

**SPECIFICATION FOR RESEARCH INTO THE EXPERIENCES OF CONVERSION PRACTICES IN WALES**

**CONTRACT REFERENCE NO. C289/2022/2023**

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**PART 1: GENERAL**

Please refer to the Welsh Government Procurement Privacy Notice at:

<https://gov.wales/welsh-government-procurement-privacy-notice> to find out how we use and protect your information within the Welsh Government when you quote or tender for a Welsh Government contract through a procurement process. The Procurement Privacy Notice makes sure we continue to comply with privacy law and regulation, it includes information on your rights and information we hold about you and the legal grounds for how we use your information.

**1. BACKGROUND**

- 1.1. The Welsh Government wants every lesbian, gay, bisexual, transgender and queer/questioning (LGBTQ+) (with the + representing other identities, including intersex and non-binary) person in Wales to be treated with equal value, to be safe and to live authentically and openly as themselves. The Welsh Government strongly considers conversion practices to run contrary to this ambition, which is why, in its [Programme for Government](#) it has committed to “Use all available powers to ban all aspects of LGBTQ+ conversion therapy that are in our powers and seek the devolution of any necessary additional powers”.
- 1.2. In this specification the term ‘conversion practices’ is used to refer to any efforts to change, modify or suppress a person’s sexual orientation, gender, expression of sexual orientation and/or expression of gender regardless of whether it takes place in a healthcare, religious or other setting.
- 1.3. The [National LGBT Survey 2017<sup>1</sup>](#) found that 5% of 108,000 respondents from across the UK said they had been offered conversion or reparative practices in an attempt to ‘cure’ them of being LGBTQ+, and a further 2% said they had experienced it. Young

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<sup>1</sup> UK Government (2018). National LGBT Survey: Research report. Available at: <https://www.gov.uk/government/publications/national-lgbt-survey-summary-report>. Accessed 23/11/2022

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people aged 16 and 17 years old also responded and reported that they had experienced or were offered conversion practices, which suggests that conversion practices are a 'live' and not just a historical issue.

- 1.4. Generating a robust estimate of how prevalent conversion practices are requires accurate data. Research has focused on surveys of the LGBTQ+ population who may be experiencing conversion practices. However, this is challenging and relies on self-reporting. Estimating prevalence is also complicated by the small samples involved. This can lead to a number of data quality issues.
- 1.5. In an attempt to correct for potential sample bias in the National LGBT Survey and ensure that the data on conversion practices would more accurately reflect the UK population as a whole, weighting was carried out on the conversion practices questions. The results showed that the new weighted percentages did not markedly alter the headline statistics on the proportions of respondents saying they had been offered or received conversion practices. It found that 2.9% of respondents had received conversion practices and 5% were offered conversion practices.
- 1.6. The UK Government recently commissioned a study to improve understanding of the experiences and effect of conversion practices. This work was carried out by Coventry University. Their [report](#) found “(t)here is little representative evidence regarding the prevalence of conversion therapies due to the hidden nature of the population and a reliance on self-selected samples”. As a result, it is difficult to estimate the true prevalence of conversion practices among LGBTQ+ people in the general population. The evidence available suggests that the proportion of people from LGBTQ+ populations outside the UK receiving conversion practices can vary by country – with the figures ranging between 3.5% and 15%.
- 1.7. Please be minded that as the COVID-19 situation continues there could be an impact on the award of this contract in terms of potential delays or even non-award. Although not anticipated, the Client may also need to change elements of the scope of work, including the scale. Any potential change or impact will be discussed and agreed with the contractor at the earliest opportunity.

## **2. AIMS AND OBJECTIVES**

- 2.1. The client wishes to commission research to understand more about the experiences of conversion practices in Wales. Evidence from this research will be used to inform future policy development, tailor an awareness campaign, and help design and improve support service provision in relation to conversion practices in Wales.

The specific objectives of this research are as follows:

1. Understand who experiences conversion practices in Wales, the forms conversion practices take, by whom they are conducted, and the reasons why conversion practices are carried out in Wales. To include:

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- an assessment of whether these factors vary according to the protected characteristics, family history or geographic location of people who have experienced conversion practices in Wales;
  - a particular emphasis on assessing factors correlated to people from groups sharing the “gender reassignment” protected characteristics, including transgender and non-binary people;
  - determining whether those who have experienced conversion practices were signposted or pushed to meet with providers of conversion practices outside of Wales, or outside the UK.
  - an approach which recognises the intersectional nature of LGBTQ+ discrimination as it manifests in conversion practices (e.g., how Black, Asian and Minority Ethnic LGBTQ+ people may have different experiences of conversion practices).
2. Identify settings and understand the broader context in which conversion practices occur in Wales. To include:
    - Health settings, including counselling;
    - Religious or belief settings, including pastoral support;
    - Domestic settings, including family members or relatives;
  3. Provide insight into both the short- and long-term impact of conversion practices on those who have experienced this in Wales.
  4. Understand the support available in Wales to people who have experienced conversion practices. To include:
    - an assessment of any stigma associated with talking about, and seeking support for, conversion practices (including peer pressure, family honour, community pressure, and fear of isolation or marginalisation);
    - an assessment of the availability, accessibility, cost, timeliness and cultural sensitivity of support services currently available to those who have experienced conversion practices in Wales (see resources provided by Galop).
  5. Provide viable, evidence-informed actions, recommendations, and best practice for future policy development, awareness campaigns, and service provision in relation to conversion practices in Wales. To include:
    - an assessment of how to raise awareness of the harms associated with conversion practices, and eliminate any stigma associated with talking about, and seeking support for, conversion practices (especially within communities where conversion practices are more common);
    - an assessment of how to improve the availability, accessibility, cost, timeliness, and cultural sensitivity of support offered to those who have experienced conversion practices in Wales (see resources provided by Galop).

### 3. DEFINITIONS

Term	Definition
Bidder	means the individual, organisation or business which submits a bid for provision of the Services;
Client	means the Welsh Ministers;
Services	means the services specified in this Specification;
Specification	means this specification;

## **PART 2: SERVICE SPECIFICATION**

### 4. SCOPE OF REQUIREMENT

- 4.1. The Welsh Government wishes to commission research into the experiences of conversion practices in Wales with a contract term of 1 year. The aim of this research is to gain a clearer understanding of the experiences of conversion practices in Wales. Evidence from this research will be used to inform future policy development, tailor an awareness campaign, and help design and improve support service provision in relation to conversion practices in Wales.
- 4.2. A budget of between £30,000 - £40,000 excluding VAT will be made available by the Client for the purposes of this contract. However, the Bidder should be aware that this budget information is for indicative purposes only and that the Client will be seeking to award the contract based on the criteria stated in the ITT document.

### 5. ESSENTIAL REQUIREMENTS

- 5.1. As the Contract involves handling personal and/or other sensitive information electronically then the Bidder must demonstrate they can meet the requirements of a recognised third-party standard such as Cyber Essentials.
- 5.2. Both sound subject knowledge and strong research skills will be required to address the aims/objectives outlined in this specification. In the case of the former, it is expected that the successful contractor will possess knowledge in relation to conversion practices and wider subject knowledge of LGBTQ+ issues in Wales. Demonstrable policy knowledge is expected so that the successful contractor can provide coherent and practical policy recommendations as part of their final report.
- 5.3. It will also be essential for the successful contractor to possess the research skills required to undertake a detailed and comprehensive research project, including experience of conducting interviews as part of primary qualitative research, as well as analysing, synthesising and reporting on a range of findings.
- 5.4. Experience of engaging sensitively and effectively with LGBTQ+ communities (or other underserved groups) is desirable, plus the Bidder must demonstrate how they

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will approach engaging with children and vulnerable people as part of the research to ensure the health and safety needs of participants and those undertaking the research are met.

- 5.5. Partnership or consortium bids are welcome, particularly in relation to ensuring the needs and experience of underserved communities are evident and strongly presented across the requirements of this specification. We welcome involvement of people/groups in this process who are experts by experience, and can provide access to Welsh Government forums on race, faith, disability, LGBTQ+ and gender equality where appropriate. The Client is open to bids with sub-contractor alliances but in these cases it will be the responsibility of the primary contractor to ensure the work is completed, and all outputs are delivered, on time.

## Approach and methods

- 5.6. Bidders are asked to set out the approach and methods they would use given the aims/objectives (Section 2) for this research. The following paragraphs provide a suggested approach and the associated methods, but Bidders are asked to build on these in their own proposals. Furthermore, Bidders may also wish to suggest alternative approaches or methods.
- 5.7. A range of research methods are likely to be needed to address the aims and objectives above and these are outlined below. The final approach will be agreed upon following the inception stage of the project based on outline proposals submitted by the successful Bidder. It will be consistent with the principles in H.M Treasury's The '[Green Book: central government guidance on appraisal and evaluation](#)', the '[Magenta Book: guidance for evaluation](#)' and the '[Aqua Book: Guidance on producing quality analysis for government](#)'. Bidders are advised to review these publications to ensure their suggested approach is in line with them.
- 5.8. It is the Client's belief that a combination of a desk-based evidence review of existing grey literature and primary qualitative research will be needed. Further details of each of these strands of the research are provided below. It is expected that the review of existing grey literature will be undertaken in phase 1, with the findings from this component of the research informing the delivery of the primary qualitative research component to be conducted in phase 2 of the research.
- 5.9. Review of existing grey literature – a literature review is required to determine what evidence currently exists in relation to the operation and impact of conversion practices. It is the Client's belief that evidence assessments focusing on research published in academic journals, by professional bodies, and government departments have already been undertaken and provide sufficient empirical related evidence ([Jowett et al, 2021](#); [UK Government, 2021](#)). On this basis the client wishes for the bidder to primarily focus on grey literature not captured in these evidence assessments, such as research published by charities and other third sector organisations. This literature review should consider both UK and international

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evidence and assess whether the experiences of conversion practices varies according to protected characteristics, family history or geographic location.

5.10. Primary qualitative research – It is anticipated that primary qualitative fieldwork will be undertaken with the following groups:

- People who have experienced conversion practices - Primary qualitative fieldwork will need to be undertaken with people who have experienced conversion practices in Wales. Approximately 10-15 interviews are expected, with individuals identified in collaboration with support service providers. It is anticipated that this fieldwork will take the form of one-to-one interviews. Given the sensitivity of the subject area and the need to fully account for the needs of research participants it is recognised that face-to-face fieldwork is likely to be most effective with this group. In case this is not possible due to COVID-19 restrictions viable alternative engagement methods should be outlined by bidders. Virtual interviews should be offered to those who may not wish to attend a face-to-face meeting (e.g., to protect their anonymity, or for emotional and mental health reasons). The sampling strategy should consider particular research participants of interest including those with one or more protected characteristics and those based in different parts of Wales. Some research participants may have complex needs. We expect bidders to set out how they will manage fieldwork with these identified groups taking into account COVID-19, digital access, and health and safety requirements. In addition, the needs of Welsh speaking groups must be considered as part of the engagement process, plus there may be a need to travel to engage with some participants and it is expected bidders will group participants by geographical location to minimise extent of travel – travel costing should be included as part of commercial response.

The contractor should demonstrate an awareness of specific methodological barriers that may arise during primary qualitative research and how they will navigate these barriers. Such barriers may include but are not limited to: recruitment issues due to a small sample size; participant non-disclosure due to shame or trauma; unclear, multiple, or alternative definitions of ‘conversion practices’; how time (or lack thereof) since engagement with conversion practices may affect data.

- Support service providers – There will need to be engagement with support service providers as part of the primary research component of the fieldwork to understand their experiences of providing support to those who have experienced conversion practices in Wales, as well as to gauge the extent of the demand for and supply of these support services. The successful contractor will be expected to provide estimates of the number of conversion practices support service providers in Wales. It is anticipated that fieldwork with support service providers will take the form of one-to-one and group interviews. A combination of face-to-face and online (virtual) engagement is considered to be most effective with this group. We expect bidders to set out

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how they will manage fieldwork with different types of support service provider taking into account potential COVID-19 restrictions and digital access, with community groups in particular potentially facing engagement issues in these areas. The sampling strategy should take into account location and size of service provider, as well as the protected characteristics of the people supported. In addition, the needs of Welsh speaking groups must be considered as part of the engagement process, plus there may be a need to travel to engage with some participants and it is expected bidders will group participants by geographical location to minimise extent of travel – travel costing should be included as part of commercial response.

- 5.11. Bidders should also identify any limitations, risks or dependencies that may be associated with the proposed methods and set out the steps they would take to address these, if applicable. It is recognised the types of fieldwork possible will be influenced by the potential presence of COVID-19 restrictions and respondents' access to online (virtual) engagement platforms. In addition, the Client is aware that in terms of assessing the impact of conversion practices it will be challenging to draw causal conclusions but expects insight into them to try and evidence the potential contributory impact on the lives of people who have experienced conversion practices.
- 5.12. Bidders should outline how they propose to analyse and synthesise the data collected to be able to address the outlined aims and objectives of this specification.
- 5.13. The successful Bidder must be prepared to work co-operatively and with the Contract Manager and associated policy colleagues to maximise co-ordination to avoid the fieldwork placing a disproportionate burden on stakeholders
- 5.14. The Bidder will be required to undertake the work in Welsh and English. This will include undertaking fieldwork in Welsh or English in accordance with the language of choice of participants and producing research materials and reports in Welsh and English. This will need to be reflected in the proposal in terms of the linguistic skills capacity of the team working on the research.
- 5.15. Bidders should outline how they will assess and allow for ethical issues (including data protection) arising in the proposed work. Bidders may also wish to refer to the [GSR guidance Ethical Assurance for Social Research in Government](#) and apply the following five principles, as appropriate, when developing their proposal:
  - Principle 1: Sound application and conduct of social research methods and appropriate dissemination and utilisation of the findings
  - Principle 2: Participation based on valid informed consent
  - Principle 3: Enabling participation
  - Principle 4: Avoidance of personal and social harm
  - Principle 5: Non-disclosure of identity and personal information

## 6. FUNCTIONAL/TECHNICAL REQUIREMENTS – NOT USED

## 7. SERVICE OUTPUTS/OUTCOMES

7.1. The key deliverables will be required in electronic format and are listed below:

- An inception report detailing the agreed full work plan with a detailed minute of the inception meeting as an Appendix. The inception report should provide substantial detail on each stage of the research work (methodological approach, task allocation, corresponding timescales, reporting schedules, risk management, management arrangements and contingencies, etc.). The inception report will be required in English and should be delivered shortly after the inception meeting.
- An interim report of initial findings at a mid-point meeting, containing details of early and high level findings which will inform Welsh Government planning work in relation to conversion practices. English version only required given this will not be published.
- A final report on the central elements of the research, covering each phase of the research, intended to inform the client via clear findings and actionable recommendations. This report will be published and so a bilingual version will need to be submitted in English and Welsh. Whilst the final report will be developed by the successful bidder it will be owned by Welsh Government. All Bidders should be aware of the [Government Social Research \(GSR\) publication guidance](#).

7.2. A Privacy Notice will need to be produced to cover the collection of data as part of this project. This Privacy Notice will need to be translated into Welsh by the successful Bidder.

7.3. Responsibility for quality assuring all outputs (in both Welsh and English) prior to submission rests with the contractor. All reports should be signed off by the contractor's quality assurer and professionally proof-read before being sent to the Client. This should include checking that the document is well laid-out, technically correct, grammatically correct and appropriate language used. In those cases that the Client detects proof reading errors, documents will be returned to the contractor who will be asked to resubmit the returned document as well as a revised timetable detailing how the delay will be dealt with.

7.4. For each subsequent draft of a report the contractor should provide a list/table of the tracked changes with all the comments from the previous version and comments made against them so that the Client can easily see whether and how the comments have been addressed in the revised version (e.g. 'reworded para 2.5.3 to be clearer' or 'deleted para 1.3.4 and added similar statement to subsequent para 4.3.1'). This list/table should make clear not just what has been changed, but why, and should provide a link back to the reviewer who raised the original comment. Tenderers are asked to note that the Client may withhold payment until it is completely satisfied with the submitted outputs. Hence, the outputs may need to go through several iterations,



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following detailed discussions over content and presentation. The final agreed report will need to be provided to enable publication in both English and Welsh.

### **8. INTELLECTUAL PROPERTY RIGHTS (“IPR”)**

- 8.1. The use of any and all intellectual property rights developed under or utilised in relation to the Contract is governed by Condition 19 (Intellectual Property) of the Welsh Government’s Standard Conditions of Contract for Services.
- 8.2. If any Bidder intends using any pre-existing intellectual property rights that it owns to deliver the Services, that Bidder must provide a list describing the intellectual property rights to be used.
- 8.3. If in delivering the Services the Bidder intends to use any intellectual property rights belonging to any third party it must provide details of such third party intellectual property rights; together with confirmation that the Bidder has (or will have) the appropriate permissions and licences to use such third party intellectual property rights for the purposes set out in the Specification. Evidence of such permissions and licences (or assurance that such permissions and licences will be provided) must be provided the Client on request.

### **9. PERSONAL DATA**

- 9.1. Provision of the Services will require the processing of personal data on behalf of the Client. The Client will be the Data Controller and the table below provides details of the permitted processing to be undertaken in provision of the Services.
- 9.2. The successful Bidder shall comply with any further written instructions from the Client with respect of processing on behalf of the Client. Any such further instructions shall be incorporated into the table:

<b>Description</b>	<b>Detail</b>
<b>Legal Basis for Processing</b>	Article 9(2)(j) – Processing is necessary for archiving purposes in the public interest, or scientific and historical research purposes or statistical purposes in accordance with Article 89(1)
<b>Subject Matter Of The Processing</b>	The Contractor will contact and conduct interviews with those individuals/organisations providing information on the experiences of conversion practices in Wales.

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<b>Duration of the Processing</b>	May 2023 – April 2024
<b>Location of Processing</b>	Data to be stored within the UK
<b>Nature of the Processing</b>	Collection, recording, storage, erasure or destruction of data (whether or not by automated means) etc.
<b>Purposes of the Processing</b>	The purpose of the processing is to arrange the fieldwork element of the research – to arrange a time and date to meet to conduct the research.
<b>Type of Personal Data to be Processed</b>	Email address, telephone number, name, protected characteristics
<b>Categories of Data Subjects</b>	People who have experienced conversion practices in Wales, plus conversion practices support service providers
<b>Plan for the return and/or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</b>	The data should be retained until the final report has been submitted to the client. A written declaration from the supplier will be required 6 weeks after the submission of the report to confirm that the data has been deleted.

## 10. TIMESCALES

### 10.1. Programme of Works:

10.1.1. The successful Bidder must provide in its Tender a Programme of Works for the delivery of the Services for approval by the Client.

10.1.2. Any variation to these dates must be agreed in writing by the Client and the successful Bidder in accordance with the Welsh Government’s Standard Conditions of Contract for Services.

10.1.3. The following is an indicative timetable of events that will ensure the project is completed on schedule.

<b>Milestone</b>	<b>Anticipated completion date</b>
Issuing of invitation to tender	16 <sup>th</sup> March 2023
Tender clarification period ends	6 <sup>th</sup> April 2023

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Deadline closing date	13 <sup>th</sup> April 2023
Appointment of successful Contractor	Early May 2023
Start date of the contract	Early May 2023
Inception meeting with the Client	w/c 8 <sup>th</sup> May 2023
Draft inception report submitted	w/c 22 <sup>nd</sup> May 2023
Sign-off of inception report	w/c 29 <sup>th</sup> May 2023
Start of fieldwork	July 2023
Draft interim report submitted	October 2023
Sign-off of interim report	October 2023
End of fieldwork	December/January 2024
Final draft report submitted to Client	March 2024
Client sign-off of final version of Final report	March 2024
Submission of bilingual Final report	April 2024
Project closure meeting with Client	April 2024
Publication of report	April 2024

**10.2. Duration of the Contract:**

**10.3. Start Date: May 2023**

Length of Contract: 12 months

End date: April 2024

The Client retains the right to invoke a 1 month extension which is to time only, at no additional cost, and is there solely for contingency purposes. The Client will agree with the successful supplier, in advance of the contract end date, should there be a desire to implement the extension period.

The Contract can only be extended in accordance with Condition 3 (Commencement and Duration) of the Welsh Government’s Standard Conditions of Contract for Services.

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Any variation to these dates must be agreed in writing by the Client and the successful Bidder in accordance with the Welsh Government's Standard Conditions of Contract for Services.

## 11. WELSH LANGUAGE REQUIREMENTS

### a. Welsh Language Standards

The Welsh Government is committed to the principle of treating the Welsh and English Languages on a basis of equality. The Welsh Language (Wales) Measure 2011 (the "Measure") makes provision for the specification of standards of conduct in relation to the Welsh language. The current standards are specified in the Welsh Language Standards (No. 1) Regulations 2015. The Measure also provides that the Welsh Language Commissioner may by notice require certain public bodies to comply with some or all of the standards specified.

The Welsh Language Commissioner has issued a compliance notice on the Welsh Ministers specifying which of the standards currently apply to any activity or service provided by or on behalf of the Welsh Ministers. A copy of the latest version of the compliance notice is available at [Welsh Language Commissioner's compliance notice | GOV.WALES](#)

As the successful Bidder will be providing the services on the Welsh Ministers' behalf, it must comply with the relevant Service Delivery Standards listed in the compliance notices issued to the Welsh Ministers from time to time.

The Service Delivery Standards which currently apply to the Services are listed below. The Client will notify the successful Bidder of any changes to the Service Delivery Standards with which the Services must comply.

The successful Bidder will be required to report against compliance with the standards in the same way as for other duties and requirements under this Contract.

The relevant standards in relation to this Contract are:

Number	Standard
1	If you receive correspondence from a person in Welsh you must reply in Welsh (if an answer is required), unless the person has indicated that there is no need to reply in Welsh.
2	When you correspond with an individual ("A") for the first time, you must ask A whether A wishes to receive correspondence from you in Welsh, and if A responds to say that A wishes to receive correspondence in Welsh you must - (a) keep a record of A's wish, (b) correspond with A in Welsh when corresponding with A from then onwards, and (c) send any forms you send to A from then onwards in Welsh. You must comply with standard 2 in every circumstance, except where the individual ("A") is located outside Wales.
3	When you send correspondence addressed to two individuals who are members of the same household (for example, the parents of a child) for the

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Number	Standard
	<p>first time, you must ask them whether they wish to receive correspondence from you in Welsh; and if –</p> <p>(a) both individuals respond to say that they wish to receive correspondence in Welsh, you must keep a record of that wish and correspond in Welsh from then onwards when sending correspondence addressed to both of those individuals;</p> <p>(b) one (but not both) of the individuals responds to say that he or she wishes to receive correspondence in Welsh, you must keep a record of that wish and provide a Welsh language version of correspondence from then onwards when sending correspondence addressed to both of those individuals.</p> <p>You must comply with standard 3 in every circumstance, except where the individuals are located outside Wales.</p>
4	<p>When you send the same correspondence to several persons, you must send a Welsh language version of the correspondence at the same time as you send any English language version.</p> <p>You must comply with standard 4 in every circumstance, except where those persons are located outside Wales only.</p>
5	<p>If you don't know whether a person wishes to receive correspondence from you in Welsh, when you correspond with that person you must provide a Welsh language version of the correspondence.</p> <p>You must comply with standard 5 in every circumstance, except where that person is located outside Wales only.</p>
6	<p>If you produce a Welsh language version and a corresponding English language version of correspondence, you must not treat the Welsh language version less favourably than the English language version (for example, if the English version is signed, or if contact details are provided on the English version, then the Welsh version must be treated in the same way).</p>
7	<p>You must state -</p> <p>(a) in correspondence, and</p> <p>(b) in publications and official notices that invite persons to respond to you or to correspond with you, that you welcome receiving correspondence in Welsh, that you will respond to any correspondence in Welsh, and that corresponding in Welsh will not lead to delay.</p> <p>You must comply with standard 7 in every circumstance, except where the correspondence, publication or official notice is sent outside Wales only.</p>
24	<p>If you invite one person only ("P") to a meeting you must ask P whether P wishes to use the Welsh language at the meeting, and inform P that you will, if necessary, provide a translation service from Welsh to English for that purpose.</p> <p>You must comply with standard 24 in every circumstance, except where that invited person ("P") is located outside Wales.</p>
24A	<p>If you have invited one person only ("P") to a meeting and P has informed you that P wishes to use the Welsh language at the meeting, you must arrange for a simultaneous translation service from Welsh to English to be available at the meeting (unless you conduct the meeting in Welsh without the assistance of a translation service).</p> <p>You must comply with standard 24A in every circumstance, except where that invited person is located outside Wales.</p>
26	<p>If you invite an individual ("A") to a meeting, and the meeting relates to the well-being of A, you must ask A whether A wishes to use the Welsh language at the meeting, and inform A that you will, if necessary, provide a translation service from Welsh to English and from English to Welsh for that purpose.</p>

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Number	Standard
	You must comply with standard 26 in every circumstance, except where the individual (“A”) and the meeting are located outside Wales.
26A	You must arrange for a simultaneous translation service from Welsh to English and from English to Welsh to be available at a meeting - (a) if the meeting relates to the well-being of an invited individual (“A”), and (b) if A has informed you that A wishes to use the Welsh language at the meeting; unless you conduct the meeting in Welsh without the assistance of a translation service. You must comply with standard 26A in every circumstance, except where the individual (“A”) and the meeting is located outside Wales.
27	If you invite more than one person to a meeting (which does not relate to the well-being of one or more of the individuals invited), you must ask each person whether they wish to use the Welsh language at the meeting. You must comply with standard 27 in every circumstance, except where those invited persons and the meeting are located outside Wales.
27A	If you have invited more than one person to a meeting (which does not relate to the well-being of one or more of the individuals invited), and at least 10% (but less than 100%) of the persons invited have informed you that they wish to use the Welsh language at the meeting, you must arrange for a simultaneous translation service from Welsh to English to be available at the meeting. You must comply with standard 27A in every circumstance, except where those invited persons and the meeting are located outside Wales.
29	If you invite more than one person to a meeting, and that meeting relates to the well-being of one or more of the individuals invited, you must - (a) ask that individual or each of those individuals whether he or she wishes to use the Welsh language at the meeting, and (b) inform that individual (or those individuals) that, if necessary, you will provide a translation service from Welsh to English and from English to Welsh for that purpose. You must comply with standard 29 in every circumstance, except where those invited persons and the meeting are located outside Wales.
29A	You must provide a simultaneous translation service from Welsh to English and from English to Welsh at a meeting - (a) if you have invited more than one person to the meeting, (b) if the meeting relates to the well-being of one or more of the individuals invited, and (c) if at least one of those individuals has informed you that he or she wishes to use the Welsh language at the meeting; unless you conduct the meeting in Welsh without the assistance of a translation service. You must comply with standard 29A in every circumstance, except where those invited persons and the meeting are located outside Wales.
40	Any documents that you produce for public use must be produced in Welsh.
47	If you produce a document for public use, and no other standard has required you to produce the document in Welsh, you must produce it in Welsh - (a) if the subject matter of the document suggests that it should be produced in Welsh, or (b) if the anticipated audience, and their expectations, suggests that the document should be produced in Welsh.

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Number	Standard
48	If you produce a document in Welsh and in English (whether separate versions or not), you must not treat any Welsh language version less favourably than you treat the English language version.
49	If you produce a Welsh language version and a separate English language version of a document, you must ensure that the English language version clearly states that the document is also available in Welsh.

Any communications or marketing services provided as part of this Contract must be provided in accordance with the Welsh Government's Guidance on the Use of the Welsh Language in Welsh Government communication and marketing work (a copy of which is attached).

<https://llyw.cymru/safonaur-gymraeg-canllawiau-cyfathrebu-a-marchnata-html>

<https://gov.wales/welsh-language-standards-communication-and-marketing-guidelines-html>

### b. Other Welsh Language Requirements

There are no other Welsh language requirements.

### c. Translation

In accordance with the Welsh Language Standards, **all reports for publication should be made available in both English and Welsh**. The cost for translation and quality assurance of the translation should be included within the price schedule and the bid must set out how this requirement will be met. The successful Contractor will have a good understanding of the requirement to provide bilingual services and will either offer the in-house capability to deliver such a service or have in place a service level agreement with a sub-contractor to support its delivery of bilingual services. For information, and in the event that provision of services is reliant on translation services, a list of translators who are members of the Association of Welsh Translators and Interpreters is available at:

<https://www.cyfieithwyr.cymru/en/find-a-translator-interpreter>

## 12. EU FUNDING – NOT USED

## 13. SECURITY

- a. In providing the Services the successful Bidder (and its sub-contractors) will be exposed to sensitive Welsh Government information assets. The Client requires all successful Bidders, sub-contractors and service delivery partners to operate appropriate and secure processes for handling, storing and processing data and information owned by the Welsh Government. This paragraph 13 specifies how the Client's information assets must be

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handled. Compliance with this paragraph 13 will be a standard agenda item in contract review meetings and documentation will be required from the successful Bidder to show how compliance is being monitored by the successful Bidder and the frequency of such compliance/monitoring events (e.g. the dates when training was undertaken; when access control logs were updated/cross-checked; and when relevant policies were last updated).

- b. A named individual must be appointed to the role of 'security lead' to take responsibility for the security aspects of the Contract. This named individual will be required to lead on any response required in relation to assessment of the measures in place during the Contract Period.
- c. Any security breaches must be brought to the attention of the named security lead who is then required to report the incident to the Client's Contract Manager at the earliest opportunity.
- d. The OFFICIAL–SENSITIVE marking must be retained on all Welsh Government information which is marked as such. The successful Bidder/Bidders must seek guidance from the Client's Contract Manager for new information being created as part of the Contract.
- e. The successful Bidder must demonstrate that they can meet the technical requirements prescribed by their chosen scheme (e.g. Cyber Essentials / Cyber Essentials Plus / ISO27001). The scheme defines a set of controls which, when properly implemented, will provide organisations with basic protection from the most prevalent forms of threat coming from the internet. Evidence of holding certification is desirable before contract award, but essential at the point when personal or otherwise sensitive data is to be processed by the successful Bidder. Further Information can be found at: <https://www.cyberstreetwise.com/cyberessentials/>
- f. Where Cyber Essentials is required, Bidders must cover the end to end process of data collection and processing, in particular this must include the process for any IT equipment used in the field and/or home working.
- g. Written confirmation of valid certification will be required every 6 months to ensure the successful Bidder holds a certificate that is no more than 12 months old.
- h. If any information is stored or processed on equipment other than that owned by the successful Bidder then assurance must be provided that consortium members and subcontractors also comply with Cyber Essentials or other recognised third party standards when processing the information needed to carry out the Contract.
- i. Where any work is subcontracted you will need to document at return of tender how you will implement the data security requirements set out in the



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specification and the Terms and Conditions between yourself and any subcontractor(s) to ensure these requirements are adhered to throughout your supply chain.

- j. Storing or processing information on personally owned devices or email accounts is not permitted. Personally owned devices and personal equipment are defined as equipment which:

- 13.10.1. is not a company asset; or
- 13.10.2. the configuration of the equipment is outside company control;
- 13.10.3. it is used by those not employed by the company e.g. a sole trader who allows their 'work' laptop to be used by other family members

The risk being that Welsh Government information could be accessed by those not authorised to see it.

- k. Data created under the Contract must be 'backed-up' on a weekly basis as a minimum. The back-ups must be stored off-site and secured (including in transit) to the same standards as the original data.
- l. If 'Cloud' storage services are to be used for sensitive personal information, evidence must be provided that the relevant Government Cloud Security Principles are applied.
- m. All sensitive or personal electronic information must be encrypted in transit. Data encryption services such as Egress Switch or iShare Connect must be used when emailing information.
- n. All sensitive or personal electronic information at rest on mobile devices handling Welsh Government information e.g. laptops, must be encrypted (minimum FIPS 140-2 / AES 256).
- o. Information rest on servers/individual computers must be encrypted (minimum FIPS140-2 / AES 256) unless the ICT equipment is located in secure premises with strong physical controls e.g. a data centre with access control measures, alarmed, arrangements for 24 hours security guards.
- p. An independent IT Health Check undertaken by qualified personnel (e.g. those listed on the CHECK, Tiger or CREST schemes) must be completed prior to 'go-live' on any external systems (infrastructure or applications) to ensure they are protected from unauthorised access or change and they do not provide an unauthorised entry point into systems where Welsh Government data is held. In addition to providing a copy of the IT Health Check report, the successful Bidder must provide evidence that any issues highlighted in the report have been remediated.

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- q. Access to the information involved in the Contract must be on a 'need to know' basis. Only authorised Bidder staff and subcontractors who have received suitable training can be given access. A list of authorised Bidder staff and subcontractors must be maintained and made available to the Client's Contract Manager on request.
- r. If contacted by telephone, staff must verify the identity of the caller before discussing Welsh Government business. No personal data shall be passed to another party without absolute verification of the identity of the caller and that they have the authority to receive this information.
- s. The information processed or collected in accordance with the Contract must be returned within 6 weeks of the end of the contract. This includes any information stored on servers, mobile devices or other storage media including [CDs or DVDs, other removable media, hard copy [paper] or hard drives]. The successful Bidder must confirm in writing when this has been done.
- t. The information collected in accordance with the Contract remains the property of the Client.
- u. Only Bidder staff and subcontractors who have been authorised can have access to restricted areas containing information systems, removable media or hard copy information relating to the Contract. Plans and procedures for dealing with, and intercepting, unauthorised visitors and intruders must be in place and evidence provided to the Client on request.
- v. If it is necessary to take hardcopy information outside the restricted areas this must be kept to the minimum required and protected in transit (e.g. by means of envelope / file / briefcase) to avoid information being visible and to reduce the likelihood of loss or misuse.
- w. Any hardcopy data collected in connection with the Contract must be disposed within 6 weeks of the end of the Contract. The successful Bidder must confirm in writing when this has been done.
- x. The successful Bidder's processes must make it easy for its staff and subcontractors to follow the rules (e.g. clear desk policies, separating publicly available printed information from the OFFICIAL-SENSITIVE papers, guidance and facilities for proper disposal etc.).
- y. The successful Bidder must hold accurate and verified information for all its staff and subcontractors working on the Contract in relation to proof of identity, nationality/immigration status, unspent criminal convictions and employment history. In addition the staff working on the Contract will need to complete a basic disclosure through Disclosure Scotland / undertake National Security Vetting to CTC/SC level. Evidence must be provided on

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request and the Client may verify the validity and expiry dates of any existing clearances with the relevant holding agency.

- z. The successful Bidder should ensure that appropriate checks have been undertaken through the Disclosure and Barring Service for any personnel that are likely to come into contact with children, young people or vulnerable adults during the course of the Contract (NB DBS checks are not required for persons with access to information as opposed to face to face contact). Evidence that these checks have been performed should be presented to the Client once they have been completed and prior to any contact.
- aa. The successful Bidder and their sub-contractors must have, or be able to obtain, sufficient staff who can achieve the appropriate security clearance prior to engagement with the Welsh Government.
- bb. All Bidder staff working on this Contract must be properly trained to understand that they have a duty of confidentiality and are responsible for safeguarding any Welsh Government information that they are entrusted with by applying the measures set out in this Specification.
- cc. On termination of involvement in the Contract user access privileges must be withdrawn and staff debriefed on their confidentiality responsibilities. This includes, but is not limited to, pin codes and any passwords known to the user.
- dd. Bidders will need to address how informed consent from children and their parents/carers and from adults at risk will be achieved. Bidders will also need to set out how relevant permissions in relation to access will be secured from statutory and voluntary organisations in line with the policies of such organisations (if appropriate). Bidders must also outline their policy/protocol for appropriately reporting any information gained in the course of the work that might indicate that a child or adult may be at risk. The protocol should be in accordance with the Regional Safeguarding Children or Adult Board procedures for the area in which the child/young person/adult at risk lives. The protocol should specify that where there are any concerns that a child/young person/ adult is, or may be at risk, those concerns will be notified immediately to the local social services department or the police and will be followed up in writing. This policy should be shared with the Client Contract Manager.

## **14. RETENTION OF INFORMATION**

- a. The successful Bidder will need to maintain full and accurate records of the Contract in accordance with the Welsh Government's Standard Conditions of Contract for Services for a period of 10 years from expiry or termination.

## **15. SUCCESSFUL BIDDER'S LIABILITY**

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- a. The Client is willing to limit the successful Bidder's liability for the purposes of and in accordance with Condition 40 (Limitation of Liability) of the Welsh Government's Standard Conditions of Contract for Services to a maximum of £1,000,000.

### **16. INSURANCE**

- a. The Bidder must maintain the following forms of insurance cover with a reputable insurance company with the following minimum levels of cover:

16.1.1. Professional Indemnity: £1,000,000

- b. Public Liability including Products Liability: £1,000,000

- c. The Bidder will be required to ensure that the Client's interest is noted on each insurance policy, or that a generic interest clause has been included.  
(\* delete if not applicable)

### **17. EXIT MANAGEMENT:**

17.1. On termination or expiry of the Contract the Welsh Government's Standard Conditions of Contract for Services provide in:

17.2. Condition 19.5 (Intellectual Property) that the Supplier returns and provides to the Client all documents, information, work, data, or records held etc. in connection with the Contract unless the Client instructs the Supplier to destroy them instead;

17.3. Condition 20.4 (Goods and Materials of the Client) that the Supplier returns all Client goods, materials or records held by it;

### **18. FINANCIAL STANDING AND RESOURCE**

18.1. The Client wishes to ensure that Bidders have the necessary financial standing and resources to meet their obligations throughout the duration of the Contract. This may include (where appropriate) considering Bidders' level of existing work commitments and the potential impact on resources that awarding a contract would have.

18.2. In deciding to tender for a contract, Bidders should be aware and consider the risks of becoming over-reliant on the Client's business, or indeed that of any customer. In doing so, Bidders should take into account earnings from any other work undertaken for the Client as well as potential earnings from the Contract.

### **19. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS - TUPE – NOT USED**

## **PART 3: SOCIAL INCLUSION AND ECONOMIC SUSTAINABILITY**

## **COMMUNITY BENEFITS – NOT USED**

### **20. EQUALITY AND DIVERSITY**

- 20.1. No one should be denied opportunities because of their race, ethnicity, disability, gender, sexual orientation, age or religion. The Welsh Government, in its statutory duty to promote equality has led to the development of a distinctive equality agenda in Wales. This drives all our strategic policies and ensures that our practices reflect an equality of opportunity.
- 20.2. Bidders must therefore comply with legal duties as a minimum to ensure non-discrimination.
- 20.3. The Bidder is referred to Condition 28 (Discrimination and Equality) of the Welsh Government's Standard Conditions of Contract for Services.
- 20.4. Equality of opportunity is integral to delivering the Wellbeing of Future Generations Act 2015 Wellbeing Goals, and to creating a society that enables people to fulfil their potential no matter what their background or circumstances (including their social economic background and circumstances).

#### **Disability Confident**

- 20.5. The Client monitors their equality and diversity data and in doing so is subject to various equalities benchmarking schemes. The Client encourages Bidders to be committed to the equal opportunities agenda and challenge discrimination relating to all the protected characteristics. Therefore, diversity and inclusion applicable to the Contract will be monitored as a standing item in Contract review meetings. One way of demonstrating commitment to equality is through the Disability Confident scheme. It is a free scheme open to organisations across public, private and 3rd sectors and is aimed at organisations and businesses from 1 employee upwards. The Client encourages Bidders, as potential suppliers, to explore the possibility of their organisation being Disability Confident Level 1 as a minimum.

About the scheme: <https://www.gov.uk/government/collections/disability-confident-campaign#become-a-disability-confident-employer>

How to sign up: <https://www.gov.uk/guidance/disability-confident-how-to-sign-up-to-the-employer-scheme>

### **21. ETHICAL SUPPLY CHAINS**

- 21.1. The Client is committed to ensuring that fair and transparent employment practices are in place throughout the supply chain for the Services. The Client's policy in relation to Ethical Employment Practices in Welsh Government Supply Chains is attached below. The Client will work with the successful Bidder to monitor and to ensure that fair employment practices are in operation.

<https://gov.wales/ethical-employment-supply-chains-code-practice>

## **22. ENVIRONMENTAL CONSIDERATIONS**

- 22.1. The Client is committed to minimising the effect of its day to day operations on the environment and successful Bidders are encouraged to adopt a sound proactive environmental approach, designed to minimise harm to the environment.
- 22.2. Any materials that are produced are to be kept to a minimum. Materials should be sustainable, renewable and recyclable.
- 22.3. Factors to be considered should include areas such as:
  - 22.3.1. Adopting an environmental management system which includes focus on disposal of waste and packaging.
  - 22.3.2. More efficient use energy and water
  - 22.3.3. Beginning to embed sustainability into the provision of goods and services supplied to the Client
  - 22.3.4. Use of recycled paper containing only post-consumer waste for all non-specialist printing whenever possible
  - 22.3.5. Reduction in carbon dioxide emissions from business travel by extending use of video conferencing and encouraging the use of low emissions vehicles
  - 22.3.6. Building an environmentally friendly work culture through training and high quality communication with staff
- 22.4. While on site the successful Bidder should be aware of and actively support the Client's Environmental Policy Statement which will be made available on request to the successful Bidder in advance or on arrival.
- 22.5. The Bidder is referred to Condition 25 (Environmental Requirements) of the Welsh Government's Standard Conditions of Contract for Services.

## **PART 4: CONTRACT & PERFORMANCE MANAGEMENT**

### **23. COLLABORATIVE BIDS / CONSORTIA**

- 23.1. The Client welcomes collaborative bids. For further information on joint bidding, please see the Invitation to Tender and <https://gov.wales/search?global-keywords=joint+bidding>

### **24. BIDDERS REGISTERED OR LOCATED OUTSIDE OF ENGLAND AND WALES**

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- 24.1. Bidders who are registered or based outside of England and Wales will be required to provide a legal opinion in a form prescribed by and satisfactory to the Client before the Contract is awarded. The legal opinion will need to be provided by a law firm authorised to practice in the foreign jurisdiction in which Bidder is registered or located and which is independent of the Bidder.

## **25. LOCAL AUTHORITIES/NHS BODIES – NOT USED**

## **26. CONTRACT MANAGEMENT**

- 26.1. The nominated Client Contract Manager will be Steven Macey ([Steven.Macey@gov.wales](mailto:Steven.Macey@gov.wales)), Social Research Officer, Welsh Government.
- 26.2. The Contract Manager will be the point of contact for the Contractor during the course of the Contract.
- 26.3. Formal performance reviews will take place monthly and shall be scheduled during the Contract implementation phase. However, the Contract Manager may elect to meet a named representative of the Contractor as and when necessary to discuss any issues which may have arisen during the provision of the Services.
- 26.4. Bidders will be required to provide the details of a nominated contact point to act as the successful Bidder's Contract Manager.
- 26.5. Bidders should provide the names of personnel to be assigned to the Contract, their status in the organisation and their previous experience of dealing with contracts of a similar nature.
- 26.6. It is anticipated that day-to-day contact will be primarily by email and telephone as required. The Contractor will send fortnightly updates by email to the Client during the fieldwork and reporting periods using a template, the format of which should be proposed by the Contractor and agreed by the client at the inception meeting. These updates should contain information regarding progress and any complaint or comments from participants regarding the research tools or fieldwork process. Updates on other aspects of the contract can also be provided where useful.
- 26.7. From time to time, the Client may be required to respond to urgent requests for information. The successful Bidder(s) shall provide the requested information within 2 working days of receipt of request, unless agreed in advance with the Client.

## **27. PERFORMANCE MANAGEMENT**

- 27.1. The successful Bidder will be required to provide regular updates detailing the progress of the research: how the work is proceeding against agreed milestones, the emerging findings, the issues identified and next steps. These

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updates will be submitted fortnightly via email, alongside less regular face to face updates (possibly monthly).

### **28. PERFORMANCE ISSUES**

Issues with the performance of the Contract by the successful Bidder will be dealt with in accordance with the procedures set out in the Welsh Government's Standard Conditions of Contract for Services.

### **29. INVOICE AND PAYMENT PROCEDURE**

- 29.1. Payment will be made in arrears within 30 days of receipt of a valid and agreed invoice. Invoices must show a full breakdown of costs that clearly correlate with the successful Bidder's tender.
- 29.2. The Client will deduct from any sum payable to the successful Bidder any income tax, national insurance contribution and such other tax, fee or charge it is required to deduct in accordance with legislation such as legislation known as the "IR35 legislation". Information on IR35 legislation can be found here: <https://www.gov.uk/topic/business-tax/ir35>. After selecting the successful Bidder the Client will determine whether or not it will be required to make any such deductions. The Client's determination will be stated in the Award Letter to the successful Bidder.
- 29.3. A valid invoice must include the information listed in Condition 13 (The Price and Payment) of the Standard Conditions.
- 29.4. Invoices should be emailed in a pdf format direct to the address stated on the Purchase Order (usually this is the Corporate Shared Service Centre [financewaginvoices@gov.wales](mailto:financewaginvoices@gov.wales)) to ensure payments can be processed as quickly as possible (usually within 5 working days). Backing documents to support an invoice are to be sent along with a copy invoice to the Client Contract Manager.
- 29.5. The successful Bidder must provide a breakdown of all costs as required by the Client. The Client may request extra detail to appear on each invoice. It is critical that each invoice makes clear what has been charged and why, and that its layout facilitates checking, approval and audit.
- 29.6. Copy invoices shall be issued within five working days of a request being made.
- 29.7. The successful Bidder shall perform regular internal audits to check for duplicate charges and / or payments, and provide the Client with a report of all items identified on a quarterly basis, arranging appropriate refunds to the Client.



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### Payment Requirements

- 29.8. The Client will determine their preferred payment method as part of the account opening / implementation procedure.
- 29.9. The Client may wish to use the Welsh Purchasing Card (either as a VISA or MasterCard product) as the means of paying for goods and services.

### E –PROCUREMENT CAPABILITY

- 29.10. The Client requires Bidders to be capable of conducting business electronically, including but not limited to Purchase Order receipt and invoice delivery. There are no licence fees or transaction costs applicable to Bidders using the eTrading system, and support is available to help Bidders in registering and using the system.
- 29.11. It may be a requirement, where requested by the Client to receive electronic Purchase Orders and send electronic Invoices and electronic Credit Notes via the eTrading system within one month of the request being made.

### FAIR PAYMENT

- 29.12. UK government policy is to expect all public sector organisations to pay successful Bidders within 10 working days of the receipt of a valid and agreed invoice. Whilst standard payment terms within contracts remain at 30 days, it is generally accepted that successful Bidders will be paid within 10 working days (although it should be recognised that it may take longer than 10 days).
- 29.13. The successful Bidder must pay their sub-contractors / consortium members within a maximum 30 days of the receipt of a valid invoice. The Client will be in contact with sub-contractors / consortium members to ensure Fair Payment is observed. Bidders are encouraged to sign up to the Prompt Payment Code [PPC – Small Business Commissioner](#)

## **30. PRICE ADJUSTMENT ON EXTENSION OF THE CONTRACT PERIOD – NOT USED**

## **31. CHANGES TO THE SPECIFICATION**

- 31.1. This specification sets out the Client's service requirements. During the Contract Period it is anticipated that these requirements may be refined with the aim of achieving best value for money for a quality output.
- 31.2. Changes to the specification will be implemented in accordance with the procedure set out in Condition 35 (Change Control) of the Welsh Government's Standard Conditions of Contract for Services.

## **32. STANDARD CONDITIONS OF CONTRACT**

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The Welsh Government's Standard Conditions of Contract for Services (SCON-Services) (version 1.0) shall apply to the Contract. The Bidder must agree to these as part of its tender response. These are standard conditions for all contracts – even if the Bidder considers that particular conditions are not relevant or applicable, there is no need to delete and/ or make any amends.