or

otherwise howsoever for any indirect or consequential loss or damage.

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

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

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

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

11. DATA PROTECTION

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

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

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

collected on behalf of the Client and may be passed to the Client for its use in accordance with the reasons for collection given to the data subjects by the Contractor.

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

11.5 The Contractor shall ensure that all such employees referred to in Clause 11.4 shall have to comply with robust password security in order to access personal data. The Contractor shall ensure that each such employee has a user account on each of the Contractor's IT systems on which personal data is stored. Further, the Contractor shall ensure that each employee uses a password unique to them to access each of their user account(s). Any such password shall only be known to the employee it belongs to. The Contractor shall ensure that password security on all IT systems on which personal data is stored shall meet the following minimum standards:

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

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

11.6 The Contractor undertakes to process personal data in accordance with the laws of the United Kingdom. Where data is transferred to any employee, representative or agent of the Contractor or to the Client, the Contractor will ensure that all reasonable safeguards are used to ensure that the data is transferred securely. For example, the Contractor shall ensure that all person identifiable information is removed from completed paper questionnaires and that

completed paper questionnaires are transported by secure courier at all times. The Contractor shall also ensure that all personal data transmitted by email or other storage media is fully encrypted.

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

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

11.9 The Contractor undertakes not to disclose the personal data to a third party (including subcontractors) in any circumstances other than at the specific request of the Client. Before disclosing personal data to any such third party, the Contractor shall enter into an agreement with such third party obliging said third party to comply with the Data Protection Act 1998 and all the obligations contained within this Clause 11. Without prejudice to any rights or remedies of the Client, the Contractor shall fully **indemnify** the Client against all actions, suits, claims, demands, losses, charges, costs and expenses which the Client may suffer as a result of or in connection with any breach of these obligations by a third party.

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

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

Act 1998 together with any subsequent re-enactment.

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

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

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

11.15 The Contractor shall delete all personal data in accordance with the timetable specified in the Award Letter. The contractor shall also ensure that backup tapes holding personal data will be deleted in accordance with the timetable specified in the Award Letter. The Contractor shall ensure that all personal data on its software is erased, that all media (e.g. CDs and DVDs) containing personal data is stored securely and that such media and hard drives containing personal data are timeously and securely destroyed in compliance with the Data Protection Act 1998.

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

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

12. DISCRIMINATION

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

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

13.1 The Contractor undertakes to abide and procure that its employees abide by the provisions of The Official Secrets Acts 1911 to 1989.

13.2 The Contractor shall keep secret and not disclose and shall procure that its employees keep secret and do not disclose any information of a confidential nature obtained by the Contractor by reason of this Contract except information which is in the public domain otherwise than by reason of a breach of this provision.

13.3 All information related to the Contract with the Contractor will be treated as confidential by the Client except that:

(a) references may be sought from banks, existing or past clients, or other referees proposed by the Contractor, and

(b) disclosure may be made of such information relating to the outcome of the procurement process as may be required to be published in the Official Journal of the European Union or elsewhere in accordance with EC Directives or UK Government policy on the disclosure of information regarding government contracts. This disclosure may include the number of tenders received, the identity of the successful tenderer, the winning contract price, the specification of goods or services to be supplied, terms and conditions of contract, quality and performance standards, and subsequent performance against those quality and performance standards.

(c) All information submitted to the Client may need to be disclosed and/or published by the Client. Without prejudice to the foregoing generality, the Client may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further the Client may also disclose all information submitted to it to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Client shall if it sees fit disclose such information but is unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.

113.4 The Contractor or any of its employees or agents shall not communicate with the media or otherwise place in the public domain:-

(a) any information or knowledge acquired by the Contractor or any of its employees or agents as a consequence (directly or indirectly) of its performance of this contract, or

(b) any views or opinions relating to the Client or the Contract, without the prior written approval of the Client.

13.5 The Contractor shall procure that all Confidential Information disclosed to it by the Client under this Contract or which may at any time during the term come into The Contractor's knowledge, possession or control, shall be kept secret and confidential and shall not be used for any purposes other than those required or permitted by this Contract and shall not be disclosed to any third party except insofar as this may be required for the proper operation of this Contract and then only with the express authorisation of The Client.

13.6 The Contractor shall notify The Client promptly if any Confidential Information is required by law to be disclosed by it or any other person receiving it under or pursuant to this Contract and shall co-operate with The Client regarding the manner of such

disclosure (but without prejudice to any obligation to comply with any law).

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

13.8 In principle, the Client supports the publication and dissemination of research findings. However, the Client's prior agreement must be obtained in writing if at any time during the conduct of the Project prior to any publication of a final report by the Client, it is intended to publish, present or communicate publicly any findings from the Project. Permission must be sought at least 6 weeks in advance of the date of the intended presentation or publication, The Client will have the right to refuse permission to the Consultant to publish and/or will have the right to amend factual inaccuracies within the final report and to publish a disclaimer as to views or conclusions expressed.

14. TERMINATION

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

(a) where the Contractor is an individual and if a petition is presented for the Contractor's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Contractor, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or

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

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

taken of any of its property under the terms of a floating charge.

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

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

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

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

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

15. RETURN OF DOCUMENTS

15.1 The Contractor will return to the Client promptly upon the Client's request any document, paper, material or information

supplied by or obtained from the Client or any Government Department in connection with the Contract, or extracted from such documents, papers, materials or information.

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

16. NOTICES

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

17. STATUS OF CONTRACT

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

18. ARBITRATION AND DISPUTE RESOLUTION

All disputes, differences or questions between the parties to the Contract with respect to any matter or thing arising out of or relating to the Contract, other than a matter or thing as to which the decisions of the Client is under the Contract to be final and conclusive, and except to the extent to which special provision for arbitration is made elsewhere in the Contract, shall be referred to a single arbiter to be mutually chosen by the parties or, failing agreement, nominated by the President of the Law Society of Scotland for the time being on the application of either party. Any such reference to arbitration shall be deemed to be an agreement to refer to arbitration within the meaning of the Arbitration (Scotland) Act 1894.

19. HEADINGS

The headings to Conditions shall not affect their interpretation.

20. GOVERNING LAW

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



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