

Ove Arop

Consultant Call Off Instructions

**MULTIDISCIPLINARY PANEL
OJEU Ref 202.14/S 020-032.1462
APPOINTMENT OF CONSULTANT**

**INSTRUCTION
Local Plans Intervention Services**

Date	27th June 2018	Ministry of Housing Communities and Local Government	CPD 004/118/145/B To be quoted on all correspondence relating to this Instruction
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The Consultant entered into a contract dated 22nd April 2015 with the Agency whereby it was appointed as a consultant on the Multidisciplinary Panel (the "Framework Contract").

Ministry of Housing, Communities and Local Government is a Public Sector Body under the Framework Contract.

The Public Sector Body and the Consultant acknowledge and agree that this document is to be treated as an "Instruction" from the Public Sector Body under and for the purposes of the Framework Contract.

The Consultant agrees to supply to the Public Sector Body the Services specified below on and subject to the terms and conditions of this Instruction and the Framework Contract.

Unless otherwise defined in this Instruction, terms used in this Instruction shall have the meaning given to them in the Framework Contract.

In the event of conflict between any of the documents forming the Instruction, the conflict shall be resolved by giving precedence to the documents in the order set out below:

- i. The Service Requirements (Section 2 of this Instruction) including Annexes A to E, and Annex H.
- ii. The Price Schedule (Annex F).
- iii. The Framework Contract.
- iv. The Consultants Proposal – as clarified through responses to post tender clarifications (and including any pricing assumptions) (Annex G).

The Employer
Ministry of Housing, Communities and Local Government is the Public Sector Body.
In so far as they relate to the appointment of the Consultant to provide the Services all references to the Agency in the Framework Contract shall also be deemed to be references to the Public Sector Body for the purposes of the Instructions and the Framework Contract.

PUBLIC SECTOR BODY DETAILS

Public Sector Body	Ministry of Housing, Communities and Local Government
Public Sector Body's Address	Fry Building, 2 Marsham Street London SW1P 4DF
Invoice Address	MHCLG FSSD CP2P Team 4th Floor High Trees Hillfield Road Hemel Hempstead HP2 4XN
Contact:	Name: [REDACTED] Address: 2 Marsham Street London SW1P 4DF Phone: [REDACTED] e-mail: [REDACTED]

CONSULTANT DETAILS

Consultant	Ove Arup & Partners International Ltd. ("Consultant")
Consultant's Address	13 Fitzroy Street London W1T 4BQ United Kingdom
Contact:	Name: [REDACTED] Address: 13 Fitzroy Street W1T 4BQ Phone: [REDACTED] e-mail: [REDACTED]

1. INSTRUCTION PERIOD

Commencement Date

This Instruction shall commence on: 29th June 2018.

Instruction Period

The initial term of the Instruction shall be for a period of four years. MHCLG reserves the right to extend the term of the Instruction by up to 12 months by giving the Consultant not less than 3 months prior notice.

2. SERVICE REQUIREMENTS

MHCLG's requirements as set out below shall take precedence over the Consultant's Proposal (Annex G) where there is any conflict between the two.

Background

The Planning and Compulsory Purchase Act 2004 introduced the existing local development plan regime. The development plan is the development plan documents (taken as a whole) which have been adopted or approved in relation to that area. The 2004 Act required that local development plan documents must be prepared in accordance with the local development scheme which, among other matters, sets out the timetable for the preparation and revision of the local development documents.

In total there are 338 Local Planning Authorities (LPAs), which are all responsible for producing an up-to-date Local Plan. 144 LPAs have adopted a Local Plan within the past five years and therefore have Local Plans that are considered up-to-date. As of 31st March 2018, there are 58 LPAs that have failed to adopt a Local Plan under the 2004 Act regime; of these, 30 have submitted for examination or are awaiting adoption following successful examination, 8 have published and 20 are still to publish a Local Plan.

Up-to-date Local Plans are essential because they provide clarity to communities and developers about where homes should be built and where not, so that development is planned rather than the result of speculative applications. Authorities that fail to ensure an up-to-date Local Plan is in place are failing their communities, by not recognising the homes and other facilities that local people need, and relying on ad hoc, speculative development that may not make the most of their area's potential. In 2012, the National Planning Policy Framework¹ ('NPPF' - para. 157) set out that crucially, Local Plans should consider a number of elements including to "be drawn up over an appropriate time scale, preferably a 15-year time horizon, take account of longer term requirements, and be kept up to date;". Paragraph 15 of the draft NPPF further sets out that "the planning system should be genuinely plan-led: succinct and up-to-date Local Plans should provide a positive vision for the future of each area; a framework for addressing housing needs and other economic, social and environmental priorities; and a platform for local people to shape their surroundings".

¹ <https://www.gov.uk/government/publications/national-planning-policy-framework--3>
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In July 2015, a Written Ministerial Statement explained that we are committed to a planning system that provides communities with certainty on where new homes are to be built. Local Plans produced in consultation with the community are therefore the cornerstone of our planning reforms. In cases where no Local Plan has been produced by early 2017 – five years after the publication of the NPPF – we stated our intention to intervene to arrange for the Local Plan to be written, in consultation with local people, to accelerate production of a Local Plan. We made clear that Local Plans that are brought forward should meet local needs by being produced in good time and being kept up to date.

In February 2016 we again made clear our expectation that all LPAs should have a Local Plan in place. We also made clear that Local Plans are the primary basis for identifying what development is needed in an area and for deciding where it should go, providing the certainty communities and businesses deserve and that we expect Local Plans to be kept up-to-date to ensure policies remain relevant. We gave details of proposals for the criteria that would inform a decision on whether to intervene or not and consulted on these. The criteria were confirmed in the White Paper 'Fixing our Broken Housing Market' in February 2017 where we once again emphasised our commitment to ensure that every LPA is covered by a Local Plan.

On 16 November 2017, a Written Ministerial Statement set out that in the 13 years that have passed since the 2004 Act received Royal Assent, over 70 LPAs have yet to adopt a Local Plan and of those 27 authorities still have failed to reach the publication stage and there was particular concern about the 15 LPAs that have recently either failed the duty to cooperate or failed to meet the deadlines set out in their Local Development Schemes, the public timetable that all LPAs are required to put in place. As a result we announced that we were starting the formal process of intervention in fifteen LPAs.

Leaders of these councils were requested to outline any exceptional circumstances that, in their view, justified the failure to produce a Local Plan and highlight any measures that the LPA has taken, or intends to take, to accelerate Local Plan publication. All 15 authorities made a response within the timescale.

Progress to date

The Secretary of State ('SoS') for the Ministry of Housing, Communities and Local Government (MHCLG) has considered these responses and has so far decided to continue to explore intervention options in three areas: Castle Point; Thanet; and Wirral²). Diagnostic Report Services for these 3 areas are already being provided by existing MHCLG contractors, and the output from these services may be used by MHCLG to commission further intervention services ('Intervention Commissions') procured under this Instruction.

The SoS may, at any time during the Programme term, choose to explore intervention options in other areas where considered necessary, and it is envisaged that this Instruction shall be used to deliver related Intervention services accordingly. MHCLG shall endeavour to provide regular updates to keep the Consultant informed of the pipeline of potential interventions wherever possible; however MHCLG make no commitment regarding the volume of any Intervention Commissions nor any guarantees regarding minimum levels of work or spend under this Instruction. This Instruction does not provide any exclusivity regarding the commissioning or delivery of

² <https://www.gov.uk/government/news/government-action-on-councils-failing-to-plan-new-homes>
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Local Plans Intervention Services

Local Plan Intervention Services, and MHCLG may utilise alternative contract arrangements where necessary.

Objectives

The overarching objective of intervention is accelerated adoption of Local Plans in areas where there has been a failure to get a Local Plan in place.

The specific scope and purpose of these requirements are, where the SoS has decided to continue to explore intervention options in selected areas, to provide either or both of the following services:

1. Diagnostic Report Services:

The precise extent of the Diagnostic Report Services needed shall be specific to each individual Intervention Commission, but as a minimum shall require the Consultant to establish the circumstances and status of the Local Plan and provide a report ('Diagnostic Report') to MHCLG's Chief Planner answering two core questions:

- 1) Has the statutory and policy test, cumulatively, been satisfied? (see Annex A)
- 2) If the SoS were to prepare a Local Plan for the local area, what actions would he need to take?

Diagnostic Reports shall ultimately allow the SoS to make an informed decision regarding the best way to deliver the Local Plans in question ('Plan Delivery') and may be used to provide the basis for any Plan Delivery Services specification as required. The Diagnostic Reports should therefore include consideration of the options available to the SoS should further action be deemed necessary, including but not necessarily limited to:

- prepare the Local Plan directly;
- invite a County Council or Mayor to prepare a Local Plan;
- direct a joint plan;
- direct a LDS;
- use of other planning approaches and wider powers.

2. Plan Delivery Services:

Where the SoS makes a decision to prepare a Local Plan directly, the Consultant shall be required to provide the necessary Plan Delivery Services in order to achieve accelerated adoption of the Local Plan. The precise extent of the Plan Delivery Services needed shall be specific to each individual Intervention Commission, and shall typically be informed by an existing Diagnostic Report (which may or may not have been procured under this Instruction).

The Consultant must therefore be capable of writing a Local Plan in its entirety where required, including but not limited to delivery of the following:

- Evidence modelling (e.g. transport, flooding, air quality).
- Evidence base documents (e.g. Housing and economic needs assessment, Green belt review and methodology etc.)

- Local Plan content (e.g. Policy drafting, Vision and Objectives, Proposals Map)
- Legal and Procedural Compliance (e.g. Regulation 19 Consultation, Duty to Co-operate, Regulation 24 Examination etc.)
- Representing MHCLG at examination
- Responding to any legal challenges to the Local Plan once adopted.

The Consultant shall ensure that all Diagnostic Report Services and Plan Delivery Services can be effectively delivered across the whole of England. All services shall require the Consultant to report directly to MHCLG's Chief Planner, or to other delegated MHCLG officials where instructed to do so. Whilst the Contactor shall need to work closely with the LPA wherever possible, it should be noted that MHCLG is always the client, and therefore the Consultant shall not provide any related services or advice directly to the LPA unless instructed to do so by MHCLG.

The Consultant shall need to work closely with MHCLG to make sure that all relevant policy decisions are agreed and reflect the strategic direction given by MHCLG. On strategic planning matters, MHCLG officials will provide relevant input. Where there are strategic planning issues that impact on the Consultants deliverables, these matters should be raised and discussed with the relevant MHCLG Case Officer at the earliest opportunity. Beyond this, the exact working relationship for each Intervention Commission may be further defined and agreed on a case-by-case basis as necessary.

MHCLG may also require the provision of related planning services and advice to facilitate sustainable development, such as the preparation of Local Plan (development plans), master planning and similar planning related documents. The precise scope and cost of such services, and any variations necessary to the 'Commissioning Approach' set out below, may be subsequently agreed between the two parties subject to Clauses 2 (Appointment and General Obligations of the Consultant) and 39 (General) of the Framework Contract terms and conditions, but as a minimum they shall be demonstrably consistent with, and proportionate to, the range and cost of services set out in the agreed Price Schedule (Annex F).

The content of all deliverables must be appropriately objective and must be provided in a suitably open standard format, so that they may potentially be used by MHCLG and its agents (which may include other third parties) as necessary. For the avoidance of doubt, and in accordance with Clause 11 (Vesting of Material, Copyright and Publication of Results) of the Framework Contract terms and conditions, the Intellectual Property in all deliverables, documents or reports arising from the fulfilment of these services shall vest in MHCLG, and the final decision regarding use or publication of any part of deliverables shall be at MHCLG's sole discretion.

Key Deliverables – Diagnostic Report Services

Specific deliverables/outputs for the Diagnostic Report Services shall reflect the exact nature and requirements of each individual Intervention Commission, but as a minimum shall include provision of a Diagnostic Report to the Chief Planner answering two core questions:

- 1) Has the statutory and policy test, cumulatively, been satisfied? (Annex A)
- 2) If the SoS were to prepare a Local Plan for the local area, what actions would he

need to take?

In answering these two questions the Consultant shall report on some or all of the areas set out below, as well as anything else that the Chief Planner considers reasonably necessary on a case-by-case basis.

Identifying Matters and Issues

An early task for the Consultant is to establish the matters and issues. The terms are used as follows:

- matters – these are the broad topics to be considered, for example housing provision, employment land provision, settlement strategy, air quality, flood risk etc.
- issues – these are the key issues on which the soundness of the Local Plan shall depend; and
- evidence – these delve further into the key evidence and its suitability and reliability.

The Consultant shall seek to identify any fundamental flaws or concerns at the first possible opportunity and undertake a desktop review of the existing evidence base.

If the Consultant forms an early view that the existing Local Plan may have serious shortcomings that indicate unsoundness of the proposed current LPA approach, the Consultant shall raise them with MHCLG at this early stage.

The investigation into issues and matters should include, but not be limited to:

The Local Planning Authority

- i. Leadership and working culture / relationships
- ii. Governance and decision making processes
- iii. Planning staff capability and capacity across the planning service
- iv. Stakeholder relationships (statutory consultees, neighbourhood planning groups, higher tier authority (if applicable), landowners / industry)
- v. Propriety
- vi. Whistleblowing - if any instances of whistleblowing arise this is to be immediately escalated to MHCLG.

The Local Plan

Review the factual accuracy of MHCLG assessment forms in relation to:

- i. When a plan was last adopted, the current development plan for the area, and the impact of development management decision making. Stage of current plan.
- ii. Type of plan.
- iii. 5 Year Land Supply, housing delivery rates and position on unmet housing need from other councils or the council itself.
- iv. Implications of 'made' or soon to be made Neighbourhood Plans.
- v. Any Nationally Significant Infrastructure Projects (NSIPs) to consider.

- vi. Marine Plans to consider.
- vii. Air quality issues.
- viii. Joint Planning (or aligned plan making) considerations.
- ix. Statement of Community Involvement; Local Development Scheme; Annual Monitoring Report (AMR).
- x. Missed milestones.
- xi. Emerging Local Plan.
- xii. Evidence Base review as appropriate:
 - What is there? Is it out of date?
 - What would be expected?
 - What needs to be done?
 - What is missing?
 - Main Conclusions and issues identified in each piece of evidence
- xiii. Any key stakeholder objections and legal issues.
- xiv. Duty to cooperate
 - Who are the neighbours?
 - Do they have plans adopted?
 - What are the issues?
 - Is there unmet housing need from neighbours?
 - Is there a signed Memorandum Of Understanding (MOU)/Statement of Common Ground (SCG) in place?

Full Options Appraisal for Intervention:

Based on the above, the Consultant should also provide an assessment of a) whether the LPA passes, cumulatively, the statutory and policy test for intervention (see Annex A) and b) the activities / deliverables that shall be required to accelerate Local Plan delivery.

The Consultant shall provide a high-level options appraisal and recommendations regarding next steps, which should include but not necessarily be limited to:

- i. A 'do nothing' option;
- ii. The formal plan delivery proposals made by the LPA in response to the November Written Ministerial Statement;
- iii. MHCLG to prepare the Local Plan directly;
- iv. MHCLG to invite a County Council or Mayor to prepare a Local Plan;
- v. MHCLG to direct a joint plan;
- vi. MHCLG to direct a Local Development Scheme;
- vii. Approaches facilitated by other, wider planning powers.

Each option appraisal should include but not be limited to:

- i. Consideration of the matters, issues and fundamental flaws as appropriate;
- ii. Consideration of intervention criteria that was set out in Housing White Paper (see Annex A) including testing of any assessments already carried out / provided by MHCLG;
- iii. An assessment as to how much acceleration of Local Plan production might be achieved in each case;
- iv. Indicative timescales and estimated resource and financial requirements;
- v. Identification of key stakeholders and 3rd party dependencies including which of these MHCLG officials should meet/interview, if any;
- vi. Risk assessment and recommended mitigations;
- vii. Any fundamental caveats and assumptions.

The Consultant may subsequently need to carry out further detailed assessment of specific options where directed by the Chief Planner.

Format and Use of Reports

Format

Reports should comply with the following general requirements:

- Written in a style appropriate for the intended readership
- Structured logically
- Factually accurate
- Cleared for copyright
- Up to date
- Consistent in style and approach
- Free from grammatical and spelling errors
- Free from jargon
- Fully referenced.

Writing style and 'Plain English'

Reports should be written impersonally using the passive voice. This means that the words "I" or "we" should not appear in the report.

It is recognised that reports may address technically complex and specialist subjects, but authors must use 'plain English' as much as possible in all cases. The executive summary, conclusions and recommendations must be comprehensible to the non-specialist educated reader. All other technical concepts addressed in the report should be expressed in language that will be readily understood by the target audience.

Logos

Use of the Consultant's or author's logos should be limited to the title page of the report. If subsequently published or used for any other purposes by MHCLG, the logo may be omitted at the discretion of MHCLG.

Use of acronyms

Acronyms must be used sparingly. The reader may not be familiar with the acronym used, therefore all references to acronyms must be written in full when they first occur, with the acronym following in brackets.

Reference to Third Parties

If reference is made to third parties who have contributed to the work (e.g. contributors at workshops, interviewees etc.) their permission must be obtained if they are named in the report. It is generally preferred that individuals are not named or quoted in person. In some cases it will also be necessary to obtain the approval of organisations, companies and professional bodies for their views and opinions to be given in a report.

Key Deliverables – Plan Delivery Services

The objective of the Plan Delivery Services shall be accelerated adoption of the Local Plan for the area. The Local Plan shall be an exemplar and demonstrate best practice with regards to community engagement, speed of production and quality of content, for example in its application of digital techniques and use of any planning digital data standards where applicable at the time. There will be significant public, political and parliamentary interest in the adopted Local Plan, and therefore it must be capable of standing up to considerable scrutiny.

Specific deliverables/outputs for the Plan Delivery Services shall reflect the exact nature and requirements of each individual Intervention Commission, but the Consultant must be capable of producing a Local Plan from scratch and in its entirety if and where necessary, including representing MHCLG at the examination into the Local Plan and in also in relation to any subsequent legal challenge.

Annex B sets out the anticipated scope of technical components ('Plan Component') that will potentially be required to produce a Local Plan, and each of these Plan Components is further defined in relation to indicative 'Simple', 'Medium', and 'Complex' scenarios. It is therefore anticipated that an individual Intervention Commission may, at the highest end of the spectrum, require the Consultant to deliver every Plan Component and in a Complex scenario. At the other end of the spectrum the Consultant may only be required to deliver a single Plan Component and in a Simple scenario. MHCLG anticipates that the majority of Intervention Commissions for Plan Delivery Services will fall somewhere in between these two extremes, but makes no guarantee as to the precise scope of any Intervention Commission.

The Consultant shall be required to deliver each Plan Component within the maximum timescales as specified in their Proposal (Annex G), and which shall achieve adoption of the plan in a demonstrably quicker timescale than would otherwise have been possible. Each Plan Component shall also be delivered using a clear methodology and include clearly defined, tangible outcomes that allow for close and transparent monitoring of progress. Unless there are demonstrably justifiable reasons otherwise, the Consultant shall deliver the Plan Components using suitably qualified experts in the relevant fields.

The scope and cost of any additional Plan Components not currently included in Annex B may be subsequently agreed between the two parties subject to Clauses 2 (Appointment and General Obligations of the Consultant) and 39 (General) of the Framework Contract terms and conditions, but as a minimum they shall be demonstrably consistent with, and proportionate to, the range and cost of existing Plan

Components set out in the agreed Price Schedule (Annex F) and shall take account of the need to deliver support within overall budget availability. Final approval of any new or modified Plan Components shall be at the sole discretion of MHCLG.

Programme

MHCLG shall enter into three separate Call-Off Instructions (inclusive of this Instruction) that are capable of providing a combined total of up to £10m (incl. VAT) worth of Local Plans Intervention Services over the Instruction Period (including any optional extension). It is anticipated that multiple Call-Off Instructions (and therefore multiple Consultants) are necessary to ensure that there is sufficient capacity to be able to undertake the maximum scope and scale of services potentially required, and to account for potential, unresolvable conflicts of interest.

The initial term of the Instruction Period shall be 4 years from the Commencement Date. MHCLG reserves the right to extend the term of the Instruction Period by up to 12 months by giving the Consultant not less than 3 months prior written notice. MHCLG cannot guarantee any extension.

MHCLG will endeavour to provide regular updates to the Consultant regarding the pipeline of actual and potential intervention activity, and wherever possible will provide an early indication of potential Intervention Commissions. However, MHCLG makes no commitment or guarantee as to the allocation of any Intervention Commissions or to any minimum levels of work or spend under this Instruction.

This Instruction does not provide any exclusivity regarding the commissioning or delivery of Local Plan Intervention Services, and MHCLG may utilise alternative contract arrangements where necessary.

Commissioning Approach for Individual Interventions

Subject to the decision of the SoS to progress with any intervention activity, the first Intervention Commission shall be allocated to the Consultant who achieved the highest overall tender score (AECOM Ltd), with the second Intervention Commission allocated to the Consultant who achieved the second highest overall tender score (Ove Arup and Partners International Ltd), and the third Intervention Commission allocated to the Consultant who achieved the third highest tender score (WSP UK Ltd). Further Intervention Commissions shall then be allocated on an alternating / rotating basis between the Consultants following the order of precedence stated above.

Allocation of any Intervention Commission shall always be subject to MHCLG's written acceptance of a completed Commissioning Form (see below), and which shall involve an Intervention Commission specific assessment of the Consultant's capacity to deliver and any potential or actual conflicts of interest. Where this assessment raises demonstrable capacity and / or conflict of interest issues that MHCLG, in its reasonable opinion, considers unresolvable, then MHCLG shall reserve the right to re-allocate the Intervention Commission to the next Consultant accordingly.

MHCLG will issue individual Intervention Commissioning Instructions via the Commissioning Form at Annex C on a case-by-case basis, and subject to the intervention decisions made by the SoS. The Form will initially identify the type of intervention required (ie Diagnostic Report or Plan Delivery Services) and request an updated conflict of interest declaration from the Consultant accordingly. Subject to satisfactory assessment of this declaration, MHCLG will issue an updated Commissioning Form with full instructions and supported by a case file typically

including but not necessarily limited to:

- a) Letters and emails from MHCLG commencing the intervention process to the LPA
- b) LPAs full response to November Written Ministerial Statement
- c) MHCLG's completed Assessment Template (blank template provided at Annex D)
- d) Diagnostic Report (Plan Delivery Services only)
- e) Any other relevant correspondence
- f) Contact information for the LPA.

Each of the 15 areas highlighted in the November Written Ministerial Statement has an assigned MHCLG Case Officer who has been handling the case since November 2017. At the outset of each Intervention Commission MHCLG will arrange an inception meeting between the Consultant, the Case Officer, the Contract Manager and the Chief Planner to clarify the Intervention Commission specific delivery approach and to provide further local intelligence. The location of the inception meeting will be at MHCLG's premises as detailed under the Contract Management section below. The organisation of associated meetings with the relevant LPA will be agreed between the Consultant and MHCLG Case Officers.

The purpose of the Commissioning Form will be to refine the precise scope of work required in each intervention case as far as possible, and within the maximum scope of services described above.

On receipt of the initial Commissioning Form the Consultant shall:

1. acknowledge receipt and update their conflict of interest declaration by completing and returning Section 2a of the Commissioning Form within 1 working day;

On receipt of the full Commissioning Form the Consultant shall:

2. confirm acceptance of the Intervention Commission by completing Section 2b of the Commissioning Form and returning it to MHCLG within 3 working days, or within any other reasonable timescale as may be requested by MHCLG on a case-by-case basis.

In completing Section 2b of the Commissioning Form, the Consultant shall include appropriate, granular detail on the proposed delivery approach required to satisfy the specific Intervention Commission, whilst having due regard to the agreed, overarching service and cost parameters set out in this Instruction. The following detail shall be included as a minimum:

- resources to be used;
- defined deliverables, including identification of the relevant Plan Components and scenarios from Annex B where applicable;
- delivery milestones/timescales in accordance with any minimum or maximum timescales specified in the Consultant's proposal, including a timescale for mobilisation / commencement of service delivery and identification / confirmation of at least one 'Checkpoint' (see below);

- a breakdown of costs clearly linked to all of the above, and which shall provide a maximum cost for the complete delivery of the Intervention Commission. This shall be payable in accordance with the agreed Price Schedule (Annex F).

The Consultant shall also identify an appropriate, senior member of staff (who is named within Section 4 of this Instruction)) to be the single point of contact and be responsible for oversight and delivery of each Intervention Commission.

MHCLG shall consider each fully completed Commissioning Form on a case by case basis and, where applicable, shall confirm acceptance of the proposal in writing within 5 working days, subject to any reasonable amendments as may be requested by MHCLG and agreed by both parties.

Once agreed and signed by MHCLG, the fully completed Commissioning Form shall create a binding arrangement under this Instruction for delivery of the Intervention Commission. However, MHCLG shall always reserve the right to use the 'Checkpoint' meeting(s) described in the Contract Management section below, to decide whether to continue with the agreed Intervention Commission or to pursue an alternative course of action. An alternative course of action may include amending the Intervention Commission in agreement with the Consultant or terminating the Intervention Commission altogether at MHCLG's absolute discretion. Should the Intervention Commission be terminated as a result of the Checkpoint meeting, MHCLG shall only be liable to pay costs for services properly carried out to that point, and which are consistent with the agreed delivery, resource and cost schedules specific to that Intervention Commission.

It should also be noted that Intervention Commissions for Diagnostic Report Services and Plan Delivery Services shall be issued and agreed separately, and that prior or subsequent stages of intervention activity may be procured / delivered via alternative means. An example of the steps potentially involved in the Intervention Commissioning process are set out in Annex E.

Contract Management

The Consultant shall deliver the services using secure and efficient systems and processes and which are fully compliant with the General Data Protection Regulations (GDPR) (Clause 8.1 of the Special Conditions of the Instructions refers).

In addition to the collaborative working protocols specified above, the Consultant shall also be required to comply with the following contract management requirements in respect of each Intervention Commission:

- 1) Attend an Intervention Commission inception meeting at MHCLG's premises (this could be 2 Marsham Street, London or 5 St Philips Place, Birmingham) to: clarify roles and responsibilities, refine Intervention Commission management logistics / approach, and identify risks and issues.
- 2) Submit regular (at least weekly) relevant management information (MI) to the MHCLG Case Officer / Contract Manager, to include:
 - a. Progress against key milestones / deliverables
 - b. Specific risks and issues

- c. Stakeholder and communication management updates
 - d. Conflict of Interest updates, including monitoring and management proposals
 - e. On-going resource / capacity planning assurance
 - f. Tracking against the agreed resource and cost delivery schedule, including evidence of work properly carried out.
- 3) Attend weekly phone meetings with the MHCLG Case Officer and Contract Manager on each Intervention Commission, to review progress and relevant MI. MHCLG's Case Officer shall be available to attend meetings with the LPA if required.
 - 4) Attend face to face meetings on a monthly basis or as otherwise required by MHCLG from time to time, to be held at MHCLG premises, to update and review progress and relevant MI.
 - 5) Attend at least one 'Checkpoint' meeting, to be held at an appropriate point(s) in the delivery timetable agreed via the Commissioning Form, to update the Chief Planner on progress and agree next steps.
 - 6) Immediately escalate any suspected or identified instances of whistleblowing to [REDACTED]
 - 7) Immediately forward any Local Plan intervention related press or media enquiries to [REDACTED]
Implementation [REDACTED] The Consultant is strictly prohibited from directly engaging in any intervention related communications with the media without the prior written permission of MHCLG.

Site Information

Consultants shall attend meetings at MHCLG premises in London (2 Marsham Street, SW1P 4DF) and / or Birmingham (5 St Philip's Place, B3 2PW) as reasonably required and to visit relevant LPA sites across England as necessary, potentially at short notice.

3. DELIVERABLES

The Consultant shall satisfy the Service Requirements in accordance with their delivery proposal set out in Annex G.

4. RESOURCES

Staff of the Consultant to be involved in the provision of the Services

The following people shall deliver the Services:

As per Section 3 - Staff and Other Resources - of the Consultant's proposal (set out in Annex G).

The Designated Person and Deputy Designated Person for this Instruction are:

Designated Person

[REDACTED]

Email: [REDACTED]

Tel: [REDACTED]

Deputy Designated Person

[REDACTED]

Email: [REDACTED]

Tel: [REDACTED]

Resource Schedule

As per Section 3 - Staff and Other Resources - of the Consultant's proposal (set out in Annex G).

Sub-contractors to be involved in the provision of the Services

As per Section 3 - Staff and Other Resources - of the Consultant's proposal (set out in Annex G).

5. PROGRAMME

The Services will be delivered in accordance with the Consultant's Proposal set out in Annex G.

6. FEE

Fee Proposal

The Price Schedule is set out in Annex F.

Fee proposals for individual Intervention Commission's shall be agreed in accordance with the Commissioning Approach set out in the Service Requirements, including completion of the Commissioning Form (Annex C), and in accordance with the Price Schedule (Annex F).

7. INVOICING AND PAYMENT

Invoices in respect of the Instruction will only be processed for payment by the Public Sector Body where:

- (a) they are for the current Instruction;
- (b) the current MHCLG Reference Number is quoted on the invoice; and
- (c) invoiced in accordance with Schedule 2 of the Framework Contract and the Price Schedule (Annex F)
- (d) the invoice is addressed to MHCLG

Payment will be made to the Consultant by MHCLG.

8. SPECIAL CONDITIONS

8.1 General Data Protection Regulations (GDPR)

Clause 2 of Schedule 8 Data Protection Obligations is replaced with the GDPR provisions set out in Annex H.

BY SIGNING AND RETURNING THIS INSTRUCTION THE CONSULTANT AGREES it is entering into a legally binding contract for the Consultant's appointment (the "Consultant Appointment Contract") with the Public Sector Body to provide the Services. The Consultant Appointment Contract incorporates and is subject to all of the terms and conditions contained in the Framework Contract as may be varied and/or amended by the other provisions of this Instruction. If there is any inconsistency between any of the provisions of this Instruction and the provisions of the Framework Contract, the provisions of this Instruction shall prevail).

The Consultant and the Public Sector Body hereby acknowledge and agree that they have read this Instruction and the Framework Contract and by signing below agree to be bound by the terms of this Consultant Appointment Contract from the date appearing at the start of this Instruction.

For and on behalf of the Consultant:

Name and Title	
Signature	

For and on behalf of the Public Sector Body:

Name and Title	
Signature	

