

**From:** [REDACTED]@gov.scot  
**To:** Dominic Bryan; [REDACTED]  
**Subject:** RE: Scottish Government interest in a Parades Commission  
**Date:** 27 September 2021 16:32:54  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

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Many thanks Dom

I'll send a meeting request.

Kind regards

**From:** Dominic Bryan [REDACTED]  
**Sent:** 27 September 2021 16:28  
**To:** [REDACTED]@gov.scot; [REDACTED]  
**Subject:** RE: Scottish Government interest in a Parades Commission

I can now do 12.15 tomorrow.

I will try and find some time to put some documents together. But there have been at least 3 enquiries including one which [REDACTED] worked extensively on. [REDACTED]

It is also worth underlining [REDACTED] comments that the problem solving in NI involved, and involves, more than just the PC.

It is also worth mentioning that there are interrelated issues around flags and music and the nature of protest.

But we can talk over this.

Dom

**From:** [REDACTED]@gov.scot <[REDACTED]@gov.scot>  
**Sent:** 27 September 2021 15:30  
**To:** [REDACTED] Dominic Bryan <[REDACTED]>  
**Subject:** RE: Scottish Government interest in a Parades Commission

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Thanks, 12:15 would be fine for me if it suits others.

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 27 September 2021 15:28  
**To:** [REDACTED] <[REDACTED]@gov.scot>; [REDACTED]  
**Subject:** RE: Scottish Government interest in a Parades Commission

I'm afraid I can't make 10am tomorrow – I'm in another meeting until 12, though I should be able to get back to my desk by 12.15 if that would be any good?

Very best,

[REDACTED]

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**From:** [REDACTED] <[REDACTED]@gov.scot> [REDACTED] <[REDACTED]@gov.scot>  
**Sent:** 27 September 2021 15:25  
**To:** [REDACTED] <[REDACTED]@gov.scot>; [REDACTED] <d.bryan@[REDACTED]>; [REDACTED]  
**Subject:** RE: Scottish Government interest in a Parades Commission

Thanks for your quick responses. [REDACTED] cannot make Wednesday, however, I am available at either 10am or 12 noon tomorrow if either are suitable.

If not, late on Wednesday afternoon seems like an option. I can also do any time after 15:00 if a time after that can be found that suits Dom.

Kind regards

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 27 September 2021 15:09  
**To:** [REDACTED] <[REDACTED]@gov.scot>; [REDACTED] <d.bryan@[REDACTED]>  
**Subject:** RE: Scottish Government interest in a Parades Commission

Dear [REDACTED]

Many thanks for the email. I can make any time after 3pm on Wednesday afternoon if that might work for you and Dom (recognizing, though, that [REDACTED] won't be available then)?

With best wishes,

[REDACTED]

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**From:** [REDACTED] <[REDACTED]@gov.scot> [REDACTED] <[REDACTED]@gov.scot>  
**Sent:** 27 September 2021 13:37  
**To:** [REDACTED] <d.bryan@[REDACTED]>  
**Subject:** RE: Scottish Government interest in a Parades Commission

[REDACTED]

Many thanks Dom

Please send me any papers which you think would be useful. I particularly need to develop a better understanding about how the commission works and whether there is evidence that it has had a positive impact. The issue of developing a Parades Commission for Scotland has been getting quite a bit of media coverage such as this:

<https://www.heraldscotland.com/politics/19606180.ni-orange-order-warns-sturgeon-creating-biased-parades-commision/?ref=ebbn>

James Dornan MSP, who has been a strong proponent of the idea has been commenting that "Since the creation of the Parades Commission these disputes over marches appear to have almost disappeared" it feels like there is an increasing view that a commission in Scotland will resolve all sorts of problems that we experience with these events. My understanding is that there continues to be problems with marches and parades in Northern Ireland and that this may be an overly optimistic view.

Would Wednesday afternoon suit you for a discussion? If so, just let me know what time is best, I am free all afternoon.

[REDACTED]

Please see the comments below. I am adding you into this exchange to ask whether you would also be willing to share your knowledge on the Parades Commission with me. If so, would you be available on Wednesday afternoon for a discussion?

Please let me know if you have any questions in the meantime?

Kind regards

[REDACTED]

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**From:** Dominic Bryan [REDACTED]  
**Sent:** 26 September 2021 19:33  
**To:** [REDACTED] <[REDACTED]@gov.scot>  
**Subject:** RE: Scottish Government interest in a Parades Commission

[REDACTED]

I am happy to help. And I suggest you get in touch with [REDACTED] and [REDACTED] who both have experience in looking at the parades commission and public order from its inception.

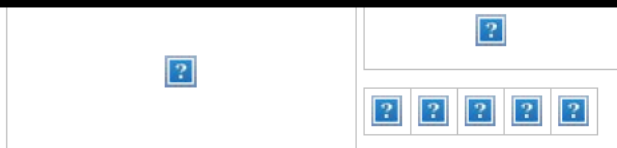
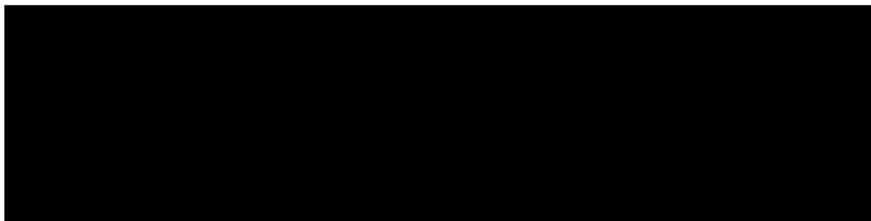
[REDACTED] [REDACTED] involved with the setting up of the Commission in 97/98 [REDACTED] were probably the first to identify the idea in a report [REDACTED] [REDACTED] a range of reports and academic papers in the following decade. I could send you a range of those papers or links if that was a help. In addition [REDACTED] have worked on human rights and public order across Europe.

There are strengths and weaknesses to the sort of quasi-judicial institution are worth reviewing as you move ahead.

My phone is [REDACTED], but happy to chat in any form when there is a good time for you.

Best

Dom



Queen's University Belfast, University Road |Belfast BT7 1NF, Northern Ireland, United Kingdom

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**From:** [REDACTED]@gov.scot [REDACTED]@gov.scot>  
**Sent:** 24 September 2021 12:59  
**To:** Dominic Bryan [REDACTED]  
**Subject:** Scottish Government interest in a Parades Commission

You don't often get email from [REDACTED]@gov.scot. [Learn why this is important](#)

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Dear Professor Bryan

I have been given your contact by [REDACTED] who I have been speaking to about sectarianism and the Orange Order. In the Scottish Parliament yesterday the First Minister gave a commitment for the Scottish Government to consider setting up a Parades Commission similar to that in Northern Ireland and I have pasted the text from the exchange in Parliament at the bottom of this e-mail.

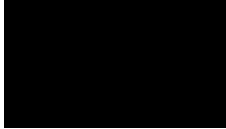
I have been asked to scope this out as my team's policy interests include marches, parades, static demonstrations and tackling sectarianism. When I was discussing this with [REDACTED] mentioned that [REDACTED] had some contacts who have been involved with the Parades Commission and suggested that you would have some insights into this.

I was therefore wondering whether you would be willing to discuss this with me and colleagues from the Scottish Government. I am looking to establish the pros and cons of having a Parades Commission and whether the model in Northern Ireland is something that could be adapted usefully in a Scottish context. If you would be happy to meet then please let me know what days and times would suit you. The platform that we normally

use for meetings is [REDACTED].

If you have any questions then please just contact me. Also, if there is anyone else who you think it would be useful for me to talk to then please let me know and I would be happy to contact them.

Kind regards



The Scottish Government  
[REDACTED]

## Parades Commission

### James Dornan (Glasgow Cathcart) (SNP)

The First Minister will have seen the reports last week of the disgraceful anti-Catholic singing during the Orange Order marches throughout Glasgow, including in my constituency. At least three of the routes involved marching past Roman Catholic churches, which caused great distress and concern to the members of those parishes and the wider church in Scotland.

Given those events, will the First Minister consider the creation of a parades commission, similar to that in Northern Ireland, to take a non-partisan and independent look at the number and routes of such parades? Anyone old enough to remember the annual battles at Drumcree will verify the difference that the commission has made in Northern Ireland.

There were also shameful reports of Glasgow city councillors receiving death threats when any possible restriction of Orange Order parades was discussed. I am in no doubt that, just as in Northern Ireland, a parades commission would go a long way towards taking some of the heat out of the discussion of parades. I am sure we can all agree that, if those parades are to go ahead, they should do so in a way that least threatens and intimidates those of another faith or opinion.

### The First Minister (Nicola Sturgeon)

Regarding James Dornan's proposal for a parades commission, I am happy for the Government to give that further consideration. I have already asked the justice secretary to consider what further action could be taken to maintain the important balance of rights between peaceful procession and freedom of speech and the ability of people to go about their daily lives without feeling unsafe or facing harassment. I will ask the justice secretary to consider the possible creation of a parades commission as part of that.

It is important to stress that peaceful public assembly and freedom of expression are fundamentally important rights. I know that we are all committed to upholding them. It is also a fundamental right for any person or community to go about their daily business

without fearing for their safety. I know that members will join me in unequivocally condemning all the instances of anti-Catholic bigotry that we have recently seen on our streets. There is no place for that in a modern Scotland, and we must all show zero tolerance towards it.

I confirm that we will give the specific proposal consideration and will report back to Parliament in due course.

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[REDACTED]

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**From:** [REDACTED]@gov.scot  
**Sent:** 02 December 2021 16:02  
**To:** Dominic Bryan  
**Subject:** RE: PRIVATE: Parades Commission in Scotland

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That's great, I'll send a meeting request shortly.

[REDACTED]

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**From:** Dominic Bryan [REDACTED]  
**Sent:** 02 December 2021 15:49  
**To:** [REDACTED]@gov.scot>  
**Subject:** RE: PRIVATE: Parades Commission in Scotland

[REDACTED]

How about 2.30 Monday afternoon.

Dom

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**From:** [REDACTED]@gov.scot [REDACTED]@gov.scot>  
**Sent:** 02 December 2021 09:54  
**To:** Dominic Bryan <[REDACTED]>  
**Subject:** RE: PRIVATE: Parades Commission in Scotland

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Great, thanks Dom

I am currently free for all of Monday afternoon so anytime that suits you will be fine with me. Just let me know and I'll put something in the diary.

Kind regards

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**From:** Dominic Bryan [REDACTED]  
**Sent:** 02 December 2021 06:47  
**To:** [REDACTED]@gov.scot>  
**Subject:** RE: PRIVATE: Parades Commission in Scotland

[REDACTED]

I am free Monday afternoon. Would that suit?

Dom



From: [REDACTED]@gov.scot [REDACTED]  
Sent: 02 December 2021 00:06  
To: Dominic Bryan [REDACTED]  
Subject: RE: PRIVATE: Parades Commission in Scotland

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Hi Dom

Happy to chat, when would suit you?

From: Dominic Bryan [REDACTED]  
Sent: 01 December 2021 15:16  
To: [REDACTED]@gov.scot>  
Subject: RE: PRIVATE: Parades Commission in Scotland

I would need to discuss the work-load with you but I am happy to help if I can.

Shall we arrange to chat.

Dom

From: [REDACTED]@gov.scot [REDACTED]  
Sent: 01 December 2021 12:59  
To: Dominic Bryan [REDACTED]  
Subject: PRIVATE: Parades Commission in Scotland

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Dear Dominic

I hope you are well.

You will recall that we had previously discussed the issue of the Parades Commission in Northern Ireland and what, if anything, could be learned from this and adapted and whether we can adapt any of this learning in the Scottish context to improve the processes surrounding marches and parades here. The Cabinet Secretary for Justice and Veterans at the Scottish Government has asked that we now consider this issue in more detail and has asked for a small, short-life, independent working group to be established to consider this and make recommendations to him on any action identified which could be applied in Scotland.

We are keen to involve someone in the group who has knowledge of the Parades Commission in Northern Ireland, but is independent of it, in the working group and also note that your specialist interests in issues such as public ritual; ethnicity; nationalism and group identity; Irish history; and Orangeism could all add value to the work of the group. Would you be interested in becoming part of the working group? If so, I can come back to you with further information and would be happy to set up a meeting to discuss this with you in more detail if that would be helpful. You can also contact me by phone on [REDACTED] if that would be easier.



Kind regards

  
The Scottish Government  


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[REDACTED]

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**From:** [REDACTED]@gov.scot  
**Sent:** 15 December 2021 13:20  
**To:** Dominic Bryan; [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Working Group on Marches and Parades in Scotland  
**Attachments:** Parades Commission remit etc - draft of 6 December 2021.docx  
**Importance:** High

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Hi all

I know that our meeting today is an introductory and relatively informal meeting, but in advance I thought that I would suggest a rough agenda:

1. Introductions
2. Summary of the background from the Scottish Government
3. Comments from the Chair of the group
4. Open discussion on the way forward (potentially based on the attached paper)
5. Summary of next steps
6. Date of next meeting

I hope that's helpful

[REDACTED]  
[REDACTED]  
The Scottish Government  
[REDACTED]

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## **IMPROVING PROCESSES FOR DEALING WITH CHALLENGING MARCHES AND PARADES: SHORT LIFE WORKING GROUP**

### **Purpose**

1. The overarching principle of what we are seeking to achieve was set out by the First Minister who was clear about this in her remarks in the Chamber of the Scottish Parliament on 23 September:

*[We will] consider what further action could be taken to maintain the important balance of rights between peaceful procession and freedom of speech and the ability of people to go about their daily lives without feeling unsafe or facing harassment.*

The First Minister was also clear that:

*...peaceful public assembly and freedom of expression are fundamentally important rights.... we are all committed to upholding them. It is also a fundamental right for any person or community to go about their daily business without fearing for their safety. There is no place for [anti-Catholic bigotry] in a modern Scotland, and we must all show zero tolerance towards it.*

2. To do this an independent short life working group is being established which will seek to define any problems being experienced through engagement with, and gathering evidence from a range of key interests including, but not limited to, local authorities; Police Scotland; community representatives; and march organisers.

3. Specifically, the working group is being asked to consider the work of the Parades Commission in Northern Ireland and whether there is anything which can be learned from their approach to the organisation of marches and parades that could be adapted to improve the processes and running of marches and parades in Scotland.

4. The working group will conclude by making recommendations to the Cabinet Secretary for Justice and Veterans on what actions, if any, should be taken to improve the running of marches and parades in Scotland.

### **Remit**

5. The following remit is proposed for the working group:

*To identify whether there are any challenges involved in the running of marches and parades and the notification process in Scotland to achieve the right balance between the human rights of organisers/participants with those communities impacted by these events. To consider how any challenges (identified) could be addressed, and the practical implications of making any changes, and make recommendations based on these.*

## Membership

6. The members of the working group will be:

- Professor Dominic Bryan, Chair
- [REDACTED]
- [REDACTED]
- [REDACTED]

## Secretariat

7. The secretariat for the working group could be provided by officials from the Scottish Government's Community Safety Unit. Officials will be there simply to provide administrative support and organisation and officials will not participate in the work of the group or the preparation of the group's recommendations.

## Work plan

8. It is up to the working group themselves to set their work plan which will be enabled by the secretariat.

## Lifespan

9. The intention is for this to be a short life working group and, if any recommendations aim to introduce changes to the current processes for running marches and parades in Scotland, will aim to make these recommendations in time for them to be implemented prior to the main marching period in 2022 – historically the majority of marches take place during July, August and September.

10. A rough timeline is set out below:

Date	Activity
<b>November/ December 2021</b>	Establish the working group.
<b>November 2021 to March 2022</b>	Evidence gathering and engagement. Development of recommendations.
<b>March/April 2022</b>	Working group reports to Ministers with their recommendations.
<b>April/May 2022</b>	Ministers decide whether to accept the recommendations of the working group in full or in part, or to reject them. If accepted an implementation plan will be developed.

## Media

11. It is likely that the working group will attract interest from the media. Members may therefore wish to agree a process for dealing with any such enquiries, such as agreeing that all enquiries will be channelled through the Chair.

## **Freedom of Information**

12. In the interests of being as open and transparent as possible, the working group may wish to consider agreeing to the publication of the substantive papers created during the lifespan of the group. This would mean that agendas, minutes of meetings and final versions of any papers created for group discussions would be published by the Scottish Government at an agreed date after the group had concluded its work.

Scottish Government  
December 2021

[REDACTED]

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**From:** [REDACTED]@gov.scot  
**Sent:** 17 December 2021 08:37  
**To:** Dominic Bryan  
**Cc:** [REDACTED]@gov.scot  
**Subject:** RE: Marches and parades in Scotland - working group

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Many thanks Dom

We'll go through these and come back to you.

Kind regards

[REDACTED]

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**From:** Dominic Bryan [REDACTED]  
**Sent:** 16 December 2021 16:15  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Marches and parades in Scotland - working group

[REDACTED]

We now have to go through [REDACTED] arrangements for me to work as a consultant. I have attached a draft of the form I will present to my head of school and the University policy and contracts. As you will see, as a Prof, I apparently cost [REDACTED] a day (possibly + [REDACTED] admin). As such, if I remember our discussion about costs, I have put myself down for [REDACTED]. At this point, this is what my Head of School will be approving.

Needless to say, from me, you will have a commitment that the job will be done regardless of time. Obviously, if the life of the working group does extend beyond June, and an initial report, we would need to look at everything again.

You may well have looked at these arrangements more often than I have and therefore have a view on whether this is realistic or not.

Best

Dom

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**From:** [REDACTED]@gov.scot [REDACTED]  
**Sent:** 13 December 2021 16:50  
**To:** Dominic Bryan [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Marches and parades in Scotland - working group

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That's great news, thanks Dom

Kind regards

[REDACTED]

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From: Dominic Bryan [REDACTED]  
Sent: 13 December 2021 15:48  
To: [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>  
Cc: [REDACTED]  
Subject: RE: Marches and parades in Scotland - working group

[REDACTED]

My head of school is happy that this goes ahead and I am engaging with our finance people to move the discussions to the next step. Ill get back to you with details shortly.

Dom

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From: [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)> [REDACTED]  
Sent: 09 December 2021 12:51  
To: Dominic Bryan [REDACTED]  
Cc: [REDACTED]  
Subject: RE: Marches and parades in Scotland - working group

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That's great, thanks for letting me know.

[REDACTED]

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From: Dominic Bryan [REDACTED]  
Sent: 09 December 2021 12:23  
To: [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>  
Cc: [REDACTED]  
Subject: RE: Marches and parades in Scotland - working group

[REDACTED]

My Head of School is away this week, so I have not got a reply from [REDACTED] yet. However, I have a meeting pencilled in with [REDACTED] on Monday afternoon so I should have something firmer by then.

Dom

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From: [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)> [REDACTED]  
Sent: 06 December 2021 15:37  
To: Dominic Bryan [REDACTED]  
Cc: [REDACTED] <[\[REDACTED\]@gov.scot](mailto:[REDACTED]@gov.scot)>  
Subject: Marches and parades in Scotland - working group

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Hi Dom

Thank you for agreeing to chair the independent working group, subject to university agreement. As promised, attached is a draft paper setting out the proposed remit and membership. Please let

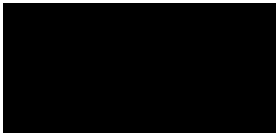


me know if you are happy with this and I can circulate it to everyone and suggest we use it as the basis for an initial informal meeting.

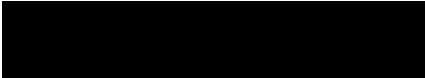
Also to confirm that we can reimburse the organisations that group members work for for their time and also reimbursed all reasonable travel expenses subject to proof of travel being provided (as I am sure you can guess we have a form for this that needs to be completed by individuals claiming expenses).

Just get in touch if you have any questions.

Kind regards



The Scottish Government



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[REDACTED]

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**From:** [REDACTED]@gov.scot  
**Sent:** 22 December 2021 16:29  
**To:** Dominic Bryan; [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Working group Meeting 1 Minutes and poll for next date

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Thanks Dom

The circuit breaker in Scotland lasts from Boxing Day to 16 January and we should know fairly early in the new year whether this is likely to be extended and whether this visit is feasible. We'll come back to you with more information when we have it.

I hope everyone has a great Christmas and new year!

Best wishes

[REDACTED]

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**From:** Dominic Bryan [REDACTED]  
**Sent:** 21 December 2021 17:19  
**To:** [REDACTED]@gov.scot>; [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Working group Meeting 1 Minutes and poll for next date

[REDACTED]

In principle I would like to see it. Obviously, the Covid situation might make this not feasible. But, in principle, yes.

Dom

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**From:** [REDACTED]@gov.scot [REDACTED]  
**Sent:** 21 December 2021 13:57  
**To:** Dominic Bryan [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Working group Meeting 1 Minutes and poll for next date

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Hi all

At the meeting you had mentioned that you were interested in seeing marches and parades on the ground. We have become aware of a march that may be taking place in Glasgow on 22 January which is likely to present issues for the council and police. We understand that it is an

Irish Republican march. If you would be interested in observing this let us know and we will get more details.

Kind regards

From: [REDACTED]@gov.scot>

Sent: 20 December 2021 17:03

To: d.bryan@

[REDACTED]gov.scot>; [REDACTED]

Subject: Working group Meeting 1 Minutes and poll for next date

Good evening all,

I've attached the minutes for the first meeting and below is a link to find a date/time for the next meeting. Please tick all you are available and just let me know if none of the dates are suitable and I'll add more.

[https://doodle.com/poll/284gam2e7q22mk64?utm\\_source=poll&utm\\_medium=link](https://doodle.com/poll/284gam2e7q22mk64?utm_source=poll&utm_medium=link)

Thanks.

[REDACTED]

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**From:** [REDACTED]@gov.scot  
**Sent:** 24 January 2022 13:24  
**To:** [REDACTED] Dominic Bryan;  
**Cc:** [REDACTED]  
**Subject:** RE: Working Group Name

This message is from an external sender. Please take care when responding, clicking links or opening attachments.

Thanks all

Does anyone else have a view on 'Facilitating Peaceful Assemblies in Scotland: Procedures and Best Practices – Short Life Working Group'?

Happy to discuss.

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 24 January 2022 13:10  
**To:** [REDACTED]@gov.scot>;  
d.bryan@gov.scot  
**Cc:** [REDACTED]  
**Subject:** RE: Working Group Name

Also happy with this

---

**From:** [REDACTED]  
**Sent:** 24 January 2022 12:54  
**To:** [REDACTED]@gov.scot; d.bryan@gov.scot  
**Cc:** [REDACTED]  
**Subject:** RE: Working Group Name

This is fine by me too.

The only thing I'd say (and it may not be especially important) is that 'Rights and responsibilities' is quite all encompassing and could be interpreted to mean a wholesale review, rather than a more narrowly confined review of processes/procedures and practices.

Also, I do think we will need to look at static demonstrations (particularly counter-demonstrations) and limiting it to 'marches and parades' may imply otherwise.

On that basis, it might for example make sense to couch it in terms of:

[Facilitating] Peaceful Assemblies in Scotland: Procedures and [Best] Practices – Short Life Working Group

Just a thought – I'm certainly not wedded to the above and am fairly ambivalent as to the name!

From: [REDACTED]@gov.scot <[REDACTED]@gov.scot>

Sent: 24 January 2022 11:24

To: d.bryan@gov.scot

Cc: [REDACTED]

Subject: Working Group Name

**Warning:** This email is from outside the UEA system. Do not click on links or attachments unless you expect them from the sender and know the content is safe.

Dear All

Just a quick note on the name of the group. The point is well taken that we should not refer to the "Parades Commission" as part of the title, but the Cabinet Secretary is keen that there is a strong focus on rights and responsibilities and we therefore wondered whether you would be comfortable with referring to the group as **"Marches and Parades Rights and Responsibilities – Short Life Working Group"**?

This is not a name that has been used for any of the groups we have worked with in relation to marches and parades (or in relation to tackling sectarianism) so it would establish the group as being distinctly different from previous groups.

Let us know what you think. Happy to discuss further.

Kind regards

\*\*\*\*\*

This e-mail (and any files or other attachments transmitted with it) is intended solely for the attention of the addressee(s). Unauthorised use, disclosure, storage, copying or distribution of any part of this e-mail is not permitted. If you are not the intended recipient please destroy the email, remove any copies from your system and inform the sender immediately by return. Communications with the Scottish Government may be monitored or recorded in order to secure the effective operation of the system and for other lawful purposes. The views or opinions contained within this e-mail may not necessarily reflect those of the Scottish Government.

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[REDACTED]

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**From:** [REDACTED]@gov.scot  
**Sent:** 26 January 2022 11:20  
**To:** Dominic Bryan  
**Cc:** [REDACTED]@gov.scot  
**Subject:** RE: QUB

**This message is from an external sender. Please take care when responding, clicking links or opening attachments.**

Hi Dom

Apologies for the length of time this is taking, we are still going through the non-competitive process that we are required to but it is in hand. We are anticipating that someone should be in touch with your university next week and we'll let you know when this happens.

Again, apologies this is taking so long.

[REDACTED]

---

**From:** Dominic Bryan [REDACTED]  
**Sent:** 25 January 2022 16:44  
**To:** [REDACTED]  
**Subject:** QUB

[REDACTED]

Where are we on confirming everything with the University?

Apologies if I have missed an email on this.

Thanks

Dom

[REDACTED]



[www.qub.ac.uk](http://www.qub.ac.uk)



Queen's University Belfast, University Road | Belfast BT7 1NF, Northern Ireland, United Kingdom

\*\*\*\*\*

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[REDACTED]

---

**From:** Dominic Bryan  
**Sent:** 25 February 2022 08:33  
**To:** [REDACTED]  
**Subject:** RE: Facilitating Peaceful Assemblies in Scotland: Procedures and Best Practices – Short Life Working Group  
**Attachments:** Bryan Scotland - Parades Working Group Tender.docx

[REDACTED]

Thanks. I have attached the document. I am not totally sure what it was supposed to look like but I think this should do the job.

Dom

---

**From:** [REDACTED]  
**Sent:** 25 February 2022 07:45  
**To:** Dominic Bryan [REDACTED]  
**Subject:** RE: Facilitating Peaceful Assemblies in Scotland: Procedures and Best Practices – Short Life Working Group

Hello Dominic,

[REDACTED] if you send through your proposal by first thing Monday I'll upload it.  
Have a good weekend.

[REDACTED]

---

**From:** Dominic Bryan [REDACTED]  
**Sent:** 24 February 2022 16:44  
**To:** [REDACTED]  
**Subject:** RE: Facilitating Peaceful Assemblies in Scotland: Procedures and Best Practices – Short Life Working Group

[REDACTED] I have just seen this. I will get it done and return it to you.

Dom

---

**From:** [REDACTED]  
**Sent:** 21 February 2022 08:39  
**To:** Dominic Bryan [REDACTED]  
**Subject:** RE: Facilitating Peaceful Assemblies in Scotland: Procedures and Best Practices – Short Life Working Group

Morning Dominic,

I have accepted the invitation and regarding the response if you look at schedule 5 it asks for a proposal document. When you have this completed if you send it to me I'll upload it through the PostBox function on PublictendersScotland. Deadline in 12 on Monday 28<sup>th</sup> Feb [REDACTED] so it would be best if you could get this document to me this week to allow plenty of time!

Thanks

[REDACTED]

---

From: Dominic Bryan [REDACTED]  
Sent: 19 February 2022 14:43  
To: [REDACTED]  
Subject: RE: Facilitating Peaceful Assemblies in Scotland: Procedures and Best Practices – Short Life Working Group

[REDACTED]

I do want to accept this. I am not totally clear what is needed from here on in. Do I have to put a document together for the tender?

Dom

---

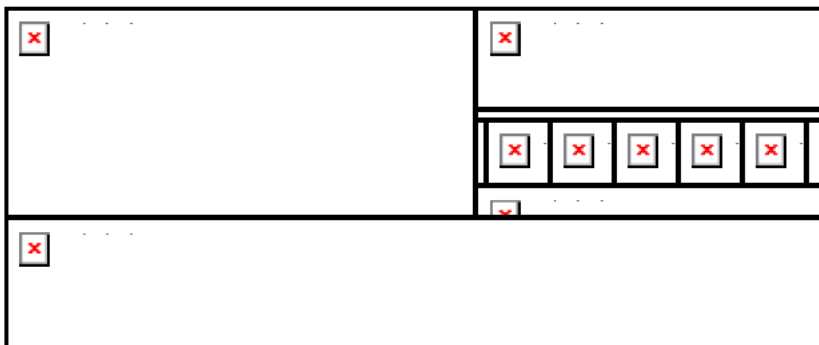
From: [REDACTED]  
Sent: 18 February 2022 16:23  
To: Dominic Bryan [REDACTED]  
Subject: Facilitating Peaceful Assemblies in Scotland: Procedures and Best Practices – Short Life Working Group

Hello Dominic,

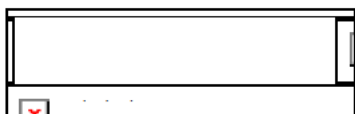
I received the attached invitation through the QUB registration on PublicContractsScotland and I understand this is for you. I note that the proposal deadline is noon on Monday 28th February. Can you advise if you wish to accept or decline this invitation so I can let the buyer know.

Thanks

[REDACTED]



Outstanding Contribution from a KTP Support Team



## Proposal Document – Professor Dominic Bryan, Queen’s University Belfast

### Facilitating Peaceful Assemblies in Scotland: Procedures and Best Practices – Short Life Working Group

#### Understanding of the remit and proposed approach to research, evaluation and reporting

The framework for facilitating and regulating peaceful assemblies in Scotland must ultimately be compatible with the Human Rights Act 1998. As such, it must be capable of taking account of, and achieving an appropriate balance between, the rights of organisers/participants and those impacted by assemblies.

An independent short life working group is being established which will seek to define any problems being experienced through engagement with, and gathering evidence from, a range of key interests including, but not limited to, local authorities. In particular, the working group is being asked to consider the work of the Parades Commission in Northern Ireland and whether there is anything which can be learned from their approach to the organisation of marches and parades that could be adapted to improve the processes and running of marches and parades in Scotland.

As a member of the working group, Professor Dominic Bryan will work to:

- Identify the key legal issues and challenges as regards notification, adjudication and mediation of parades in Scotland, with particular reference to Glasgow and surrounding areas.
- Assess and compare those processes with those undertaken by the Northern Ireland Parades Commission to identify aspects of comparison and learning, that might allow for recommendations, whilst being mindful of the different contexts.
- assist (with members of the working group and the community safety unit of the Scottish Government) in managing the working group in terms of research, evaluation, report writing and public outreach.

#### Relevant skills, knowledge and experience which contribute towards the remit

Dominic Bryan is a Professor of Anthropology at Queen’s University Belfast. Dominic received a BSc in Anthropology and Sociology at Ulster University (1987), an MPhil in Anthropology at Cambridge University (1998), and a PhD at UU (1997) before being employed by QUB in 1999 and made Professor in 2019.

Dominic is an anthropologist researching identity and public space and, since 1991, has conducted detailed research on symbols, rituals and commemorative practice in Northern Ireland. His work includes two monographs (*Orange Parades* Pluto Press 2000, *Civic identity and public space: Belfast since 1780*, with Sean Connolly, Manchester University Press 2019), 21 peer reviewed journal articles, 29 book chapters and 15 policy reports. The 1996 report *Parade and Protest* was the first to explore the use of an independent commission to resolve disputes over parades in Northern Ireland.

Dominic was Director of the Institute of Irish Studies at QUB from 2002-2016, Co-Chair of the Northern Ireland all-party Commission on Flags, Identity, Culture and Tradition in Northern

Ireland (2016-20), Chair of the NGO Diversity Challenges (2003-present), a member of the Living Memorial Museum sub-group of Healing Through Remembering (2006-2010) and assistant Director at Democratic Dialogue (1997-99).

In the UK Research Excellence Framework 2014 Dominic's research received a maximum 4\* for research impact and the research was placed 3rd in the ESRC Impact Awards (2014). Dominic has worked on projects with the Northern Ireland Human Rights Commission, Northern Ireland Community Relations Council, Co-Operation Ireland and the United Nations Human Rights Office on Civil Society (2013 and 2019). Dominic is presently the research lead evaluating the Communities in Transition Programme, part of the Northern Ireland Government's Tackling Paramilitarism policy.

### **Relevant publications and reports include:**

Bryan, D. Tom Fraser & Seamus Dunn. (1995). *Political Rituals: 'Loyalist' Parades in Portadown* Coleraine: Centre for the Study of Conflict.

Bryan, D. & N. Jarman. (1996). *Parade and Protest: A Discussion of Parading Disputes in Northern Ireland*. Coleraine: Centre for the Study of Conflict.

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Bryan, Dominic and Clifford Stevenson (2006) *Flags Monitoring Project 2006: Preliminary Findings*. Office of the First and Deputy First Minister, Northern Ireland.

O'Kelly, C and D. Bryan (2007) 'The Regulation of Public Space in Northern Ireland' *Irish Political Studies* Vol 22, No.4 pp.565-584

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Bryan, Dominic; Connolly, Sean; Nagle, John. (2019) *Civic identity and public space: Belfast since 1780*. Manchester University Press.

#### **Risk management and quality assurance of national and local impact of proposed recommendations**

Every effort will be made to ensure that the research undertaken, and recommendations submitted meet expected academic standards of rigor and quality, commensurate with the short-term nature of the working group.

A key question for the group to consider will be the extent to which different models for the regulation of assemblies (and/or different aspects of these models) are transposable from one jurisdiction to another. This will inevitably entail an assessment of the extent to which the institutions and processes respond to and reflect different underlying social dynamics and perceptions of legitimacy. It is hoped that by giving due attention to such background questions, the political risks that may be associated with the implementation of any of the Working Group recommendations can be duly managed and mitigated.

This working group has a very tight time schedule and there are some risks associated with such a tight work turnaround.

[REDACTED]

---

**From:**

**Sent:** 04 March 2022 08:43

**To:** Dominic Bryan

**Subject:** FW: [REDACTED] - INVITATION TO TENDER FOR Facilitating Peaceful Assemblies in Scotland: Procedures and Best Practices – Short Life Working Group

**Attachments:** Contract Award Letter - Prof D Bryan.pdf; Contract Award Letter - Annex C - terms and conditions.pdf

Good morning Dominic,

Please see attached and if you are happy with the contract award please let me know and I'll ask [REDACTED] to sign on behalf of QUB.

Best regards

[REDACTED]

---

**From:** [REDACTED]@gov.scot [REDACTED]

**Sent:** 04 March 2022 08:13

**To:** [REDACTED]

**Cc:** [REDACTED]

**Subject:** [REDACTED] - INVITATION TO TENDER FOR Facilitating Peaceful Assemblies in Scotland: Procedures and Best Practices – Short Life Working Group

You don't often get email from [REDACTED]@gov.scot. [Learn why this is important](#)

**This message is from an external sender. Please take care when responding, clicking links or opening attachments.**

Dear [REDACTED]

Thank you for submitting Professor Bryan's response to this tender.

Please find attached a contract award letter for [REDACTED] attention, I would be grateful if [REDACTED] could complete the receipt acknowledgement at page 2 and return to me.

I have also copied in [REDACTED], who will be the contract manager.

Kind regards

[REDACTED]

Scottish Government

[REDACTED]



\*\*\*\*\*

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\*\*\*\*\*



Professor Dominic Bryan  
[REDACTED]

The Queen's University of Belfast  
Research and Enterprise Department  
University Road  
Belfast  
BT7 1NN

Email: [REDACTED]

4 March 2022

Dear Professor Bryan

INVITATION TO TENDER FOR Facilitating Peaceful Assemblies in Scotland:  
Procedures and Best Practices – Short Life Working Group

Thank you for your tender dated 28 February 2022. We have now completed our evaluation of your tender and on behalf of Scottish Ministers we are pleased to confirm acceptance of your tender for the above requirements.

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

- This Contract Award letter;
- The Scottish Ministers Specification of Requirements attached at Annex A;
- Professor Dominic Bryan's tender response dated 28 February 2022 and attached at Annex B; and
- The framework terms and conditions attached at Annex C.

The contract will commence on 7 March 2022 and end on 31 July 2022 unless it is terminated in accordance with the Terms and Conditions. Members are invited to sit on the working group on the basis that their organisations will be reimbursed for their working time (and all reasonable travel expenses) up to the amount of [REDACTED]. Payments will be made within receipt and agreement of invoices which should be submitted following each month's work.

Please acknowledge receipt of this Contract Award letter by signing at the dedicated section below by 7 March 2022 and returning for my attention at the email address below.

Please note that the Contract Manager for this contract is [REDACTED] who can be contacted by email at [REDACTED]@gov.scot

Please do not hesitate to contact me directly should you have any questions about the content of this letter.

Yours Sincerely



Official - Sensitive

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I hereby acknowledge receipt of this Contract award letter.

**Signature**

**Position**

**Name**

**Date**

## **Annex A – Scottish Government's Specification of Requirements**

### **Facilitating Peaceful Assemblies in Scotland: Procedures and Best Practices – Short Life Working Group**

#### **Description of services**

The Facilitating Peaceful Assemblies in Scotland: Procedures and Best Practices – Short Life Working Group has been set up with the remit to:

- identify any challenges that are involved in the running of marches and parades and the notification process in Scotland to achieve the right balance between the human rights of organisers/participants with those communities impacted by these events.
- consider how these challenges could be addressed, and the practical implications of making any changes, and make recommendations based on these.

Marches, parades and protests can be very contentious and have resulted in considerable public concern over the current management and running of these events, and the impact they are having on the lives of communities across Scotland. This concern continues to grow and evolve placing additional pressures on statutory service providers such as police and local authorities, while tensions between communities become more fraught. In response to this concern, on 23 September 2021 the First Minister committed to 'consider what further action could be taken to maintain the important balance of rights between peaceful procession and freedom of speech and the ability of people to go about their daily lives without feeling unsafe or facing harassment'. Research was undertaken by Scottish Government officials into the existing Parades Commission model in Northern Ireland after it was suggested that this had the potential to offer improvements to Scotland's existing processes. This has led to the creation of this small short life independent working group with four suitably qualified individuals who can use their skills and expertise to review current processes and develop recommendations addressing identified problems experienced by local authorities, police and communities in relation to marches, parades and protests. The need to maintain and respect human rights will be central to the considerations of the group throughout their evidence gathering and considerations.

#### **Objectives and Indicators**

**Investigate and define problems being experienced by all with a stake in the current process.**

- Establish a strong understanding of the current laws, regulations, codes of conduct and any other processes involved within the scope of work.
- Reflect on pre-existing research and work which has looked at these processes.
- Engage with, and gather evidence from, local authorities; Police Scotland; community representatives; march organisers; and experts.
- Define any problems and the extent of how endemic they are across Scotland.

### **Research Northern Ireland's model and identify best practice**

- Establish a strong understanding of the Parades Commission, including all of its functions, processes and responsibilities. This will include engaging with the Commission, experts in Northern Ireland and those who engage in the processes.
- Identify any aspects of Northern Ireland's processes which represent best practice.
- Evaluate the potential of those practices to inspire positive change for Scotland's processes.

### **Produce a report to Ministers with recommendations on what actions could be taken to address any problems identified**

- Report on what can be learned from the Northern Irish model, and any other models considered as part of this work, and consider if and how this learning could be adapted and applied in Scotland to address existing issues identified.
- Specifically consider the balance between the human rights of organisers/participants with those communities impacted by these events in all recommendations.
- Reflect on the practical implications of making any changes, particularly the potential for differing impacts on localities, and make recommendations with these considerations.
- Ensure transparency for this work. Once the group's work has concluded, all agendas, minutes and substantive discussion papers will be published.

### **Duration**

The contract will commence on 7 March 2022 and before 31 July 2022.

The aim is to produce any suitable recommendations with time to act on them before the main marching season begins in Summer 2022.

### **Contract value**

Members are invited to sit on the working group on the basis that their organisations will be reimbursed for their working time (and all reasonable travel expenses) up to the amount of [REDACTED]. Payments will be made within receipt and agreement of invoices which should be submitted following each month's work.

### **Scottish Government point of contact**

[REDACTED]  
Policy Officer  
Community Safety Unit, Area 1 West, St Andrews House, Regent Road, Edinburgh,  
EH1 3DG  
[REDACTED]

### **Contract management arrangements**



Scottish Government Officials will have regular engagement with the Group throughout their work as secretariat support will be provided by officials from the Scottish Government's Community Safety Unit. All progress will be followed and evidenced by meeting minutes and report production. It is however vital that this group maintains independence to ensure the highest credibility of any recommendations made and as such membership is limited to members from organisations who do not have a stake in the outcome of this work. Additionally, no member of the short life working group will benefit financially from their participation in this work. They are invited to sit on the working group on the basis that their organisation will be reimbursed for their time and all reasonable travel expenses will be reimbursed.

### **Data Processing**

The group will be contacting relevant parties throughout their research and therefore will be gathering contacts. They will stick to GDPR and not hold any information longer than necessary. Scottish Government Officials have set up a secure digital group where research and work will be stored appropriately.

## Annex B – Professor Dominic Bryan Tender Response

### Understanding of the remit and proposed approach to research, evaluation and reporting

The framework for facilitating and regulating peaceful assemblies in Scotland must ultimately be compatible with the Human Rights Act 1998. As such, it must be capable of taking account of, and achieving an appropriate balance between, the rights of organisers/participants and those impacted by assemblies.

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**Risk management and quality assurance of national and local impact of proposed recommendations**

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This working group has a very tight time schedule and there are some risks associated with such a tight work turnaround.

## **Annex C – TERMS AND CONDITIONS**

- **see separate document**

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

## THE SCOTTISH GOVERNMENT

### SCOTTISH GOVERNMENT TERMS AND CONDITIONS 2 (SGTC2)

#### CONDITIONS OF CONTRACT FOR THE PURCHASE OF SERVICES

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

#### 1. DEFINITIONS

In these Conditions:

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

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

“Data Protection Laws” means any law, statute, subordinate legislation regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the UK GDPR;

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

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

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

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

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

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

“Purchase Order” means the document setting out the Purchaser’s requirements for the Contract;

“Purchaser” means the Scottish Ministers;

“Schedule” means a schedule annexed to and forming part of these conditions;

‘Services’ means the services to be provided as specified in the Purchase Order and shall, where the context so admits, include any materials, articles and goods to be supplied thereunder;

“Supplier” means the person, firm or company to whom the Contract is issued.

“Third country” means a country or territory outside the United Kingdom.

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

#### CHANGE TO CONTRACT REQUIREMENTS

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

2.2 Save as otherwise provided herein, no variation of the Services as provided for in Condition 2.1 hereof shall be valid unless given or confirmed in the form of an order given by the Purchaser. All such orders shall be given in writing provided that if for any reason the Purchaser shall find it necessary to give any such order orally in the first instance the Supplier shall comply with such oral order which must be confirmed in writing by the Purchaser within 2 working days of the giving of such oral order by the Purchaser, failing which the variation made by such oral order shall cease to have effect on the expiry of the said 2 working day period.

2.3 Where any such variation of the Services made in accordance with Condition 2.1 and 2.2 has affected or may affect the costs incurred by the Supplier in providing the Services, the Supplier will notify the Purchaser in writing of the effect which it has had or may have on the said costs and such notification shall be considered by the Purchaser, who shall take all of the facts into account (including such information as may be provided by the Supplier in respect of the effect which such variation has had or may have on the costs incurred by the Supplier in providing the service) and may authorise such alteration to the sums to be paid to the Supplier in accordance with the provisions of the Contract as are, in the Purchaser’s opinion, appropriate and reasonable in the circumstances.

#### 3. INSPECTION OF PREMISES AND NATURE OF SERVICES

3.1 The Supplier is deemed to have inspected the Premises before tendering so as to have understood the nature and extent of the Services to be carried out and is deemed to be satisfied in relation to all matters connected with the Services and Premises.

3.2 The Purchaser shall, at the request of the Supplier, grant such access as may be reasonable for this purpose.

#### 4. SECURITY AND ACCESS TO THE PURCHASER’S PREMISES

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

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

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

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

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

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

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

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

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

4.10 Breach of this Condition 4 by the Supplier is a material breach for the purposes of condition 19.2 (Termination).

4.11 If cyber security requirements apply to this Contract:

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

4.11.2 in that case the Supplier shall comply with the provisions of Schedule Part 2 (Cyber Security Requirements) and this Condition 4.11 shall not apply where the Contract does not include a Schedule Part 2 (Cyber Security Requirements).

In this Condition 4,

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



'Supplier Representatives' means all persons engaged by the Supplier in the performance of its obligations under the Contract including:

- ♣ its employees and workers (including persons employed by a third party but working for and under the control of the Supplier);
- ♣ its agents, suppliers and carriers; and
- ♣ any sub-contractors of the Supplier (whether approved under Condition 21 (Assignment and sub-contracting) or otherwise)

## 5. SUPPLIER'S STATUS

In carrying out the Services the Supplier shall be acting as principal and not as the agent of the Purchaser. Accordingly:

(a) the Supplier shall not (and shall procure that the Supplier's agents and servants do not) say or do anything that might lead any other person to believe that the Supplier is acting as the agent of the Purchaser, and

(b) nothing in this Contract shall impose any liability on the Purchaser in respect of any liability incurred by the Supplier to any other person but this shall not be taken to exclude or limit any liability of the Purchaser to the Supplier that may arise by virtue of either a breach of this Contract or any negligence on the part of the Purchaser, or the Purchaser's staff or agents.

## 6. SUPPLIER'S PERSONNEL

6.1 The Supplier shall take the steps reasonably required by the Purchaser to prevent unauthorised persons being admitted to the Premises. If the Purchaser gives the Supplier notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Supplier shall take all reasonable steps to comply with such notice and if required by the Purchaser the Supplier shall replace any person removed under this Condition with another suitably qualified person and procure that any pass issued to the person removed is surrendered.

6.2 If and when instructed by the Purchaser, the Supplier shall give to the Purchaser a list of names and addresses of all persons who are or may be at any time concerned with the Services or any part of them, specifying the capacities in which they are so concerned, and giving such other particulars and evidence of identity and other supporting evidence as the Purchaser may reasonably require.

6.3 The decision of the Purchaser shall be final and conclusive as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract and as to whether the Supplier has furnished the information or taken the steps required of the Supplier by this Condition.

6.4 The Supplier shall bear the cost of any notice, instruction or decision of the Purchaser under this Condition.

## 7. MANNER OF CARRYING OUT THE SERVICES

7.1 The Supplier shall make no delivery of materials, plant or other things nor commence any work on the Premises without obtaining the Purchaser's prior consent.

7.2 Access to the Premises shall not be exclusive to the Supplier but only such as shall enable the Supplier to carry out the Services concurrently with the execution of work by others. The Supplier shall co-operate with such others as the Purchaser may reasonably require.

7.3 The Purchaser shall have the power at any time during the progress of the Services to order in writing: (a) the removal from the Premises of any materials which in the opinion of the Purchaser are either hazardous, noxious or not in accordance with the Contract, and/or (b) the substitution of proper and suitable materials, and/or (c) the removal and proper re-execution notwithstanding any previous test thereof or interim payment therefor of any work which, in respect of material or workmanship is not in the opinion of the Purchaser in accordance with the Contract.

7.4 The Supplier shall forthwith comply with any order made under Condition 7.3.

7.5 On completion of the Services the Supplier shall remove the Supplier's plant, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Services and leave the Premises in a neat and tidy condition.

## 8. HEALTH AND SAFETY

The Supplier shall perform the Services in such a manner as to be safe and without risk to the health or safety of persons in the vicinity of the place where the Services are being performed (whether such persons are in the vicinity of the said place at the time when the Services are being performed or otherwise) and in such a manner as to comply with any relevant health and safety or other legislation (including Statutory Instrument, Orders, or Regulations made under the said legislation) and any requirements imposed by a local or other regulatory authority in connection with the performance of services of the type supplied to the Purchaser, whether specifically or generally. The Supplier shall indemnify the Purchaser and the Crown against all actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser or the Crown may suffer or incur as a result of or in connection with any breach of this Condition.

## 9. TIME OF PERFORMANCE

The Supplier shall begin performing the Services on the date stated in the Purchase Order and shall complete the Services by the date stated in the Purchase Order or continue to perform them for the period stated in the Purchase Order (whichever is applicable). Time is of the essence of the Contract. The Purchaser may by written notice require the Supplier to execute the Services in such order as the Purchaser may decide. In the absence of such notice the Supplier shall submit such detailed programmes of work and progress reports as the Purchaser may from time to time require.

## 10. PAYMENT

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

10.1.2 In this Condition 10, 'invoice' includes an electronic invoice meeting all requirements set out in regulation 70A of the Public Contracts (Scotland) Regulations 2015 or regulation 44A of the Concession Contracts (Scotland) Regulations 2016.

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

10.3 Notwithstanding Condition 21 (Assignment and sub-contracting) of this Contract the Supplier may assign to another person (an “assignee”) the right to receive payment of the Price or any part thereof due to the Supplier under this Contract subject to (i) deduction of sums in respect of which the Purchaser exercises the right of recovery under Condition 20 (Recovery of sums due) of this Contract and (ii) all the related rights of the Purchaser under this Contract in relation to the recovery of sums due but unpaid. The Supplier shall notify or procure that any assignee notifies the Purchaser of any variations to the arrangements for payment of the Price or for handling invoices, in each case in good time to enable the Purchaser to redirect payments or invoices accordingly. In the absence of such notification the Purchaser shall be under no obligation to vary the arrangements for payment of the Price or for handling invoices.

#### 11. FREE-ISSUE MATERIALS

Where the Purchaser for the purpose of the Contract issues materials free of charge to the Supplier such materials shall be and remain the property of the Purchaser. The Supplier shall maintain all such materials in good order and condition and shall use such materials solely in connection with the Contract. The Supplier shall notify the Purchaser of any surplus materials remaining after completion of the Services and shall dispose of them as the Purchaser may direct. Waste of such materials arising from bad workmanship or negligence of the Supplier or any of the Supplier’s servants, agents or sub-contractors shall be made good at the Supplier’s expense. Without prejudice to any other of the rights of the Purchaser, the Supplier shall deliver up such materials whether processed or not to the Purchaser on demand.

#### 12. AUDIT

12.1 The Supplier shall keep and maintain until 5 years after the Contract has been completed records to the satisfaction of the Purchaser of all expenditures which are reimbursable by the Purchaser and of the hours worked and costs incurred in connection with any employees of the Supplier paid for by the Purchaser on a time charge basis. The Supplier shall on request afford the Purchaser or the Purchaser’s representatives such access to those records as may be required by the Purchaser in connection with the Contract.

12.2 The provisions of this Condition 12 shall apply during the continuance of this Contract and after its termination howsoever arising.

#### 13. CORRUPT GIFTS OR PAYMENTS

The Supplier shall not offer or give, or agree to give, to any employee or representative of the Purchaser 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 Purchaser 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 Supplier is drawn to the criminal offences created by the Bribery Act 2010.

#### 14. INTELLECTUAL PROPERTY RIGHTS

14.1 All Intellectual Property Rights in any material including but not limited to reports, guidance, specification, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs which are created or developed by the Supplier on behalf of the Purchaser for use, or

intended use, in relation to the performance by the Supplier of its obligations under the Contract are hereby assigned to and shall vest in the Crown absolutely.

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

14.3 The Supplier must not infringe any Intellectual Property Rights of any third party in providing the Services or otherwise performing its obligations under the Contract. The Supplier shall indemnify the Purchaser against all actions, claims, demands, losses, charges, costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition 14.3.

14.4 The provisions of this Condition 14 shall apply during the continuance of this Contract and after its termination howsoever arising.

## 15. INDEMNITY AND INSURANCE

15.1 Without prejudice to any rights or remedies of the Purchaser the Supplier shall indemnify the Purchaser and the Crown against all actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser or the Crown may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any negligent or wrongful act or omission of the Supplier.

15.2 The Purchaser shall indemnify the Supplier in respect of all claims, proceedings, actions, damages, fines, costs, expenses or other liabilities which may arise out of, or in consequence of, a breach of the Data Protection Laws where the breach is the direct result of the Supplier acting in accordance with the Purchaser's specific written instructions. This indemnity provision shall not apply if the Supplier- (a) acts on the Purchaser's specific written instructions but fails to notify the Purchaser in accordance with Condition 28.12(c) of this Contract; (b) fails to comply with any other obligation under the Contract.

15.3 Except in the case of loss, damage or personal injury (including death) suffered by an employee of the Supplier (in respect of which the indemnity in Condition 15.1 shall apply whether or not the loss, damage or personal injury was caused by the negligent or wilful act or omission of the Purchaser, the Crown or any servant or agent of the Crown) the indemnity contained in Condition 15.1 shall not apply to the extent that the loss, damage or injury is caused by the negligent or wilful act or omission of the Purchaser, the Crown or any servant or agent of the Crown.

15.4 The Supplier shall have in force and shall require any sub-Contractor to have in force:

(a) employer's liability insurance in accordance with any legal requirements for the time being in force, and

(b) public liability insurance for such sum and range of cover as the Supplier deems to be appropriate but covering at least all matters which are the subject of indemnities or compensation obligations under these Conditions in the sum of not less than £1 million for any one incident and unlimited in total, unless otherwise agreed by the Purchaser in writing.

15.5 The policy or policies of insurance referred to in Condition 15.4 shall be shown to the Purchaser whenever the Purchaser requests, together with satisfactory evidence of payment of premiums, including the latest premium due thereunder.

## 16. DISCRIMINATION

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

#### 17. BLACKLISTING

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

#### 18. OFFICIAL SECRETS ACT, CONFIDENTIALITY, AND ACCESS TO GOVERNMENT INFORMATION

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

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

18.3 All information related to the Contract will be treated as commercial in confidence by the parties except that: (a) The Supplier may disclose any information as required by law or judicial order to be disclosed (b) The Purchaser may disclose any information as required by law or judicial order to be disclosed. Further, the Purchaser may disclose all information obtained by the Purchaser by virtue of the Contract to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Purchaser shall if the Purchaser sees fit disclose such information but is unable to impose any restrictions upon the information that the Purchaser provides to Members of the Scottish Parliament, (MSPs) or Members of the United Kingdom Parliament (MPs). Such disclosure shall not be treated as a breach of this Contract.

18.4 The provisions of this Condition 18 shall apply during the continuance of this Contract and after its termination howsoever arising.

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

#### 19. TERMINATION

19.1 The Supplier shall notify the Purchaser in writing immediately upon the occurrence of any of the following events: (a) where the Supplier is an individual and if a petition is presented for the Supplier's bankruptcy or the sequestration of the Supplier's estate or a criminal bankruptcy order is made against the Supplier, or the Supplier is apparently insolvent, or makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage the Supplier's affairs; or (b) where the Supplier 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 the firm or any partner in

the firm or any of those persons or a petition is presented for the Supplier to be wound up as an unregistered company; or (c) where the Supplier is a company, if the company passes a resolution for winding-up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) 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.

19.2 On the occurrence of any of the events described in Condition 19.1 or, if the Supplier 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 30 days of being required by the Purchaser in writing to do so or, where the Supplier is an individual if the Supplier shall die or be adjudged incapable of managing his or her affairs within the meaning of the Adults with Incapacity (Scotland) Act 2000 or the Mental Health (Care and Treatment) (Scotland) Act 2003, the Purchaser shall be entitled to terminate this Contract by notice to the Supplier with immediate effect. Thereupon, without prejudice to any other of the Purchaser's rights, the Purchaser may complete the Services or have them completed by a third party, using for that purpose (making a fair and proper allowance therefor in any payment subsequently made to the Supplier) all materials, plant and equipment on the Premises belonging to the Supplier, and the Purchaser shall not be liable to make any further payment to the Supplier until the Services have been completed in accordance with the requirements of the Contract, and shall be entitled to deduct from any amount due to the Supplier the costs thereof incurred by the Purchaser (including the Purchaser's own costs). If the total cost to the Purchaser exceeds the amount (if any) due to the Supplier, the difference shall be recoverable by the Purchaser from the Supplier.

19.3 The Purchaser may terminate the Contract in the event that:

- (a) the Contract has been subject to substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) (modification of contracts during their term) of the Public Contracts (Scotland) Regulations 2015; or
- (b) the Supplier has, at the time of contract award, been in one of the situations referred to in regulation 58(1) (exclusion grounds) of the Public Contracts (Scotland) Regulations 2015, including as a result of the application of regulation 58(2) of those regulations, and should therefore have been excluded from the procurement procedure.

19.4 The Purchaser may also terminate the Contract in the event of a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social and employment law.

19.5 In addition to the Purchaser's rights of termination under Condition 19.2, 19.3 and 19.4, the Purchaser shall be entitled to terminate this Contract by giving to the Supplier not less than 30 days notice to that effect.

19.6 Termination under Condition 19.2, 19.3, 19.4 or 19.5 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Purchaser and shall not affect the continued operation of Conditions 12(Audit), 14 (Intellectual Property Rights), 18 (Official Secrets Acts, etc.), 27 (TUPE) and 28 (Data Protection).

## 20. RECOVERY OF SUMS DUE

Wherever under this Contract any sum of money is recoverable from or payable by the Supplier, that sum may be deducted from any sum then due, or which at any later time may become due, to the

Supplier under this Contract or under any other agreement or contract with the Purchaser or with any department, agency or authority of the Crown.

## 21. ASSIGNATION AND SUB-CONTRACTING

21.1 The Supplier shall not assign or sub-contract any portion of the Contract without the prior written consent of the Purchaser. Sub-contracting any part of the Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under the Contract or these Conditions.

21.2 Where the Purchaser has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Supplier to the Purchaser immediately it is issued.

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

21.3.1 requires payment to be made of all sums due by the Supplier to the subcontractor within a specified period not exceeding 30 days from the receipt of a valid invoice as defined by the sub-contract requirements and provides that, where the Purchaser has made payment to the Supplier in respect of Services and the sub-contractor's invoice relates to such Services then, to that extent, the invoice must be treated as valid and, provided the Supplier is not exercising a right of retention or set-off in respect of a breach of contract by the sub-contractor or in respect of a sum otherwise due by the sub-contractor to the Supplier, payment must be made to the sub-contractor without deduction;

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

21.3.3 in the same terms as that set out in this Condition 21.3 (including for the avoidance of doubt this Condition 21.3.3) subject only to modification to refer to the correct designation of the equivalent party as the Supplier and subcontractor as the case may be.

21.4 The Supplier shall also include in every sub-contract:

21.4.1 a right for the Supplier to terminate that sub-contract if the relevant subcontractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or employment law or if any of the termination events (involving substantial modification of the Contract or contract award despite the existence of exclusion grounds) specified in Condition 19.3 occur; and

21.4.2 a requirement that the sub-contractor includes a provision having the same effect as 21.4.1 above in any sub-contract which it awards.

In this Condition 21.4, 'sub-contract' means a contract between two or more suppliers, at any stage of remoteness from the Purchaser in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

## 22. NOTICES

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

Order, or to such other address as the party may by notice to the other have substituted therefor, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

## 23. COMPLIANCE WITH THE LAW ETC.

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

23.1 all applicable law;

23.2 any applicable requirements of regulatory bodies; and

23.3 Good Industry Practice.

## 24. DISPUTE RESOLUTION

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

24.2 Any dispute or difference arising out of or in connection with the Contract, including any question regarding its existence, validity or termination which cannot be resolved in good faith, shall be determined by the appointment of a single arbitrator to be agreed between the parties, and failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the Scottish Arbitration Centre on the written application of either party. The seat of the arbitration shall be in Scotland. The language used in the arbitral proceedings shall be English.

24.3 Any arbitration under 24.2 is subject to the Arbitration (Scotland) Act 2010.

## 25. HEADINGS

The headings to Conditions shall not affect their interpretation.

## 26. GOVERNING LAW

These Conditions shall be governed by and construed in accordance with Scottish law and the Supplier 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 Purchaser to take proceedings against the Supplier 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.

## 27. TUPE

27.1 The Supplier recognises that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply in respect of the Contract, and that for the purposes of those Regulations, the undertaking concerned (or any relevant part of the undertaking) shall (a) transfer to the Supplier on the commencement of the Contract; (b) transfer to another supplier on the expiry of the Contract.

27.2 During the period of six months preceding the expiry of the Contract or after the Purchaser has given notice to terminate the Contract or the Supplier stops trading, and within 20 working days of being so requested by the Purchaser, the Supplier shall fully and accurately disclose to the Purchaser or to any person nominated by the Purchaser information relating to employees engaged in



providing the Services in relation to the Contract in particular, but not necessarily restricted to, the following:

(a) the total number of personnel whose employment with the Supplier is liable to be terminated at the expiry of this Contract but for any operation of law; and

(b) for each person, age and sex, details of their salary, date of commencement of continuous employment and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of staff do not have to be given); and

(c) information about the other terms and conditions on which the affected staff are employed, or about where that information can be found; and (d) details of pensions entitlements, if any.

27.3 The Supplier shall permit the Purchaser to use the information for the purposes of TUPE and of re-tendering, which shall include such disclosure to potential suppliers as the Purchaser considers appropriate in connection with any re-tendering. The Supplier will co-operate with the re-tendering of the contract by allowing the transferee to communicate with and meet the affected employees and/or their representatives.

27.4 The Supplier agrees to indemnify the Purchaser fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision or disclosure of information permitted under this Condition.

27.5 In the event that the information provided by the Supplier in accordance with this Condition becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Supplier becoming aware that the information originally given was inaccurate, the Supplier shall notify the Purchaser of the inaccuracies and provide the amended information. The Supplier shall be liable for any increase in costs the Purchaser may incur as a result of the inaccurate or late production of data.

27.6 The provisions of this Condition 27 shall apply during the continuance of this Contract and after its termination howsoever arising.

## 28. DATA PROTECTION

28.1 The Supplier acknowledges that any Personal Data described in the scope of the Schedule Part 1 (Data Protection) may be Processed in connection with the Services under this Contract. For the purposes of any such Processing, Parties agree that the Supplier acts as the Data Processor and the Purchaser acts as the Data Controller.

28.2 Both Parties agree to negotiate in good faith any such amendments to this Contract that may be required to ensure that both Parties meet all their obligations under Data Protection Laws. The provisions of this Condition 28 are without prejudice to any obligations and duties imposed directly on the Supplier under Data Protection Laws and the Supplier hereby agrees to comply with those obligations and duties.

28.3 The Supplier will, in conjunction with the Purchaser and in its own right and in respect of the Services, make all necessary preparations to ensure it will be compliant with Data Protection Laws.

28.4 The Supplier will provide the Purchaser with the contact details of its data protection officer or other designated individual with responsibility for data protection and privacy to act as the point of contact for the purpose of observing its obligations under the Data Protection Laws.

28.5 The Supplier must:

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

28.5.2 subject to Condition 28.5.1 only process or otherwise transfer any Personal Data in or to any third country other than within the European Economic Area with the Purchaser's prior written consent;

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

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

(b) are subject to appropriate confidentiality undertakings with the Supplier or the relevant Sub-contractor;

(c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Purchaser or as otherwise permitted by this Contract; and

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

28.5.4 implement appropriate technical and organisational measures in accordance with Article 32 of the UK GDPR to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure, such measures being appropriate to the harm which might result from any unauthorised or unlawful Processing accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.

28.6 The Supplier shall not engage a sub-contractor to carry out Processing in connection with the Services without prior specific or general written authorisation from the Purchaser. In the case of general written authorisation, the Supplier must inform the Purchaser of any intended changes concerning the addition or replacement of any other sub-contractor and give the Purchaser an opportunity to object to such changes.

28.7 If the Supplier engages a sub-contractor for carrying out Processing activities on behalf of the Purchaser, the Supplier must ensure that same data protection obligations as set out in this Contract are imposed on the sub-contractor by way of a written and legally binding contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures. The Supplier shall remain fully liable to the Purchaser for the performance of the sub-contractor's performance of the obligations.

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

28.9 The Supplier must notify the Purchaser if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract; or
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulatory order; and such notification must take place as soon as is possible but in any event within 3 business days of receipt of the request or any other period as agreed in writing with the Purchaser from time to time.

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

- (a) ensuring an appropriate level of protection through technical and organisational measures that take into account the circumstances and purposes of the processing as well as the projected probability and severity of a possible infringement of the law as a result of security vulnerabilities and that enable an immediate detection of relevant infringement events.
- (b) notifying a Personal Data breach to the Purchaser without undue delay and in any event no later than 24 hours after becoming aware of a Personal Data breach;
- (c) assisting the Purchaser with communication of a personal data breach to a Data Subject;
- (d) supporting the Purchaser with preparation of a data protection impact assessment;
- (e) supporting the Purchaser with regard to prior consultation of the Information Commissioner .

28.11 At the end of the provision of Services relating to processing the Supplier must, on written instruction of the Purchaser, delete or return to the Purchaser all Personal Data and delete existing copies unless European Union or domestic law requires storage of the Personal Data.

28.12 The Supplier must:

- (a) provide such information as is necessary to enable the Purchaser to satisfy itself of the Supplier's compliance with this Condition 28;
- (b) allow the Purchaser, its employees, auditors, authorised agents or advisers reasonable access to any relevant premises, during normal business hours, to inspect the procedures, measures and records referred to in this Condition 28 and contribute as is reasonable to those audits and inspections;

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

28.13 The Supplier must maintain written records of all Processing activities carried out in performance of the Services or otherwise on behalf of the Purchaser. Such records must contain the information set out in Article 30(2) of the GDPR and may be kept in electronic form,

28.14 If requested, the Supplier must make such records referred to in Condition 28.13 available to the Information Commissioner on request and co-operate with the Information Commissioner in the performance of its tasks.

28.15 Parties acknowledge that the inspecting party will use reasonable endeavours to carry out any audit or inspection under Condition 28.14 with minimum disruption to the Supplier's day to day business.

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

THIS NOTICE DOES NOT FORM PART OF THE CONDITIONS OF CONTRACT

**From:** - researchcontracts@qub.ac.uk  
**Sent:** 07 March 2022 10:31  
**To:** Dominic Bryan  
**Cc:** researchcontracts  
**Subject:** C10337 : Your Research Contracts Request has been submitted

You don't often get email from researchcontracts@qub.ac.uk. [Learn why this is important](#)



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The following matter has been submitted and will be assigned to a member of the Research Contracts Team who will get back to you in due course:

**Code:** C10337

**Title:** Services Agreement (Tender) - Dominic Bryan - Scottish Government - Facilitating Peaceful Assemblies in Scotland: Procedures and Best Practices – Short Life Working Group

Description of services The Facilitating Peaceful Assemblies in Scotland: Procedures and Best Practices – Short Life Working Group has been set up with the remit to: \* identify any challenges that are involved in the running of marches and parades and the notification process in Scotland to achieve the

**Purpose:** right balance between the human rights of organisers/participants with those communities impacted by these events. \* consider how these challenges could be addressed, and the practical implications of making any changes, and make recommendations based on these. Objectives and Indicators (pp. 3-4 of Award Letter) Duration: 7 March 2022 and before 31 July 2022

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This is an automated message from



[REDACTED]

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**From:** Dominic Bryan  
**Sent:** 30 March 2022 09:36  
**To:** [REDACTED]  
**Subject:**  
**Attachments:** D Bryan Authorisation for Consultancy By Head Of School draft.doc

[REDACTED]

[REDACTED]

In the discussion between myself, QUB and the Scottish Government over the consultancy I think I had sent you this form but I was awaiting confirmation of the how the finances would work. When we got that I did not come back to you to get it signed. My fault.

Are you happy with the details. I believe there is also some money that comes to the school.

The work should be finished by June. It will obviously be another potential impact case study.

Dom

[REDACTED]



[www.qub.ac.uk](http://www.qub.ac.uk)



Queen's University Belfast, University Road | Belfast BT7 1NF, Northern Ireland, United Kingdom





NAME OF MEMBER OF STAFF

Prof. Dominic Bryan

STAFF NUMBER

SCHOOL

CLIENT COMPANY

Scottish Government

**SUMMARY OF CONSULTANCY ACTIVITY**

The Scottish Government has proposed that Prof. Dominic Bryan chair IMPROVING PROCESSES FOR DEALING WITH CHALLENGING MARCHES AND PARADES: SHORT LIFE WORKING GROUP. Specifically, the working group is being asked to consider the work of the Parades Commission in Northern Ireland and whether there is anything which can be learned from their approach to the organisation of marches and parades that could be adapted to improve the processes and running of marches and parades in Scotland. The working group will conclude by making recommendations (by June 2022) to the Cabinet Secretary for Justice and Veterans on what actions, if any, should be taken to improve the running of marches and parades in Scotland. The secretariat for the working group will be provided by officials from the Scottish Government's Community Safety Unit.

RATE PER DAY ■■■ NO. OF DAYS ■■

STAFF COST (Rate per Day x No. of Days)

ADMIN CHARGE of ■■■ of STAFF COSTS

TECHNICAL SUPPORT

FACILITIES HIRE

EQUIPMENT

CONSUMABLES

SUBSISTENCE AND TRAVEL

OTHER RELEVANT COSTS

N/A

N/A

N/A

N/A

Costs covered by Scottish Government

VAT

TOTAL

**COMMENTS**

Note that Prof. Bryan ■■■ so there is no direct impact upon teaching.

APPROVED \_\_\_\_\_

DATE \_\_\_\_\_

(Head of School)

(Approval will be accepted if received in hard copy e-mail from Head of School e-mail address)

Project code for payment to School of % of the consultancy fee \_\_\_\_\_



[REDACTED]

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**From:** [REDACTED]  
**Sent:** 30 March 2022 14:06  
**To:** Dominic Bryan  
**Cc:** [REDACTED]  
**Subject:** Authorisation for Consultancy  
**Attachments:** D Bryan Authorisation for Consultancy By Head Of School.doc

Dear Dom,

Please find attached signed form.

If you need the project code inserted, please contact [REDACTED]

Best wishes

[REDACTED]

**NAME OF MEMBER OF STAFF****Prof. Dominic Bryan****STAFF NUMBER****SCHOOL****CLIENT COMPANY****Scottish Government****SUMMARY OF CONSULTANCY ACTIVITY**

The Scottish Government has proposed that Prof. Dominic Bryan chair IMPROVING PROCESSES FOR DEALING WITH CHALLENGING MARCHES AND PARADES: SHORT LIFE WORKING GROUP. Specifically, the working group is being asked to consider the work of the Parades Commission in Northern Ireland and whether there is anything which can be learned from their approach to the organisation of marches and parades that could be adapted to improve the processes and running of marches and parades in Scotland. The working group will conclude by making recommendations (by June 2022) to the Cabinet Secretary for Justice and Veterans on what actions, if any, should be taken to improve the running of marches and parades in Scotland. The secretariat for the working group will be provided by officials from the Scottish Government's Community Safety Unit.

**RATE PER DAY** **NO. OF DAYS****STAFF COST (Rate per Day x No. of Days)****ADMIN CHARGE of** **of STAFF COSTS****TECHNICAL SUPPORT****FACILITIES HIRE****EQUIPMENT****CONSUMABLES****SUBSISTENCE AND TRAVEL****OTHER RELEVANT COSTS**

N/A

N/A

N/A

N/A

Costs covered by Scottish Government

**VAT****TOTAL****COMMENTS**

Note that Prof. Bryan is on so there is no direct impact upon teaching.

**APPROVED****DATE 30/03/2022**

Head, School of History, Anthropology, Philosophy and Politics

(Approval will be accepted if received in hard copy e-mail from Head of School e-mail address)

Project code for payment to School of % of the consultancy fee