

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

Ministry of Housing, Communities and Local Government,
REDACTED INFORMATION

Dear Sirs

Letter of Appointment

This letter of Appointment dated 17th September 2019, is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	TBC
From:	Ministry of Housing Communities and Local Government ("Customer")
To:	University of Reading ("Supplier")

Effective Date:	12 th September 2019
Expiry Date:	End date 14 th February 2020

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: · the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B; and
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Key Individuals:	REDACTED INFORMATION
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[Guarantor(s)]	Not Applicable
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Contract Charges (including any applicable discount(s), but excluding VAT):	The total contract charges are £63,039.50 (exc VAT) for a contract period commencing on the 16th September 2019 and expiring on the 14 th February 2020. Roles and Rates will remain firm for the duration of the Contract.
Insurance Requirements	As per terms and Conditions of RM6018
Liability Requirements	Suppliers limitation of Liability (Clause 18.2 of the Contract Terms);
Customer billing address for invoicing:	Ministry of Housing, Communities and Local Government REDACTED INFORMATION

GDPR	See Section 7 RM6018 Terms and Conditions
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	Not Applicable

FORMATION OF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Supplier:

For and on behalf of the Customer:

Name and Title:

Name and Title:

Signature:
REDACTED INFORMATION

Date:

Signature:
REDACTED INFORMATION

Date:

ANNEX A

Customer Project Specification

1. BACKGROUND TO REQUIREMENT

- 1.1 Neighbourhood Planning is a flagship Localism policy introduced in 2012. Neighbourhood planning provides a powerful set of tools for local people to ensure that they get the right types of development for their community where the ambition of the neighbourhood is aligned with the strategic needs and priorities of the wider local area.
- 1.2 So far over 2,400 communities have started a plan, and over 800 plans have been brought into force.
- 1.3 The Customer requires the Suppliers research team to conduct independent research, to develop its evidence base and inform further policy development, by better understanding NPs impact on housing delivery and other objectives
- 1.4 In October 2015, the Customer produced a research paper which compared how many homes NPs were providing for, with the expectations for that area set out in the Local Plan. The report was updated and re-issued in 2016, with some small adjustments to the methodology. The research had a number of limitations, which were apparent:
 - 1.4.1 Only a small number of plans were sufficiently far advanced, and included clear policies on housing numbers or allocations, to inform the research. The majority of NPs do not provide housing allocations.
 - 1.4.2 Assumptions had to be made as to housing contribution for some neighbourhood areas when the local customer number was set for a wider geographic area. These were agreed with the relevant Local Planning Customer.
 - 1.4.3 Local customer housing figures in adopted Local Plans were not always up to date or reflective of latest housing need figures, so in the 2016 update, the latest available figures were used and agreed with the Local Planning Customer. However, these were not always numbers tested at an examination, and could have subsequently increased. Also, adjustments had to be made to reflect the plans operating over different plan periods.
 - 1.4.4 Some neighbourhood plans allocated sites that already had planning permission, so while they were additional to the locally set requirement, the sites did not arise as a result of the neighbourhood plan.
 - 1.4.5 The research did not consider whether homes were delivered on sites allocated.
- 1.5 A number of other pieces of independent research have been published, looking at impacts on plans and other issues. For example:
 - 1.5.1 National Association of Local Councils report 'Where Next for Neighbourhood Planning' examines the role of NPs in a selection of planning appeal decisions, October 2018;

- 1.5.2 University of Reading's report 'UoR Neighbourhood Planning Research 2014-18: Synopsis and Outstanding Issues', July 2018;
- 1.5.3 'Five years of Neighbourhood Planning – a review of take-up and distribution', *Town & Country Planning*, 2016;
- 1.6 A number of case studies also provide evidence of particular examples of NPs that have had positive impacts. These are published on <https://neighbourhoodplanning.org/case-studies>
- 1.7 More robust research is needed to build on to inform policy making decisions on NPs. The Customer requires the Supplier to conduct independent research on NPs and develop its evidence base regarding NPs and its broader impact on housing delivery.

2. DEFINITIONS

Expression or Acronym	Definition
MHCLG	Ministry of Housing, Communities and Local Government (the Customer)
NP	Neighbourhood Plans. Gives local communities direct power to develop a shared vision for their neighbourhood and shape the development and growth of their local area
Local Plan	A local plan sets out local planning policies and identifies how land is used, determining what will be built where
S106	Section 106 of the Town and Country Planning Act (Amended) is a legal agreement between an applicant seeking planning permission and the local planning customer, which is used to mitigate the impact of your new home on the local community and infrastructure.
CIL	The Community Infrastructure Levy is a planning charge, introduced by the Planning Act 2008 as a tool for local authorities in England and Wales to help deliver infrastructure to support the development of their area.

3. SCOPE OF REQUIREMENT

- 3.1 The research undertaken by the Supplier will address a key gap in the NP evidence base. Most research to date has focused on high level, discrete aspects of neighbourhood planning and the Customer currently relies on relatively simplistic analysis, case studies and anecdote to indicate the impact of NPs and the potential direction of future policy development.
- 3.2 This research aims to fill this gap and enable the Customer to have a more comprehensive understanding of benefits and costs of NPs, which will allow the Customer to better shape the strategic policy direction of NPs and ensure appropriate support and tools in place to further the Customer's objectives.
- 3.3 The high-level outputs required are:
- 3.3.1 Project plan
 - 3.3.2 Risk Register

- 3.3.3 Interim Progress Report
 - 3.3.4 Presentation of Final Report
 - 3.3.5 Final report
- 3.4 These high-level outputs will address the objectives described in Section 4, The Requirement.
- 3.5 The scope of the study is English Local Authorities.
- 3.6 Out of Scope:
 - 3.6.1 No Welsh, Scottish or Northern Irish Local Authorities will need to be surveyed as part of this research study.
- 4. THE REQUIREMENT**
- 4.1 The Customer requires a series of outputs that directly address the following key research objectives.
 - 4.1.1 The impact of NPs on development e.g. what impact have NPs had on the numbers of homes planned for? What has been the implication of NPs on other development that has been planned for? Are there indirect impacts of NPs e.g. displacing development outside the NP area?
 - 4.1.2 The role of NPs in decision-making and investment e.g. how are Neighbourhood Plans being used in decision-making in planning applications and appeals? How do NPs guide local investment?
 - 4.1.3 What are the wider benefits / impacts of NPs? For example, how has the process of preparing a plan impacted on the quality of development, levels of engagement?
 - 4.1.4 How have community attitudes towards planning and development changed through the process of neighbourhood plan-making?
 - 4.1.5 In light of the findings of the research, the Supplier is asked to reflect on what reforms could maximise the benefits of NPs.
- 4.2 The Customer does not have a set view on how to approach the research questions, although they want to ensure an appropriate sample size is used and are open to discussion on sampling techniques throughout this process. The sample size will require a minimum of at least:
 - 4.2.1 One hundred and twenty (120) NP groups with at least thirty (30) in depth discussions with a wide variety of groups from different types of areas to include Parish and Neighbourhoods Forums;
 - 4.2.2 Ten (10) representatives of other interest groups such as Local Authorities and developers.
- 4.3 Suppliers are required to provide their methodology for carrying out their research as part of their bid submission. The Customer welcomes innovative approaches on how to address the questions, but the study will need to cover several distinct areas.

- 4.4 Firstly, the study shall provide contextual information, building on the Customer's existing database and other pieces of recent research to provide:
 - 4.4.1 An up to date geographical breakdown of parish/town councils, and neighbourhood forums, at each stage of the process. This shall inform an understanding of how geography or other factors can influence NP, including socio-economic variations, local plan coverage and housing demand. The Customer's existing database would need updating to include most recent deprivation figures (drawing on the index of multiple deprivation).
 - 4.4.2 A summary of the success factors and common barriers for neighbourhood planning, drawing from existing research, breaking down the differences in the urban, rural unparished and parished experience of NP. For parishes that have decided not to pursue a NP, what have been the factors inhibiting this decision?
 - 4.4.3 An analysis of Local Planning Authorities with and without NP activity and a reflection of why this is case, with inclusion of examples of good practice.
- 4.5 Secondly, the study shall provide a robust assessment of how NPs operate in practice, looking at quantifiable data, to demonstrate:
 - 4.5.1 The impacts of NP on planning for housing supply, including: how many NPs and draft NPs include housing targets, allocate sites for housing, and the number of additional homes NPs plan for. This shall provide a more comprehensive and robust methodology that can be continued to be used as more NPs are made and come into force.
 - 4.5.2 What drives NPs to provide additional homes? Do NPs displace development to or from other parts of a local customer area? Does the allocation of a site in a NP lead to benefits for the development process e.g. fewer objections to planning applications, faster delivery of sites?
 - 4.5.3 How do NP area development differ from those outside the NP area, for example do NPs deliver development of better quality, higher or lower densities, more tailored to the neighbourhood level needs e.g. in terms of affordable or specialist homes, size or type of unit?
 - 4.5.4 An assessment of the drop-out rate. What is it and what are the factors that are driving it?
- 4.6 Thirdly, the study shall assess how NPs are used in practice once they have been made, including:
 - 4.6.1 In development management decisions, including the number of planning applications that have gone to appeal in whether each decision involving a draft or a 'made' NP was made in accordance with the plan. If a decision was not made in

accordance with the plan, what was the reason and how influential was the NP in the decision-making process.

- 4.6.2 In whether development comes forward faster and with less contention as a result of local people being involved more actively in the plan-making process.
 - 4.6.3 In guiding investment in the neighbourhood, including how much CiL or S106 is allocated to NP areas, what it is spent on, and the influence of the NP on other investment, looking at the distinction in impact between parish and non-parish.
 - 4.6.4 In improving sustainability opportunities and outcomes for a given area
 - 4.6.5 It may be necessary to look at a representative sample of areas rather than provide a comprehensive review.
- 4.7 Fourthly, the study shall identify the wider benefits and costs that are being derived from the neighbourhood planning process. This element of research shall look at topics such as (but not limited to):
- 4.7.1 How community attitudes towards planning and development have been shaped due to engagement with an NP.
 - 4.7.2 How NPs have marshalled volunteer time for the plan or related projects and the subsequent number of volunteers engaged.
 - 4.7.3 Whether NPs have been a catalyst for other neighbourhood initiatives.
 - 4.7.4 Whether the NP process supports better engagement with local customer services, such as the Local Plan, or other local strategies.
 - 4.7.5 Assessing the levels of engagement where NP take-up is much lower and understanding how NP could be made more attractive and more inclusive in these areas.
- 4.8 The required outputs are:
- 4.8.1 A first interim report provided by 30th September 2019, summarising initial findings and the approach, and providing details on progress made on evidence gathering, analysis and outstanding work required to complete the project. This will be in the form of an electronic version.
 - 4.8.2 A draft final report analysing and summarising the evidence, findings and conclusions that may be drawn. The draft report will be required by 15th November 2019. This will be in the form of an electronic version.

- 4.8.3 A presentation of the draft final report to the Customer, to be held in 25th November 2019 at the MHCLG, 2 Marsham Street, Westminster, London SW1P 4DF.
- 4.8.4 A final report, building on the draft report and providing a more detailed analysis of the investigation. This will be required by the 20th December 2019 for the Customer to sign off by the 13th January 2020. This will be in the form of an electronic version.
- 4.9 The Supplier will attend an Inception Meeting within one (1) week of Contract Commencement. This will take place at the Customer's premises at 2 Marsham Street, Westminster, London SW1P 4DF
- 4.10 The Supplier will attend eight (8) fortnightly teleconference meetings.
- 5. KEY MILESTONES AND DELIVERABLES**
- 5.1 The Supplier shall note the following project milestones that the Customer will measure the quality of delivery against:
- 5.2 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Inception meeting	Within week 1 of Contract Award
2	Provision of Project Plan and Risk Register	Initial drafts to be produced and provided within two weeks of Contract Award and updated throughout the Contract
3	Interim progress report provided	30 th September 2019
4	First peer review panel meeting	By 14 th October 2019 (latest – date to be confirmed with panel members)
5	Sign off of interim progress report by the Customer	18 th October 2019
6	Draft final report provided	15 th November 2019
7	Presentation of draft final report to the Customer	25 th November 2019
8	Second peer review panel meeting	29 th November 2019
9	Final Report provided to the Customer	20 th December 2019
10	Sign off on final report by the Customer	13 th January 2020
11	Final report published by the Customer	20 th January 2020

6. MANAGEMENT INFORMATION

- 6.1 The Supplier will be required to provide all outputs that are compatible in Microsoft Word and Microsoft Excel, in plain English and for these to be quality assured and proof read by the Supplier before submission to the Customer.
- 6.2 The Customer will require fortnightly progress reports throughout the project with regular updates of a risk register, these may be in written form or conducted through teleconference and confirmed via email as necessary.
- 6.3 The Supplier will provide:
- 6.3.1 A first interim report by 30th September 2019, summarising initial findings and the approach, and providing details on progress made on evidence gathering, analysis and outstanding work required to complete the project.
 - 6.3.2 A draft final report analysing and summarising the evidence, findings and conclusions that may be drawn. The draft report will be required by the 15th November 2019.

- 6.3.3 A presentation of the draft final report to the Customer, to be held by 25th November 2019.
- 6.3.4 A final report, building on the draft report and providing a more detailed analysis of the investigation. This will be required by 20th December 2019 for the Customer to sign off by the 13th January 2020.

7. VOLUMES

7.1 The Supplier will be required to:

- 7.1.1 Engage at least one hundred and twenty (120) NP groups.
- 7.1.2 Carry out at least thirty (30) in depth interviews with a range of different types of areas to include Parish and Neighbourhood Forums.
- 7.1.3 Interview at least ten (10) representatives of other interested groups such as Local Authorities and developers.
- 7.1.4 Draft a first interim report, summarising initial findings and the approach, and providing details on progress made on evidence gathering, analysis and outstanding work required to complete the project by the 30th September 2019. This will be in the form of an electronic version.
- 7.1.5 Produce a draft final report analysing and summarising the evidence, findings and conclusions that may be drawn. The draft report will be required by 15th November 2019. This will be in the form of an electronic version.
- 7.1.6 Perform a presentation of the draft final report to the Customer, to be held by 25th November 2019
- 7.1.7 Deliver a final report, building on the draft report and providing a more detailed analysis of the investigation. This will be required by the 20th December 2019 for the Customer to sign off. This will be in the form of one electronic version.

7.2 Produce a project plan at the beginning of the project within two (2) weeks of Contract Award, updating the plan to report on progress and changes throughout the project.

7.3 Produce a risk register within two (2) weeks of Contract award and maintain an up to date risk register to raise and report on raise issues faced.

- 7.3.1 The Supplier will review, manage, update and mitigate risks owned by the Supplier, and advise the Customer on managing and mitigating other risks identified by either the Supplier or the Customer during the Contract.

8. CONTINUOUS IMPROVEMENT

8.1 The research peer review panel meetings will ensure continuous improvement is made when producing the interim and draft final reports. The panel will consist of relevant

research stakeholders that will evaluate the research against its original objectives and provide scrutiny to key findings.

- 8.2 The Supplier shall present new ways of working to the Customer during fortnightly contract review meetings.
- 8.3 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.
- 8.4 The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

9. STAFF AND CUSTOMER SERVICE

- 9.1 The Customer requires the Supplier to provide a sufficient level of resource throughout the duration of the Neighbourhood Plans Research Contract in order to consistently deliver a quality service to all parties.
- 9.2 The Supplier's staff assigned to the NP Research Contract shall have the relevant qualifications and experience in the field of NP to deliver the Contract.
- 9.3 The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

10. SERVICE LEVELS AND PERFORMANCE

- 10.1 The Customer will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery Milestones	Inception meeting within one (1) week of contract award	100%
2	Delivery Milestone	Initial draft of Project Plan and Risk Register to be produced within two (2) weeks of Contract Award and updated throughout contract	100%
3	Delivery Milestone	Interim progress report produced early the 30 th September 2019.	100%
4	Delivery Milestone	Attendance at first Peer Review meeting by the 14 th October 2019.	100%
5	Delivery Milestone	Draft Final Report produced by the 15 th November 2019.	
6	Delivery Milestone	Presentation of draft final report to the Customer by the 25 th November 2019.	100%
7	Delivery Milestone	Second peer review panel meeting by the 29 th November 2019.	100%
8	Delivery Milestone	Final Report provided to the Customer by the 20 th December 2019	100%
8	Delivery Milestone	Sign off on final report by customer by the 13 th January 2020.	100%
9	Project Management	Brief progress reports by email against agreed work milestones circulated by the Supplier no later than one working day before fortnightly progress meetings.	100%
10	Project Management	Supplier to take part in fortnightly teleconference progress meetings	100%
11	Project management	All action points from progress meetings circulated and agreed within two days of meeting.	100%
12	Risk Management	The Supplier will keep an up-to-date Risk Register, which will be submitted to the Customer no later than one day prior to all scheduled progress meetings.	100%
13	Account Management	All queries will be addressed and responded to within one (1) working days by the Supplier	100%
14	Account Management	All issues shall be addressed and resolved within three (3) working days by the Supplier	100%

- 10.2 The Customer will maintain a record of Supplier adherence to the agreed service level and performance timelines. Any non-adherence will result in performance review meetings between the Customer and the Supplier, to provide a full debrief and explanation as to why the service level agreement was not met. Improvement plans will also be established here. Performance Management will be in accordance with Terms and Conditions as set out in Attachment 5 – RM6018 Terms and Conditions.

- 10.3 Where the Supplier fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Customer reserves the right to seek early termination of the contract in accordance with the procedures set out in Attachment 5 – RM6018 Terms and Conditions.

11. SECURITY AND CONFIDENTIALITY

- 11.1 The Supplier will securely store data, which may include personal data, in accordance with the Data Protection Act/GDPR requirements. The Supplier shall follow the appropriate requirements. The Customer will be the data controller.
- 11.2 The Supplier will provide assurance to the Customer that all data will be destroyed within a reasonable timeframe from completion of the project.
- 11.3 The Customer will retain full Intellectual Property Rights for the work completed. This is in accordance with Commercial Agreement RM6018 Terms and Conditions.

12. PAYMENT AND INVOICING

- 12.1 Payment can only be made following satisfactory completion of the project. Services and Outputs must meet the Customer's quality standards and expectations before payment is authorised.
- 12.2 Invoices must be sent to the following address:
Ministry of Housing, Communities and Local Government

REDACTED INFORMATION
- 12.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

13. CONTRACT MANAGEMENT

- 13.1 The Customer will ensure all contractual obligations are adhered to and managed accordingly. A key contact will be identified within the Customer as the Contract Manager to oversee the project. Any Supplier queries will be addressed and responded to within three (3) working days by the Contract Manager. The Customer will provide suitably qualified persons to attend and chair supplier meetings when required to do so.
- 13.2 The Customer will manage the fortnightly meetings, arranging venues, times, producing agendas and minutes.

14. LOCATION

- 14.1 The location of the research will be English Local Authorities, with an equal coverage of regional, urban and rural areas.
- 14.2 The Supplier will travel to the Customer locations for the delivery of the Research Project at locations. All Travel and Subsistence shall be at the Suppliers own expense.

15. BIBLIOGRAPHY

- 15.1 The National Association of Local Councils (NALC) (2018). 'Where Next for Neighbourhood Plans: Can They Withstand the External Pressures?'. October. London: NALC.
- 15.2 Parker, G. et al (2018). UoR Neighbourhood Planning: Research 2014-18: Synopsis and Outstanding Issues'. July. Reading: University of Reading.
- 15.3 Parker, G. and Salter, K. (2016). 'Five years of neighbourhood planning – a review of take-up and distribution', *Town and Country Planning*, 85 (5), pp. 181-188.
[The 2016 Government report can be released upon request from the supplier]

ANNEX B

Supplier Proposal

REDACTED INFORMATION

Part 2: Contract Terms – NOT APPLICABLE