



The Sizewell C Project

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SCHEDULE 15 TOURISM

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Annual Tourism Fund Implementation Plan" means the plan directing the annual release of Tourism Fund monies towards Tourism Plans, Projects and Programmes and identifying the split of funding to be apportioned to Tourism Plans, Projects and Programmes under the following indicative categories:

- (a) development of Tourism Strategies and Action Plans which may reasonably be considered to be related to effects of the Project during the Construction Period;
- (b) marketing and promotion activities for East Suffolk and specific attractions and events within it;
- (c) supporting local projects including capital and revenue investment;
- (d) supporting existing tourist initiatives and activities run and/or operated by local stakeholders;
- (e) supporting initiatives focused on particularly sensitive attractions and/or locations within the SCHAONB;
- (f) supporting initiatives that enhance, complement, or promote rights of way and cycleways;
- (g) developing monitoring and market research for the prosperity of the tourist sector and into the tourism-related impacts of the Project, including monitoring the visitor economy and visitor behaviour, undertaking future visitor surveys, and market research; and
- (h) provision of information on issues and/or perceived effects that may be of concern to potential visitors and that may deter potential visitors from visiting East Suffolk;

"Tourism Fund" means the fund to be established by SZC Co in the amount of £12,000,006 for the purpose of mitigating potential impacts on tourism from the Project to be paid and applied in accordance with this Schedule 15;

"Tourism Fund Marketing Manager" means a marketing manager for the Tourism Fund which may be appointed by East Suffolk Council or commissioned within Suffolk Coast Ltd Destination Management Organisation during the Construction Period;

"Tourism Fund Principles" means the following principles with which any initiative to be funded by the Tourism Fund must demonstrate compliance:

- (a) mitigates the potential effects of the Project on the tourism economy during the Construction Period by supporting the maintenance, development, and enhancement of the visitor economy in East Suffolk;
- (b) enables effective, long-term mitigation for the visitor economy effects of the Project during the Construction Period by promoting a sustainable visitor economy;
- (c) demonstrates value for money;
- (d) relates to measures and activities that support existing and on-going tourism strategies for East Suffolk;
- (e) demonstrates a measurable economic benefit to the tourist economy in East Suffolk; and
- (f) does not duplicate or obviate, but complements, other mitigation secured elsewhere in this Deed, based on the terms defined for those mitigations set out in this Deed;

"Tourism Monitoring Information" means:

- (a) monitoring information across socio-economic, environmental and transport indicators that may be relevant to potential effects on tourism; and
- (b) information reported to the Tourism Working Group by the Tourism Programme Manager;

"Tourism Plans, Projects and Programmes" means any initiative scoped by the Tourism Programme Manager that meets the Tourism Fund Principles and is defined by the categories of initiatives set out by the Annual Tourism Fund Implementation Plan;

"Tourism Programme Management" means the following tasks:

- (a) preparation and submission of the Annual Tourism Fund Implementation Plan for approval by the Tourism Working Group;
- (b) in accordance with the approved Annual Tourism Fund Implementation Plan, scoping, procurement and implementation of the Tourism Plans, Projects and Programmes by:
 - (i) promoting the Tourism Fund and Tourism Plans, Projects and Programmes; and
 - (ii) engaging businesses and organisations to encourage potential applicants to apply for funding from the Tourism Fund;
- (c) acting as an interface between regional tourism stakeholders and the Tourism Working Group; and
- (d) monitoring and reporting back to the Tourism Working Group on:
 - (i) the implementation of other mitigation under this Deed relevant to the tourist economy;
 - (ii) similar funds provided in connection with other developments in East Suffolk;
 - (iii) opportunities for complementary activities with other mitigation activities elsewhere in this Deed, and risks of duplication of funding;
 - (iv) the effects of the Project on the tourist economy, as supported by monitoring and market research procured as Tourism Plans, Projects and Programmes by the Tourism Fund or from third parties;
 - (v) the delivery and effectiveness of funded Tourism Plans, Projects and Programmes; and
 - (vi) annual and cumulative expenditure from the Tourism Fund;

"Tourism Programme Manager" means the tourism programme manager to be appointed by East Suffolk Council during the Construction Period; and

"Tourism Strategies and Action Plans" means any document produced or commissioned by the Tourism Programme Manager that provides a strategic overview to help guide the Tourism Fund to broad areas of funding that would help to offset the potential risks to the tourist economy related to the Project.

2. TOURISM SUPPORT RESOURCES

2.1 SZC Co shall pay to East Suffolk Council:

- (a) on or before Commencement the sum of £200,000;
- (b) on or before the first anniversary of the Commencement Date the sum of £200,000;
- (c) on or before the second anniversary of the Commencement Date the sum of £200,000;

- (d) on or before the third anniversary of the Commencement Date the sum of £200,000;
- (e) on or before the fourth anniversary of the Commencement Date the sum of £200,000;
- (f) on or before the fifth anniversary of the Commencement Date the sum of £200,000;
- (g) on or before the sixth anniversary of the Commencement Date the sum of £200,000;
- (h) on or before the seventh anniversary of the Commencement Date the sum of £200,000;
- (i) on or before the eighth anniversary of the Commencement Date the sum of £200,000;
- (j) on or before the ninth anniversary of the Commencement Date the sum of £200,000;
- (k) on or before the tenth anniversary of the Commencement Date the sum of £200,000;
- (l) on or before the eleventh anniversary of the Commencement Date the sum of £200,000;
- (m) on or before the twelfth anniversary of the Commencement Date the sum of £200,000;
- (n) on or before the thirteenth anniversary of the Commencement Date the sum of £200,000; and
- (o) on or before the fourteenth anniversary of the Commencement Date the sum of £200,000;

from the Tourism Fund, to be applied towards the cost of East Suffolk Council employing a Tourism Programme Manager and a Tourism Fund Marketing Manager during the Construction Period and supporting resources including review and updates to the Annual Tourism Fund Implementation Plan and the cost of the administration of the Tourism Fund and the Tourism Working Group.

- 2.2 The maximum liability of SZC Co pursuant to paragraph 2.1 is £3,000,000.
- 2.3 During the Construction Period, East Suffolk Council shall employ a Tourism Programme Manager.
- 2.4 East Suffolk Council shall procure that the Tourism Programme Manager carries out the Tourism Programme Management.

3. **TOURISM FUND**

- 3.1 SZC Co shall pay to East Suffolk Council on or before Commencement the sum of £1,000,000 from the Tourism Fund, to be applied for the purposes of supporting the initial development of the Annual Tourism Fund Implementation Plan pursuant to paragraph 4.1 and delivery of the Tourism Plans, Projects and Programmes within the categories set out in the initial Annual Tourism Fund Implementation Plan.
- 3.2 SZC Co shall pay to East Suffolk Council:
 - (a) on or before the first anniversary of the Commencement Date the sum of £571,429;
 - (b) on or before the second anniversary of the Commencement Date the sum of £571,429;
 - (c) on or before the third anniversary of the Commencement Date the sum of £571,429;
 - (d) on or before the fourth anniversary of the Commencement Date the sum of £571,429;

- (e) on or before the fifth anniversary of the Commencement Date the sum of £571,429;
- (f) on or before the sixth anniversary of the Commencement Date the sum of £571,429;
- (g) on or before the seventh anniversary of the Commencement Date the sum of £571,429;
- (h) on or before the eighth anniversary of the Commencement Date the sum of £571,429;
- (i) on or before the ninth anniversary of the Commencement Date the sum of £571,429;
- (j) on or before the tenth anniversary of the Commencement Date the sum of £571,429;
- (k) on or before the eleventh anniversary of the Commencement Date the sum of £571,429;
- (l) on or before the twelfth anniversary of the Commencement Date the sum of £571,429;
- (m) on or before the thirteenth anniversary of the Commencement Date the sum of £571,429; and
- (n) on or before the fourteenth anniversary of the Commencement Date the sum of £571,429,

from the Tourism Fund, to be applied towards Tourism Plans, Projects and Programmes within the categories set out in the Annual Tourism Fund Implementation Plan for the relevant funding period.

- 3.3 Not less than £500,000 of each payment made pursuant to paragraphs 3.1 and 3.2 shall be applied solely to funding promotional and marketing activities including visitor experience development, infrastructure asset investment, destination marketing and promotion and delivery of projects that support and underpin this marketing and public relations.
- 3.4 Not less than £71,429 of each payment made pursuant to paragraphs 3.1 and 3.2 shall be applied solely to funding monitoring the impacts of the Project on tourism in East Suffolk and the collection of consistent, robust, longitudinal monitoring data and market research in respect of such impacts.
- 3.5 The maximum liability of SZC Co pursuant to this paragraph 3 is £9,000,006.

4. ANNUAL TOURISM FUND IMPLEMENTATION PLAN

- 4.1 East Suffolk Council shall procure that the Tourism Programme Manager shall produce the first draft Annual Tourism Fund Implementation Plan for the approval of the Tourism Working Group no later than three months following the Commencement Date.
- 4.2 The Tourism Working Group shall draw upon the Tourism Monitoring Information to review the first Annual Tourism Fund Implementation Plan and shall approve the same within three months of receipt, PROVIDED THAT the split of funding meets the minimum funding amounts set out in paragraphs 3.3 and 3.4.
- 4.3 Following the approval of the first Annual Tourism Fund Implementation Plan in accordance with paragraph 4.2, East Suffolk Council shall procure that the Tourism Programme Manager shall produce a subsequent draft Annual Tourism Fund Implementation Plan for the approval of the Tourism Working Group before the end of January in each calendar year of the Construction Period and for three years following the end of the Construction Period, and the Tourism Working Group shall draw upon the Tourism Monitoring Information to review and approve such subsequent draft Annual Tourism Fund Implementation Plan before 30 April in that same year, PROVIDED THAT the split of funding meets the minimum funding amounts set out in paragraphs 3.3 and 3.4.

- 4.4 East Suffolk Council shall procure that the Tourism Programme Manager shall implement each Annual Tourism Fund Implementation Plan approved by the Tourism Working Group pursuant to paragraph 4.2 or paragraph 4.3 (as relevant) from 1 May of that year.
- 4.5 Where appropriate, the Tourism Working Group and Tourism Programme Manager may determine that particular Tourism Plans, Projects and Programmes may benefit from extending across multiple funding periods and this will be made clear in each of the Annual Tourism Fund Implementation Plans relevant to such periods.
5. **TOURISM WORKING GROUP**
 - 5.1 On or before Commencement, SZC Co shall establish the Tourism Working Group which shall exist until the end of the Construction Period.
 - 5.2 The Tourism Working Group shall comprise:
 - 5.2.1 one representative in a department or service relevant to economic development and planning/projects to be nominated by East Suffolk Council;
 - 5.2.2 one representative in a department or service relevant to economic development and planning/projects to be nominated by Suffolk County Council;
 - 5.2.3 one representative to be nominated by The Suffolk Coast Limited;
 - 5.2.4 one representative to be nominated by Visit Suffolk;
 - 5.2.5 one representative to be nominated by SCHAONB Partnership;
 - 5.2.6 one representative to be nominated by New Anglia Local Enterprise Partnership; and
 - 5.2.7 two representatives to be nominated by SZC Co,or such alternates as may be nominated by those representatives from time to time.
 - 5.3 The Tourism Working Group shall:
 - 5.3.1 be chaired by the representatives of East Suffolk Council;
 - 5.3.2 meet bi-annually either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time;
 - 5.3.3 meet no later than three months after the Commencement Date; and
 - 5.3.4 refer to the Economic Review Group for its determination any matter upon which the members of the Tourism Working Group are unable to agree unanimously, including but not limited to any failure of the Tourism Working Group to approve a draft Annual Tourism Fund Implementation Plan in accordance with paragraphs 4.2 or 4.3.
 - 5.4 The Tourism Working Group shall report to the Economic Review Group bi-annually on the following matters:
 - 5.4.1 effects of the Project's construction activity on the tourist economy in Suffolk; and
 - 5.4.2 expenditure of previous annual contributions from the Tourism Fund and the effectiveness of such contributions.
 - 5.5 SZC Co and the Councils agree that meetings of the Tourism Working Group shall be quorate if at least three members (at least one of which is a member representing SZC Co and one of which is a member representing East Suffolk Council and one of which is a member representing Suffolk County Council) are present.
 - 5.6 SZC Co shall be responsible for the administration of convening and holding meetings of the Tourism Working Group.
 - 5.7 The Tourism Working Group:
 - 5.7.1 shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Tourism Working Group; and

5.7.2 may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Tourism Working Group from time to time,
with such arrangements and terms of reference to be approved by the Economic Review Group.

5.8 In the event that any of the Quorate Members of the Tourism Working Group considers that a matter needs to be referred to the Economic Review Group for urgent resolution, it shall notify the members of the Economic Review Group accordingly to invoke the urgency process in Schedule 7, paragraph 2.12.8.

SCHEDULE 16 TRANSPORT AND PUBLIC RIGHTS OF WAY

1. DEFINITIONS AND INTERPRETATION

Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"1980 Act" means the Highways Act 1980;

"A12 Contribution" means the sum of £2,336,820;

"A12 Scheme" means improvements to the A12 corridor between A12/A14 Seven Hills Interchange and the A12/A1152 Woods Lane Roundabout to enhance highway capacity;

"Abnormal Indivisible Loads" means a vehicle having one or more of the following characteristics on any part of the vehicle combination:

- (a) a gross vehicle weight of more than 44,000kg;
- (b) an axle load of more than 10,000kg for a single non-driving axle and 11,500kg for a single driving axle;
- (c) a width of more than 2.9 metres;
- (d) a rigid length of more than 18.65 metres;
- (e) the vehicle load projects over the front or rear of the vehicle by more than 3.05m or more than 305mm over the side of the vehicle; or
- (f) a Part 2 vehicle combination (N3 vehicle and trailer) of greater than 25.9m total length;

"AIL Escort Guide" means a risk assessed guide to the types of Abnormal Indivisible Loads requiring police escort, self-escort or no escort when moving by road to and from the SZC Development Site following the first use of the Two Village Bypass and Sizewell Link Road;

"AIL Level Crossing Protocol" means a protocol to enable Abnormal Indivisible Loads to route across the B1122 level crossing and notify the signal controller on their approach to and exit from the level crossing without being required to wait on the B1122;

"AIL Routes" means the routes for the transport of Abnormal Indivisible Loads by road identified in the Construction Traffic Management Plan and an "AIL Route" means any one of them;

"AIL Route Scheme" means in respect of each of the AIL Routes, a scheme of such works to street furniture and laybys as may be reasonably required to accommodate the transport of Abnormal Indivisible Loads by road on that AIL Route in accordance with the Construction Traffic Management Plan;

"AIL Structural Improvements" means in respect of each of the AIL Routes, a scheme of such works as are required to highway structures to accommodate the transport of Abnormal Indivisible Loads by road on that AIL Route in accordance with the Construction Traffic Management Plan;

"AIL Structural Survey" means a detailed audit and structural survey of the highway structures on each of the AIL Routes, including details of any necessary AIL Structural Improvements;

"B1078 Road Safety Improvements" means safety improvements to the B1078, to include the measures set out in paragraph 6.1, as illustrated by the indicative outline design set out in Annex P;

"B1122 Early Years Scheme" means works to address road safety and to address environmental transport impacts of construction traffic likely to arise prior to first use of the Sizewell Link Road on the B1122 between and inclusive of Middleton Moor and Theberton as described in Annex Q, to include the measures set out in paragraph 5.7.2;

"B1122 Corridor Extent" means the area in the vicinity of the B1122 bound:

- (a) in the north, by an arc from the A12 / A144 junction to Minsmere (including Westleton and Darsham);
- (b) in the east, by a line running from Minsmere and Eastbridge to the B1122 at the access to the SZC Development Site (including Eastbridge Road);
- (c) in the south, by the alignment of the Sizewell Link Road between the A12 and the access to the SZC Development Site; and
- (d) in the west, by the A12 (including the A12 between the A12 / A144 junction and the Red House Farm Roundabout);

"B1122 Corridor Repurposing Scheme" means highway improvements on the B1122 corridor between Yoxford and the access to the SZC Development Site to provide enhanced facilities and connectivity for non-motorised users and local communities, to be agreed by Suffolk County Council and which may include:

- (a) highway improvements, signage and road markings:
 - (i) on the B1122 between the Middleton Moor Link Roundabout and the junction between the B1122 and the Sizewell Link Road south of Theberton to link-up roads designated as 'Quiet Lanes' across the B1122; and
 - (ii) within the B1122 Corridor Extent to establish a cycling network that will support and encourage cycling;
- (b) an engineering feasibility study of the sections of the B1122:
 - (i) west of Middleton Moor Link Roundabout and the A12; and
 - (ii) between the junction between the B1122 and the Sizewell Link Road south of Theberton and the access to the SZC Development Siteto inform the measures referred to in (a)(ii);
- (c) maintenance of existing shared cycle / footway on the A12 between Darsham railway station and The Street;
- (d) upgrade of the footway between Darsham railway station and Yoxford to a shared cycle / footway;
- (e) enhancement of roadways designated as 'Quiet Lanes' within the B1122 Corridor Extent through the provision of additional signage, pavement marking and measures to reduce traffic speeds; and
- (f) a package of behaviour change measures, such as:
 - (i) provision of online and printed cycle maps;
 - (ii) promotional events;
 - (iii) guided cycle rides;
 - (iv) engagement with schools, colleges, businesses and residents; and
 - (v) provision of new cycle parking;

"B1125 Scheme" means proposed changes to the highway design and public realm in the B1125 corridor to include the measures set out in paragraph 5.5.2, as illustrated by the indicative outline drawings set out in Annex N;

"Bond Value" means the bond value that shall be sought by Suffolk County Council in relation to the Sizewell Link Road, Two Village Bypass or Standard Highway Work (as appropriate), this bond value being the cost of construction of the Sizewell Link Road, Two Village Bypass or Standard Highway Work (as appropriate), including temporary traffic management, plus 10%;

"B1125 Working Group" means a group comprising members of Westleton Parish Council, Walberswick Parish Council, Blythburgh Parish Council, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the B1125 Scheme;

"Contingent Effects" means the potential effects of the Project set out in Annex O, considered on the basis set out in that Annex, including any effects of SZC Co's water supply strategy;

"Contingent Effects Fund" means the sum of £1,645,000 to be used to address Contingent Effects, excluding any costs associated with the design of the Proposed Mitigation by SZC Co, the supervision of the Proposed Mitigation by Suffolk County Council, and any reasonable costs associated with additional data collection;

"Construction Traffic Management Plan" means the construction traffic management plan attached at Annex K to this Deed (as the same may be amended from time to time by SZC Co subject to the approval of the Transport Review Group in accordance with paragraph 4.5.4);

"Construction Worker Travel Plan" means the construction worker travel plan attached at Annex L to this Deed (as the same may be amended from time to time by SZC Co subject to the approval of the Transport Review Group in accordance with paragraph 4.5.4);

"Delivery Co-ordinator" means the delivery co-ordinator appointed by SZC Co in accordance with paragraph 2.6 and the Construction Traffic Management Plan;

"Highway Agreement" means an agreement pursuant to the Development Consent Order or sections 38 and/or 278 of the 1980 Act that SZC Co enters into with Suffolk County Council in order to carry out works to the highway whether authorised by the Development Consent Order or required by the terms of this Deed;

"Highway Structural Maintenance Contribution" means the cost of maintaining in good repair the Maintenance Area during the Construction Period in order to mitigate the impacts of Sizewell C construction traffic using the B1122 and A12 during this period, up to a maximum total cost of £585,133 to be used by Suffolk County Council to carry out these works;

"Leiston Cycling and Walking Contribution" means the sum of up to £728,185;

"Leiston Cycling and Walking Improvements" means the walking and cycling improvements in Leiston, which shall include the works set out in Annex Y and including any design and feasibility work in respect of the same;

"Leiston Route 3 Scheme" means the part of the Leiston Cycling and Walking Improvements comprising and identified as route no. 3 in Annex Y;

"Leiston Scheme" means transport improvements in Leiston to prioritise walking and cycling as well as enhancement to the public realm in the centre of Leiston, to include the measures set out in paragraph 5.3.2, an outline design of which is set out in Annex R;

"Local Transport Programme" means a detailed implementation programme prepared by SZC Co for the delivery of the Local Transport Schemes as soon as possible after Commencement, and in particular those associated with the early years of the Construction Period;

"Local Transport Schemes" means the B1078 Road Safety Improvements, the B1125 Scheme, the Leiston Scheme, the Marlesford and Little Glemham Scheme, the B1122 Early Years Scheme, the B1122 Corridor Repurposing, the Wickham Market Scheme and the Yoxford Scheme;

"Maintenance Area" means those parts of the A12 and B1122 set out:

- (a) prior to the opening of the Sizewell Link Road and the Two Village Bypass to the public, on the plan in Part A of Annex Z; and
- (b) after the opening of the Sizewell Link Road and the Two Village Bypass to the public, on the plan in Part B of Annex Z;

"Marlesford and Little Glemham Scheme" means proposed transport improvements in Marlesford and Little Glemham to include the measures set out in paragraph 5.4.2, as illustrated by the indicative outline drawings set out in Annex S;

"Middleton Moor Link Roundabout" means the proposed new three-arm roundabout on the B1122 to the west of Middleton Moor forming part of Work No. 12B(a) in Schedule 1 to the Development Consent Order;

"Monitoring Reports" means reports in such format as may be agreed from time to time in accordance with paragraphs 3 and 4.4.1, providing information in relation to the implementation and operation of the Transport Management Plans in accordance with those Transport Management Plans;

"Operational Travel Plan" means a travel plan to manage and monitor operational workforce movements to Sizewell C in accordance with the Operational Travel Plan Principles (as the same may be amended from time to time pursuant to this Schedule);

"Operational Travel Plan Principles" means the principles attached at Annex J to this Deed;

"Parish Councils" means parish or town councils in East Suffolk and the vicinity of East Suffolk affected by transport-related impacts of the Project;

"Proposed Mitigation" means the measures proposed by SZC Co and approved by the Transport Review Group to mitigate the impact of Contingent Effects;

"Proposed Sum" means the estimated cost of the Proposed Mitigation to address Contingent Effects, to include the cost of any associated works to services and/or utilities and traffic management;

"PROW Communications Plan" means the communications plan to be prepared by the Rights of Way Working Group to set out the range, timing, and duration of communication measures in respect of closures, diversions, and new access points in the existing public rights of way network (as amended from time to time by the Rights of Way Working Group);

"PROW Fund" means £2,500,000 to be applied by the Rights of Way Working Group in accordance with this Schedule;

"Public Path Creation Arrangements" means a public path creation agreement pursuant to section 25 of the 1980 Act or a public path creation order pursuant to section 26 of the 1980 Act (if either party considers it a more effective means of right of way creation) to dedicate the Public Path Creation Route as a bridleway;

"Public Right of Way Creation Route" means a route linking Public Right of Way E-363/019/0 to Public Right of Way E-363/021/0 through Kenton Hills and Goose Hill so as to create a continuous designated public right of way linking Public Right of Way E-363/019/0 to the accessible 'coastal margin';

"Red House Farm Roundabout" means the proposed new three-arm roundabout on the A12 forming part of Work No. 12B(a) in Schedule 1 to the Development Consent Order;

"Signage Strategy" means a strategy setting out the provision of signage directing vehicles to the Sites during the Construction Period, to include all signage design (to be developed in line with current design standards) and any other associated infrastructure required to facilitate delivery of the necessary signage, including a strategy to discourage traffic using the B1078, and to include a timetable for implementation PROVIDED THAT the timetable shall require the carrying out of any works before Commencement;

"SLR and TVB Highway Technical Approval and Inspection Fees" means 3.25% of the Bond Value in respect of each of the highway technical approval and inspection fees relating to the Sizewell Link Road and Two Village Bypass respectively;

"Southern Park and Ride" means Work No. 10(a)(i)-(viii) and (b) in Schedule 1 to the Development Consent Order;

"Standard Highway Technical Approval and Inspection Fees" means in respect of a Standard Highway Work the highway technical approval and inspection fees shall be a fixed cost of 7.5% of the Bond Value;

"Standard Highway Work" means a highway work authorised by the Development Consent Order or otherwise required to be carried out pursuant to this Deed (including any works funded by the Contingent Effects Fund or required to be carried out pursuant to an approval of mitigation measures or actions by the Transport Review Group (or a decision of the Delivery Steering Group or an Expert appointed pursuant to clause 8 of this Deed (as relevant)) but excluding the Two Village Bypass and Sizewell Link Road;

"Supplier" means a person with which SZC Co has entered into a Supply Contract;

"Supply Contract" means a contract entered into by SZC Co in respect of the supply of goods or services to the Project requiring the supplier to access one or more of the Sites;

"TMMS" means the traffic management and monitoring system forming the detailed specification of the delivery management system required in accordance with the Construction Traffic Management Plan;

"Traffic Incident Management Plan" means the traffic incident management plan attached at Annex M to this Deed (as the same may be amended from time to time by SZC Co subject to the approval of the Transport Review Group in accordance with paragraph 4.5.5);

"Transport Co-ordinator" means the transport co-ordinator appointed by SZC Co in accordance with paragraph 4.3.1 and the Construction Traffic Management Plan;

"Transport Management Plans" means the Construction Traffic Management Plan, Construction Worker Travel Plan, and the Traffic Incident Management Plan;

"Transport Review Group Members" means SZC Co, East Suffolk Council, Suffolk County Council, Suffolk Constabulary and National Highways (and a **"Transport Review Group Member"** or **"Member"** shall mean any of them);

"Unit 1 Fuel Receipt Date" means the date that the first nuclear fuel assemblies for Unit 1 are delivered to the Main Development Site;

"Wickham Market Scheme" means proposed changes to the highway design and public realm in Wickham Market to include the measures set out in paragraph 5.2.2, an outline design of which is set out in Annex T; and

"Yoxford Scheme" means proposed changes to the highway design at Yoxford to include the measures set out in paragraph 5.6.2, an outline design of which is set out in Annex X.

2. TRANSPORT MANAGEMENT PLANS AND OPERATIONAL TRAVEL PLAN

- 2.1 On or before Commencement, SZC Co shall submit details of the TMMS for the approval of Suffolk County Council following consultation with East Suffolk Council and National Highways.
- 2.2 From Commencement and until the end of the Construction Period (in respect of the Construction Traffic Management Plan and the Traffic Incident Management Plan) and until the Unit 1 Fuel Receipt Date (in respect of the Construction Worker Travel Plan), SZC Co shall, unless otherwise agreed with the Transport Review Group, implement and act in accordance with the:
 - 2.2.1 Construction Traffic Management Plan;
 - 2.2.2 Construction Worker Travel Plan; and
 - 2.2.3 Traffic Incident Management Plan.
- 2.3 During the Construction Period (or from Commencement until the Unit 1 Fuel Receipt Date in respect of the Construction Worker Travel Plan), SZC Co shall not enter into any Supply Contract in respect of the Project that does not require the Supplier to comply with the

- Construction Traffic Management Plan, Construction Worker Travel Plan, and Traffic Incident Management Plan.
- 2.4 At least 6 months before the Unit 1 Fuel Receipt Date, SZC Co shall submit an Operational Travel Plan for the approval of Suffolk County Council following consultation with East Suffolk Council and National Highways.
 - 2.5 Throughout the five years following the Unit 1 Fuel Receipt Date (unless otherwise agreed by the Transport Review Group), SZC Co shall implement and act in accordance with the Operational Travel Plan, any changes to which from time to time must be approved by Suffolk County Council after consulting East Suffolk Council and National Highways.
 - 2.6 On or before Commencement, SZC Co shall appoint a Delivery Co-ordinator and will ensure that a Delivery Co-ordinator is in place until the end of the Construction Period.
 - 2.7 SZC Co shall procure that the Delivery Co-ordinator will:
 - 2.7.1 manage the delivery management system in accordance with the Construction Traffic Management Plan;
 - 2.7.2 manage and co-ordinate Abnormal Indivisible Load movements;
 - 2.7.3 investigate any non-compliance with the Construction Traffic Management Plan;
 - 2.7.4 plan delivery schedules in accordance with the Project programme and the Construction Traffic Management Plan; and
 - 2.7.5 collate monitoring data for the Monitoring Reports.

3. **MONITORING REPORTS**

On or before Commencement, SZC Co shall prepare and submit the proposed format of the Monitoring Reports to Suffolk County Council for its approval, in consultation with East Suffolk Council, National Highways and Suffolk Constabulary.

4. **TRANSPORT REVIEW GROUP**

4.1 **Membership of TRG**

On or before Commencement, SZC Co shall establish the Transport Review Group which will exist until the end of the Construction Period and comprise:

- 4.1.1 one representative to be nominated by East Suffolk Council;
- 4.1.2 one representative to be nominated by Suffolk County Council;
- 4.1.3 one representative to be nominated by National Highways;
- 4.1.4 one representative to be nominated by Suffolk Constabulary; and
- 4.1.5 up to four representatives to be nominated by SZC Co, one of whom is the Transport Co-ordinator,

or such alternates as may be nominated by those representatives from time to time.

4.2 **Administration and Decision-making of TRG**

- 4.2.1 SZC Co shall be responsible for convening and holding meetings of the Transport Review Group, subject to the power of any Transport Review Group Member to convene a meeting of the Transport Review Group at any time.
- 4.2.2 Any Transport Review Group Member convening a meeting of the Transport Review Group which is in addition to the regular quarterly meeting of the Transport Review Group shall give not less than 20 Working Days' notice of the meeting to all Transport Review Group Members, unless that Transport Review Group Member acting reasonably considers that reasons of urgency require a shorter notice period to be given, or all Transport Review Group Members agree to dispense with the notice period.

- 4.2.3 In the event that any of the Quorate Members of one of the Transport Working Groups refers a matter to the Transport Review Group for urgent resolution, the Transport Review Group shall:
- (A) meet as soon as reasonably practicable after the members of the Transport Review Group are notified and in any event within 10 Working Days for the sole purpose of resolving the relevant matter (with such urgent meeting not counting as a meeting of the Transport Review Group required to be held pursuant to paragraph 4.2.4); and
 - (B) be entitled to vary any of the requirements of paragraph 4.2.4 by unanimous agreement of the members of the Transport Review Group to facilitate such meeting occurring as soon as reasonably practicable and the early resolution of the relevant matter.

4.2.4 The Transport Review Group shall:

- (A) with effect from the Commencement Date until the end of the Construction Period, meet:
 - (1) monthly during the first three months following the Commencement Date; and
 - (2) thereafter, quarterly,unless otherwise agreed by the Transport Review Group;
- (B) meet either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time;
- (C) meet no later than one month after the Commencement Date;
- (D) be quorate if at least three members (at least one of which is a Transport Review Group Member representing East Suffolk Council, one is a Transport Review Group Member representing Suffolk County Council and one is a Transport Review Group Member representing SZC Co) are present;
- (E) be chaired by Suffolk County Council; and
- (F) be attended by members or representatives of the Transport Working Groups, third parties or other experts from time to time and as agreed by the Transport Review Group Members, in order to observe and participate in discussions or present information to the Transport Review Group when specific issues are being discussed.

4.2.5 The Transport Review Group:

- (A) shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Transport Review Group; and
- (B) may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Transport Review Group from time to time, with such arrangements and terms of reference to be approved by the Delivery Steering Group.

4.3 Transport Co-ordinator

- 4.3.1 On or before Commencement, SZC Co shall appoint a Transport Co-ordinator and will ensure that a Transport Co-ordinator is in place until the end of the Construction Period.
- 4.3.2 SZC Co shall notify the Transport Review Group Members within 10 Working Days of any change in the identity of the appointed Transport Co-ordinator.
- 4.3.3 SZC Co shall procure that the Transport Co-ordinator will:

- (A) promote the objectives and benefits of the Transport Management Plans to encourage compliance with its contents;
- (B) provide a weekly summary to the Transport Review Group of vehicle trips (by type – i.e. car, LGV, buses, HGV, AILs) to and from the vehicle accesses to the Main Development Site, including LEEIE Caravan Park and the Park and Ride Sites;
- (C) provide transport data upon request by the Suffolk County Council where reasonably necessary to assess actual or suspected non-compliance with this Deed in relation to transport matters;
- (D) monitor the success of the Construction Traffic Management Plan against the thresholds;
- (E) prepare and submit Monitoring Reports to the Transport Review Group on a monthly basis during the first three months following the Commencement Date and thereafter on a quarterly basis;
- (F) report to the Transport Review Group on relevant transport related issues and actions from the Transport Working Groups;
- (G) provide reports, agendas and minutes of the Transport Working Groups to Transport Review Group Members no less than 5 Working Days in advance of a meeting of the Transport Review Group, save where a meeting is called at short notice;
- (H) propose to the Transport Review Group amendments to the Transport Management Plans where SZC Co considers these necessary or desirable and make any approved amendments to the Transport Management Plans;
- (I) implement actions agreed with the Transport Review Group;
- (J) seek to resolve issues and problems identified by the Transport Review Group through liaison with other parts of SZC Co, its contractors, and the Transport Working Groups;
- (K) upon the reasonable request of the Transport Review Group, provide information in respect of the Contingent Effects;
- (L) if requested by the Transport Review Group, investigate potential unmitigated significant adverse impacts and, if required, put forward recommendations for mitigation to be funded by the Contingent Effects Fund; and
- (M) provide the Transport Review Group with details of any transport-related issues raised by the Parish Councils.

4.3.4 During the Construction Period, SZC Co shall procure that the Transport Co-ordinator attends each meeting of the Community Safety Working Group in order to:

- (A) provide a quarterly update to the Community Safety Working Group on the monitoring of the Transport Management Plans;
- (B) allow the emergency services to provide feedback from a service delivery and emergency response viewpoint;
- (C) discuss expected Abnormal Indivisible Load police escort requirements for the subsequent quarter; and
- (D) provide a review of monitoring data for transport indicators including, but not limited to, traffic incidents and Abnormal Indivisible Loads, and to review the effectiveness of the Transport Management Plans in the context of community safety.

- 4.3.5 SZC Co shall procure that the Transport Co-ordinator reports to each meeting of the Transport Review Group on relevant transport related issues and actions discussed at the Community Safety Working Group, including providing the minutes of the most recent Community Safety Working Group.

4.4 **Purpose and Role of TRG**

The Transport Review Group shall:

- 4.4.1 review the format of the Monitoring Reports from time to time and agree any amendments;
- 4.4.2 review the Local Transport Programme from time to time and agree any amendments;
- 4.4.3 unanimously approve the AIL Escort Guide;
- 4.4.4 consider Monitoring Reports received from the Transport Co-ordinator, consider any measures proposed by SZC Co or any other Transport Review Group Member in accordance with this Schedule, and make unanimous decisions in accordance with paragraph 4.2;
- 4.4.5 ensure that the aims and objectives of the Transport Management Plans are achieved, by exercising its functions under paragraphs 4.4.1 and 4.5;
- 4.4.6 unanimously agree the amount of any payments due pursuant to this Schedule;
- 4.4.7 consider the minutes of the Transport Working Groups meetings insofar as they relate to transport matters which have been directed for the attention of the Transport Review Group;
- 4.4.8 consider and unanimously decide any matter referred to it from the Transport Working Groups regarding outstanding disputes within those groups or any matter where those groups have failed to reach a decision;
- 4.4.9 consider and provide guidance to SZC Co and the Transport Working Groups on any matters where the Transport Review Group consider there are interfaces between those groups that need a more strategic approach;
- 4.4.10 where necessary, report to and refer matters to the Delivery Steering Group, particularly where there are interface issues across topics that require a more strategic approach or where the Transport Review Group fails to reach a unanimous decision; and
- 4.4.11 notify the members of the Delivery Steering Group in order to invoke the urgency process in paragraph 3.8 of Schedule 17 in the event that any of the Quorate Members of the Transport Review Group considers that a matter needs to be referred to the Delivery Steering Group for urgent resolution.

4.5 **Functions in respect of the Transport Management Plans**

4.5.1 In the event that:

- (A) a Monitoring Report identifies that any of the targets or limits set out in the Construction Worker Travel Plan or the Construction Traffic Management Plan have not been achieved or have been exceeded, or are not reasonably likely to be achieved or are likely to be exceeded; and
- (B) the Transport Review Group unanimously considers that mitigation measures are reasonably necessary to address the impact of the shortfalls or exceedances, or reasonably likely shortfalls or exceedances, against targets or limits in the Construction Worker Travel Plan or the Construction Traffic Management Plan, and advises SZC Co to that effect,

then SZC Co shall at the next available meeting of the Transport Review Group (or earlier if unanimously agreed by the Transport Review Group Members acting

reasonably) propose mitigation actions or measures (including a programme for delivery and, where relevant, a cost estimate) to address the impact of the shortfalls or exceedances, or reasonably likely shortfalls or exceedances, against targets or limits in the Construction Worker Travel Plan or the Construction Traffic Management Plan, for the unanimous approval by the Transport Review Group.

4.5.2 In the event that:

- (A) SZC Co does not submit proposed mitigation measures to the Transport Review Group in accordance with paragraph 4.5.1; or
- (B) SZC Co submits proposed mitigation measures to the Transport Review Group in accordance with paragraph 4.5.1 but the Transport Review Group does not unanimously approve those mitigation measures,

then any Transport Review Group Member may submit proposed mitigation measures (including a programme for delivery and, where relevant, a cost estimate) to address the impact of the shortfalls or exceedances, or reasonably likely shortfalls or exceedances, against targets or limits in the Construction Worker Travel Plan or the Construction Traffic Management Plan, for unanimous approval by the Transport Review Group.

4.5.3 SZC Co shall:

- (A) implement any mitigation measures approved pursuant to paragraphs 4.5.1 or 4.5.2 or (in the event of the Transport Review Group failing to reach a unanimous decision) by the Delivery Steering Group or an Expert appointed pursuant to clause 8 (as relevant), where it is agreed that any such mitigation measure will be carried out by SZC Co; or
- (B) pay Suffolk County Council's reasonable and proper costs in implementing any mitigation measures approved pursuant to paragraphs 4.5.1 or 4.5.2 or (in the event of the Transport Review Group failing to reach a unanimous decision) by the Delivery Steering Group or an Expert appointed pursuant to clause 8 (as relevant), where it is agreed that any such mitigation measure will be carried out by Suffolk County Council.

4.5.4 The Transport Review Group may unanimously approve any revisions to the Construction Worker Travel Plan or the Construction Traffic Management Plan (as relevant), for the purpose of the better functioning of those plans or the more effective mitigation of any transport impacts of the Project or for any other reason.

4.5.5 In the event that following the implementation of the Traffic Incident Management Plan in response to an event or incident, a Transport Review Group Member advises SZC Co of amendments to the Traffic Incident Management Plan that it considers (acting reasonably) would assist with effective incident management, SZC Co shall at the next available meeting of the Transport Review Group report on the advice received and any appropriate revisions to the Traffic Incident Management Plan that SZC Co considers necessary, for the unanimous approval of the Transport Review Group.

4.5.6 The Transport Review Group shall not be entitled to approve any amendments to the Construction Worker Travel Plan, the Construction Traffic Management Plan or the Traffic Incident Management Plan (except for minor or immaterial variations) unless it has been demonstrated to the reasonable satisfaction of the Transport Review Group that the amendments would not give rise to any materially new or materially different environmental effects in comparison with those assessed in the Environmental Information.

4.6 Contingent Effects Fund

4.6.1 The Transport Review Group may unanimously agree that the Transport Co-ordinator should investigate potential Contingent Effects, report on any such

Contingent Effects, and, if required, put forward recommendations for mitigation to be funded by the Contingent Effects Fund.

- 4.6.2 The Transport Review Group shall monitor Contingent Effects and, in the event that the Transport Review Group, having considered the matter on the basis set out in Annex O, unanimously decides that it is necessary to provide mitigation, it may:

- (A) unanimously approve the use of the Proposed Sum from the Contingent Effects Fund for the Proposed Mitigation; or
- (B) unanimously propose the use of such alternative Proposed Sum from these funds as the Transport Review Group reasonably considers necessary to mitigate the impacts identified; or
- (C) unanimously decide to defer its decision until the next meeting of the Transport Review Group, pending the provision of further information by the Transport Co-ordinator if requested by the Transport Review Group.

- 4.6.3 The total payments payable by SZC Co to address Contingent Effects shall not exceed the Contingent Effects Fund.

- 4.6.4 SZC Co shall keep the Transport Review Group regularly updated in relation to its water supply strategy in order to enable the Transport Review Group to consider the need to monitor and mitigate its potential Contingent Effects via the Contingent Effects Fund.

4.7 Implementation of Proposed Mitigation to address Contingent Effects

- 4.7.1 SZC Co shall implement any Proposed Mitigation unanimously approved by the Transport Review Group, or (in the case of failure to reach a unanimous decision) determination by the Delivery Steering Group or Expert appointed pursuant to clause 8 (as relevant), unless it is unanimously agreed by the Transport Review Group that such Proposed Mitigation will be carried out by Suffolk County Council.

- 4.7.2 Where it is unanimously agreed by the Transport Review Group that the Proposed Mitigation approved by the Transport Review Group shall be carried out by Suffolk County Council, Suffolk County Council shall implement the approved Proposed Mitigation.

5. TRANSPORT WORKING GROUPS

5.1 Rights of Way Working Group

- 5.1.1 On or before Commencement, SZC Co shall establish the Rights of Way Working Group which shall exist until the end of the Construction Period, unless otherwise agreed by the members of the Rights of Way Working Group.

- 5.1.2 The Rights of Way Working Group shall comprise:

- (A) one representative to be nominated by East Suffolk Council;
- (B) two representatives to be nominated by Suffolk County Council, one of whom shall be from the rights of way team and the other from the highways team; and
- (C) up to two representatives to be nominated by SZC Co, one of whom shall be the Transport Co-ordinator,

or such alternates as may be nominated by those representatives from time to time as agreed by the members of the Rights of Way Working Group.

- 5.1.3 On or before Commencement, SZC Co shall pay the PROW Fund to Suffolk County Council.

- 5.1.4 The Rights of Way Working Group shall manage and administer the PROW Fund which may be used for initiatives designed to improve the existing public rights of way network in East Suffolk and to mitigate any potential adverse effects on the existing public rights of way network that might arise from the Project, through any of the following:
- (A) physical improvements to the existing public rights of way network, creation of new public rights of way, and creation of public rights of way to link existing and/or new public rights of way, including repairs, wayfinding, improving connectivity, provision of new or upgraded gates or signage;
 - (B) supporting communication measures in relation to closures, diversions, and new access points in accordance with the PROW Communications Plan; and
 - (C) legal upgrades to the existing public rights of way network
- to the extent that such initiatives are identified and agreed (unanimously) by the Rights of Way Working Group:
- 5.1.5 Suffolk County Council shall implement or procure the implementation of any initiatives approved (unanimously) by the Rights of Way Group, up to the total value of PROW Fund.
- 5.1.6 The Rights of Way Working Group shall:
- (A) meet either virtually or in a convenient location in East Suffolk or Ipswich once every three months for the first two years of the Construction Period and once every six months thereafter during the Construction Period, such meetings to be:
 - (1) chaired by Suffolk County Council; and
 - (2) quorate if at least three members (one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present;
 - (B) meet no later than three months after the Commencement Date; and
 - (C) refer any matter that cannot be agreed unanimously to:
 - (1) the Transport Review Group; or
 - (2) (with the unanimous agreement of the Transport Review Group) the Environment Working Group.
- 5.1.7 The Rights of Way Working Group shall report to the Transport Review Group at least once every six months on matters including (but not limited to):
- (A) any existing initiatives that the PROW Fund has been applied towards and the effectiveness of such initiatives;
 - (B) any future initiatives that the Rights of Way Working Group has agreed will be funded by the PROW Fund; and
 - (C) any material changes to the timing or delivery of the Project that may impact upon any existing or proposed initiatives that have been or are agreed by the Rights of Way Working Group to be funded by the PROW Fund.
- 5.1.8 SZC Co shall procure that the Transport Co-ordinator will report to each meeting of the Transport Review Group:
- (A) any non-Project-related public rights of way issues identified within the community that may have the potential to influence the Project's workforce and infrastructure;

- (B) evidenced effects of the Project and its workforce on public rights of way;
 - (C) use of financial contributions secured pursuant to Schedule 10 of this Deed to implement public rights of way and cycle measures; and
 - (D) any material impacts to public rights of way that might arise as a result of changes in Project milestones, and any concerns relating to the delivery of the Project which may affect public rights of way.
- 5.1.9 SZC Co shall procure that the Transport Co-ordinator provides to the Transport Review Group the minutes of the most recent meeting of the Rights of Way Working Group.
- 5.1.10 In the event that any of the Quorate Members of the Rights of Way Working Group considers that a matter needs to be referred to the Transport Review Group for urgent resolution, it shall notify the members of the Transport Review Group accordingly to invoke the urgency process in paragraph 4.2.3.
- 5.1.11 The Rights of Way Working Group:
- (A) shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Rights of Way Working Group; and
 - (B) may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Rights of Way Working Group from time to time, with such arrangements and terms of reference to be approved by the Transport Review Group.

5.2 Wickham Market Working Group

- 5.2.1 On or before Commencement, SZC Co shall procure that the Transport Co-ordinator will make arrangements for the Wickham Market Working Group to meet at such intervals as may be agreed between its members, until such time as a detailed design for the Wickham Market Scheme has been approved by Suffolk County Council (or such other time as agreed with Suffolk County Council), with such meetings to be:
- (A) virtual or in a convenient location in East Suffolk to be identified by SZC Co from time to time;
 - (B) chaired by SZC Co; and
 - (C) quorate if at least four members (at least one of which is a member representing Wickham Market Parish Council, one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present.
- 5.2.2 The Wickham Market Scheme may include some or all of the following:
- (A) wider footways, principally along the High Street;
 - (B) increased number of informal crossing points across the High Street, to enable pedestrians to cross more safely;
 - (C) reconfiguration of the High Street / Chapel Lane, High Street / Border Cot Lane and High Street / Spring Lane junctions to benefit pedestrians;
 - (D) improved segregated footpath and cycle track between the River Deben and the B1116 roundabout;
 - (E) gateway features on the approaches to Wickham Market with the aim of reducing vehicle speeds, delivering improved safety and comfort for pedestrians and cyclists; and

- (F) reconfiguration of kerbside parking along the High Street and the installation of build-outs to improve safety at a number of accesses which currently have poor visibility.
 - 5.2.3 SZC Co shall provide updates to the Transport Review Group in relation to the progress of the design and implementation of the Wickham Market Improvement Scheme and submit the Wickham Market Improvement Scheme for Suffolk County Council's approval in accordance with the Local Transport Programme.
 - 5.2.4 Following approval of the proposed Wickham Market Improvement Scheme by Suffolk County Council, SZC Co shall:
 - (A) undertake the detailed design of the Wickham Market Scheme; and
 - (B) implement the agreed Wickham Market Scheme in accordance with the Local Transport Programme approved by Suffolk County Council pursuant to paragraph 5.9 and any amendments agreed by the Transport Review Group pursuant to paragraph 4.4.2,
- PROVIDED THAT SZC Co shall not be required to implement the Wickham Market Scheme before Commencement.
- 5.2.5 In the event that any of the Quorate Members of the Wickham Market Working Group considers that a matter needs to be referred to the Transport Review Group for urgent resolution, it shall notify the members of the Transport Review Group accordingly to invoke the urgency process in paragraph 4.2.3.

5.3 Leiston Working Group

- 5.3.1 On or before Commencement, SZC Co shall procure that the Transport Co-ordinator will make arrangements for the Leiston Working Group to meet at such intervals as may be agreed between its members, until such time as a detailed design for the Leiston Scheme has been approved by Suffolk County Council (or such other time as agreed with Suffolk County Council), with such meetings to be:
 - (A) virtual or in a convenient location in East Suffolk to be identified by SZC Co from time to time;
 - (B) chaired by SZC Co; and
 - (C) quorate if at least four members (at least one of which is a member representing Leiston Town Council, one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present.
- 5.3.2 The Leiston Scheme may include some or all of the following:
 - (A) widened footways along Main Street, High Street, Cross Street and Sizewell Road, creating more space for pedestrians;
 - (B) one-way vehicle traffic on Main Street, High Street and Sizewell Road, with cycling permitted in both directions which will create more pleasant conditions for cyclists using these key routes through the town centre;
 - (C) modal filters, which motor vehicles cannot pass through but pedestrians and cyclists can, at the eastern end of Cross Street and on Valley Road, thereby reducing the volume of vehicular traffic using those roads and the town centre more generally; and
 - (D) public realm improvements in the new footway space created, which could include new seating or a cycle hub close to Leiston Library or trees along High Street.

5.3.3 SZC Co will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the Leiston Scheme and submit the Leiston Scheme for Suffolk County Council's approval in accordance with the Local Transport Programme.

5.3.4 Following approval of the proposed Leiston Scheme by Suffolk County Council, SZC Co shall:

- (A) undertake the detailed design of the Leiston Scheme; and
- (B) implement the agreed Leiston Scheme in accordance with the Local Transport Programme approved by Suffolk County Council pursuant to paragraph 5.9 and any amendments agreed by the Transport Review Group pursuant to paragraph 4.4.2,

PROVIDED THAT SZC Co shall not be required to implement the Leiston Scheme before Commencement.

5.3.5 In the event that any of the Quorate Members of the Leiston Working Group considers that a matter needs to be referred to the Transport Review Group for urgent resolution, it shall notify the members of the Transport Review Group accordingly to invoke the urgency process in paragraph 4.2.3.

5.4 Marlesford and Little Glemham Working Group

5.4.1 On or before Commencement, SZC Co shall procure that the Transport Co-ordinator will make arrangements for the Marlesford and Little Glemham Working Group to meet at such intervals as may be agreed between its members, until such time as a detailed design for the Marlesford and Little Glemham Scheme has been approved by Suffolk County Council (or such other time as agreed with Suffolk County Council), with such meetings to be:

- (A) virtual or in a convenient location in East Suffolk to be identified by SZC Co from time to time;
- (B) chaired by SZC Co; and
- (C) quorate if at least four members (at least one of which is a member representing Marlesford and Little Glemham Parish Council, one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present.

5.4.2 The Marlesford and Little Glemham Scheme may include some or all of the following:

- (A) changes to the speed limits on the A12 in the vicinity of Marlesford and Little Glemham;
- (B) re-surfacing of the A12 in the vicinity of Marlesford and Little Glemham with quiet road surfacing;
- (C) provision of footways and pedestrian crossings to enable pedestrians to cross the A12; and
- (D) improvements to junctions between the A12 and Marlesford Road, Bell Lane and Church Road.

5.4.3 SZC Co will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the Marlesford and Little Glemham Working Group and submit the Marlesford and Little Glemham Scheme for Suffolk County Council's approval in accordance with the Local Transport Programme.

5.4.4 Following approval of the proposed Marlesford and Little Glemham Scheme by Suffolk County Council, SZC Co shall:

- (A) undertake the detailed design of the Marlesford and Little Glemham Scheme; and
- (B) implement the agreed Marlesford and Little Glemham Scheme in accordance with the Local Transport Programme approved by Suffolk County Council pursuant to paragraph 5.9 and any amendments agreed by the Transport Review Group pursuant to paragraph 4.4.2

PROVIDED THAT SZC Co shall not be required to implement the Marlesford and Little Glemham Scheme before Commencement.

- 5.4.5 In the event that any of the Quorate Members of the Marlesford and Little Glemham Working Group considers that a matter needs to be referred to the Transport Review Group for urgent resolution, it shall notify the members of the Transport Review Group accordingly to invoke the urgency process in paragraph 4.2.3.

5.5 B1125 Working Group

- 5.5.1 On or before Commencement, SZC Co shall procure that the Transport Co-ordinator will make arrangements for the B1125 Working Group to meet at such intervals as may be agreed between its members, until such time as a detailed design for the B1125 Scheme has been approved by Suffolk County Council (or such other time as agreed with Suffolk County Council), with such meetings to be:
- (A) virtual or in a convenient location in East Suffolk to be identified by SZC Co from time to time;
 - (B) chaired by SZC Co; and
 - (C) quorate if at least four members (at least one of which is a member representing Westleton Parish Council, one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present.
- 5.5.2 The B1125 Scheme may include:
- (A) safer pedestrian crossing points on the B1125, including public rights of way;
 - (B) footway improvements on the B1125;
 - (C) traffic calming on the B1125, such as gateways, road signs or markings; and
 - (D) junction modifications on the B1125 to improve road safety.
- 5.5.3 SZC Co will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the B1125 Working Group and submit the Marlesford and Little Glemham Scheme for Suffolk County Council's approval in accordance with the Local Transport Programme.
- 5.5.4 Following approval of the proposed B1125 Scheme by Suffolk County Council, SZC Co shall:
- (A) undertake the detailed design of the B1125 Scheme; and
 - (B) implement the agreed B1125 Scheme in accordance with the Local Transport Programme approved by Suffolk County Council pursuant to paragraph 5.9 and any amendments agreed by the Transport Review Group pursuant to paragraph 4.4.2,

PROVIDED THAT SZC Co shall not be required to implement the B1125 Scheme before Commencement.

- 5.5.5 In the event that any of the Quorate Members of the B1125 Working Group considers that a matter needs to be referred to the Transport Review Group for urgent resolution, it shall notify the members of the Transport Review Group accordingly to invoke the urgency process in paragraph 4.2.3.

5.6 Yoxford Working Group

- 5.6.1 On or before Commencement, SZC Co shall procure that the Transport Co-ordinator will make arrangements for the Yoxford Working Group to meet at such intervals as may be agreed between its members, until such time as a detailed design for the Yoxford Scheme has been approved by Suffolk County Council (or such other time as agreed with Suffolk County Council), with such meetings to be:
- (A) virtual or in a convenient location in East Suffolk to be identified by SZC Co from time to time;
 - (B) chaired by SZC Co; and
 - (C) quorate if at least four members (at least one of which is a member representing Yoxford Parish Council, one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present.
- 5.6.2 The Yoxford Scheme may include;
- (A) a pedestrian crossing on the A12 north of the junction with the Old High Road; and
 - (B) footway improvements in Yoxford.
- 5.6.3 SZC Co will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the Yoxford Working Group and submit the Yoxford Scheme for Suffolk County Council's approval in accordance with the Local Transport Programme.
- 5.6.4 Following approval of the proposed Yoxford Scheme by Suffolk County Council, SZC Co will:
- (A) undertake the detailed design of the Yoxford Scheme; and
 - (B) implement the agreed Yoxford Scheme in accordance with the Local Transport Programme approved by Suffolk County Council pursuant to paragraph 5.9 and any amendments agreed by the Transport Review Group pursuant to paragraph 4.4.2,

PROVIDED THAT SZC Co shall not be required to implement the Yoxford Scheme before Commencement.

- 5.6.5 In the event that any of the Quorate Members of the Yoxford Working Group considers that a matter needs to be referred to the Transport Review Group for urgent resolution, it shall notify the members of the Transport Review Group accordingly to invoke the urgency process in paragraph 4.2.3.

5.7 B1122 Early Years Working Group

- 5.7.1 SZC Co shall procure that the Transport Co-ordinator will make arrangements for the B1122 Early Years Working Group to meet at such intervals as may be agreed between its members, until such time as a detailed design for the B1122 Early Years Scheme has been approved by Suffolk County Council (or such other time as agreed with Suffolk County Council), with such meetings to be:

- (A) virtual or in a convenient location in East Suffolk to be identified by SZC Co from time to time;
 - (B) chaired by SZC Co; and
 - (C) quorate if at least four members (at least one of which is a member representing Theberton and Eastbridge Parish Council or Middleton-cum-Fordley Parish Council, one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present.
- 5.7.2 The B1122 Early Years Scheme shall include:
 - (A) footway improvement works in Theberton;
 - (B) installation of a pedestrian crossing in Theberton and / or a reduction in the speed limit;
 - (C) installation of village gateways to Middleton Moor and Theberton;
 - (D) improvements to road safety at B1122 and Mill Road junction, Middleton; and
 - (E) improvements to rights of way crossing of the B1122.
- 5.7.3 SZC Co will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the B1122 Early Years Scheme and submit the B1122 Early Years Scheme for Suffolk County Council's approval in accordance with the Local Transport Programme.
- 5.7.4 Following approval of the proposed B1122 Early Years Scheme by Suffolk County Council, SZC Co shall:
 - (A) undertake the detailed design of the B1122 Early Years Scheme; and
 - (B) implement the agreed B1122 Early Years Scheme in accordance with the Local Transport Programme approved by Suffolk County Council pursuant to paragraph 5.9 and any amendments agreed by the Transport Review Group pursuant to paragraph 4.4.2

PROVIDED THAT SZC Co shall not be required to implement the B1122 Early Years Scheme before Commencement.
- 5.7.5 In the event that any of the Quorate Members of the B1122 Early Years Working Group considers that a matter needs to be referred to the Transport Review Group for urgent resolution, it shall notify the members of the Transport Review Group accordingly to invoke the urgency process in paragraph 4.2.3.
- 5.8 **Parish Councils**

During the Construction Period, SZC Co shall procure that the Transport Co-ordinator shall provide details of any transport-related issues raised by the Parish Councils to the Transport Review Group at the next meeting of the Transport Review Group.
- 5.9 **Local Transport Programme**

At least three months before Commencement, SZC Co shall prepare and submit the Local Transport Programme to Suffolk County Council for its approval, in consultation with East Suffolk Council.
- 6. **B1078 ROAD SAFETY WORKS**
 - 6.1 On or before the first use of the Southern Park and Ride, SZC Co shall implement the following road safety improvements, the final scope and design of which are to be agreed with Suffolk County Council, but may include:
 - 6.1.1 **A140/B1078 junction** – improvements including vegetation maintenance to improve visibility for vehicles turning right into the B1078 and left onto the A140

as well as additional signage and road marking, or alterations to existing signage and road marking;

- 6.1.2 **B1078/B1079 junction, Otley** – improvements including vegetation maintenance to improve forward visibility on the B1078 between Easton and Otley College and the B1079 and additional signage and road markings on the B1078 approach to the B1079; and highlighting the centre warning line of the carriageway with studs to increase driver awareness;
 - 6.1.3 **B1078/Ashbocking Road junction, Ashbocking** – improvements which may include a speed reduction to 50 mph using gateway features and additional signage, including 50 mph repeater signs, to reinforce the new limit and retain the 40 mph limit in Ashbocking; and may include some resurfacing near Stonewall Farm, at Hare and Hounds Corner and at Blacksmiths Corner;
 - 6.1.4 **B1078/B1079 junction, Clopton** – improvements which may include additional signage and a gateway feature at Clopton Corner, together with high friction surfacing on the approaches to the Manor Road and Shop Road junctions; and
 - 6.1.5 **B1078, Charsfield** – improvements which may include the extension of the 30mph speed limit and a gateway feature and additional signage to reinforce the speed limit.
- 6.2 During the Construction Period, SZC Co shall check the condition of roads signs at the B1078/B1079 junction on a quarterly basis and, where necessary, clean or replace them.

7. **HIGHWAY STRUCTURAL MAINTENANCE CONTRIBUTION**

- 7.1 SZC Co shall:
- 7.1.1 on or before Commencement, and no less frequently than once every two years during the Construction Period, undertake a deflectograph condition survey of the Maintenance Area; and
 - 7.1.2 within three months of the end of the Construction Period, undertake a final deflectograph survey of the Maintenance Area.
- 7.2 In the event that the results of any deflectograph condition survey carried out pursuant to paragraph 7.1 demonstrate, using criteria to be agreed between SZC Co and Suffolk County Council, that maintenance works to the Maintenance Area are required to mitigate the impact of Sizewell C construction traffic, SZC Co shall pay to Suffolk County Council such amount from the Highway Structural Maintenance Contribution as is required (in the reasonable opinion of SZC Co) to carry out those maintenance works.
- 7.3 Suffolk County Council shall use the Highway Structural Maintenance Contribution to execute or procure the execution of such works as are necessary to make good any damage to the Maintenance Area caused by Sizewell C construction traffic.
- 7.4 SZC Co's maximum liability under this paragraph 7 shall be £585,133.

8. **A12 CONTRIBUTION**

- 8.1 On or before Commencement, SZC Co shall pay Suffolk County Council the A12 Contribution for the purpose of the A12 Scheme.
- 8.2 The parties agree that Schedule 1, paragraph 4 shall not apply to the A12 Contribution.
- 8.3 The parties agree that if the A12 Contribution remains unspent or which has not been Committed within 10 years of the date that it was paid by SZC Co, Suffolk County Council shall repay any such unspent or which has not been Committed monies together with any Accrued Interest on those monies to SZC Co or its nominee within 60 (sixty) Working Days of a request from SZC Co, unless otherwise agreed between SZC Co and Suffolk County Council.

9. LEISTON CYCLING AND WALKING IMPROVEMENTS

- 9.1 SZC Co shall pay to Suffolk County Council the Leiston Cycling and Walking Contribution in the following instalments:
- 9.1.1 on or before Commencement, the sum of £468,185; and
 - 9.1.2 during the Construction Period, within 30 days of receipt from Suffolk County Council of evidence to the satisfaction of SZC Co (acting reasonably) that the Leiston Route 3 Scheme is deliverable, the sum of £260,000.
- 9.2 Suffolk County Council shall use the Leiston Cycling and Walking Contribution to carry out the Leiston Cycling and Walking Improvements.
- 9.3 SZC Co's maximum liability under this paragraph 9 shall be £728,185.

10. B1122 CORRIDOR REPURPOSING SCHEME

Following the opening of the Sizewell Link Road to the public, SZC Co shall agree the B1122 Corridor Repurposing Scheme with Suffolk County Council and shall implement the agreed B1122 Corridor Repurposing Scheme.

11. HIGHWAY SIGNAGE

- 11.1 On or before Commencement, SZC Co shall submit a Signage Strategy to Suffolk County Council for approval.
- 11.2 Suffolk County Council shall consult East Suffolk Council and National Highways before approving the Signage Strategy, and before approving any changes to the Signage Strategy which are considered by SZC Co or Suffolk County Council to be reasonably required during the Construction Period thereafter.
- 11.3 SZC Co shall fund and implement the Signage Strategy on the A12, B1122 and other Suffolk County Council maintained roads, to the extent agreed in the Signage Strategy, and shall install, maintain and remove signs provided in accordance with the Signage Strategy as agreed with Suffolk County Council.
- 11.4 SZC Co shall fund and implement the Signage Strategy on the A14 and strategic road network to the extent agreed in the Signage Strategy, and shall install, maintain and remove signs provided in accordance with the Signage Strategy as agreed with Suffolk County Council in consultation with National Highways.

12. AIL ROUTES

- 12.1 On or before Commencement, SZC Co shall submit an AIL Structural Survey in respect of each of the AIL Routes to Suffolk County Council for its approval.
- 12.2 SZC Co shall not transport any Abnormal Indivisible Loads to the SZC Development Site by road along a particular AIL Route prior to the approval by Suffolk County Council (following consultation with National Highway) of the AIL Structural Survey in respect of that AIL Route.
- 12.3 SZC Co shall not transport any Abnormal Indivisible Loads to the SZC Development Site by road along a particular AIL Route, prior to the completion by SZC Co of the approved AIL Structural Improvements in respect of that AIL Route.
- 12.4 On or before Commencement, SZC Co shall submit details of the AIL Route Scheme in respect of each of the AIL Routes to Suffolk County Council for its approval.
- 12.5 SZC Co shall not transport any Abnormal Indivisible Loads to the SZC Development Site by road along a particular AIL Route prior to the approval by Suffolk County Council (following consultation with National Highways) of the AIL Route Scheme in respect of that AIL Route.
- 12.6 SZC Co shall not transport any Abnormal Indivisible Loads to the SZC Development Site by road along a particular AIL Route, prior to the completion by SZC Co of the approved AIL Route Scheme in respect of that AIL Route.

- 12.7 SZC Co shall not transport any Abnormal Indivisible Loads to the SZC Development Site by road prior to agreeing an AIL Level Crossing Protocol in respect of each of the AIL Routes with Suffolk County Council, Suffolk Constabulary, and Network Rail.
- 12.8 Prior to the opening of the Two Village Bypass and Sizewell Link Road to the public, SZC Co shall submit the AIL Escort Guide to the Transport Review Group for its approval.
- 12.9 Following the opening of the Two Village Bypass and Sizewell Link Road to the public, SZC Co shall not transport any Abnormal Indivisible Loads to the SZC Development Site by road prior to the approval of the AIL Escort Guide by the Transport Review Group.

13. **AIL CONTRIBUTIONS**

- 13.1 SZC Co shall pay the following to Suffolk County Council for onward payment to Suffolk Constabulary to meet Suffolk Constabulary's costs associated with the escorting of Abnormal Indivisible Loads to the SZC Development Site by road:
 - 13.1.1 £1,643,226 on or before Commencement; and
 - 13.1.2 £1,643,226 on or before each anniversary of the first payment made pursuant to paragraph 13.1.1 above until such time as both the Sizewell Link Road and the Two Village Bypass are open to the public,

which shall be used by Suffolk Constabulary to fund the training and costs of four Abnormal Indivisible Loads escort teams until such time as both the Sizewell Link Road and the Two Village Bypass are open to the public.
- 13.2 At least twelve months prior to the date on which SZC Co anticipates that both the Sizewell Link Road and the Two Village Bypass will be open to the public, SZC Co shall agree with the Suffolk Constabulary the amount and timing of payments to be made for the remainder of the Construction Period by SZC Co in relation to the provision by Suffolk Constabulary of Abnormal Indivisible Loads escort teams in accordance with paragraph 13.3.
- 13.3 The amount of the payments to be agreed by SZC Co and the Suffolk Constabulary shall represent the likely cost to the Suffolk Constabulary of escorting Abnormal Indivisible Loads to the SZC Development Site by road during the remainder of the Construction Period.
- 13.4 SZC Co shall notify Suffolk County Council of its agreement with the Suffolk Constabulary under paragraph 13.2 and shall make the agreed payments to Suffolk County Council for onward payment to the Suffolk Constabulary.
- 13.5 SZC Co acknowledges that whilst Suffolk Constabulary may not be able to provide the Abnormal Indivisible Load escort team for up to eighteen (18) months following receipt of payment pursuant to paragraph 13.1.1 Suffolk Constabulary will work closely with SZC Co to provide escorting services as soon as those resources become available following all necessary recruitment and training.
- 13.6 SZC Co's maximum liability under paragraph 13.1 is £10,000,000.
- 13.7 SZC Co acknowledges that in the event that the Sizewell Link Road and the Two Village Bypass are not both open to the public on the sixth anniversary of the first payment made pursuant to paragraph 13.1.1, from that date Suffolk Constabulary shall not be required to provide an Abnormal Indivisible Load escort team unless SZC Co and Suffolk Constabulary have carried out the review pursuant to paragraphs 13.8 to 13.10, and (if required) the funding of such future Abnormal Indivisible Load escort team provision has been

determined and the first instalment of such funding has been made to Suffolk Constabulary.

- 13.8 In the event that the Sizewell Link Road and the Two Village Bypass are not both open to the public on the fourth anniversary of the first payment made pursuant to paragraph 13.1.1, within three months of that date SZC Co and the Suffolk Constabulary shall:
- 13.8.1 carry out a joint review of paragraphs 13.1 and 13.6 of this Schedule, having regard to:
- (A) the progress of the Project and the anticipated programme for the opening of the Sizewell Link Road and the Two Village Bypass to the public;
 - (B) the level of unspent payments previously made by SZC Co pursuant to paragraph 13.1;
 - (C) the agreed level of annual instalments payable under paragraph 13.1; and
 - (D) the anticipated level of escorting services anticipated to be required by the Project prior to the opening of the Sizewell Link Road and the Two Village Bypass to the public; and
- 13.8.2 agree (both parties acting reasonably) whether the payments payable by SZC Co pursuant to paragraphs 13.1 and 13.6 should:
- (A) either partially or fully, continue to be payable; or
 - (B) be otherwise adjusted,
- 13.9 during the period prior to the opening of both the Sizewell Link Road and the Two Village Bypass to the public after the sixth anniversary of the first payment made pursuant to paragraph 13.1.1 in order to provide for the payment by SZC Co of the likely cost to the Suffolk Constabulary of escorting Abnormal Indivisible Loads to the SZC Development Site by road.
- 13.10 In the event that SZC Co and the Suffolk Constabulary have not reached an agreement pursuant to paragraph 13.8.2 within three months of the fourth anniversary of the first payment made pursuant to paragraph 13.1.1, SZC Co shall:
- 13.10.1 convene a meeting of the Transport Review Group pursuant to paragraph 4.2.2 as soon as reasonably practicable for the sole purpose of resolving this matter; and
- 13.10.2 refer the disagreement to the Transport Review Group for its determination.
- 13.11 Provided that Suffolk Constabulary has entered into a Deed of Covenant, SZC Co agrees that a failure by the Transport Review Group to determine the matter within 30 Working Days shall be treated as a Dispute to be resolved in accordance with Clause 8.
- 13.12 SZC Co shall:
- 13.12.1 notify Suffolk County Council of its agreement with the Suffolk Constabulary under paragraph 13.8 or the determination of the Transport Review Group under paragraph 13.9 or of the Expert under paragraph 13.10; and
- 13.13 shall make the agreed payments to Suffolk County Council for onward payment to the Suffolk Constabulary.

14. HIGHWAY TECHNICAL APPROVAL AND INSPECTION FEES

14.1 Prior to the submission by SZC Co of any information to Suffolk County Council in respect of a request for Suffolk County Council to carry out highway technical approval and supervision work for a particular highway work (whether a Standard Highway Work or the Sizewell Link Road or Two Village Bypass) SZC Co shall provide Suffolk County Council with an estimate of the cost of such highway works together with such information Suffolk County Council shall reasonably require in order for the Bond Value of that highway work to be determined by Suffolk County Council.

14.2 Prior to the completion of any Highway Agreement relating to a Standard Highway Work or the Sizewell Link Road or Two Village Bypass, SZC Co shall provide Suffolk County Council with such information as Suffolk County Council shall reasonably require in order for the bond value of that highway work to be updated if necessary by Suffolk County Council.

14.3 SZC Co shall pay the Standard Highway Technical Approval and Inspection Fees to Suffolk County Council in the following instalments in respect of each Standard Highway Work:

14.3.1 25% on or before commencing detailed design approval of the relevant Standard Highway Work following written request by SZC Co for Suffolk County Council to commence such detailed design approval;

14.3.2 25% three months after commencing detailed design approval of the relevant Standard Highway Work; and

14.3.3 50% (or such increased sum as may be required by Suffolk County Council pursuant to any further information received by Suffolk County Council pursuant to paragraph 14.2) prior to the completion of any Highway Agreement in relation to that Standard Highway Work or the commencement of works in relation to that Standard Highway Work (whichever is earlier),

to be applied by Suffolk County Council to cover the full audit and inspection fees in connection with such Standard Highway Work and (unless otherwise agreed by SZC Co and Suffolk County Council) SZC Co shall not be required by Suffolk County Council to pay fees under agreements made under Article 21 of the Development Consent Order in respect of the audit and inspection of the relevant Standard Highway Work.

14.4 Suffolk County Council shall carry out the audit and inspection of each Standard Highway Work following the payments made pursuant to paragraph 14.3 but for the avoidance of doubt shall be under no obligation to carry out any such audit and inspection work until the first payment in respect of a Standard Highway Work is made pursuant to paragraph 14.3.1.

14.5 SZC Co shall pay the SLR and TVB Highway Technical Approval and Inspection Fees to Suffolk County Council in the following instalments for each of the Sizewell Link Road and Two Village Bypass:

14.5.1 20% on or before commencing detailed design approval of the Sizewell Link Road or Two Village Bypass (as applicable) following written request by SZC Co for Suffolk County Council to commence such detailed design approval;

14.5.2 20% three months after commencing detailed design approval of the Sizewell Link Road or Two Village Bypass (as applicable);

14.5.3 30% (or such increased sum as may be required by Suffolk County Council pursuant to any further information received by Suffolk County Council pursuant to paragraph 14.2) of the SLR and TVB Highway Technical Approval and Inspection Fees prior to the completion of any Highway Agreement in relation to the Sizewell Link Road or Two Village Bypass (as appropriate), and any increase in the SLR and TVB Highway Technical Approval and Inspection Fees as a result of an evidenced and reasonable overspend by Suffolk County Council in carrying out relevant highway technical approval and inspection work up to a maximum of

7.5% of the Bond Value of the Sizewell Link Road or Two Village Bypass (as applicable) PROVIDED THAT SZC Co shall pay Suffolk County Council in increments of 1% of the Bond Value where there is any evidenced and justified overspend; and

- 14.5.4 30% (or such increased sum as may be required by Suffolk County Council pursuant to any further information received by Suffolk County Council pursuant to paragraph 14.2) of the SLR and TVB Highway Technical Approval and Inspection Fees prior to the Commencement of the Sizewell Link Road or Two Village Bypass (as appropriate), and any increase in the SLR and TVB Highway Technical Approval and Inspection Fees as a result of an evidenced and reasonable overspend by Suffolk County Council in carrying out relevant highway technical approval and inspection work up to a maximum of 7.5% of the Bond Value of the Sizewell Link Road or Two Village Bypass (as applicable) PROVIDED THAT SZC Co shall pay Suffolk County Council in increments of 1% of the Bond Value where there is any evidenced and justified overspend,

to be applied to cover the full audit and inspection fees relating to the Sizewell Link Road or Two Village Bypass (as appropriate) and (unless otherwise agreed by SZC Co and Suffolk County Council) SZC Co shall not be required by Suffolk County Council to pay fees under agreements made under Article 21 of the Development Consent Order in respect of the audit and inspection of the Sizewell Link Road or Two Village Bypass (as appropriate).

- 14.6 Suffolk County Council shall carry out the audit and inspection of the Sizewell Link Road or Two Village Bypass (as appropriate) following the payments pursuant to paragraph 14.5.1 but for the avoidance of doubt shall be under no obligation to carry out any such audit and inspection work until the first payment in respect of the Sizewell Link Road or Two Village Bypass (as appropriate) is made pursuant to paragraph 14.5.1.
- 14.7 In the event that Suffolk County Council does not expend the full amount of any SLR and TVB Highway Technical Approval and Inspection Fees received pursuant to paragraph 14.5 in respect of the Sizewell Link Road or Two Village Bypass (as appropriate) any such underspend shall be paid to SZC Co by Suffolk County Council on receipt of written request of SZC Co (which may not be made prior to the completion of construction of the Sizewell Link Road or Two Village Bypass (as appropriate) save for a reserve of 0.325% of the Bond Value that shall be retained by Suffolk County Council until the completion of the latter of: (i) the maintenance period for the relevant works or (ii) the stage 4 road safety audit relating to those works.
- 14.8 Suffolk County Council shall, on a monthly basis and prior to any request by Suffolk County Council for a 1% incremental increase in accordance with paragraphs 14.5.3 or 14.5.4, provide SZC Co with updates (on an open-book basis) in relation to the highway technical approval and inspection costs incurred by Suffolk County Council in respect of the Sizewell Link Road and Two Village Bypass.

15. HIGHWAYS AGREEMENTS

- 15.1 Upon SZC Co's request and without unreasonable delay, Suffolk County Council shall enter into Highway Agreements with SZC Co, PROVIDED THAT the terms of such Highway Agreements are satisfactory to Suffolk County Council, acting reasonably.
- 15.2 Notwithstanding paragraph 15.1, SZC Co and Suffolk County Council agree that Suffolk County Council may reasonably require the following terms in any Highway Agreement:
- 15.2.1 the provision of a bond sum or performance bond by SZC Co in respect of the works to be carried out under the relevant Highway Agreement;
- 15.2.2 funding for or provision by SZC Co of site accommodation and transport during the construction of the relevant highway work;
- 15.2.3 funding for or provision by SZC Co of material testing;

- 15.2.4 the payment by SZC Co of Suffolk County Council's reasonable legal costs for negotiating any Highway Agreement in respect of a Standard Highway Work;
 - 15.2.5 the payment by SZC Co of any costs relating to the creation and implementation of any permanent or temporary traffic regulation orders required in connection with the relevant Highway Agreement;
 - 15.2.6 commuted sums for maintenance of any works carried out in connection with the relevant Highway Agreement; and
 - 15.2.7 either a bond or indemnity in relation to meeting Suffolk County Council's likely cost of settling claims and connected costs under Part I of the Land Compensation Act 1973.
- 15.3 SZC Co and Suffolk County Council agree that a failure to agree the proposed terms of a Highway Agreement within 30 Working Days from SZC Co's request that Suffolk County Council enter into such an agreement, shall be treated as a Dispute to be resolved in accordance with Clause 8.
- 15.4 SZC Co and Suffolk County Council agree that SZC Co may not make a request that Suffolk County Council enter into a Highway Agreement pursuant to paragraph 15.1 and the 30 Working Day time period shall not begin to run unless and until Suffolk County Council have approved the design of the relevant highway work to be dealt with in such Highway Agreement.
16. **PUBLIC RIGHT OF WAY CREATION ARRANGEMENTS**
- 16.1 SZC Co shall use reasonable endeavours to enter into Public Right of Way Creation Arrangements to ensure that the Public Right of Way Creation Route is dedicated as a bridleway by no later than the end of the Construction Period.
- 16.2 SZC Co agrees that it shall enter into a creation agreement pursuant to section 25 of the 1980 Act required by Suffolk County Council in relation to land owned by SZC Co in connection with the implementation of initiatives identified by the Rights of Way Working Group (or determined by the Delivery Steering Group or the dispute resolution procedure in clause 8) and that SZC Co shall not seek compensation under section 28 of the 1980 Act in respect of any use by Suffolk County Council of its compulsory powers for the creation of footpaths, bridleways and restricted byways under section 26 of the 1980 Act on land within SZC Co's ownership in connection with the implementation of initiatives identified by the Rights of Way Working Group (or determined by the Delivery Steering Group or the dispute resolution procedure in clause 8).

SCHEDULE 17 GOVERNANCE

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Accommodation Decision" means a decision made by the Accommodation Working Group;

"Community Groups" means the SZC Forum, the Main Development Site Forum, the Northern Transport Forum and the Southern Transport Forum and "the relevant Community Group" shall mean any one of these groups;

"Decision-Making Groups" means the Governance Groups that have responsibility for:

- (a) the approval of the application of Contributions, the initiatives to be funded by a Contribution, the quantum of any funding to be paid by SZC Co pursuant to this Deed, or any other approval relating to the release of a financial sum to a Council under this Deed; and/or
- (b) for the approval of any scheme, measure, programme and/or action to be carried out by SZC Co (or for SZC Co to procure is carried out) pursuant to this Deed;

"Design Elements" means the following:

- (a) Skybridges (being Work No. 1A(b)(ii));
- (b) intermediate level waste store (being Work No. 1A(f));
- (c) Interim Spent Fuel Store (being Work No. 1A(g));
- (d) Main Access Control Building (being Work No. 1A(h) and (i));
- (e) visitor centre (being Work No. 1D(e) or Work No. 1E(e));
- (f) administrative buildings to include workshops, civils store and general store (Work No. 1D(g) or Work No. 1E(f));
- (g) Accommodation Campus (being Work No. 3);
- (h) Turbine Halls (being Work No. 1A(b)(i));
- (i) Operational Service Centre ((being Work No. 1A(c)));
- (j) SSSI Crossing (Work No. 1A(l)); and
- (k) Coastal defence features (including hard and soft and northern mound) (being Work No. 1A(n) and (o),

of Schedule 1 to the Development Consent Order) (each a **"Design Element"**);

"Fast-Track Decision Dispute" means a Relevant Decision escalated by Suffolk County Council or East Suffolk Council in the circumstances provided for in paragraph 9.2 of this Schedule 17;

"Main Development Site Forum" means the group established pursuant to paragraph 5.14 to achieve the purpose set out in paragraph 5.23;

"Northern Transport Forum" means the group established pursuant to paragraph 5.25 to achieve the purpose set out in paragraph 5.34;

"Project Team" means two representatives to be nominated by SZC Co together with appropriate technical specialists invited to join meetings on an ad-hoc basis to address specific technical matters relating to the agenda of the meeting;

"Relevant Decision" means any decision of a Decision-Making Group, or failure of a Decision-Making Group to make a decision where requested in accordance with this Deed, in connection with any of the following:

- a) the approval of the application of Contributions, the initiatives to be funded by a Contribution, the quantum of any funding to be paid by SZC Co pursuant to this Deed or any other approval relating to the release of a financial sum to a Council under this Deed; and/or
- b) for the approval of any scheme, measure, programme and/or action to be carried out by SZC Co (or for SZC Co to procure is carried out) pursuant to this Deed;

"Southern Transport Forum" means the group established pursuant to paragraph 5.36 to achieve the purpose set out in paragraph 5.45;

"Suffolk Design Review Panel" means the group of that name established to promote and encourage high standards in design of the built environment in Suffolk;

"SZC Forum" means the group established pursuant to paragraph 5.5 to achieve the purpose set out in paragraph 5.12;

"Water Levels Management Group" means the group of that name established in accordance with paragraph 7.2 to consider wider ranging pressures and opportunities for the Sizewell Marshes SSSI, in terms of protection, resilience and future adaptation; and

"Water Monitoring Plan" means the water monitoring plan for Work No.1A in Schedule 1 to the Development Consent Order to be approved by East Suffolk Council pursuant to the Development Consent Order.

2. GENERAL

- 2.1 SZC Co shall nominate representatives to attend (or nominate alternates to attend) meetings of and participate in each of the Governance Groups and perform the obligations of such Governance Groups in accordance with this Deed.
- 2.2 Suffolk County Council shall nominate representatives to attend (or nominate alternates to attend) meetings of and participate in each of the Governance Groups and the Oversight Partnership and perform the obligations of such Governance Groups in accordance with this Deed.
- 2.3 East Suffolk Council shall nominate representatives to attend (or nominate alternates to attend) meetings of and participate in each of the Governance Groups and the Oversight Partnership and perform the obligations of such Governance Groups in accordance with this Deed.
- 2.4 The general reporting and escalation functions of the Governance Groups shall be as set out in this Deed, which is represented visually in Figure 1 set out in Annex A to this Deed.
- 2.5 For the avoidance of doubt, each decision of the Governance Groups shall be reached unanimously unless otherwise stated in this Deed.

3. DELIVERY STEERING GROUP

- 3.1 On or before Commencement, SZC Co shall establish the Delivery Steering Group which shall exist until the first anniversary of the end of the Construction Period.
- 3.2 The Delivery Steering Group shall comprise:
 - 3.2.1 a service director (or equivalent) from East Suffolk Council;
 - 3.2.2 a service director (or equivalent) from Suffolk County Council; and
 - 3.2.3 up to two representatives to be nominated by SZC Co, including SZC Co's site director,
 or such alternates as may be nominated by those members from time to time.
- 3.3 SZC Co and the Councils agree that meetings of the Delivery Steering Group shall:
 - 3.3.1 take place quarterly (or less or more frequently where agreed by the Delivery Steering Group) either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time;

- 3.3.2 be quorate if at least three members (at least one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present, unless otherwise agreed by the members of the Delivery Steering Group; and
- 3.3.3 be attended by members or representatives of the Review Groups or Working Groups, third parties or other experts from time to time and as agreed by the Delivery Steering Group members in order to observe and participate in discussions or present information to the Delivery Steering Group.
- 3.4 The Delivery Steering Group shall meet no later than three months after the Commencement Date.
- 3.5 The Delivery Steering Group will be chaired by SZC Co's construction director.
- 3.6 The Delivery Steering Group shall:
 - 3.6.1 consider all implementation, progress and reports submitted to it by the Review Groups or Working Groups;
 - 3.6.2 having regard to the above reports, monitor and assess the actions taken and decisions made by the Review Groups and/or Working Groups;
 - 3.6.3 provide assistance, guidance and advice on the action(s) that should be taken by the Review Groups and/or Working Groups;
 - 3.6.4 decide any areas of disagreement within the Review Groups or where a Review Group has failed to reach a decision;
 - 3.6.5 identify key risks, issues, interdependencies and opportunities for optimising the effectiveness and efficiency of the implementation and delivery of the Project; and
 - 3.6.6 facilitate communication on matters of strategic importance within the Review Groups and/or Working Groups.
- 3.7 In the event that the Delivery Steering Group is unable to agree on any matters for its determination, SZC Co and the Councils agree that such a failure to agree may be treated as a Dispute to be resolved in accordance with clause 8.
- 3.8 In the event that any of the Quorate Members of any of the Review Groups refers an urgent matter to the Delivery Steering Group for resolution the Delivery Steering Group shall:
 - 3.8.1 meet as soon as reasonably practicable after the members of the Delivery Steering Group are notified and in any event within 10 Working Days for the sole purpose of resolving the relevant matter; and
 - 3.8.2 be entitled to vary any of the requirements of this paragraph 3 by agreement of the members of the Delivery Steering Group to facilitate such meeting occurring as soon as reasonably practicable and the early resolution of the relevant matter.
- 3.9 In the event of any Fast-Track Decision Dispute the Delivery Steering Group shall:
 - 3.9.1 meet as soon as reasonably practicable after the Delivery Steering Group are notified and in any event within 10 Working Days for the sole purpose of resolving the Fast-Track Decision Dispute;
 - 3.9.2 be entitled to vary any of the requirements of this paragraph 3 by agreement of the members of the Delivery Steering Group to facilitate such meeting occurring as soon as reasonably practicable and the early resolution of the Fast-Track Decision Dispute;
 - 3.9.3 be entitled, by unanimous vote, to approve or reverse a Relevant Decision or an Accommodation Decision (as applicable) in accordance with paragraph 9.2 having regard to all representations and evidence before them when making their decision, which is to be in writing, and is to give reasons for their decision; and

- 3.9.4 reach their decision and communicate it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 21 Working Days from the date the Delivery Steering Group are notified of the Fast-Track Decision Dispute.
- 3.10 For the avoidance of doubt any urgent meeting of the Delivery Steering Group pursuant to paragraph 3.8 and 3.9 shall not count as the quarterly meeting of the Delivery Steering Group required to be held pursuant to paragraph 3.3.1.
4. **OVERSIGHT PARTNERSHIP**
During the Construction Period, East Suffolk Council and Suffolk County Council will set up an Oversight Partnership bringing together the two Councils with key local public sector bodies, NGOs and not-for-profit organisations, as an opportunity to raise and discuss concerns and priorities related to the Project. The two Councils will be responsible for collating and reporting from Oversight Partnership meetings into the Delivery Steering Group and other Review Groups. The action points of the meeting will be made available on the Public Information Portal hosted by East Suffolk Council.
5. **COMMUNITY GROUPS**
 - 5.1 SZC Co shall nominate representatives to attend (or nominate alternates to attend) meetings of and participate in each of the Community Groups and perform its obligations in respect of such Community Groups in accordance with this Deed.
 - 5.2 Suffolk County Council shall nominate representatives to attend (or nominate alternates to attend) meetings of and participate in each of the Community Groups and perform its obligations in respect of such Community Groups in accordance with this Deed.
 - 5.3 East Suffolk Council shall nominate representatives to attend (or nominate alternates to attend) meetings of and participate in each of the Community Groups and perform its obligations in respect of such Community Groups in accordance with this Deed.
 - 5.4 **SZC Forum**
 - 5.5 On or before Commencement, SZC Co shall establish the SZC Forum which shall exist until the first anniversary of the end of the Construction Period.
 - 5.6 The SZC Forum shall comprise:
 - 5.6.1 one representative to be nominated by East Suffolk Council to represent the Aldeburgh and Leiston ward;
 - 5.6.2 one East Suffolk Council cabinet member to be nominated by East Suffolk Council;
 - 5.6.3 one representative to be nominated by Suffolk County Council to represent the Leiston division and one cabinet member;
 - 5.6.4 one Suffolk County Council cabinet member to be nominated by Suffolk County Council;
 - 5.6.5 relevant representatives of the Project Team to be nominated by SZC Co;
 - 5.6.6 one elected councillor or clerk from each of the parish and town councils within East Suffolk and any parish or town council outside of East Suffolk where any mitigation, improvement measures, or construction in relation to the Project are to be carried out pursuant to obligations in this Deed; and
 - 5.6.7 one representative of the Suffolk Association of Local Councils.
 - 5.7 The SZC Forum shall invite representatives from the Office of Nuclear Regulation and the Environment Agency and any other statutory authorities to attend meetings of the SZC Forum.
 - 5.8 The SZC Forum shall:
 - 5.8.1 be chaired by an independent chair recruited and appointed by SZC Co;

- 5.8.2 meet at least annually either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time in consultation with the Suffolk Association of Local Councils; and
- 5.8.3 meet no later than three months after the Commencement Date.
- 5.9 SZC Co shall be responsible for the administration of convening and holding meetings of the SZC Forum.
- 5.10 The SZC Forum may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the SZC Forum from time to time.
- 5.11 Meetings of the SZC Forum shall be held in public with members of the public permitted to attend as observers but with members of the public having no right to speak at such meetings.
- 5.12 The purpose of the SZC Forum shall be for SZC Co to present updates on project progress during the Construction Period and to provide an opportunity for representatives from communities located in East Suffolk to ask questions, raise issues of concern and receive relevant project information. The SZC Forum will update representatives on the work of the Main Development Site Forum, the Southern Transport Forum and the Northern Transport Forum. The SZC Forum will discuss key issues affecting the local communities in East Suffolk and ways to minimise the impacts and maximise the benefits of the Project to those living and working nearby.
- 5.13 **Main Development Site Forum**
- 5.14 On or before Commencement, SZC Co shall establish the Main Development Site Forum which shall exist until the first anniversary of the end of the Construction Period.
- 5.15 The Main Development Site Forum shall comprise:
 - 5.15.1 one representative to be nominated by East Suffolk Council to represent the Aldeburgh and Leiston ward;
 - 5.15.2 one representative to be nominated by Suffolk County Council to represent the Leiston division; and
 - 5.15.3 relevant representatives of the Project Team to be nominated by SZC Co, or such alternates as may be nominated by those representatives from time to time.
- 5.16 The Main Development Site Forum shall not later than one month after its establishment invite a representative from each of the following parishes to join the Main Development Site Forum:
 - 5.16.1 one elected councillor or clerk nominated by Leiston-cum-Sizewell Town Council;
 - 5.16.2 one elected councillor or clerk nominated by Theberton and Eastbridge Parish Council;
 - 5.16.3 one elected councillor or clerk nominated by Middleton-cum-Fordley Parish Council;
 - 5.16.4 one elected councillor or clerk nominated by Aldringham-cum-Thorpe Parish Council;
 - 5.16.5 one elected councillor or clerk nominated by Aldeburgh Town Council; and
 - 5.16.6 one elected councillor or clerk nominated by Knodishall Parish Council.
- 5.17 The Main Development Site Forum shall invite representatives from statutory authorities relevant to the particular agenda to attend meetings of the Main Development Site Forum.
- 5.18 The Main Development Site Forum shall:
 - 5.18.1 be chaired by an independent chair recruited and appointed by SZC Co;

- 5.18.2 meet quarterly either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time; and
- 5.18.3 meet no later than three months after the Commencement Date.
- 5.19 The chair of the Main Development Site shall, in their absolute discretion, be permitted to invite an elected councillor or clerk nominated by any parish council not included at paragraph 5.16 to join the Main Development Site Forum, upon receipt of a written request with reasons for joining.
- 5.20 SZC Co shall be responsible for the administration of convening and holding meetings of the Main Development Site Forum.
- 5.21 Meetings of the SZC Forum shall be held in public with members of the public permitted to attend as observers but with members of the public having no right to speak at such meetings.
- 5.22 The Main Development Site Forum may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Main Development Site Forum from time to time, with such further arrangements and terms of reference to be approved by the Main Development Site Forum.
- 5.23 The purpose of the Main Development Site Forum shall be to provide a forum during the Construction Period for discussions between SZC Co and representatives from communities located in the immediately vicinity of the Main Development Site and other third parties (as appropriate) to provide project information in respect of relevant construction issues and progress, to enable local elected representatives and other relevant third parties (as appropriate) to ask questions and raise issues of concern, and help inform SZC Co on key issues affecting the local community in the immediate vicinity of the Main Development Site and to find ways to minimise the impacts and maximise the benefits of the Project to those living and working nearby.
- 5.24 **Northern Transport Forum**
- 5.25 On or before Commencement, SZC Co shall establish the Northern Transport Forum which shall exist until the first anniversary of the end of the Construction Period.
- 5.26 The Northern Transport Forum shall comprise:
 - 5.26.1 one representative to be nominated by East Suffolk Council;
 - 5.26.2 one representative to be nominated by Suffolk County Council; and
 - 5.26.3 relevant representatives of the Project Team to be nominated by SZC Co, or such alternates as may be nominated by those representatives from time to time.
- 5.27 The Northern Transport Forum shall not later than one month after its establishment invite one representative from each of the following parishes to join the Northern Transport Forum:
 - 5.27.1 one elected councillor or clerk nominated by Darsham Parish Council;
 - 5.27.2 one elected councillor or clerk nominated by Yoxford Parish Council;
 - 5.27.3 one elected councillor or clerk nominated by Thorington Parish Council;
 - 5.27.4 one elected councillor or clerk nominated by Kelsale-cum-Carlton Parish Council;
 - 5.27.5 one elected councillor or clerk nominated by Sibton Parish Council;
 - 5.27.6 one elected councillor or clerk nominated by Peasenhall Parish Council;
 - 5.27.7 one elected councillor or clerk nominated by Saxmundham Parish Council;
 - 5.27.8 one elected councillor or clerk nominated by Westleton Parish Council; and
 - 5.27.9 one elected councillor or clerk nominated by Blythburgh Parish Council.

- 5.28 The Northern Transport Forum shall, at the chair's absolute discretion, invite one elected councillor nominated by any other parish council within East Suffolk to join the Northern Transport Forum upon receiving a written request to do the same.
- 5.29 The Northern Transport Forum shall invite representatives from the Highways Authority and any other statutory authorities to attend meetings of the Northern Transport Forum.
- 5.30 The Northern Transport Forum shall:
 - 5.30.1 be chaired by relevant representatives of the Project Team to be nominated by SZC Co;
 - 5.30.2 meet quarterly either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time; and
 - 5.30.3 meet no later than three months after the Commencement Date.
- 5.31 SZC Co shall be responsible for the administration of convening and holding meetings of the Northern Transport Forum.
- 5.32 Meetings of the SZC Forum shall be held in public with members of the public permitted to attend as observers but with members of the public having no right to speak at such meetings.
- 5.33 The Northern Transport Forum may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Northern Transport Forum from time to time, with such further arrangements and terms of reference to be approved by the Northern Transport Forum.
- 5.34 The purpose of the Northern Transport Forum shall be to provide a forum during the Construction Period for discussions between SZC Co and representatives from communities located in the immediately vicinity of the Northern Park and Ride Site, Yoxford roundabout and other highway improvement works Sites, and Sizewell Link Road Site (the **"Northern Transport Forum Sites"**) and other third parties (as appropriate) to provide project information in relation to relevant construction issues and progress, to enable local elected representatives and other relevant third parties (as appropriate) to ask questions and raise issues of concern relating to road and rail transport specific to SZC Co's construction, and help inform SZC Co on key issues affecting the local community in the immediate vicinity of the Northern Transport Forum Sites and to find ways to minimise the impacts and maximise the benefits of the Project to those living and working nearby.
- 5.35 **Southern Transport Forum**
- 5.36 On or before Commencement, SZC Co shall establish the Southern Transport Forum which shall exist until the first anniversary of the end of the Construction Period.
- 5.37 The Southern Transport Forum shall comprise:
 - 5.37.1 one representative to be nominated by East Suffolk Council;
 - 5.37.2 one representative to be nominated by Suffolk County Council; and
 - 5.37.3 relevant representatives of the Project Team to be nominated by SZC Co, or such alternates as may be nominated by those representatives from time to time.
- 5.38 The Southern Transport Forum shall not later than one month after its establishment invite one representative from each of the following parishes to join the Southern Transport Forum:
 - 5.38.1 one elected councillor or clerk nominated by Hacheston Parish Council;
 - 5.38.2 one elected councillor or clerk nominated by Wickham Market Parish Council;
 - 5.38.3 one elected councillor or clerk nominated by Levington Parish Council;
 - 5.38.4 one elected councillor or clerk nominated by Farnham Parish Council;
 - 5.38.5 one elected councillor or clerk nominated by Stratford St Andrew Parish Council;

- 5.38.6 one elected councillor or clerk nominated by Nacton Parish Council;
- 5.38.7 one elected councillor or clerk nominated by Campsea Ashe Parish Council;
- 5.38.8 one elected councillor or clerk nominated by Marlesford Parish Council;
- 5.38.9 one elected councillor or clerk nominated by Little Glemham Parish Council;
- 5.38.10 one elected councillor or clerk nominated by Woodbridge Parish Council;
- 5.38.11 one elected councillor or clerk nominated by Martlesham Parish Council;
- 5.38.12 one elected councillor or clerk nominated by Melton Parish Council; and
- 5.38.13 one elected councillor or clerk nominated by Saxmundham Parish Council.
- 5.39 The Southern Transport Forum shall, at the chair's absolute discretion, invite one elected councillor nominated by any other parish council within East Suffolk to join the Southern Transport Forum upon receiving a written request to do the same.
- 5.40 The Southern Transport Forum shall invite representatives from the Highways Authority and any other statutory authorities to attend meetings of the Southern Transport Forum.
- 5.41 The Southern Transport Forum shall:
 - 5.41.1 be chaired by an independent chair recruited and appointed by SZC Co;
 - 5.41.2 meet quarterly either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time; and
 - 5.41.3 meet no later than three months after the Commencement Date.
- 5.42 SZC Co shall be responsible for the administration of convening and holding meetings of the Southern Transport Forum.
- 5.43 Meetings of the SZC Forum shall be held in public with members of the public permitted to attend as observers but with members of the public having no right to speak at such meetings.
- 5.44 The Southern Transport Forum may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Southern Transport Forum from time to time, with such further arrangements and terms of reference to be approved by the Southern Transport Forum.
- 5.45 The purpose of the Southern Transport Forum shall be to provide a forum during the Construction Period for discussions between SZC Co and representatives from communities located in the immediately vicinity of the Southern Park and Ride Site, Freight Management Facility Site and the Two Village Bypass Site (the "**Southern Transport Forum Sites**") and other third parties (as appropriate) to provide project information in respect of relevant construction issues and progress, to enable local elected representatives and other relevant third parties (as appropriate) to ask questions and raise issues of concern relating to road and rail transport specific to SZC Co's construction, and help inform SZC Co on key issues affecting the local community in the immediate vicinity of the Southern Transport Forum Sites and to find ways to minimise the impacts and maximise the benefits of the Project to those living and working nearby.

6. REVIEW GROUPS

6.1 Planning Group

- 6.1.1 On or before Commencement, SZC Co shall establish the Planning Group which shall exist until three years after the end of the Construction Period.
- 6.1.2 The Planning Group shall comprise:
 - (A) one representative to be nominated by East Suffolk Council;
 - (B) one representative to be nominated by Suffolk County Council; and
 - (C) up to two representatives to be nominated by SZC Co,

or such alternates as may be nominated by those representatives from time to time.

- 6.1.3 SZC Co and the Councils agree that meetings of the Planning Group shall:
- (A) take place monthly either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time;
 - (B) be chaired by SZC Co; and
 - (C) be quorate if at least three members (at least one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present.
- 6.1.4 The Planning Group shall meet no later than three months after the Commencement Date.
- 6.1.5 SZC Co shall be responsible for the administration of convening and holding meetings of the Planning Group.
- 6.1.6 The Planning Group shall:
- (A) report and make recommendations to the Delivery Steering Group, other Review Groups and the Working Groups; and
 - (B) refer strategic matters considered by the Planning Group to the Delivery Steering Group, particularly where there are interface issues across topics that require a more strategic approach or direction or where the Planning Group fails to reach a unanimous decision.
- 6.1.7 In the event that the Planning Group cannot agree on any matters or recommendations, any member can refer those matters to the Delivery Steering Group for guidance.
- 6.1.8 In the event that any of the Quorate Members of one of the Working Groups refers a matter to the Planning Group for urgent resolution, the Planning Group shall:
- (A) meet as soon as reasonably practicable after the members of the Planning Group are notified and in any event within 10 Working Days for the sole purpose of resolving the relevant matter (with such urgent meeting not counting as a meeting of the Planning Group required to be held pursuant to paragraph 6.1.3); and
 - (B) be entitled to vary any of the requirements of this paragraph 6.1 by agreement of the members of the Planning Group to facilitate such meeting occurring as soon as reasonably practicable and the early resolution of the relevant matter.
- 6.1.9 In the event that any of the Quorate Members of the Planning Group consider that a matter needs to be referred to the Delivery Steering Group for urgent resolution it shall notify the members of the Delivery Steering Group accordingly to invoke the urgency process in paragraph 3.8 above.
- 6.1.10 The Planning Group:
- (A) shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Planning Group; and
 - (B) may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Planning Group from time to time,

with such arrangements and terms of reference to be approved by the Delivery Steering Group.

6.2 Social Review Group

- 6.2.1 On or before Commencement, SZC Co shall establish the Social Review Group which shall exist until the end of the Construction Period.
- 6.2.2 The Social Review Group shall comprise:
- (A) one representative to be nominated by East Suffolk Council;
 - (B) one representative to be nominated by Suffolk County Council; and
 - (C) up to two representatives to be nominated by SZC Co,
- or such alternates as may be nominated by those representatives from time to time.
- 6.2.3 SZC Co and the Councils agree that meetings of the Social Review Group shall:
- (A) take place every six months during the Construction Period (or more frequently where agreed by the Social Review Group) either virtually or at a convenient location in East Suffolk to be notified by SZC Co to the members of the Social Review Group from time to time;
 - (B) be quorate if at least three members (at least one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present;
 - (C) chaired alternately by Suffolk County Council and East Suffolk Council with the first meeting to be chaired by Suffolk County Council; and
 - (D) be attended by members or representatives of the Social Working Groups, third parties or other experts from time to time and as agreed by the Social Review Group members in order to observe and participate in discussions or present information to the Social Review Group.
- 6.2.4 The Social Review Group shall meet no later than three months after the Commencement Date.
- 6.2.5 SZC Co shall be responsible for the administration of convening and holding meetings of the Social Review Group and shall ensure that minutes of each meeting are taken.
- 6.2.6 The Social Review Group shall:
- (A) receive reports from the Social Working Groups;
 - (B) consider and decide any matter referred to it from the Social Working Groups regarding outstanding disputes within the relevant Social Working Group or any matter where the relevant Social Working Group has failed to reach a decision;
 - (C) consider and provide guidance to SZC Co and the Social Working Groups in respect of any matter where the Social Review Group considers there are interfaces between the Social Working Groups that need a more strategic approach; and
 - (D) report to and refer any matter (including any matter considered by the Social Review Group pursuant to paragraph 6.2.6(B)) upon which the members are unable to agree unanimously to the Delivery Steering Group, particularly where there are interface issues across topics that require a more strategic approach or direction.
- 6.2.7 In the event that any of the Quorate Members of one of the Social Working Groups refers a matter to the Social Review Group for urgent resolution, the Social Review Group shall:
- (A) meet as soon as reasonably practicable after the members of the Social Review Group are notified and in any event within 10 Working Days for the sole purpose of resolving the relevant matter (with such urgent

meeting not counting as a meeting of the Social Review Group required to be held pursuant to paragraph 6.2.3); and

- (B) be entitled to vary any of the requirements of this paragraph 6.2 by agreement of the members of the Social Review Group to facilitate such meeting occurring as soon as reasonably practicable and the early resolution of the relevant matter.

6.2.8 In the event that any of the Quorate Members of the Social Review Group considers that a matter needs to be referred to the Delivery Steering Group for urgent resolution it shall notify the members of the Delivery Steering Group accordingly to invoke the urgency process in paragraph 3.8 above.

6.2.9 The Social Review Group:

- (A) shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Social Review Group; and
- (B) may make such further administrative arrangements and terms of reference as it considers appropriate for its proper and efficient functioning from time to time,

with such arrangements and terms of reference to be approved by the Delivery Steering Group.

7. WATER

7.1 Water Management Working Group

7.1.1 On or before Commencement, SZC Co shall establish the Water Management Working Group which shall exist until the end of the Construction Period.

7.1.2 The Water Management Working Group shall comprise:

- (A) one representative to be nominated by SZC Co;
- (B) one representative to be nominated by Suffolk County Council;
- (C) one representative to be nominated by East Suffolk Council;
- (D) one representative to be nominated by EDF Energy Nuclear Generation Limited;
- (E) one representative to be nominated by the Environment Agency;
- (F) one representative to be nominated by Natural England;
- (G) one representative to be nominated by Suffolk Wildlife Trust; and
- (H) one representative to be nominated by the East Suffolk Internal Drainage Board,

or such alternates as may be nominated by those representatives from time to time.

7.1.3 The Water Management Working Group shall:

- (A) be chaired by the representative of East Suffolk Council;
- (B) meet bi-annually either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time (or at such other frequency as may be agreed by the Water Management Working Group acting reasonably);
- (C) meet no later than three months after the Commencement Date; and
- (D) refer to the Environment Review Group for its determination any matter upon which the members of the Water Management Working Group are unable to agree unanimously.

- 7.1.4 The Water Management Working Group shall report to the Environment Review Group bi-annually on the following matters:
- (A) the results of monitoring undertaken by SZC Co in accordance with the Water Monitoring Plan; and
 - (B) any mitigation carried out by SZC Co pursuant to the Water Monitoring Plan.
- 7.1.5 SZC Co and the Councils agree that meetings of the Water Management Working Group shall be quorate if at least two members (at least one of which is a member representing SZC Co and one of which is a member representing East Suffolk Council) are present.
- 7.1.6 SZC Co shall be responsible for the administration of convening and holding meetings of the Water Management Working Group.
- 7.1.7 The Water Management Working Group may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Water Management Working Group from time to time, with such further arrangements and terms of reference to be approved by the Environment Working Group.
- 7.1.8 In the event that any of the Quorate Members of the Water Management Working Group considers that a matter needs to be referred to the Environment Review Group for urgent resolution, it shall notify the members of the Environment Review Group accordingly to invoke the urgency process in Schedule 11, paragraph 15.7.
- 7.1.9 The Water Management Working Group:
- (A) shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Water Management Working Group; and
 - (B) may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Water Management Working Group from time to time, with such arrangements and terms of reference to be approved by the Environment Review Group.

7.2 Water Levels Management Group

- 7.2.1 On or before Commencement, SZC Co shall establish a Water Levels Management Group which shall exist until the fifth anniversary of the end of the Construction Period.
- 7.2.2 The Water Levels Management Group shall comprise of the members of the Water Management Working Group listed in paragraph 7.1.2 and RSPB.
- 7.2.3 The Water Levels Management Group shall make such administrative arrangements and terms of reference as its members shall agree are appropriate for its proper and efficient functioning from time to time, including:
- (A) SZC Co shall be responsible for the administration of convening and holding meetings of the Water Levels Management Group, which shall take place bi-annually either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time;
 - (B) meetings shall take place bi-annually; and
 - (C) the East Suffolk Internal Drainage Board shall chair any meeting of the Water Levels Management Group which it attends.

8. **DESIGN**

- 8.1 Prior to the submission of details pursuant to Requirement 12 of the Development Consent Order for each Design Element, SZC Co shall pay up to £52,800 to East Suffolk Council for onward payment to the Suffolk Design Review Panel to contribute towards the reasonable and proper costs of the Suffolk Design Review Panel for:

- 8.1.1 its attendance at a site familiarisation visit at the SZC Development Site; and
- 8.1.2 reviewing and providing written advice in respect of SZC Co's proposed design of the relevant Design Element (including attendance at a meeting to discuss such design),

to be paid in tranches against the presentation of invoices following such attendance, review or advice.

- 8.2 Upon submission of details pursuant to Requirement 12 of the Development Consent Order for each Design Element, SZC Co shall provide the Councils with a report setting out how the submitted details have had regard to the advice of the Suffolk Design Review Panel.

9. **FAST-TRACK ESCALATION BY THE COUNCILS**

- 9.1 Notwithstanding any other provisions in this Deed (including this Schedule) which provide for matters on which the Decision-Making Groups disagree to be addressed through escalation to Review Groups and then (if necessary) to the Delivery Steering Group and ultimately (if necessary) to be settled by dispute resolution under clause 8, paragraph 9.2 shall apply.

- 9.2 In the event that a Relevant Decision is made by a Decision-Making Group which Suffolk County Council or East Suffolk Council considers prejudices its ability to mitigate the impacts of the Project with respect to any statutory function performed by the respective Council the following shall apply:

- 9.2.1 Suffolk County Council or East Suffolk Council (as applicable) may within 10 Working Days escalate the matter directly to the Delivery Steering Group;
- 9.2.2 the Delivery Steering group shall seek resolution to the issue pursuant to paragraph 3.9 of this Schedule to the satisfaction of all parties;
- 9.2.3 if the Delivery Steering Group cannot reach a unanimous decision to resolve the Fast-Track Decision Dispute and communicate it to the parties within not more than 21 Working Days from the date that the Delivery Steering Group are notified of the Fast-Track Decision Dispute Suffolk County Council or East Suffolk Council (as applicable) may treat the matter as a Dispute and refer it to dispute resolution pursuant to clause 8; and
- 9.2.4 the Delivery Steering Group and the dispute resolution process pursuant to clause 8 may reverse the Relevant Decision in the event that it is considered that the decision prejudices Suffolk County Council's or East Suffolk Council's ability to mitigate the impacts of the Project with respect to the relevant Council's respective statutory function.

- 9.3 Notwithstanding any action taken by Suffolk County Council or East Suffolk Council pursuant to paragraph 9.2, any decision made pursuant to the provisions in this Deed shall stand until such time as it is reversed by the Delivery Steering Group or dispute resolution pursuant to clause 8.

- 9.4 In the event that any Relevant Decision is reversed by the Delivery Steering Group or dispute resolution pursuant to clause 8, SZC Co, East Suffolk Council and Suffolk County Council shall act in good faith to take such action as is necessary to implement the reversed decision, including repayment of funds distributed in accordance with the original

decision, the payment of any funds determined as payable following the reversed decision and/or the carrying out of any scheme, measure, programme and/or action.

- 9.5 Any decision by the Delivery Steering Group or dispute resolution pursuant to clause 8 which is taken pursuant to escalation under paragraph 9.2 may only be in respect of the relevant Fast-Track Decision Dispute in question and not affect any other Relevant Decision that may have already have been reached but which is not the subject to a Fast-Track Decision Dispute.

IN WITNESS WHEREOF THIS DEED HAS BEEN DULY EXECUTED BY THE PARTIES TO THIS DEED ON THE DATE WHICH APPEARS AT THE HEAD OF THIS DOCUMENT

The **COMMON SEAL** of **EAST**)
SUFFOLK COUNCIL was)
hereunto affixed in the presence of:)

Authorised signatory

The **COMMON SEAL** of)
SUFFOLK COUNTY COUNCIL was)
hereunto affixed in the presence of:)

Authorised signatory

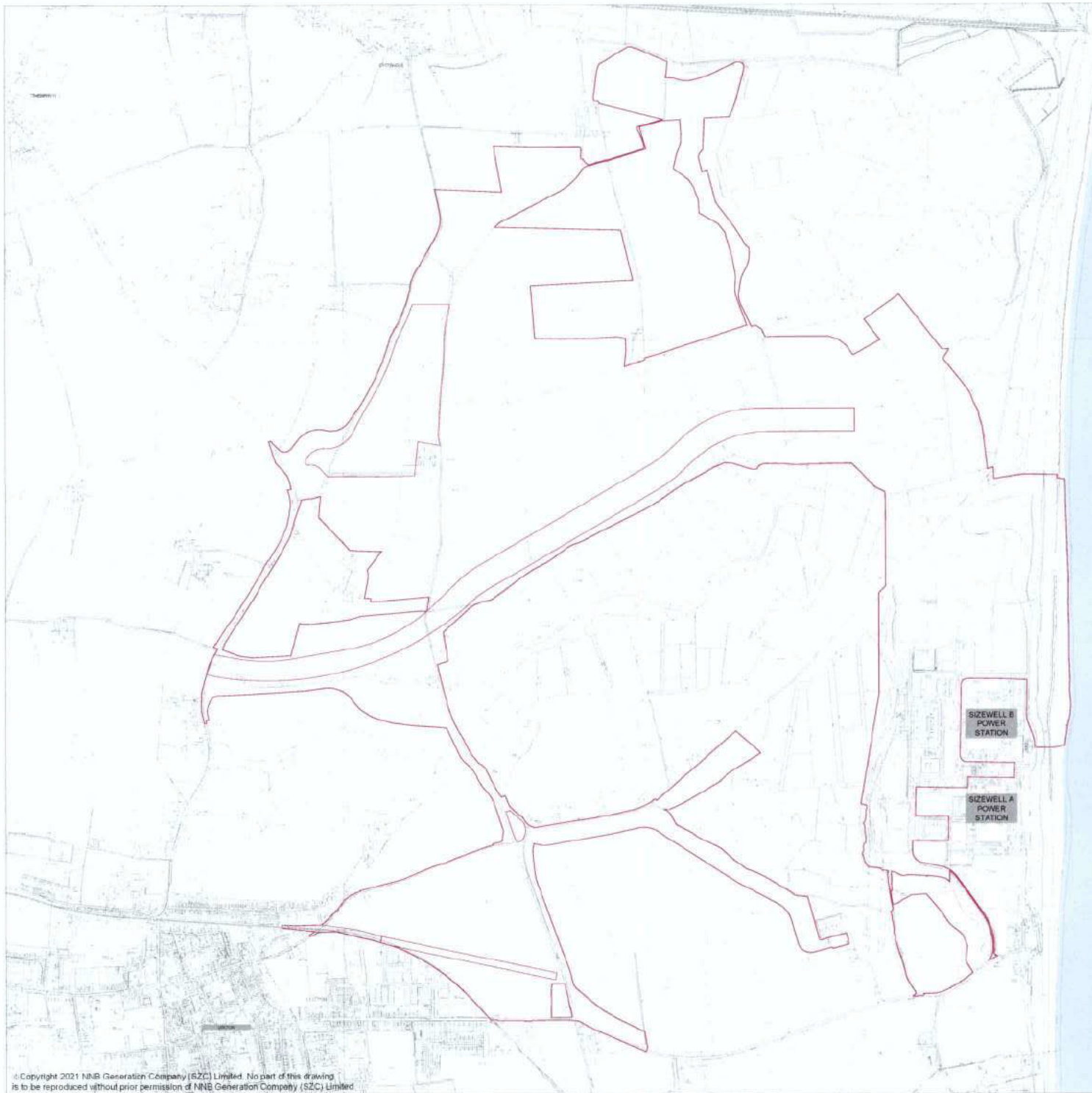
Executed as a Deed by
NNB GENERATION COMPANY
(SZC) LIMITED acting by
Humphrey Cadoux-Hudson
in the presence of

(Signature of director)

LIST OF PLANS AND ANNEXURES

Plans	
Plan 1A(a)-(b)	SZC Development Site Plan
Plan 1B	Accommodation Campus Site Plan
Plan 1C	Leiston Sports Facilities Site Plan
Plan 1D	Rail Development Site Plan
Plan 1E	Freight Management Facility Site Plan
Plan 1F	Northern Park and Ride Site Plan
Plan 1G(a)-(d)	Sizewell Link Road Site Plans
Plan 1H	Southern Park and Ride Site Plan
Plan 1I(a)-(b)	Two Village Bypass Site Plans
Plan 1J(a)-(d)	Yoxford roundabout and other highway improvement works Sites Plans
Plan 1K	Benhall Site Plan
Plan 1L	Halesworth Site Plan
Plan 1M	Pakenham Site Plan
Plan 1N	Marsh Harrier Habitat Improvement Site Plan
Plan 2	Natural Environment Improvement Area
Plan 3	Aldhurst Farm Plan
Plan 4	MMP for Minsmere Area
Plan 5	MMP for Sandlings (Central) Area
Annexures	
Annex A	Figure 1: Visual representation of Governance structure
Annex B	Draft Deed of Covenant
Annex C	Pre-Commencement Obligations
Annex D	Financial Contributions Table
Annex E	Health and Wellbeing: Key Performance Indicators
Annex F	SZC Supply Chain Work Plan
Annex G	The B1122 Properties
Annex H	Implementation Plan

Annex I	Marine Technical Forum Terms of Reference
Annex J	Operational Travel Plan Principles
Annex K	Construction Traffic Management Plan
Annex L	Construction Worker Travel Plan
Annex M	Traffic Incident Management Plan
Annex N	B1125 Scheme
Annex O	Contingent Effects
Annex P	B1078 Road Safety Improvements
Annex Q	B1122 Early Years Scheme
Annex R	Leiston Scheme
Annex S	Marlesford and Little Glemham Scheme
Annex T	Wickham Market Scheme
Annex U	MMP for Minsmere – Walberswick and Sandlings (North)
Annex V	MMP for Sandlings (Central) and Alde-Ore Estuary
Annex W	Noise Mitigation Scheme
Annex X	Yoxford Scheme
Annex Y	Leiston Cycling and Walking Improvements
Annex Z	Maintenance Area
Annex AA	Policing KPIs
Annex AB	Informal Recreation and Green Space Proposals



NOTES:

1. ORDNANCE SURVEY MASTERMAP DATA ADOPTED AS DRAWING BACKGROUND DATA.

KEY:

 ORDER LIMITS

NOT PROTECTIVELY MARKED

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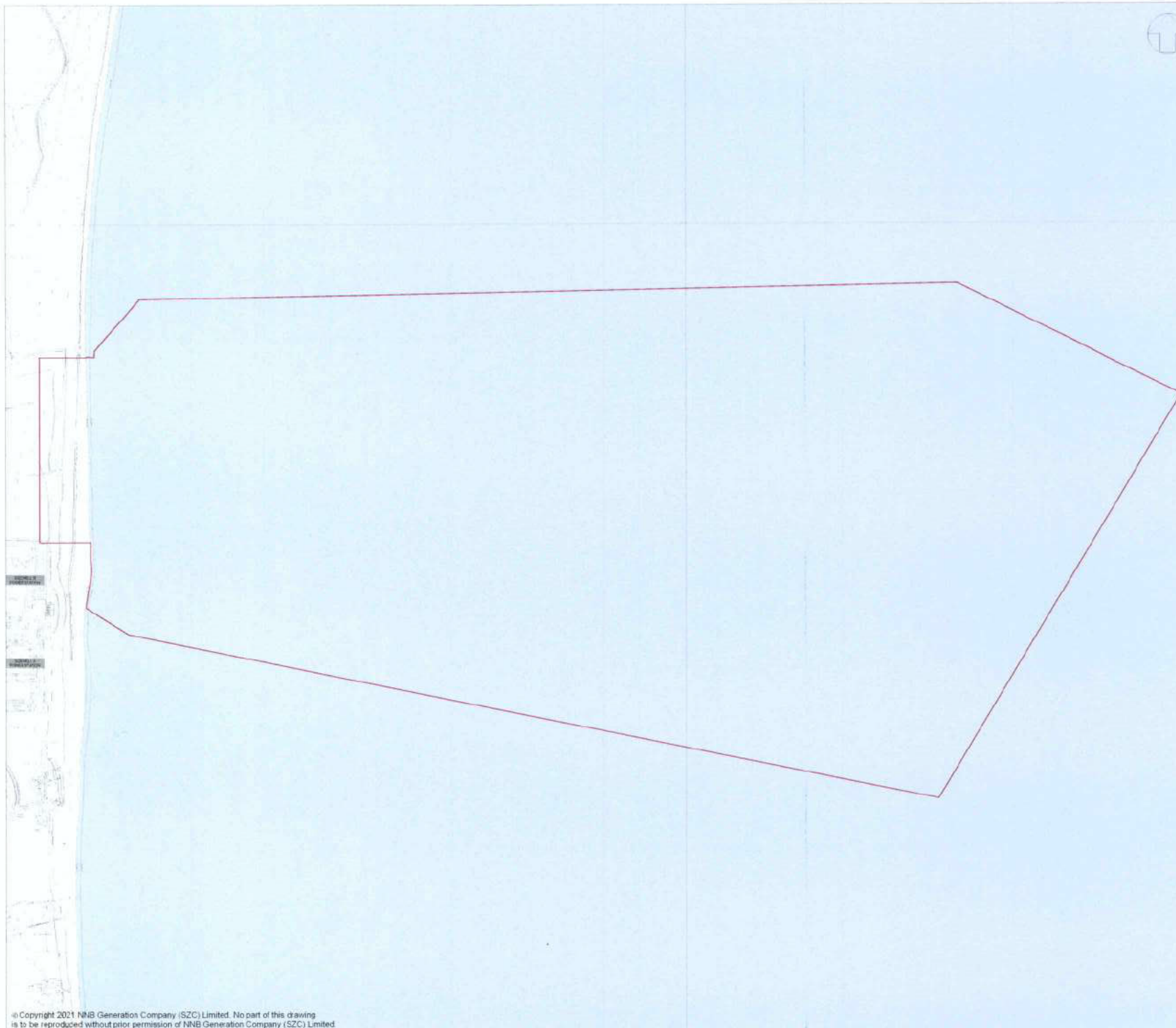
PROJECT
SIZEWELL C

DOCUMENT
DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE
PLAN 1A(a)
SZC DEVELOPMENT SITE PLAN

DRAWING NO.		REVISION
SZC-SZ0100-XX-000-DRW-100221		01
DATE	DRAWN	SCALE
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NOTES:

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PROJECT

SIZEWELL C

DOCUMENT

DEEDS OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE

PLAN 1A(D)
SZC DEVELOPMENT SITE PLAN
(OFFSHORE)

DRAWING NO

SZC-SZ0100-XX-000-DRW-100222

REVISION

01

DATE
APR 2021

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SB

SCALE
1:5000@A0

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PROJECT
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DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

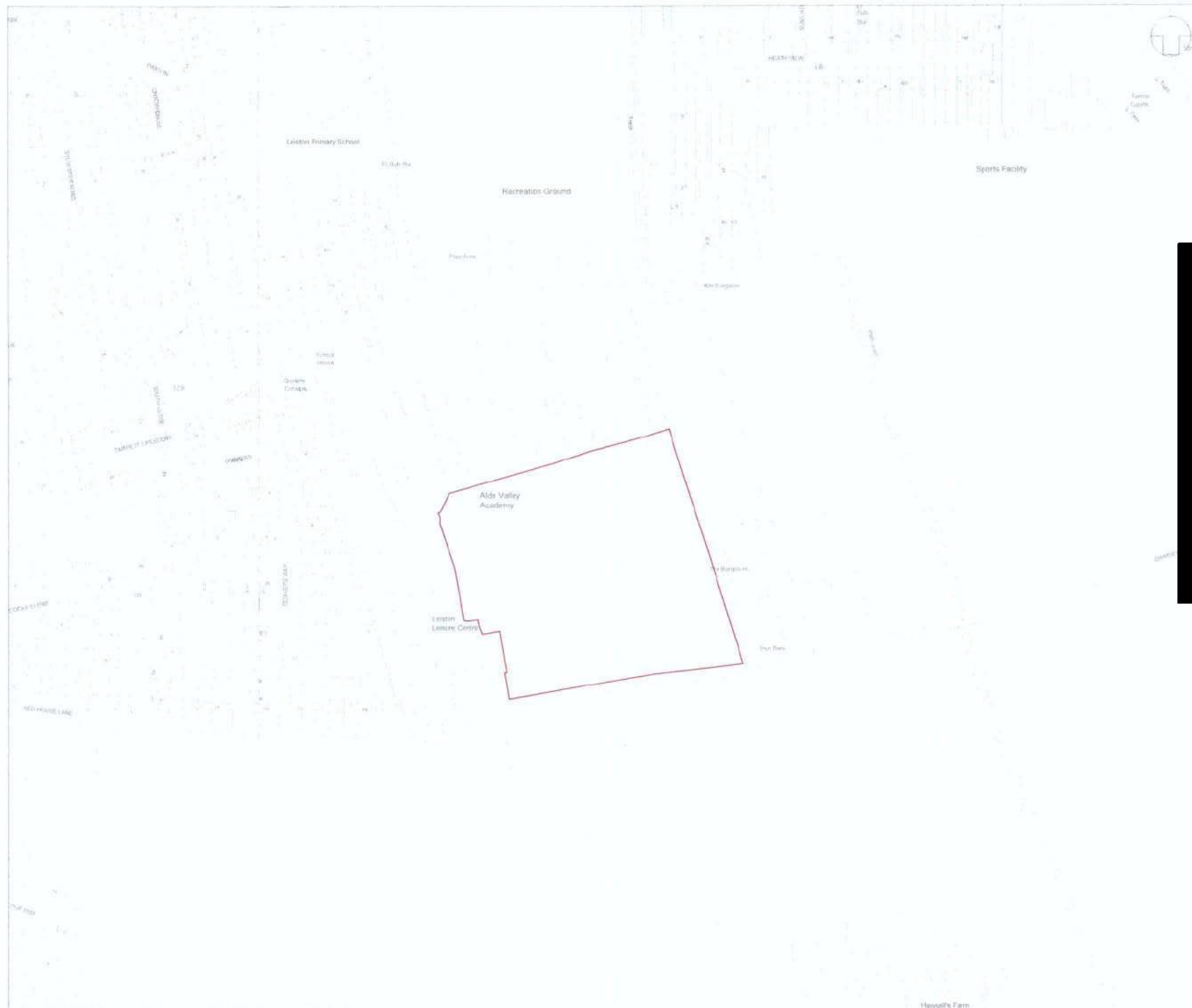
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PLAN 1E
ACCOMMODATION CAMPUS
SITE PLAN

DRAWING NO.	REVISION
SZC-SZ0100-XX-000-DRW-100223	01

DATE	DRAWN	SCALE
APR 2021	SB	1:2500@A0

SCALE BAR

SCALE IN METRES
1:2500

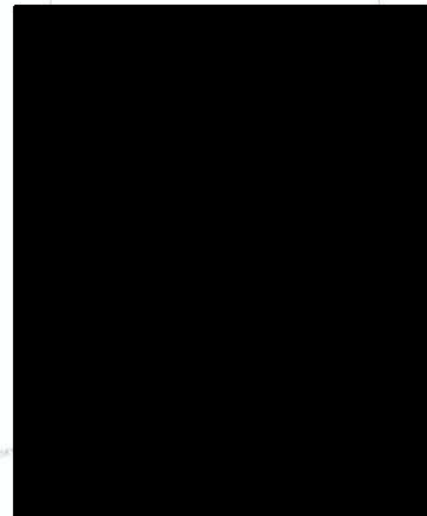


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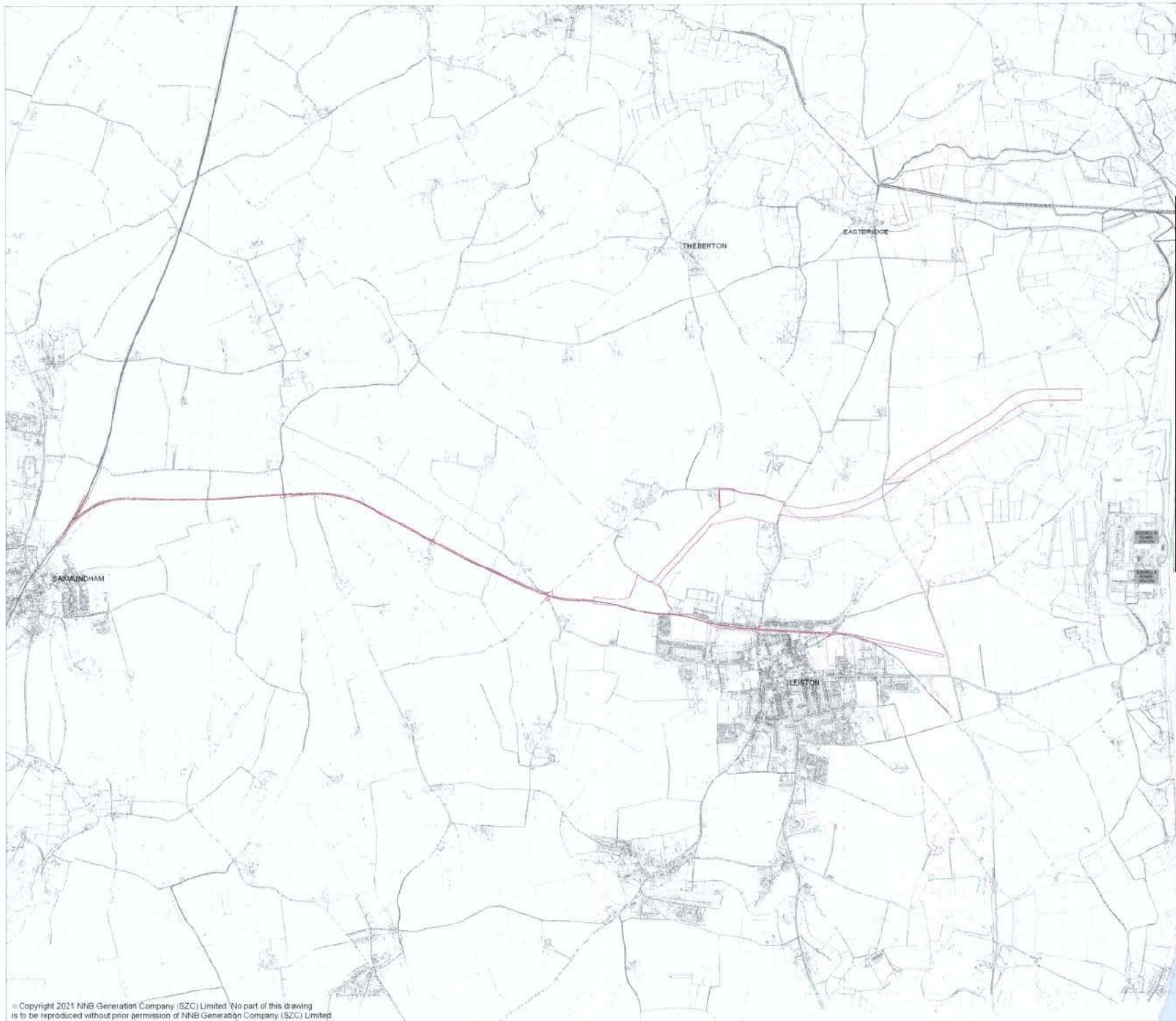
PROJECT
SIZEWELL C

DOCUMENT
DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE
PLAN 1C
LEISTON SPORTS FACILITIES
SITE PLAN

DRAWING NO.	DATE	SCALE	REVISION
SZC-SZ0100-XX-000-DRW-100225	APR 2021	SB	01

SCALE BAR
0 25 50 75m
SCALE IN METRES
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PROJECT
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DOCUMENT
DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE
PLAN 1D
RAIL DEVELOPMENT SITE PLAN

DRAWING NO:
SZC-SZ0100-XX-000-DRW-100224

REVISION
02

DATE: SEP 2021
DRAWN: SB
SCALE: 1:10000@A0

SCALE BAR
0 100 200 METRES
SCALE IN METRES
1:10000



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DOCUMENT
DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE
PLAN 1E
FREIGHT MANAGEMENT FACILITY
SITE PLAN

DRAWING NO. SZC-SZ0100-XX-000-DRW-100241	REVISION 01
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DATE APR 2021	DRAWN SB	SCALE 1:1250@A1
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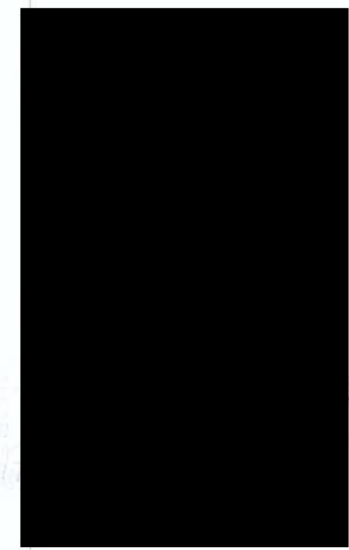
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PROJECT
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DOCUMENT
DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE
PLAN 1F
NORTHERN PARK & RIDE
SITE PLAN

DRAWING NO
SZC-SZ0100-XX-000-DRW-100229

REVISION
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DATE DRAWN SCALE
APR 2021 SB 1:2500@A1

SCALE BAR
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SCALE IN METRES
1:2500



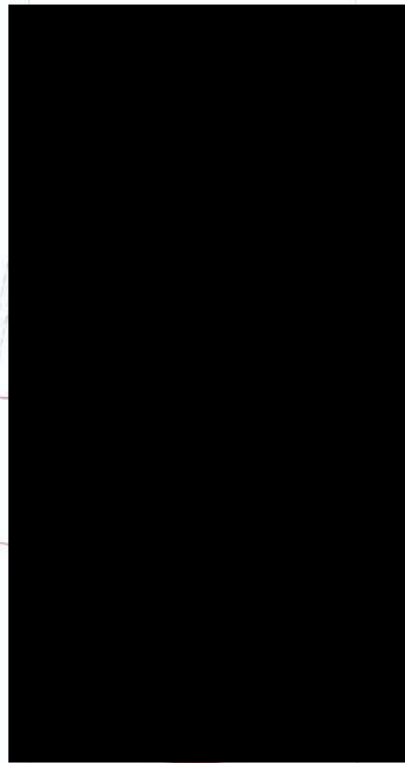
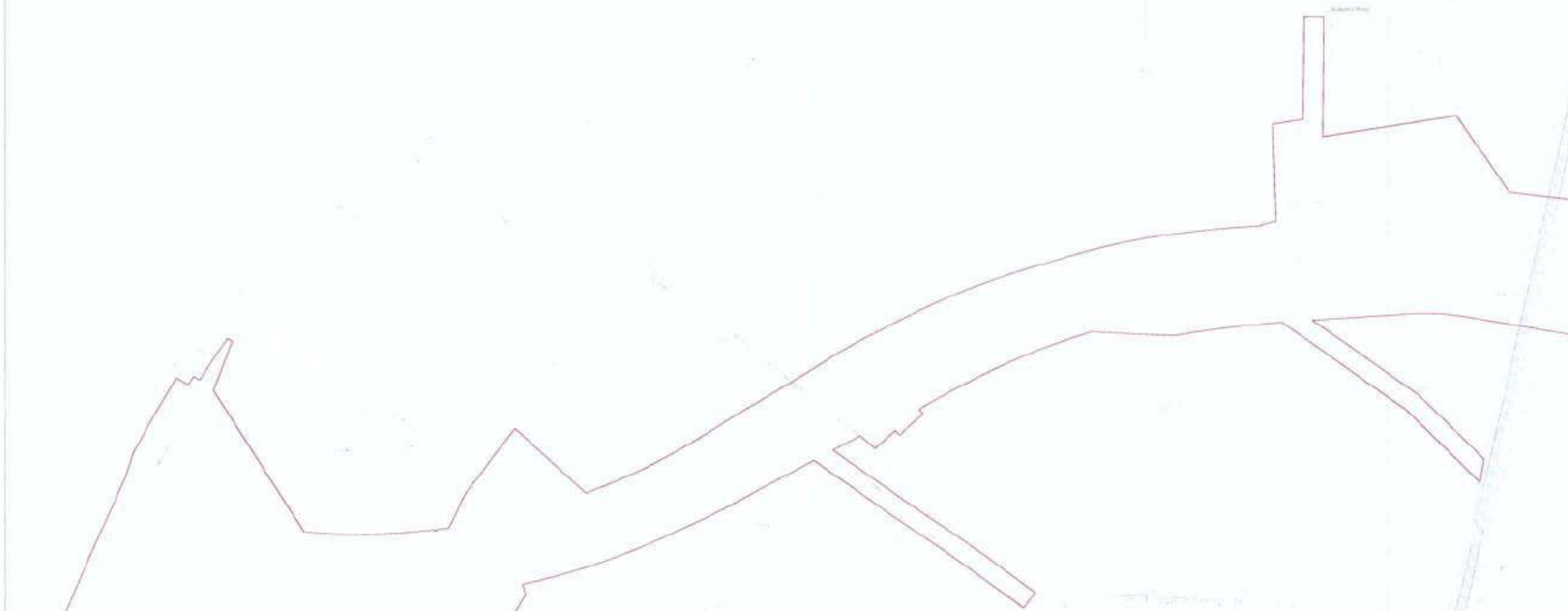
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DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE
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SIZEWELL LINK ROAD
SITE PLAN

DRAWING NO.
SZC-SZ0100-XX-000-DRW-100213

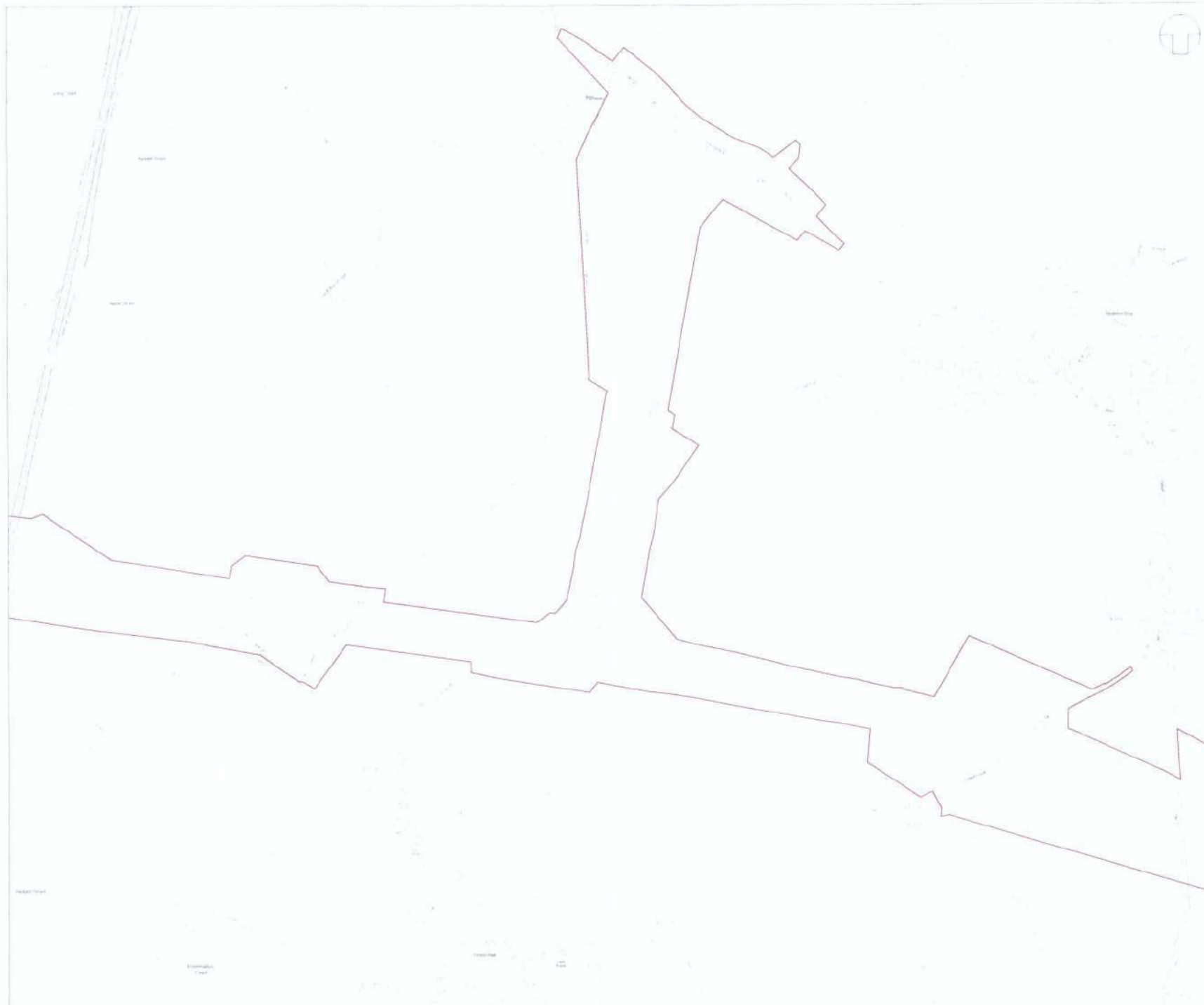
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DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE
PLAN 1G(b)
SIZEWELL LINK ROAD
SITE PLAN

DRAWING NO:
SZC-SZ0100-XX-000-DRW-100214

REVISION
02

DATE: SEPT 2021
DRAWN: SB
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DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE
PLAN 1G(c)
SIZEWELL LINK ROAD
SITE PLAN

DRAWING NO
SZC-SZ0100-XX-000-DRW-100235

REVISION
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SEPT 2021

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Using the power of good design



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DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE
PLAN 1G(d)
SIZEWELL LINK ROAD
SITE PLAN

DRAWING NO.	REVISION
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DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE
PLAN 1H
SOUTHERN PARK & RIDE
SITE PLAN

DRAWING NO.
SZC-SZ0100-XX-000-DRW-100230

REVISION
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DATE: APR 2021
DRAWN: SB
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PROJECT
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DOCUMENT
DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE
PLAN 11(a)
TWO VILLAGE BYPASS
SITE PLAN

DRAWING NO.
SZC-SZ0100-XX-000-DRW-100231

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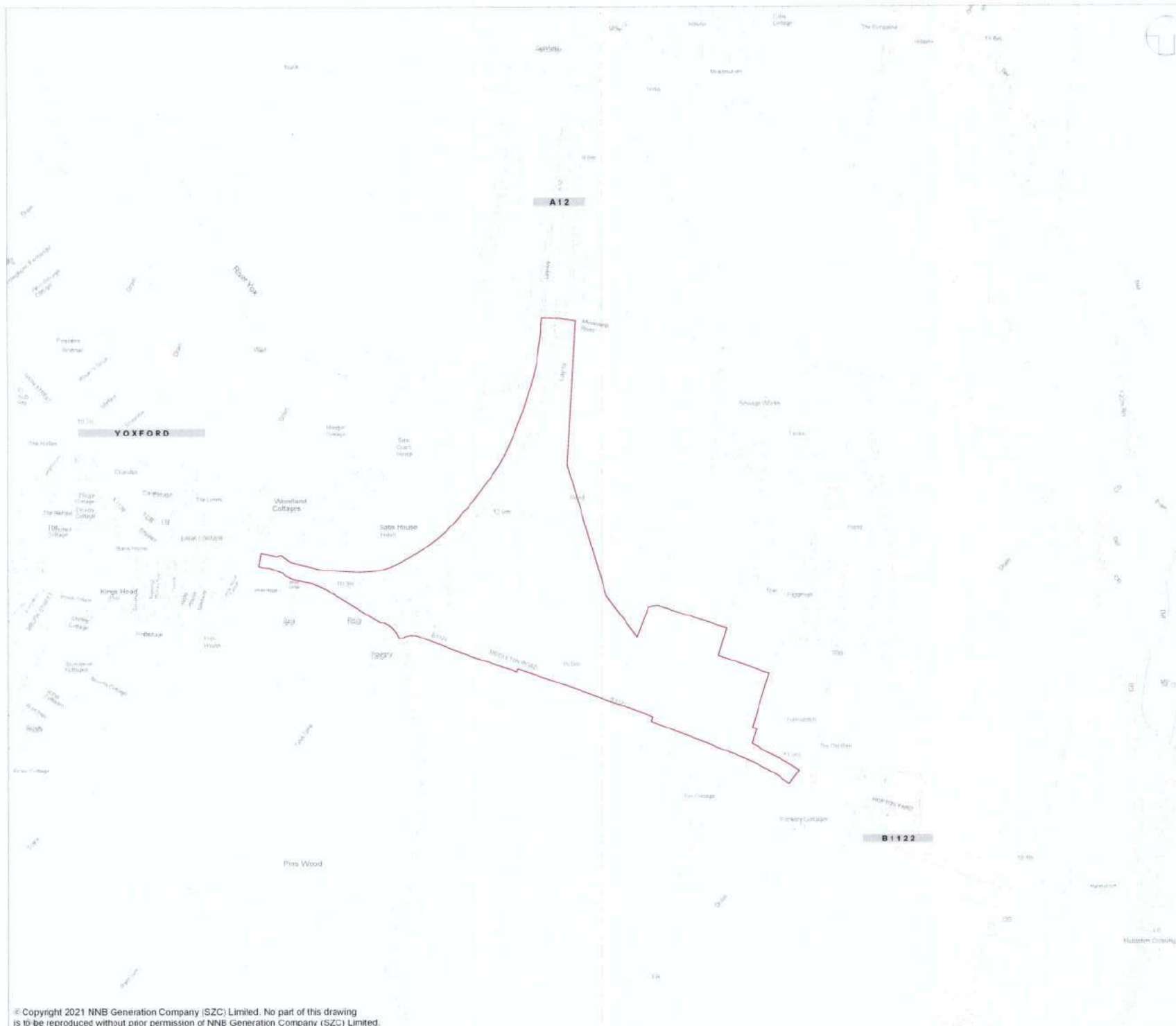
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DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE
PLAN 11(b)
TWO VILLAGE BYPASS
SITE PLAN

DRAWING NO: SZC-SZ0100-XX-000-DRW-100232	REVISION 01
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DATE APR 2021	DRAWN SB	SCALE 1:2500@A1
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DRAWING TITLE
**PLAN 1J(a)
YOXFORD ROUNDABOUT
SITE PLAN**

DRAWING NO. SZC-SZ0100-XX-000-DRW-100237	REVISION 01
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DATE APR 2021	DRAWN SB	SCALE 1:1250@A1
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DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE
PLAN 1J(b)
A1094/B1069 JUNCTION
SOUTH OF KNODISHALL
SITE PLAN

DRAWING NO. SZC-SZ0160-XX-000-DRW-100238	REVISION 01
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DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE
PLAN 1J(C)
A12/A144 JUNCTION
SOUTH OF BRAMFIELD
SITE PLAN

DRAWING NO.
SZC-SZ0100-XX-000-DRW-100239

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DATE APR 2020 DRAWN SB SCALE 1:1250@A1

SCALE BAR 0m 10m 20m 30m 40m 50m
SCALE IN METRES
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DRAWING TITLE:
PLAN 1J(d)
A12/B1119 JUNCTION AT SAXMUNDHAM
SITE PLAN

DRAWING NO: SZC-SZ0100-XX-000-DRW-100240	REVISION 01
DATE APR 2021	SCALE 1:1250@A1
SCALE BAR 0 25 50 75m SCALE IN METRES 1:1250	



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DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE
PLAN 1K
BENHALL
SITE PLAN

DRAWING NO.
SZC-SZ0100-XX-000-DRW-100227

REVISION
02

DATE
SEPT 2021

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DOCUMENT:

DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE:

PLAN 1L
HALESWORTH
SITE PLAN

DRAWING NO:
SZC-SZ0100-XX-000-DRW-100226

REVISION
02

DATE: SEPT 2021
DRAWN: SB
SCALE: 1:1250@A1

SCALE BAR: 25m 0 25 50 75m
SCALE: 1:1250



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PROJECT
SIZEWELL C

DOCUMENT
DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE
PLAN 1M
PAKENHAM
SITE PLAN

DRAWING NO	REVISION
SZC-SZ0100-XX-000-DRW-100242	02

DATE	DRAWN	SCALE
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SCALE BAR
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SCALE IN METRES
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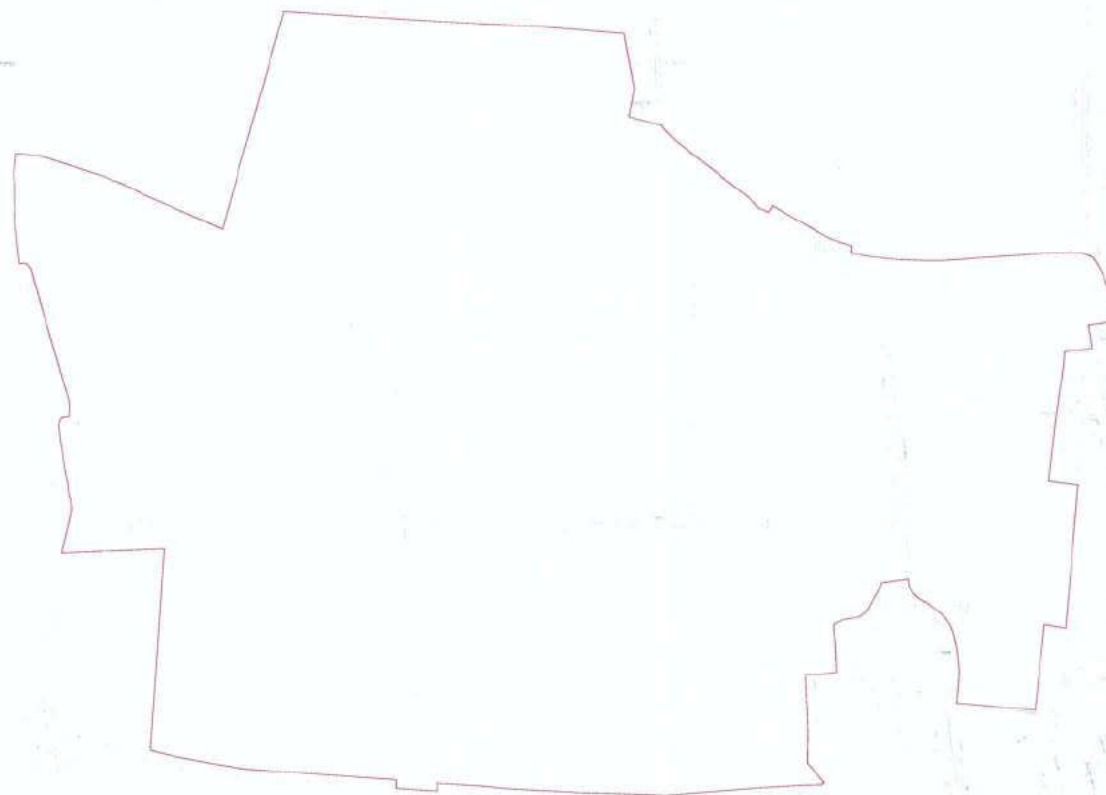
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DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE

PLAN 1N
MARSH HARRIER HABITAT IMPROVEMENT
SITE PLAN

DRAWING NO.

SZC-SZ0100-XX-000-DRW-100228

REVISION

01

DATE

APR 2021

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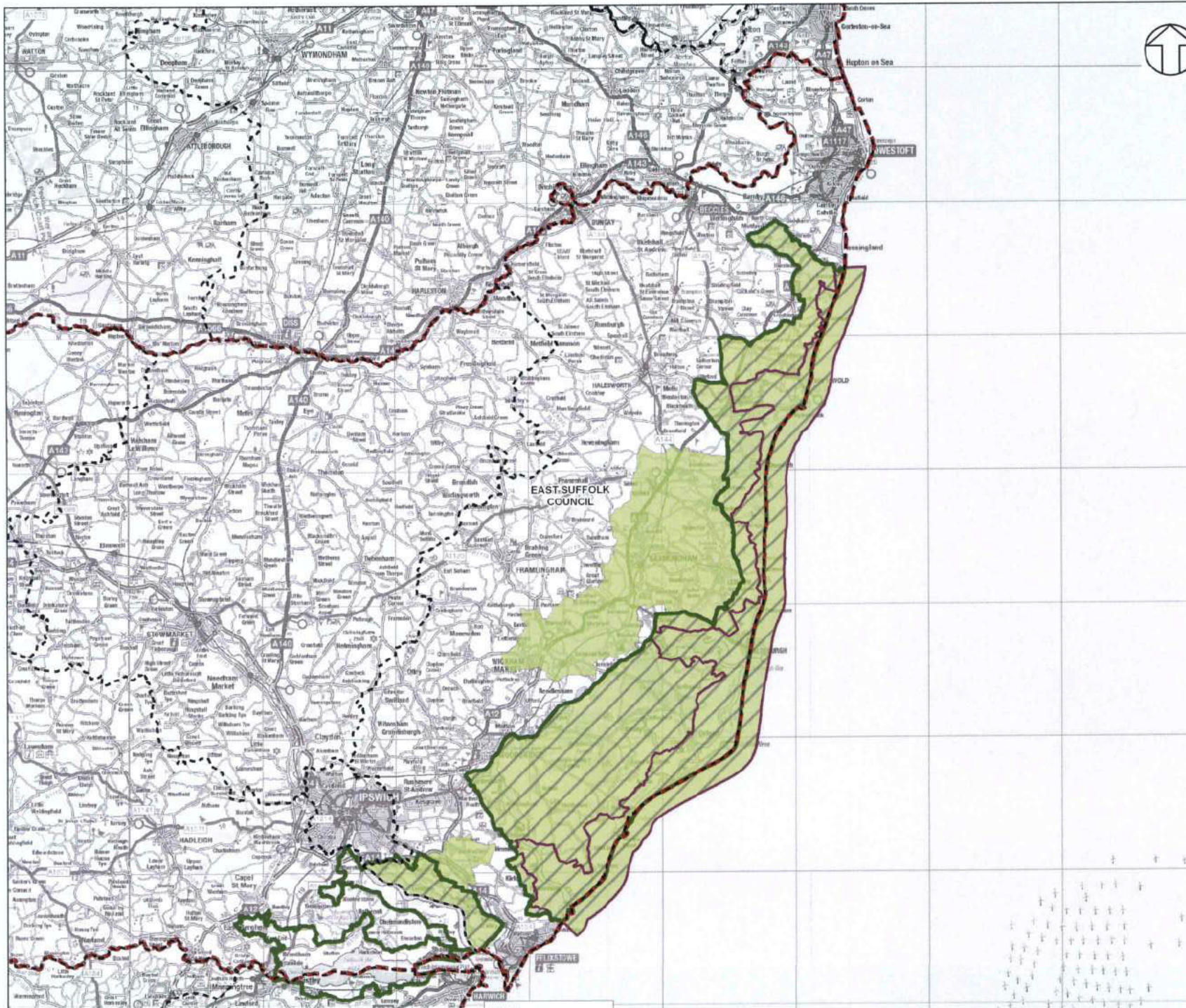
SB

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SCALE BAR





NOTES

KEY

- NATURAL ENVIRONMENT IMPROVEMENT AREA
- COUNTY BOUNDARY
- DISTRICT BOUNDARY
- SUFFOLK COAST AND HEATHS AONB
- SUFFOLK HERITAGE COAST
- SUFFOLK COAST AND HEATHS AONB AND SUFFOLK HERITAGE COAST WITHIN EAST SUFFOLK



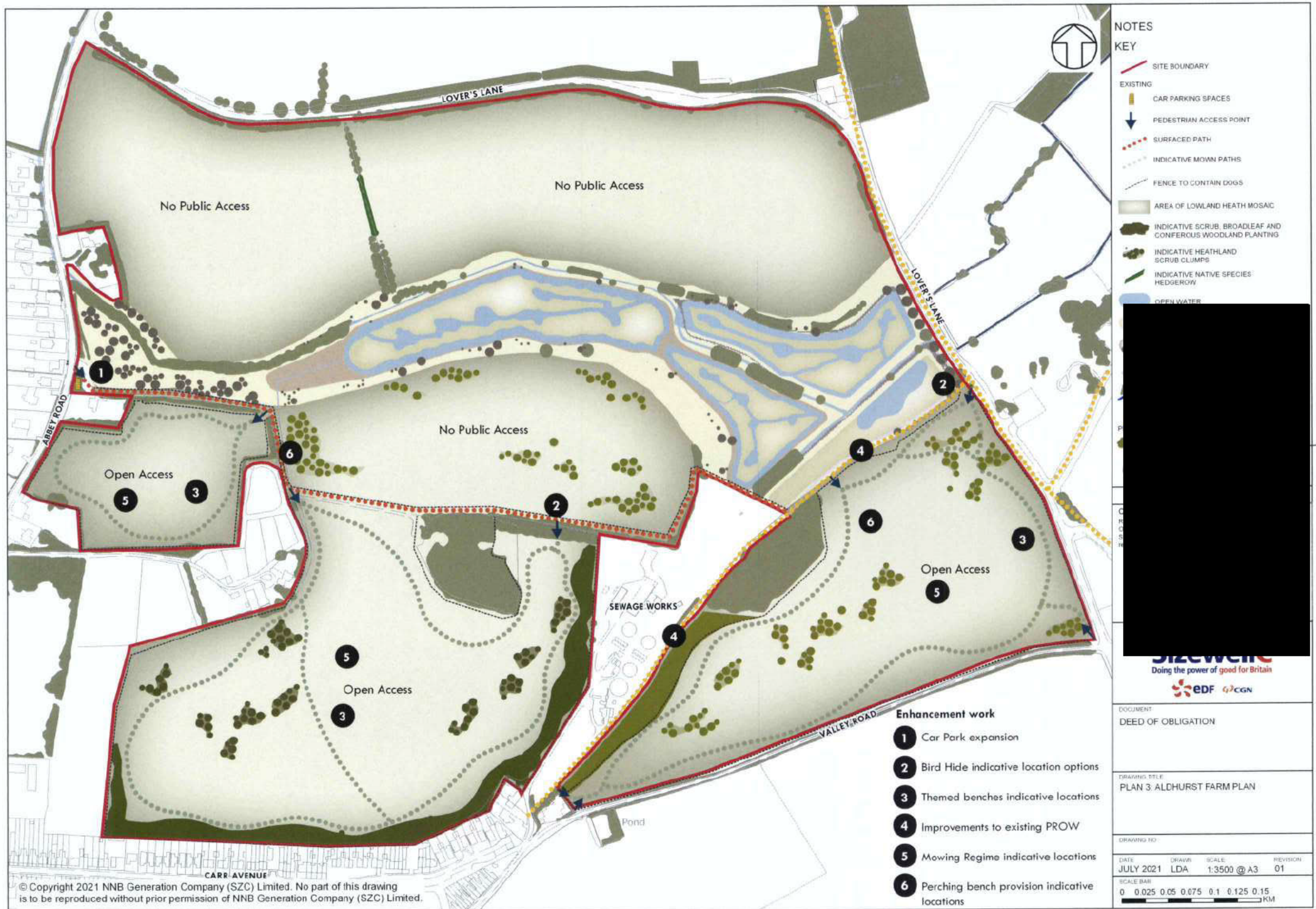
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ENVIRONMENT FUNDING

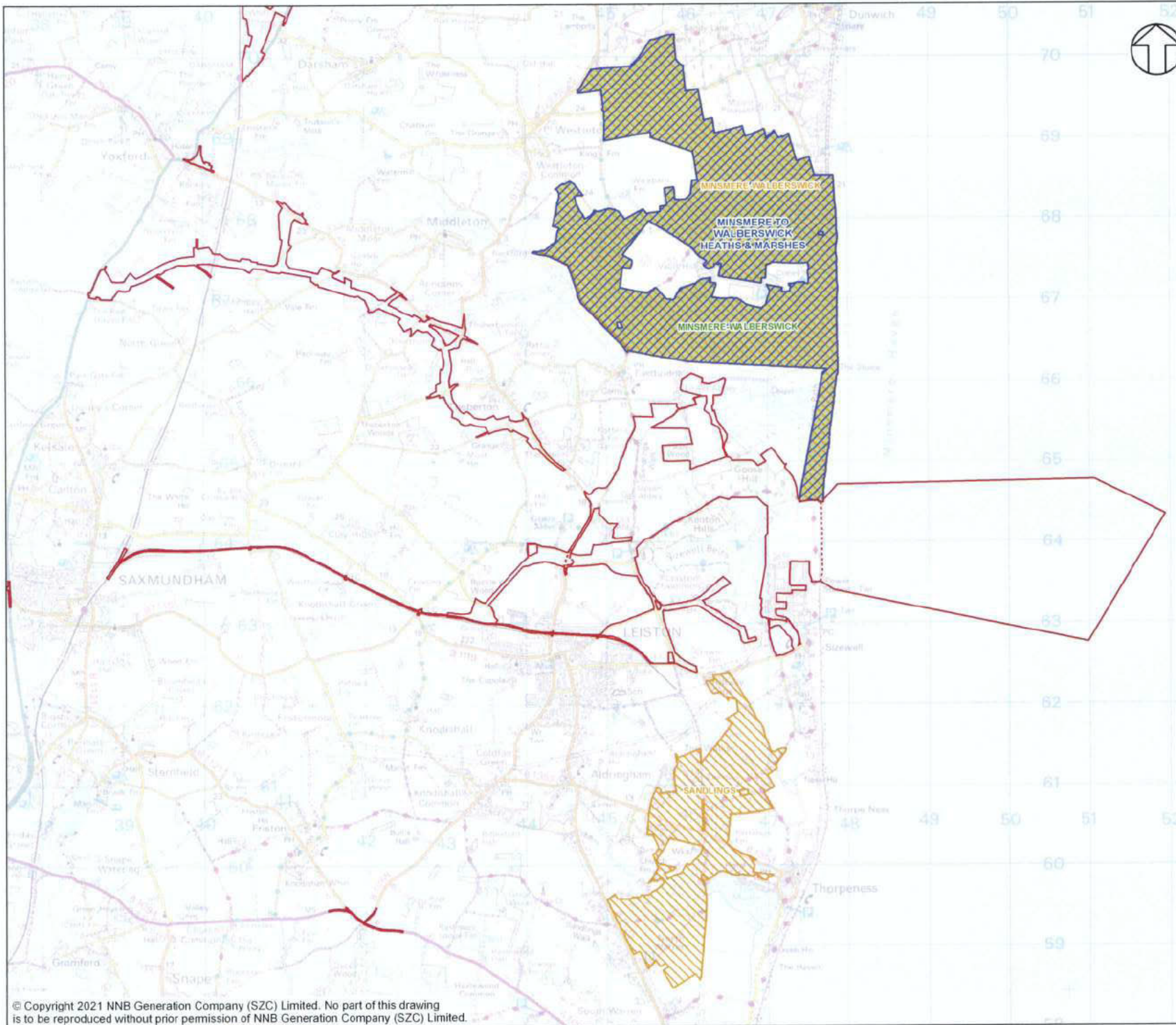
DRAWING TITLE
NATURAL ENVIRONMENT IMPROVEMENT
AREA (PROPOSED GEOGRAPHIC EXTENT)

DRAWING NO
PLAN 2

DATE MAY 2021 DRAWN R.K. SCALE 1:275,000 @A3

SCALE BAR
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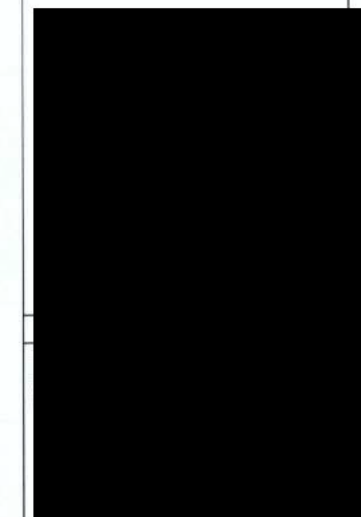




NOTES

KEY

- SIZEWELL C AND ASSOCIATED DEVELOPMENT SITE BOUNDARIES
- DEMARCATION LINE
- DESIGNATIONS
 - SPECIAL PROTECTION AREA (SPA)
 - SPECIAL AREA OF CONSERVATION (SAC)
 - RAMSAR

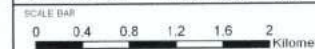


DOCUMENT
SIZEWELL C
DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE
PLAN 4:
MINSMERE AREA

DRAWING NO
FIGURE 1

DATE: SEPT 2021 J.T. EBA/DB SCALE: 1:45,000 @A3 REVISION: 2.0





NOTES

KEY

— SIZEWELL C AND ASSOCIATED
DEVELOPMENT SITE BOUNDARIES

--- DEMARCATION LINE

DESIGNATIONS

Special Protection Area (SPA)

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DOCUMENT
SIZEWELL C
DEED OF DEVELOPMENT
CONSENT OBLIGATIONS

DRAWING TITLE
PLAN 5:
SANDLINGS (CENTRAL) AREA

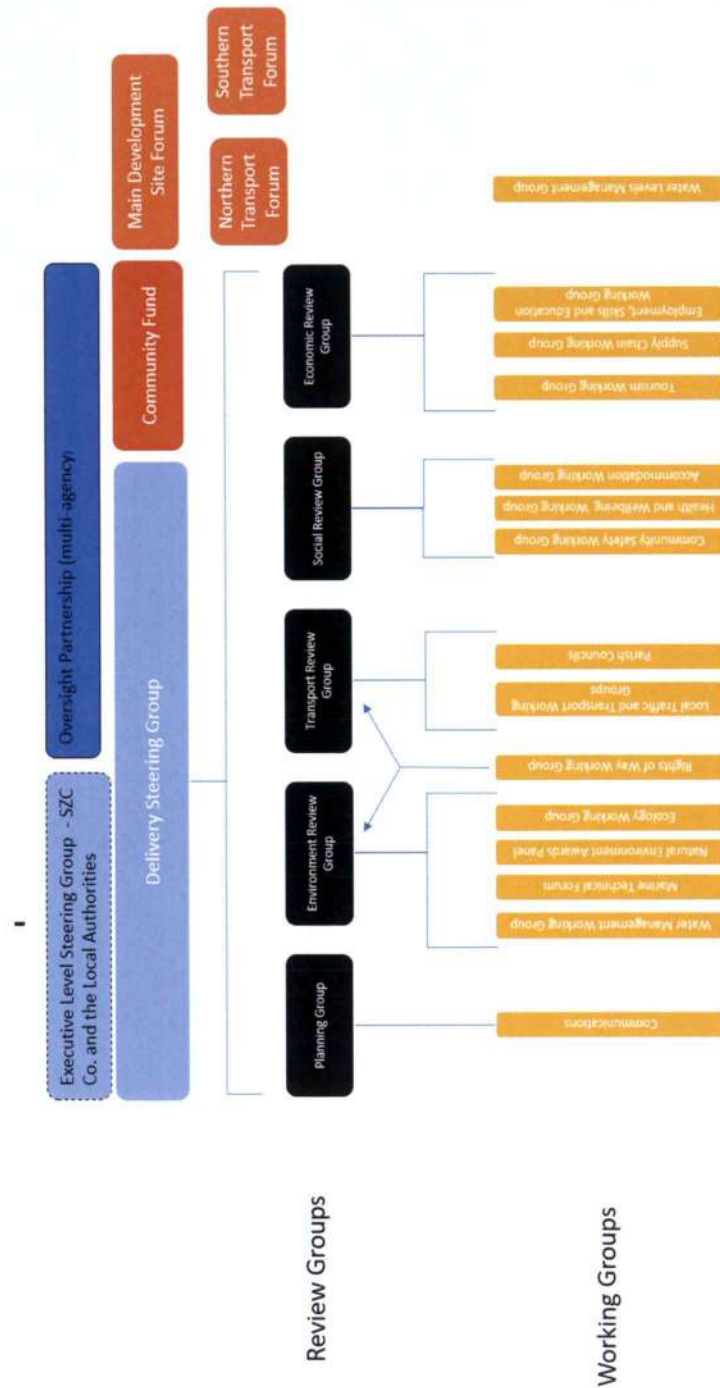
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FIGURE 1

DATE: SEPT 2021 J.T. DRAWN: SCALE: 1:70,000 @A3 REVISION: 2.0

SCALE BAR
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ANNEX A

FIGURE 1: VISUAL REPRESENTATION OF GOVERNANCE STRUCTURE¹



¹ Note: the Executive Level Steering Group is already in existence and is not constituted in this Deed. It is shown in Figure 1 for informational purposes only.

ANNEX B
DRAFT DEED OF COVENANT

[20XX]

(1) [EAST SUFFOLK COUNCIL] AND/OR [SUFFOLK COUNTY COUNCIL]

and

(2) NNB GENERATION COMPANY (SZC) LIMITED

and

(3) []

DEED OF COVENANT

in relation to a deed of obligation entered into
pursuant to section 1 of the Localism Act 2011 and
section 111 of the Local Government Act 1972
relating to
Sizewell C, Suffolk

THIS DEED OF COVENANT is made on the day of 20[●]

BETWEEN:

- (1) **[EAST SUFFOLK COUNCIL** of East Suffolk House, Station Road, Melton, Woodbridge, England, IP12 1RT (the "**Council**";]
AND/OR
[SUFFOLK COUNTY COUNCIL of Endeavour House, 8 Russell Road, Ipswich, England IP1 2BX (the "**Council**") [(together the "**Councils**";
- (2) **NNB GENERATION COMPANY (SZC) LIMITED** whose registered office is at 90 Whitfield Street, London, England W1T 4EZ (Company Number 09284825) ("**SZC Co**"; and
- (3) [] of [] ("**Recipient**").

WHEREAS:

- (A) On [●] 2021 SZC Co and the Council entered into the Principal Deed pursuant to which [SZC Co committed to make one or more payments to the Council to be paid onward to the Recipient subject to the Recipient entering into this Deed] [and] [SZC Co and the Councils committed to establish the Governance Group[s] in which the Recipient is invited to participate].
- (B) ²[The Recipient wishes to secure the payment to itself of the Contributions from the Council.
- (C) This Deed of Covenant is entered into for the purposes of ensuring that the Recipient receives the Contributions from the Council and applies the Contributions in accordance with the terms of the Principal Deed.]
- (D) ³[This Deed of Covenant is [further] entered into for the purposes of ensuring that the Recipient attends and participates in the meetings of the Governance Group[s] and performs the obligations of such Governance Groups as set out in the Principal Deed.]

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following expressions shall have the following respective meanings unless the context otherwise requires:

⁴["**Contributions**" means the amounts expressed to be payable to the Recipient by the Council pursuant to paragraph[s] [●] of Schedule[s] [●] of the Principal Deed;] [and]

⁵["**Governance Group[s]**" means *[include reference to appropriate governance group]*;] [and]

"**Principal Deed**" means the agreement pursuant to section 1 of the Localism Act 2011 and section 111 of the Local Government Act 1972 in relation to the development of Sizewell C entered into by (1) East Suffolk Council (2) Suffolk Country Council and (3) NNB Generation Company (SZC) Limited [●] 2021.

² Drafting Note: To be included where the Principal Deed requires the onward payment of a contribution to the Recipient.

³ Drafting Note: To be included where the Principal Deed requires the participation of the Third Party in a governance group.

⁴ Drafting Note: To be included where the Principal Deed requires the onward payment of a contribution to the Recipient.

⁵ Drafting Note: To be included where the Principal Deed requires the participation of the Third Party in a governance group.

1.2 In this Deed unless a contrary intention is shown in this Deed, all expressions and phrases shall have the meaning ascribed to them in the Principal Deed.

1.3 Clause 8 of the Principal Deed shall apply to this Deed as if references therein to "this Deed" were references to this Deed.

2. **⁶[SZC CO'S COVENANT**

2.1 SZC Co covenants with the Recipient that in consideration for the covenants given by the Recipient in this Deed it shall pay the Contributions to the Council in accordance with the terms of the Principal Deed.

3. **COUNCIL'S COVENANT**

3.1 The Council covenants that, subject to receipt of the Contributions from SZC Co, in consideration for the covenants given by the Recipient in this Deed it shall pay the Contributions to the Recipient in accordance with the terms of the Principal Deed.

4. **RECIPIENT'S PAYMENT COVENANT**

4.1 Unless otherwise agreed with SZC Co and the Council(s), the Recipient covenants with SZC Co and the Council that prior to receiving any Contribution it shall establish an interest-bearing account or accounts where those Contributions and/or other sums of money that are payable to it pursuant to the Principal Deed shall be held and shall promptly, and in any event within 10 Working Days of the establishment of such account or accounts, notify the account details to SZC Co and the Council.

4.2 The Recipient covenants with SZC Co and the Council that it shall, on receipt of the Contributions or other amounts from the Council payable to it pursuant to the Principal Deed, place the received sums of money in such notified account or accounts.

4.3 Interest accruing to the account or accounts in which the Contributions payable to the Recipient pursuant to the Principal Deed are held shall be retained in that account or accounts and shall only be applied in accordance with the provisions of this Deed for the same purposes as for the Contributions to which the interest relates.

4.4 The Recipient shall provide SZC Co and the Council with copies of all account statements and other correspondence received in relation to the accounts established pursuant to this clause 4.

5. **APPLICATION OF CONTRIBUTIONS**

5.1 The Recipient covenants with SZC Co and the Council in respect of monies it receives pursuant to this Deed not to spend the relevant monies other than for the purposes specified in the Principal Deed in relation to the relevant Contribution or sum of money.

5.2 The Recipient shall within six months of the date on which the first Contribution is paid to the Recipient pursuant to this Deed and annually thereafter until the Contributions have been spent provide SZC Co and the Council with an annual statement setting out details of the purposes to which the monies have been applied.

5.3 Notwithstanding clause 5.2, SZC Co and the Council shall in any event have the right to audit all expenditure funded from the Contributions or other amounts secured under this Deed and the Recipient covenants with SZC Co and the Council to provide access to all such information and evidence to enable SZC Co or the Council to carry out any such audit.

6. **[UNSPENT CONTRIBUTIONS**

6.1 If any amount of money paid to the Recipient under this Deed by the Council remains unspent or which has not been Committed within five years of the date that amount was paid by the Council, the Recipient shall pay any such unspent or not Committed monies

⁶ Drafting Note: To be included where the Principal Deed requires the onward payment of a contribution to the Recipient.

together with any Accrued Interest on those monies to SZC Co or its nominee within 60 Working Days of a request from SZC Co.]

7. COMMUNICATIONS

7.1 The parties agree that where particular mitigation works, projects or benefits are funded from any of the Contributions secured under this Deed:

- 7.1.1 SZC Co shall have the right to be acknowledged as having funded such mitigation works, projects or benefits;
- 7.1.2 ⁷[SZC Co branding and/or corporate images or logos shall be included (at the discretion of SZC Co in writing) in literature or publicity material relating to such mitigation works, projects or benefits];
- 7.1.3 ⁸[signage (at the discretion and cost of SZC Co) bearing SZC Co branding and/or corporate images or logos shall be erected or affixed to buildings and other facilities funded out of the Contributions]; and
- 7.1.4 ⁹[SZC Co shall at its sole cost have the right to be involved in publicity activities relating to such mitigation works, projects or benefits in consultation with the Recipient.]

8. ¹⁰[RECIPIENT'S GOVERNANCE COVENANT]

The Recipient covenants with SZC Co and the Councils: (i) nominate a representative to attend (or nominate an alternate to attend) meetings of the Governance Group[s]; and (ii) to procure that its representative attends and participates in the meetings of the Governance Group[s] and performs the obligations of such Governance Group[s] as set out in the Principal Deed.]

9. RIGHTS OF THIRD PARTIES

It is not intended that any person who is not a party to this Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

10. JURISDICTION

- 10.1 This Deed including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 10.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

11. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original and all of which may together evidence the same agreement.

12. DATE OF DELIVERY

This Deed is delivered on the date of this Deed.

⁷ Drafting Note: The nature of the communications obligations are dependent upon the nature of the Contributions and are to be agreed with the Third Party on a case by case basis.

⁸ Drafting Note: The nature of the communications obligations are dependent upon the nature of the Contributions and are to be agreed with the Third Party on a case by case basis.

⁹ Drafting Note: The nature of the communications obligations are dependent upon the nature of the Contributions and are to be agreed with the Third Party on a case by case basis.

¹⁰ Drafting Note: To be included where the Principal Deed requires the participation of the Third Party in a governance group.

IN WITNESS whereof the parties hereto have executed this Deed on the date and year first before written

[The **COMMON SEAL** of **EAST**)
SUFFOLK COUNCIL was)
hereunto affixed in the presence of:)

Authorised signatory]

[The **COMMON SEAL** of)
SUFFOLK COUNTY COUNCIL was)
hereunto affixed in the presence of:)

Authorised signatory]

Executed as a Deed by
NNB GENERATION COMPANY
(SZC) LIMITED acting by (Signature of director)
[insert name of director]
in the presence of

.....
(Name of witness)

.....

.....

.....
(Address of witness)

.....

(Signature of witness)

¹¹[Executed as a Deed by
[RECIPIENT] acting by (Signature of authorised signatory)
[name]
in the presence of

.....
(Name of witness)

.....

.....

.....

¹¹ Drafting Note: Form of execution by Recipient to be amended as necessary to enable lawful execution.

(Address of witness)

.....
(Signature of witness)]

ANNEX C

PRE-COMMENCEMENT OBLIGATIONS IN THE SCHEDULES

PART A

Payments to be made on or before Commencement of the Project

1. Schedule 2, paragraph 2.1.1 (Energy Projects Manager)
2. Schedule 2, paragraph 2.1.2 (Energy Projects Planner)
3. Schedule 2, paragraph 2.1.3 (Environmental Health Officer)
4. Schedule 2, paragraph 3.1 (Programme Management Function and Transport Management Function)
5. Schedule 2, paragraph 3.2 (LLFA Function)
6. Schedule 2, paragraph 4.1 (East Suffolk Council SZC Support contributions)
7. Schedule 2, paragraph 4.2 (Suffolk County Council SZC Support contributions)
8. Schedule 2, paragraph 5.1 (Air Quality Monitoring)
9. Schedule 2, paragraph 6 (Public Information Portal)
10. Schedule 3, paragraph 2 (Housing Fund)
11. Schedule 4, paragraph 3.1.1 (Police Contribution)
12. Schedule 4, paragraph 4.1.1 (Fire and Rescue Contribution)
13. Schedule 4, paragraph 4.2 (Fire and Rescue Contribution – Monitoring)
14. Schedule 4, paragraph 4.3 (Fire and Rescue Contribution – Off-site Services)
15. Schedule 4, paragraph 5.1.1(A) (Ambulance Service Contribution)
16. Schedule 4, paragraph 5.1.2(A) (Ambulance Service Contribution – Call Outs)
17. Schedule 4, paragraph 6 (Resilience Contributions)
18. Schedule 4, paragraph 9 (Suffolk Constabulary Facilities Contribution)
19. Schedule 6, paragraph 3.1.1 (Residual Healthcare Contribution)
20. Schedule 6, paragraph 4.1.1 (Health and Wellbeing Officer Contribution)
21. Schedule 6, paragraph 5.1.1 (GP Contribution)
22. Schedule 7, paragraph 2.3 (Regional Skills Co-ordination Function)
23. Schedule 7, paragraph 5.1 (Economic Development Function)
24. Schedule 7, paragraph 5.2 (Economic Development Business Support Service)
25. Schedule 8, paragraph 3.1.1 (First Leiston Abbey Site)
26. Schedule 8, paragraph 3.2.1(A) (Second Leiston Abbey Site)
27. Schedule 8, paragraph 3.2.2(A) (Second Leiston Abbey Site)
28. Schedule 10, paragraph 2.1.1 (Sports Facilities Design and Works Payment)
29. Schedule 11, paragraph 3.1.1 (Land Management and Skills Scheme)
30. Schedule 11, paragraph 4.1 (Natural Environment Improvement Project Officer)
31. Schedule 11, paragraph 4.3 (SZC Natural Environment Implementation Manager)
32. Schedule 11, paragraph 12.1 (Farmland Bird Mitigation Fund)

33. Schedule 13, paragraph 2.1 (National Trust Dunwich Heath and Coastguard Cottages Resilience Fund)
34. Schedule 13, paragraph 2.2 (Pro Corda Resilience Fund)
35. Schedule 13, paragraph 2.3 (RSPB Resilience Fund)
36. Schedule 14, paragraph 2 (Sizewell C Community Fund)
37. Schedule 15, paragraph 2.1 (Tourism Support Resources)
38. Schedule 15, paragraph 3 (Tourism Fund)
39. Schedule 16, paragraph 5.1.3 (PROW Fund)
40. Schedule 16, paragraph 8 (A12 Contribution)
41. Schedule 16, paragraph 9 (Leiston Cycling and Walking Contribution)
42. Schedule 16, paragraph 13 (AIL Escort Contribution)
43. Schedule 16, paragraph 14.3 (Highway Technical Approval and Inspection Fees)
44. Schedule 16, paragraph 14.5 (Highway Technical Approval and Inspection Fees)

Governance Groups to be established on or before Commencement of the Project

45. Schedule 3, paragraph 7.1.1 (Accommodation Working Group)
46. Schedule 4, paragraph 10.1 (Community Safety Working Group)
47. Schedule 6, paragraph 6.1 (Health and Wellbeing Working Group)
48. Schedule 7, paragraph 2.12.1 (Economic Review Group)
49. Schedule 7, paragraph 2.13.1 (Employment, Skills and Education Working Group)
50. Schedule 7, paragraph 4.3.1 (Supply Chain Working Group)
51. Schedule 11, paragraph 15.1 (Environment Review Group)
52. Schedule 11, paragraph 17.1 (Ecology Working Group)
53. Schedule 11, paragraph 18.1 (Natural Environment Awards Panel)
54. Schedule 15, paragraph 5.1 (Tourism Working Group)
55. Schedule 16, paragraph 4.1 (Transport Review Group)
56. Schedule 16, paragraph 5.1 (Rights of Way Working Group)
57. Schedule 16, paragraph 5.2.1 (Wickham Market Working Group)
58. Schedule 16, paragraph 5.3.1 (Leiston Working Group)
59. Schedule 16, paragraph 5.4.1 (Marlesford and Little Glemham Working Group)
60. Schedule 16, paragraph 5.5.1 (B1125 Working Group)
61. Schedule 16, paragraph 5.6.1 (Yoxford Working Group)
62. Schedule 16, paragraph 5.7.1 (B1122 Early Years Working Group)
63. Schedule 17, paragraph 3.1 (Delivery Steering Group)
64. Schedule 17, paragraph 6.1.1 (Planning Group)
65. Schedule 17, paragraph 6.2.1 (Social Review Group)
66. Schedule 17, paragraph 7.1.1 (Water Management Working Group)
67. Schedule 17, paragraph 7.2.1 (Water Levels Management Group)

Community Groups to be established on or before Commencement of the Project

68. Schedule 17, paragraph 5.5 (SZC Forum)

- 69. Schedule 17, paragraph 5.14 (Main Development Site Forum)
- 70. Schedule 17, paragraph 5.25 (Northern Transport Forum)
- 71. Schedule 17, paragraph 5.36 (Southern Transport Forum)

Other obligations to be satisfied no later than three months prior to the Commencement Date

- 72. Schedule 16, paragraph 5.9 (Local Transport Programme)

Other obligations to be satisfied on or before Commencement of the Project

- 73. Schedule 3, paragraph 6.1 (Accommodation Management System)
- 74. Schedule 4, paragraph 2.1 (On-site Emergency Response)
- 75. Schedule 4, paragraph 11 (On-Site Police Accommodation)
- 76. Schedule 6, paragraph 2 (Sizewell Health)
- 77. Schedule 7, paragraph 2.1.4 (Construction Workforce Delivery Strategy Programme)
- 78. Schedule 7, paragraph 2.9.2 (Sizewell C Jobs Coordinator)
- 79. Schedule 7, paragraph 2.10.1 (Young Sizewell C)
- 80. Schedule 7, paragraph 2.11.2 (Education and Inspiration Activities)
- 81. Schedule 8, paragraph 2.1 (Upper Abbey Farm Applications)
- 82. Schedule 11, paragraph 2.1 (Natural Environment Improvement Fund)
- 83. Schedule 11, paragraph 10.1 (Aldhurst Farm Planning Application)
- 84. Schedule 11, paragraph 11.1 (Environment Co-ordinator)
- 85. Schedule 11, paragraph 13.1 (Habitats Bond)
- 86. Schedule 12, paragraph 2 (Noise Mitigation Scheme)
- 87. Schedule 14, paragraph 2.2 (Deed of Transfer and Administration Agreement)
- 88. Schedule 14, paragraph 2.4 (Administration Agreement)
- 89. Schedule 14, paragraph 2.5 (Administration Agreement)
- 90. Schedule 16, paragraph 2.1 (TMMS)
- 91. Schedule 16, paragraph 2.6 (Delivery Co-ordinator)
- 92. Schedule 16, paragraph 3 (Monitoring Reports)
- 93. Schedule 16, paragraph 4.3.1 (Transport Co-ordinator)
- 94. Schedule 16, paragraph 5.9 (Local Transport Programme)
- 95. Schedule 16, paragraph 7.1.1 (Highway Structural Maintenance Survey)
- 96. Schedule 16, paragraph 11.1 (Signage Strategy)
- 97. Schedule 16, paragraph 12.1 (AIL Structural Survey)
- 98. Schedule 16, paragraph 12.4 (AIL Route Scheme)

PART B

Payments to be made on or before Commencement of particular works

- 99. Schedule 10, paragraph 2.2.2 (Leiston Sports Facilities Payment)

- 100. Schedule 11, paragraph 9.1 (Eel and Migratory Fish)
- 101. Schedule 11, paragraph 9.3 (Fish Contingency Fund)

Obligations to be satisfied at least three months before Commencement of particular works

- 102. Schedule 9, paragraph 1.2 (Detailed Implementation Programmes)

Obligations to be satisfied before Commencement of particular works

- 103. Schedule 10, paragraph 2.2.1 (Discharge of Leiston Sports Facilities Requirement)
- 104. Schedule 16, paragraph 14.1 (Highway Works Cost Estimate)
- 105. Schedule 16, paragraph 14.2 (Updated Highway Works Cost Estimate)

PART C

Payment obligations requiring compliance prior to Commencement

- 106. Schedule 8, paragraph 4 (SCC Archaeological Monitoring Contribution)

Obligations requiring compliance prior to Commencement

- 107. Schedule 1 (Councils' General Obligations)
- 108. Schedule 7, paragraph 2.1.2 (Construction Workforce Delivery Strategy - Site Operations / Site Services / Enabling Works Phase)
- 109. Schedule 7, paragraph 2.9.1 (Sizewell C Jobs Service)
- 110. Schedule 8, paragraph 4 (SCC Archaeological Service)
- 111. Schedule 16, paragraph 11.2 (Signage Strategy Consultation)
- 112. Schedule 16, paragraph 14 (Highway Work Audits)
- 113. Schedule 16, paragraph 15 (Highways Agreements)
- 114. Schedule 17, paragraph 2 (Governance)
- 115. Schedule 17, paragraphs 5.1 to 5.3 (Community Groups)

ANNEX D
FINANCIAL CONTRIBUTIONS TABLE

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
			Linked to Commencement Date	Other
Schedule 2, paragraph 2: East Suffolk Council Officer Support	£1,796,034	East Suffolk Council	<p>£178,409 on or before Commencement</p> <p>£120,940 annually on each anniversary of the Commencement Date during the Construction Period</p> <p>£57,479 annually on each anniversary of the Commencement Date for the first six years of construction</p>	
Schedule 2, paragraph 3: Suffolk County Council Officer Support	£1,788,000	Suffolk County Council	<p>£204,000 on or before Commencement</p> <p>£144,000 annually on each anniversary of the Commencement Date during the Construction Period</p>	
Schedule 2, paragraph 4: SZC	£3,600,000	East Suffolk Council	£150,000 on or before Commencement	

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
Support Contributions			£150,000 annually on each anniversary of the Commencement Date during the Construction Period	
		Suffolk County Council	£150,000 on or before Commencement £150,000 annually on each anniversary of the Commencement Date during the Construction Period	
Schedule 2, paragraph 5.1: Noise and Air Quality Monitoring	£93,412	East Suffolk Council	£10,000 on or before Commencement £10,748 on the first three anniversaries of the Commencement Date during the Construction Period £10,233.60 on the fourth to eighth anniversaries of the Commencement Date during the Construction Period	
Schedule 2, paragraph 5.4: Noise and Air Quality Monitoring Contingency	£348,734.40	East Suffolk Council		Up to £348,734.40 as and when approved by the Environment Review Group or the Transport Review Group

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
Schedule 2, paragraph 6: Public Information Portal	£25,000	East Suffolk Council	£25,000 on or before Commencement	
Schedule 3, paragraph 2: Housing Fund	£11,877,975	East Suffolk Council	<p>£220,000 on or before Commencement</p> <p>£220,000 on or before the first six anniversaries of the Commencement Date</p> <p>£500,000 on or before the first anniversary of the Commencement Date</p>	<p>£2,000,000 no later than one month following the date of the approval of the Private Housing Supply Plan by the Accommodation Working Group</p> <p>£1,139,661 on each anniversary of the date of the approval of the Private Housing Supply Plan prior to and including the sixth anniversary of that date</p> <p>£100,000 no later than one month following the date of the approval of the Tourist Accommodation Plan</p> <p>£81,819 on each anniversary of the date of the approval of the Tourist Accommodation Plan occurring during the Construction Period</p>
Schedule 3, paragraphs 3.1 and 4: Housing Contingency Fund (East Suffolk Council)	£10,140,000	East Suffolk Council	Up to £1,050,000 between the second anniversary of the Commencement Date and the end of the Construction Period as requested by the	<p>Up to £4,020,000 determined in accordance with paragraph 4.1.4, in the event of a breach of paragraph 4.1.1(B)</p> <p>Up to £4,020,000 determined in accordance with paragraph</p>

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
			Accommodation Working Group on an annual basis	4.1.4, in the event of a breach of paragraph 4.1.1(C) Up to £1,050,000 determined in accordance with paragraph 4.2.3, in the event of a breach of paragraph 4.2.1(B)
Schedule 3, paragraph 3.2: Housing Contingency Fund (Suffolk County Council)	£216,823	Suffolk County Council		Up to £216,823 determined in accordance with paragraph 3.2 in the event that a residential care home closes as a result of the Project
Schedule 4, paragraph 3: Police Contribution	£8,000,000	Suffolk County Council (for onward payment to the Suffolk Constabulary)	£227,142.08 on or before Commencement £326,657.08 on or before the first anniversary of the Commencement Date £923,747.08 on or before the second anniversary of the Commencement Date £923,747.08 on or before the third anniversary of the Commencement Date £923,747.08 on or before the fourth anniversary of the Commencement Date £1,023,262.08 on or before the fifth	

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
			anniversary of the Commencement Date £1,023,262.08 on or before the sixth anniversary of the Commencement Date £923,747.08 on or before the seventh anniversary of the Commencement Date £923,747.080 on or before the eighth anniversary of the Commencement Date £326,657.08 on or before the ninth anniversary of the Commencement Date £227,142.08 on or before the tenth anniversary of the Commencement Date £227,142.08 on or before the eleventh anniversary of the Commencement Date	
Schedule 4, paragraph 4: Fire and Rescue Service Contribution	£1,441,705.60	Suffolk County Council for the provision of the Suffolk Fire and Rescue Service	£60,914.88 on or before Commencement £35,914.88 on or before the first anniversary of the Commencement Date	

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING
			<p>£47,993.20 on or before each of the second, third, fourth and fifth anniversaries of the Commencement Date</p> <p>£72,993.20 on or before the sixth anniversary of the Commencement Date</p> <p>£47,993.20 on or before the seventh anniversary of the Commencement Date and each subsequent anniversary of the Commencement Date during the Construction Period</p> <p>£5,663.32 on or before Commencement and on each subsequent anniversary of the Commencement Date throughout the Construction Period</p> <p>£64,332 on or before Commencement and on each subsequent anniversary of the Commencement Date throughout the Construction Period</p>

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
Schedule 4, paragraph 5: Ambulance Service Contribution	£750,000	Suffolk County Council (for onward payment to the East of England Ambulance Service NHS Trust)	<p>£23,158 on or before Commencement and on or before the first anniversary of the Commencement Date</p> <p>£33,926 on or before the second anniversary of the Commencement Date and on or before each subsequent anniversary of the Commencement Date during the Construction Period</p> <p>£20,202 on or before Commencement and or before each anniversary of the Commencement Date during the Construction Period</p> <p>£122,000 on or before the second anniversary of the Commencement Date</p>	
Schedule 4, paragraph 6: Resilience Contributions	£100,000	Suffolk County Council (for onward payment to the Royal National Lifeboat Institution and East Anglian Air Ambulance)	<p>£50,000 on or before Commencement</p> <p>£50,000 on or before Commencement</p>	

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
<i>Schedule 4, paragraph 7: Police Reserve Fund</i>	<i>£1,500,000</i>	<i>Suffolk County Council (for onward payment to the Suffolk Constabulary)</i>		<i>£80,000 if the number of Estimated NHB Investigations is equal to or greater than the Budgeted NHB Investigations plus 32 (the Investigation Trigger); and £80,000 for every subsequent increment of 65 Estimated NHB Investigations above the Investigation Trigger unless otherwise advised by Suffolk Constabulary that this payment is deferred to subsequent Construction Years.</i>
<i>Schedule 4, paragraph 8: Emergency Services Contingency Contribution</i>	<i>£446,548</i>	<i>East Suffolk Council Suffolk County Council Suffolk County Council (for onward payment to Suffolk Constabulary, Suffolk Fire and Rescue and East of England Ambulance Service NHS Trust)</i>		<i>Up to £446,548 upon approval by SZC Co of a request from East Suffolk Council or Suffolk County Council as appropriate with maximum liability set in relation to different scenarios.</i>
<i>Schedule 4, paragraph 9: Suffolk Constabulary Facilities Contribution</i>	<i>£450,000</i>	<i>Suffolk County Council (for onward payment to the Suffolk Constabulary)</i>	<i>On or before Commencement the sum of £185,000 On or before Commencement and on or before each anniversary of the Commencement Date occurring during the</i>	

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
			Construction Period, the sum of £22,083	
Schedule 5, paragraph 2.1: Public Services Resilience Fund (Community Safety Resilience Measures)	£1,908,392	Suffolk County Council	<p>£128,032 within 3 months of the Commencement Date</p> <p>£88,133 on or before the first anniversary date of the Commencement Date</p> <p>£127,526 on or before the 1 May following the second anniversary of the Commencement Date</p> <p>£160,524 on or before the 1 May following the third anniversary of the Commencement Date</p> <p>£222,419 on or before the 1 May following the fourth anniversary of the Commencement Date</p> <p>£247,158 on or before the 1 May following the fifth anniversary of the Commencement Date</p> <p>£276,521 on or before the 1 May following the sixth anniversary of the Commencement Date</p> <p>£235,557 on or before the 1 May following the</p>	

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
			<p>seventh anniversary of the Commencement Date</p> <p>£170,090 on or before the 1 May following the eighth anniversary of the Commencement Date</p> <p>£94,244 on or before the 1 May following the ninth anniversary of the Commencement Date</p> <p>£83,907 on or before the 1 May following the tenth anniversary of the Commencement Date</p> <p>£74,281 on or before the 1 May following the eleventh anniversary of the Commencement Date</p>	
Schedule 5, paragraph 2.2: Public Services Resilience Fund (Local Community Safety Measures)	£1,601,960	East Suffolk Council	<p>£395,324 within 3 months of the Commencement Date or on or before the 1 May following Commencement (if earlier)</p> <p>£128,331 annually from the first anniversary of the Commencement Date until the sixth anniversary of the Commencement date on or before each 1 May</p>	

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
			£87,330 annually from the seventh anniversary of the Commencement Date until the end of the Construction Period on or before each 1 May	
Schedule 5, paragraph 2.3: Public Services Resilience Fund (Social Care Resilience Measures - Adult Community Services)	£2,077,188	Suffolk County Council	<p>£17,593 on or before the first anniversary of the Commencement Date</p> <p>£17,593 on or before the 1 May following the second anniversary of the Commencement Date</p> <p>£342,544 on or before the 1 May following the third, fourth and fifth anniversaries of the Commencement Date</p> <p>£342,544 on or before the 1 May following the sixth anniversary of the Commencement Date</p> <p>£342,544 on or before the 1 May following the seventh anniversary of the Commencement Date</p> <p>£299,609 on or before the 1 May following the eighth anniversary of the Commencement Date</p> <p>£15,592 on or before the 1 May following the ninth</p>	

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
			<p>anniversary of the Commencement Date</p> <p>£9,658 on or before the 1 May following the tenth anniversary of the Commencement Date</p> <p>£4,422 on or before the 1 May following the eleventh anniversary of the Commencement Date</p>	
<i>Schedule 5, paragraph 2.4: Public Services Resilience Fund (Social Care Resilience Measures - Adult Community Services Contingency)</i>	£1,000,000	<i>Suffolk County Council</i>		<i>Up to £1,000,000 as and when notified by the Community Safety Working Group that there has been a material increase in the cost of commissioning home care services in parishes within 10 miles from the Main Development Site</i>
Schedule 5, paragraph 2.5: Public Services Resilience Fund (Social Care Resilience Measures – Children and Young People's Services)	£1,920,814	Suffolk County Council	<p>£1,226 on or within 3 months of the Commencement Date</p> <p>£61,628 on or before the first anniversary of the Commencement Date</p> <p>£64,135 on or before the 1 May following the second anniversary of the Commencement Date</p>	

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING
			<p>£302,781 on or before the 1 May following the third anniversary of the Commencement Date</p> <p>£305,886 on or before the 1 May following the fourth anniversary of the Commencement Date</p> <p>£307,469 on or before the 1 May following the fifth anniversary of the Commencement Date</p> <p>£309,236 on or before the 1 May following the sixth anniversary of the Commencement Date</p> <p>£306,772 on or before the 1 May following the seventh anniversary of the Commencement Date</p> <p>£157,743 on or before the 1 May following the eighth anniversary of the Commencement Date</p> <p>£54,567 on or before the 1 May following the ninth anniversary of the Commencement Date</p> <p>£33,845 on or before the 1 May following the tenth anniversary of the Commencement Date</p>

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
			£15,526 on or before the 1 May following the eleventh anniversary of the Commencement Date	
Schedule 5, paragraph 2.6: Public Services Resilience Fund (Social Care Workforce Resilience Planning Measures)	£100,000	Suffolk County Council	£100,000 within 3 months of the Commencement Date	
Schedule 5, paragraph 2.7: Public Services Resilience Fund (School and Early Years Resilience Measures)	£1,059,660	Suffolk County Council	<p>£61,305 within 3 months of the Commencement Date or on or before the 1 May following Commencement (if earlier)</p> <p>£61,305 annually on or before each 1 May following the first anniversary of the Commencement Date until the end of the Construction Period</p>	Up to a maximum of £29,454.55 per year and up to £324,000 overall as and when notified by the Community Safety Working Group that there is an additional demand for resources caused directly by the Project.
Schedule 5, paragraph 4: School and Early Years Capacity Contribution	£1,920,252	Suffolk County Council		Up to a maximum of £1,920,252 as approved by the Social Review Group in accordance with paragraph 4

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
Schedule 5, paragraph 5: School and Early Years Capacity Contingency Contribution	£2,169,102	Suffolk County Council		Up to £2,169,102 as and when approved by the Social Review Group
Schedule 6, paragraph 3: Residual Healthcare Contribution	£1,112,618	Suffolk County Council	<p>£200,000 on or before Commencement</p> <p>£200,000 on or before the second anniversary of the Commencement Date</p> <p>£270,000 on or before the fifth anniversary of the Commencement Date</p> <p>£310,000 on or before the seventh anniversary of the Commencement Date</p> <p>£132,618 on or before the ninth anniversary of the Commencement Date</p>	
Schedule 6, paragraph 4: Health and Wellbeing Officer Contribution	£447,697	Suffolk County Council (for onward payment to the Ipswich and East Suffolk Clinical Commissioning Group (or successor body))	<p>£113,461 on or before Commencement</p> <p>£170,191 on or before the second anniversary of the Commencement Date</p> <p>£113,461 on or before the fifth anniversary of the Commencement Date</p>	

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
			£50,584 on or before the seventh anniversary of the Commencement Date	
Schedule 6, paragraph 5: GP Contribution	£16,900	Suffolk County Council (for onward payment to the Ipswich and East Suffolk Clinical Commissioning Group (or successor body))	<p>£2,600 on or before Commencement</p> <p>£3,900 on or before the second anniversary of the Commencement Date</p> <p>£2,600 on or before the fifth anniversary of the Commencement Date</p> <p>£2,600 on or before the seventh anniversary of the Commencement Date</p> <p>£5,200 on or before the ninth anniversary of the Commencement Date</p>	
Schedule 7, paragraph 2.7: Asset Skills Enhancement and Capability Fund	£7,800,000	Suffolk County Council		In four instalments, each relating to a particular Construction Phase and each to be paid within 30 days of the date that the Employment, Skills and Education Working Group approves the first Annual Skills Implementation Plan relating to that Construction Phase
Schedule 7, paragraph 2.3: Regional Skills Co-ordination Function	£1,300,000	Suffolk County Council		In equal instalments or annual instalments proposed by Suffolk

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
				County Council and approved by the ESEWG
Schedule 7, paragraph 2.6: Sizewell C Bursary Scheme	£750,000	n/a		Annually in accordance with the relevant Annual Skills Implementation Plan
Schedule 7, paragraph 2.4: Sizewell C Employment Outreach Fund	£1,600,000	Suffolk County Council		During the Construction Period in equal annual instalments or such alternative annual instalments as are approved in the Annual Skills Implementation Plan
<i>Schedule 7, paragraph 2.5: Sizewell C Employment Outreach Contingency Fund</i>	£400,000	<i>Suffolk County Council</i>		<i>In the event that the ESEWG determines that the Number of Additional Sizewell C Employment Outreach Placements is greater than or equal to one</i>
Schedule 7, paragraphs 2.8 and 3.1.7: Asset Skills Enhancement and Capability Investments	£5,000,000	Suffolk County Council		In accordance with the Annual Skills Implementation Plans
Schedule 7, paragraph 5.1:	£1,820,000	East Suffolk Council	£140,000 on or before Commencement and annually thereafter on the	

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
Economic Development			anniversary of the Commencement Date until the end of the Construction Period	
Schedule 7, paragraph 5.2: Economic Development Business Support Service	£2,340,000	East Suffolk Council	£180,000 on or before Commencement and annually thereafter on the anniversary of the Commencement Date until the end of the Construction Period	
Schedule 7, paragraph 5.3: Business Support Fund	£1,000,000	East Suffolk Council		Up to £1,000,000 as and when requested for onward payment to successful applicants
Schedule 8, paragraph 3.1: Leiston Abbey Site (First Site)	£100,000	East Suffolk Council (for onward payment to RSPB)	£80,000 on or before Commencement £20,000 on or before the eighth anniversary of the Commencement Date	
Schedule 8, paragraph 3.2: Leiston Abbey Site (Second Site)	£1,240,224	East Suffolk Council (for onward payment to the Historic Buildings and Monuments Commission for England)	£654,134 on or before Commencement £436,090 on or before the first anniversary of the Commencement Date £90,000 on or before Commencement	

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
			£60,000 on or before the first anniversary of the Commencement Date	
Schedule 8, paragraph 4: SCC Archaeological Monitoring Contribution	£288,750	Suffolk County Council		Within 30 days of the presentation of invoices
Schedule 10, paragraph 2: Leiston Sports Facilities	Up to £1,092,000	East Suffolk Council	£75,000 on or before Commencement	Up to £1,017,000 within 30 days of presentation of invoice confirming amount of remainder in accordance with paragraph 2.2.2
Schedule 10, paragraph 2.4: Annual Maintenance Payment	Up to £660,000	East Suffolk Council		Annually £55,000 from first use of Leiston Sports Facilities until the end of Construction Period
Schedule 11, paragraph 2.2: Natural Environment Improvement Fund	£9,703,300	Suffolk County Council (for onward payment to the successful bidders)		As and when requested and approved by the Natural Environment Awards Panel
Schedule 11, paragraph 3.1: Land Management and Skills Scheme	£425,000	East Suffolk Council	£25,000 on or before Commencement and £25,000 annually thereafter for the duration of the Construction Period and the following five years	

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
Schedule 11, paragraphs 4: Project Officers	£1,871,700	Suffolk County Council (for onward payment to SCHAONB)	£57,000 on or before Commencement and annually thereafter until the end of the Construction Period and the following three years £67,780 on or before Commencement and annually on the anniversary of the Commencement Date until the end of the Construction Period and the following three years	
<i>Schedule 11, paragraph 6: European Sites Access Contingency Fund</i>	<i>£2,000,000</i>	<i>East Suffolk Council (for onward payment to RSPB, National Trust, Natural England, Forestry England or Suffolk Wildlife Trust)</i>		<i>Up to £2,000,000 subject to approval by the Environment Review Group</i>
Schedule 11, paragraph 7: Recreational Disturbance Avoidance Mitigation Contribution	£150,000	East Suffolk Council		On or before first occupation of the Accommodation Campus or the LEEIE Caravan Park, whichever occurs earlier
<i>Schedule 11, paragraph 8: Fen Meadow Contingency Fund</i>	<i>£3,000,000</i>	<i>East Suffolk Council</i>		<i>On the eleventh anniversary of Commencement of Work No. 1A in Schedule 1 to the Development Consent Order, unless the Ecology Working Group determines that the Fen</i>

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
				<i>Meadow Target Quantum has been met</i>
Schedule 11, paragraph 9: Eel and Fish Monitoring and Migration	£500,000	Environment Agency		On or before Commencement of Work No. 2A-2F (cooling water infrastructure)
<i>Schedule 11, paragraph 9: Fish Contingency Fund</i>	<i>£750,000</i>	<i>Environment Agency</i>		<i>Subject to approval by the Marine Technical Forum</i>
Schedule 11, paragraph 12 Farmland Bird Mitigation Fund	£300,000	East Suffolk Council for onward payment to landowners	£100,000 on or before Commencement, and annually on or before the first two anniversaries of the Commencement Date	
Schedule 13, paragraph 2.1: National Trust Dunwich Heath and Coastguard Cottages Resilience Fund	£851,365	East Suffolk Council (for onward payment to the National Trust)	£595,955.50 on or before Commencement £255,409.50 on or before the sixth anniversary of the Commencement Date	
Schedule 13, paragraph 2.2: Pro Corda Resilience Fund	£500,000	East Suffolk Council (for onward payment to the Pro Corda)	£364,000 on or before Commencement £136,000 on or before the third anniversary of the Commencement Date	
Schedule 13, paragraph 2.3: RSPB Resilience Fund	£2,520,000	East Suffolk Council (for onward payment to RSPB)	£2,142,000 on or before Commencement	

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
			£378,000 on or before the sixth anniversary of the Commencement Date	
Schedule 14, paragraph 2: Sizewell C Community Fund	£23,000,000	Paid to and applied by the Suffolk Community Foundation (or an alternative trust)	£2,000,000 on or before Commencement £1,900,000 annually on each anniversary of the Commencement Date occurring during the Construction Period	
Schedule 15, paragraph 2: Tourism Support Resources	£3,000,000	East Suffolk Council	£200,000 on or before Commencement and thereafter annually on or before the first to fourteenth anniversaries of the Commencement Date	
Schedule 15, paragraph 3: Tourism Fund	£9,000,006	East Suffolk Council	£1,000,000 on or before Commencement £571,429 annually on each anniversary of the Commencement Date on or before the first to fourteenth anniversaries of the Commencement Date	
Schedule 16, paragraphs 4.6 and 4.7:	£1,645,000	Suffolk County Council		Up to £1,645,000 as and when requested by the Transport

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
<i>Contingent Effects Fund</i>				<i>Review Group in accordance with paragraphs 4.6 and 4.7</i>
Schedule 16, paragraph 5.1.3: PROW Fund	£2,500,000	Suffolk County Council	£2,500,000 on or before Commencement	
<i>Schedule 16, paragraph 7.2: Highway Structural Maintenance Contribution</i>	£585,133	<i>Suffolk County Council</i>		<i>In the event that the results of any deflectograph condition survey demonstrate that the Maintenance Area requires maintenance works to mitigate the impact of Sizewell C construction traffic.</i>
Schedule 16, paragraph 8.1: A12 Contribution	£2,336,820	Suffolk County Council	£2,336,820 on or before Commencement	
Schedule 16, paragraph 9.1: Leiston Cycling and Walking Contribution	£728,185	Suffolk County Council	£468,185, on or before Commencement	£260,000, within 30 days of receipt from Suffolk County Council during the Construction Period of evidence to the satisfaction of SZC Co (acting reasonably) that the Leiston Route 3 Scheme is deliverable
Schedule 16, paragraph 13: AIL Contributions	£10,000,000	Suffolk County Council for onward payment to Suffolk Constabulary	£1,643,226 on or before Commencement £1,643,226 on or before each anniversary of the Commencement Date until such time as both the Sizewell Link Road and the Two Villages Bypass are open to the public.	

CONTRIBUTION	TOTAL	RECIPIENT(S)	PHASING	
Schedule 16, paragraph 14: Highway Technical Approval and Inspection Fees	% of the Bond Value	Suffolk County Council		In accordance with the instalments set out in paragraph 14
TOTALS (EXCLUDING HIGHWAY TECHNICAL APPROVAL AND INSPECTION FEES)				
Including contingency	£158,666,238			
Excluding contingency	£146,271,721			

Note: Contingent sums are shown in *italics*

ANNEX E

HEALTH AND WELLBEING: KEY PERFORMANCE INDICATORS

The key performance indicators for the Project on which the Health and Wellbeing Working Group shall report to the Social Review Group are outlined below. This represents the minimum set of key performance indicators that will be used. The Health and Wellbeing Working Group may agree additional measures from time to time.

Part 1: SZC Co shall provide the following information:

- Total Sizewell Health appointments
- Sizewell Health appointments in respect of the following:
 - Treatment services
 - Health surveillance
 - Fitness for work
 - GP and OH physician
 - Case management
 - Drug and alcohol testing
 - Pre-placement
 - Physio
 - Display Screen Equipment
- On-site GP appointments:
 - Total
 - Non-home-based referrals to local GP
 - Homebased
- GP Onward Referrals and Investigations:
 - Private prescriptions
 - Private x-ray
 - Private ophthalmology
 - Private blood tests
 - Private physio
- Treatment interventions:
 - Non-home based referrals - hospital
 - Home-based referrals - hospital
 - Ambulance call-outs (and conveyance)
- Sizewell C Construction Workforce:
 - Total number of construction workers
 - Home-based / non-home-based split
 - Total number of dependants / families (including age for Workforce Children)
- Health and Wellbeing Incidents - So far as it is appropriate for SZC Co to share the following information with the Health and Wellbeing Working Group and at the sole discretion of SZC Co:
 - Number of incidents resulting in the need for medical intervention
 - Summary of preventative initiatives such as health promotion campaigns, training events being undertaken (if any)

- Analysis of incidents and measures being taken to avoid or reduce the risk of future incidents (if any)

Part 2: The Health and Wellbeing Officer shall provide the following information:

- Population Health - to include but not be limited to:
 - Identification of opportunities to align other mitigation measures, such as the Sizewell C Community Fund, with the ambitions of the Suffolk and North East Essex Integrated Care System (<https://www.sneeics.org.uk/thinking-differently/overview/>) to promote improved health and wellbeing and reduce health inequalities.
 - Review of population health data and trends to identify change in local circumstance and healthcare provision.
 - Explore how collaboration with the Project could deliver positive change aligned to wider population health campaigns / initiatives such as the Integrated Care System Anchor Programme (<https://www.sneeics.org.uk/thinking-differently/anchor-institutions/>) .
- The usage and effectiveness of the Residual Healthcare Contribution.

ANNEX F
SZC SUPPLY CHAIN WORK PLAN

The Voice of Business

20210601-SZC Supply Chain Work Plan Jun-Dec 2021

1 June 2021

SZC Co Supply Chain Personnel

SUFFOLK CHAMBER OF COMMERCE – SIZEWELL C SUPPLY CHAIN ENGAGEMENT WORK PLAN JUN- DEC 2021

Introduction

1. Suffolk Chamber of Commerce (SCoC) is uniquely positioned between SZC Co and the Suffolk local and regional supply chain and has been commissioned by SZC Co to conduct Supply Chain Engagement. SCoC is required to communicate with supply chain providers and deliver events on behalf of SZC Co. The following document articulates the strategy that SCoC Supply Chain Engagement Team will apply in order to maintain and manage supply chain communication and the approach to event delivery.

Background

2. SCoC developed and built the local/regional supplier data portal www.sizewellcsupplychain.co.uk. Local supply chain engagement activity has identified local suppliers and their capability and encouraged enrolment on to the data portal to deliver a consolidated database of service providers to SZC Co. SCoC Supply Chain Co-ordinator maintains the portal to ensure accurate and timely information to Tier 1 and Tier 2 contractors regarding supply chain capability in order that, when searching the portal, they are able to map work packages to local and regional service providers.

KPI

3. The necessity to include KPI is recognised as a way of measuring progress and supporting the team's accountability for meeting specific outputs. However, until such time as the Final Investment Decision (FID) is made by SZC Co, specific metrics will not be applied to the team. Once FID is made by SZC Co and the viability and authorisation for the project has been confirmed by HMG, the Head of SZC Supply Chain Engagement, in consultation with the SZC Senior Supply Chain Lead, specific metrics will be laid out.

Work Plan

4. This Work Plan is designed to be used as a framework for the Suffolk Chamber of Commerce's Supply Chain Engagement Team to focus their outputs in support of the Sizewell C Project. This document is neither rigid nor comprehensive and may need to be flexible in response to changing circumstances in project progression. This document is

The Voice of Business

agnostic of leadership changes but will be supportive as a handover document as required. The Work Plan is not linked to KPIs.

5. The activities within this plan are neither time-barred nor programmed but represent a reasonable snap-shot of Business as Usual (BAU) for the Sizewell C Supply Chain Engagement team.

6. In consultation with the Sizewell C Senior Supply Chain Lead, this document should be refreshed every 6 months to ensure that tactical delivery of the over-arching strategic aims of the Sizewell C Project are maintained by the Sizewell C Supply Chain Engagement Team.

7. The key outputs of this work plan are as follows:

- a. **Supply Chain Engagement.** It is essential to the continuing viability of the local and regional supply chain that the breadth of capabilities and the number of registered companies on the supply chain database, continues to increase. Increasing breadth, capability and volume maximises the opportunities for local and regional businesses to win work at Sizewell C. To support this goal, SCoC will conduct gap analysis on all portal capabilities to assess areas of need and conduct targeted engagement to ensure that businesses with under-represented capabilities can be attracted to register.
- b. **Stakeholder Management.** As an extension of the existing remit, there remains the requirement for SCoC to conduct continued relationship management with existing Supply Chain Portal registered businesses and positive engagement with the local business community maintain their interest in, and understanding of, the Sizewell C Project.
- c. **Stakeholder Mapping.** In order to support the SCoC's engagement role it is important to have a profound understanding of the local and regional business landscape. Mapping this landscape will be a force multiplier to this understanding and highlight all organisations that will play a role as stakeholders as the project progresses. These include, but are not limited to, other county and regional Chambers and membership organisations who we can mutually support to help understand the opportunities. The stakeholder map will be a live document that will keep being added to.
- d. **Work Package Supplier Matching.** To support the delivery of a local and regional supply chain, the SCoC will undertake work package supplier matching services on behalf of the project. Throughout the project, SCoC will be presented with work packages by Civil Works and MEH alliance companies. SCoC will interrogate the supply chain portal to match registered companies with the necessary capabilities to those work packages before present a return to the requester. This service maximises the exposure of local and regional companies to the civil works alliance and increases the opportunity for them to win contracts.
- e. **Supply Chain Analysis.** In response to a supplier matching request, to present the civil works or MEH alliance with a comparative understanding of company capabilities, SCoC will conduct an analysis of the breadth of fields related to each company. This analysis will help present an understanding of each company in terms of size, scalability, turnover and breadth of capabilities. This analysis presents an indicative understanding of each company only and should not be used for suitability assessment purposes.

f. **Communications:** SCoC will conduct engagement of local companies via a range of marketing and communications mechanisms to sign up to the Sizewell C supply chain portal, participate in Sizewell C supply chain related events/training/education/adviser sessions.

i. In addition, SCoC agrees to actively publicise local business 'Good News Stories' arising from their participation in SZC and/or the Associated Developments¹².

ii. In consultation with SZC Co, the SCoC Supply Chain Engagement team will support SZC Co in actively publicising local business 'good news' stories arising from their participation in SZC and/or associated developments. Existing communication channels will be used, such as Chamber Voice, joint media releases and social media, whilst other interactive platform use will be explored.

g. **Event Planning and Delivery**¹³: SCoC agrees to organise and deliver targeted events articulated in Annex A. This series of events will bring together the buyer and supplier communities, building their networks and creating opportunities for organisations to discuss research and collaboration for the nuclear new build contracts.

h. **Skills:** Whilst this area sits with Suffolk County Council, and the FE and HE institutions, the SCoC can support by way of running a series of skills events, including:

i. Apprenticeships and School fairs – meet SZC Co and T1s – careers of the future.

ii. Recruitment fairs, that direct opportunities for people to hear from T1s regarding skills needs and job opportunities.

8. Concurrent to the above defined activity, and the fundamental role of SCoC, will be supporting and advising the local and regional business community with regards to preparedness to support the Sizewell C Project. SCoC will also use our pivotal position between the local and regional business community and Sizewell C, to draw together key stakeholder organisations for mutually beneficial engagement opportunities.

GBH DAVIES

**Head of SZC Supply Chain Engagement
Suffolk Chamber of Commerce**

Annex:

A. Proposed SZC Supply Chain Engagement Events

¹² The Hinkley Point C project may be referenced as a case study of what has been achieved in that region to promote the positive benefits the project will/can bring.

¹³ Dependent upon changing Covid-19 restrictions, SCoC will investigate substituting physical events with webinars or recorded interviews for use on the portal.

Annex A to
20210601- SZC Supply Chain Work Plan Jun-Dec 2021
Dated 1 June 2021

PROPOSED SZC SUPPLY CHAIN ENGAGEMENT EVENTS

1. To support the local and regional supply chain, SCoC will deliver events¹⁴ that advise the local and regional business community how to align themselves to be in a more advantageous position to be able to win contracts in support of the Sizewell C Project. These events will be spread throughout the year¹⁵ and will continue to increase awareness and understanding regarding the requirements to support the Sizewell C Supply Chain.

2. Some events such as Meet the Buyer events should be timed to coincide with strategic milestones or the programme of works as per the TORPS. An example of these time sensitive events is the necessity to deliver a Meet the Buyer event for the Site Services work packages. Site services are those elements of the project that will support the daily running of the construction site and must be in place prior to construction beginning.

3. It is recommended that the following time Sensitive Events are delivered by the end of Q4 2021.

a. Meet the Buyer - Site Services

- Catering requirements (Suffolk Larder)
 - Exploring opportunities for caterers/producers
 - Partnership working event with key SZC Co speaker.
- Modular Accommodation
- Accommodation Services (Host)
- Logistics Requirements
 - Freight consolidation
 - Control tower and geo-fencing
 - Movement limitations
- Bussing Services
 - Hydrogen Bussing
 - Park and Ride

b. Meet the Buyer – Early Works

- Advance Works
- Ecology
- Archaeology
- UXO Clearance
- Site Establishment

¹⁴ All events are subject to SZC Co Approval

¹⁵ Events will not necessarily be delivered in the order in which they are displayed in this annex.

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- Piling
- 132Kw Electrical System
- Heras Fencing
- Associated Development
 - Park and Ride
 - Yoxford Roundabout
 - 2-Villages bypass

4. Many of these events are not time sensitive and could be delivered at an even tempo throughout the year to support the broader understanding of the project.

5. There are opportunities for SCoC to deliver related interest events using local businesses to provide additional expertise. Whilst it is unlikely that there will be a budget to pay for this support there will be opportunities for those supporting companies to present their expertise in a way they might win contracts with those companies in the audience.

6. Additional, non time-sensitive events could include:

a. **Is Your Company Ready to Secure Work at Sizewell C?**

- Introduction from SZC Co
- T1 Contractor to provide speaker to articulate how that company procures/standards required.
- Miles Vartan of Vartan Consultancy. Regulatory alignment: ISO standards and how to achieve them.
- SZC Supply Chain Engagement Manager to define capability assessments and how a company is validated.
- Q&A channelled through the facilitator

b. **Energy Security¹⁶**

- Keeping the lights on
- The road to net zero
- Creating a carbon zero town in Suffolk

c. **Fit 4 Nuclear – The Hallmark of Business Excellence**

- Including nuclear capability, nuclear standards, pricing
- Talk to a company that has achieved F4N
- Take examples from the experience at HPC

d. **The NSAN Nuclear Readiness Programme**

- Including nuclear quality requirements
- Case study from a local company who has undertaken the NSAN NRP
- Course delivery and financing

¹⁶ This could possibly be run as a joint event with EEEGR

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- e. **Women in Nuclear**
 - Achieve diversity to help the industry thrive.
 - Ambassador network – mentoring, coaching, role models, inspire
 - Apprentices, Graduate to senior team members release the potential of women in nuclear
- f. **Understanding NEC3 Contracts**
- g. **Your Road Map to Net Zero**
- h. **Creating Winning Partnerships – Creating a Joint Venture**
 - Understanding the legal governance
 - Financing a Joint Venture
- i. **Strong bids and winning tenders workshop**
 - Are you fit to bid?
 - Raise your game
 - Science and art of writing bids and tendering
- j. **Follow our lead**
 - Hearing from companies that have been through the process e.g. Birketts, Poundfield Products, Ovivo, Ardent
- k. **Routes to market**
 - Business development training
 - Help SMEs to focus on the opportunities
 - Preparation of Post FID work business development work packages including offering "Tender ready" and "Quality requirements" seminars for local businesses.

ANNEX G
B1122 PROPERTIES

The following properties are the "B1122 Properties":

1 ROOKERY COTTAGES, MIDDLETON ROAD, YOXFORD, IP17 3LG
2 ROOKERY COTTAGES, MIDDLETON ROAD, YOXFORD, IP17 3LG
ROOKERY COTTAGE, MIDDLETON ROAD, YOXFORD, IP17 3LF
SUNNY PATCH, MIDDLETON ROAD, YOXFORD, IP17 3LF
THE OLD BARN, MIDDLETON ROAD, YOXFORD, IP17 3LG
1 HOPTON YARD, MIDDLETON ROAD, YOXFORD, IP17 3LG
2 HOPTON YARD, MIDDLETON ROAD, YOXFORD, IP17 3LG
3 HOPTON YARD, MIDDLETON ROAD, YOXFORD, IP17 3LG
4 HOPTON YARD, MIDDLETON ROAD, YOXFORD, IP17 3LG
HONEYCROFT, MIDDLETON ROAD, YOXFORD, IP17 3LG
1 MIDDLETON ROAD, YOXFORD, IP17 3LH
2 MIDDLETON ROAD, YOXFORD, IP17 3LH
3 MIDDLETON ROAD, YOXFORD, IP17 3LH
4 MIDDLETON ROAD, YOXFORD, IP17 3LH
2 BEVERICHE MANOR COTTAGES, MIDDLETON ROAD, YOXFORD, IP17 3LJ
1 BEVERICHE MANOR COTTAGES, MIDDLETON ROAD, YOXFORD, IP17 3LJ
TOLLGATE, MIDDLETON MOOR, MIDDLETON, SAXMUNDHAM (IP17 3LN)
THE COTTAGE, MIDDLETON MOOR, MIDDLETON, SAXMUNDHAM
SUNCOT, MIDDLETON MOOR, MIDDLETON, IP17 3LN
WESTVIEW, MIDDLETON MOOR, MIDDLETON, IP17 3LN
2 MIDDLETON MOOR, MIDDLETON, IP17 3LN
1 MIDDLETON MOOR, MIDDLETON, IP17 3LN
DUTHIE COTTAGE, MIDDLETON MOOR, MIDDLETON, IP17 3LN
DAISY COTTAGE, MIDDLETON MOOR, MIDDLETON, IP17 3LN
THE WILLOWS, MIDDLETON MOOR, MIDDLETON, IP17 3LN
WHITE HOUSE, MIDDLETON MOOR, MIDDLETON, IP17 3LN
WILLOW COTTAGE, MIDDLETON MOOR, MIDDLETON, IP17 3LN
MOOR FARMHOUSE, MIDDLETON MOOR, MIDDLETON,
MALLARDS, MIDDLETON MOOR, MIDDLETON, IP17 3LN
THATCHED HOUSE, MIDDLETON MOOR, MIDDLETON, SAXMUNDHAM
CROSSROADS COTTAGE, YOXFORD ROAD, MIDDLETON, IP17 3LR
GARDEN HOUSE, YOXFORD ROAD, MIDDLETON, IP17 3LR
GARDEN HOUSE FARM, MIDDLETON, SAXMUNDHAM (IP17 3LU)
PINE TREE COTTAGE, MILL STREET, MIDDLETON, IP17 3LU
GOLDEN ACRES, LEISTON ROAD, MIDDLETON, IP17 3LY
HILL COTTAGE, LEISTON ROAD, MIDDLETON, IP17 3LY

ROSE COTTAGE, LEISTON ROAD, MIDDLETON, SAXMUNDHAM, IP17 3LY
 ROSEATE COTTAGE, LEISTON ROAD, MIDDLETON, SAXMUNDHAM, IP17 3LY
 HILL FARM, LEISTON ROAD, MIDDLETON, IP17 3NA
 VALLEY FARM HOUSE, LEISTON ROAD, MIDDLETON, IP17 3NA
 ANNESONS COTTAGE, ANNESONS CORNER, MIDDLETON, IP17 3NB
 1 CORONATION COTTAGES, ANNESONS CORNER, MIDDLETON,
 2 CORONATION COTTAGES, ANNESONS CORNER, MIDDLETON,
 5 PUMP COTTAGES, LEISTON ROAD, THEBERTON, LEISTON, IP16 4RA
 4 PUMP COTTAGES, LEISTON ROAD, THEBERTON, LEISTON, IP16 4RA
 3 PUMP COTTAGES, LEISTON ROAD, THEBERTON, LEISTON, IP16 4RA
 2 PUMP COTTAGES, LEISTON ROAD, THEBERTON, LEISTON, IP16 4RA
 1 PUMP COTTAGES, LEISTON ROAD, THEBERTON, LEISTON, IP16 4RA
 OLD MANOR HOUSE
 3 IVY COTTAGE, LEISTON ROAD, THEBERTON,
 2 IVY COTTAGE, LEISTON ROAD, THEBERTON,
 1 IVY COTTAGE, LEISTON ROAD, THEBERTON, LEISTON, IP16 4RX
 MANOR COTTAGE, LEISTON ROAD, THEBERTON, LEISTON, IP16 4RX
 WEYHILL, MAIN ROAD, THEBERTON, LEISTON (IP16 4RX)
 HILLSIDE, MAIN ROAD, THEBERTON, LEISTON (IP16 4RX)
 CROSSTREES, MAIN ROAD, THEBERTON, LEISTON (IP16 4RX)
 THE BUNGALOW, MAIN ROAD, THEBERTON, LEISTON (IP16 4RX)
 THE COTTAGE, LEISTON ROAD, THEBERTON, LEISTON, IP16 4RU
 THE COACH HOUSE, THEBERTON, LEISTON (IP16 4RU)
 YEW TREE HOUSE, LEISTON ROAD, THEBERTON, LEISTON, IP16 4RU
 FORGE COTTAGE, LEISTON ROAD, THEBERTON, LEISTON, IP16 4RU
 THE OLD FORGE, LEISTON ROAD, THEBERTON, LEISTON, IP16 4RU
 COOPER PEDY, LEISTON ROAD, THEBERTON, LEISTON, IP16 4RU
 SUNNY HILL, THEBERTON, LEISTON (IP16 4RU)
 FLINT COTTAGE, LEISTON ROAD, THEBERTON, LEISTON
 ALDE HOUSE, LEISTON ROAD, THEBERTON, LEISTON, IP16 4RU
 FOUR SEASONS, THEBERTON, LEISTON (IP16 4RU)
 WALNUT COTTAGE, THEBERTON, LEISTON (IP16 4RU)
 FIELD VIEW, LEISTON ROAD, THEBERTON, IP16 4RU
 THE GRANARY, LEISTON ROAD, THEBERTON, LEISTON, IP16 4RX
 GLEBE HOUSE, LEISTON ROAD, THEBERTON, LEISTON, IP16 4RX
 BARDS HOUSE, LEISTON ROAD, THEBERTON, LEISTON, IP16 4RU
 MILL REACH, LEISTON ROAD, THEBERTON, LEISTON, IP16 4RU
 MILL COTTAGE, LEISTON ROAD, THEBERTON, LEISTON, IP16 4RU
 1 DOUGHTY WYLIE CRESCENT, THEBERTON, LEISTON, IP16 4RT
 15 DOUGHTY WYLIE CRESCENT, THEBERTON, LEISTON, IP16 4RT
 16 DOUGHTY WYLIE CRESCENT, THEBERTON, LEISTON (IP16 4RT)
 MOLES MEADOW, MIDDLETON, SAXMUNDHAM, IP17 3LU

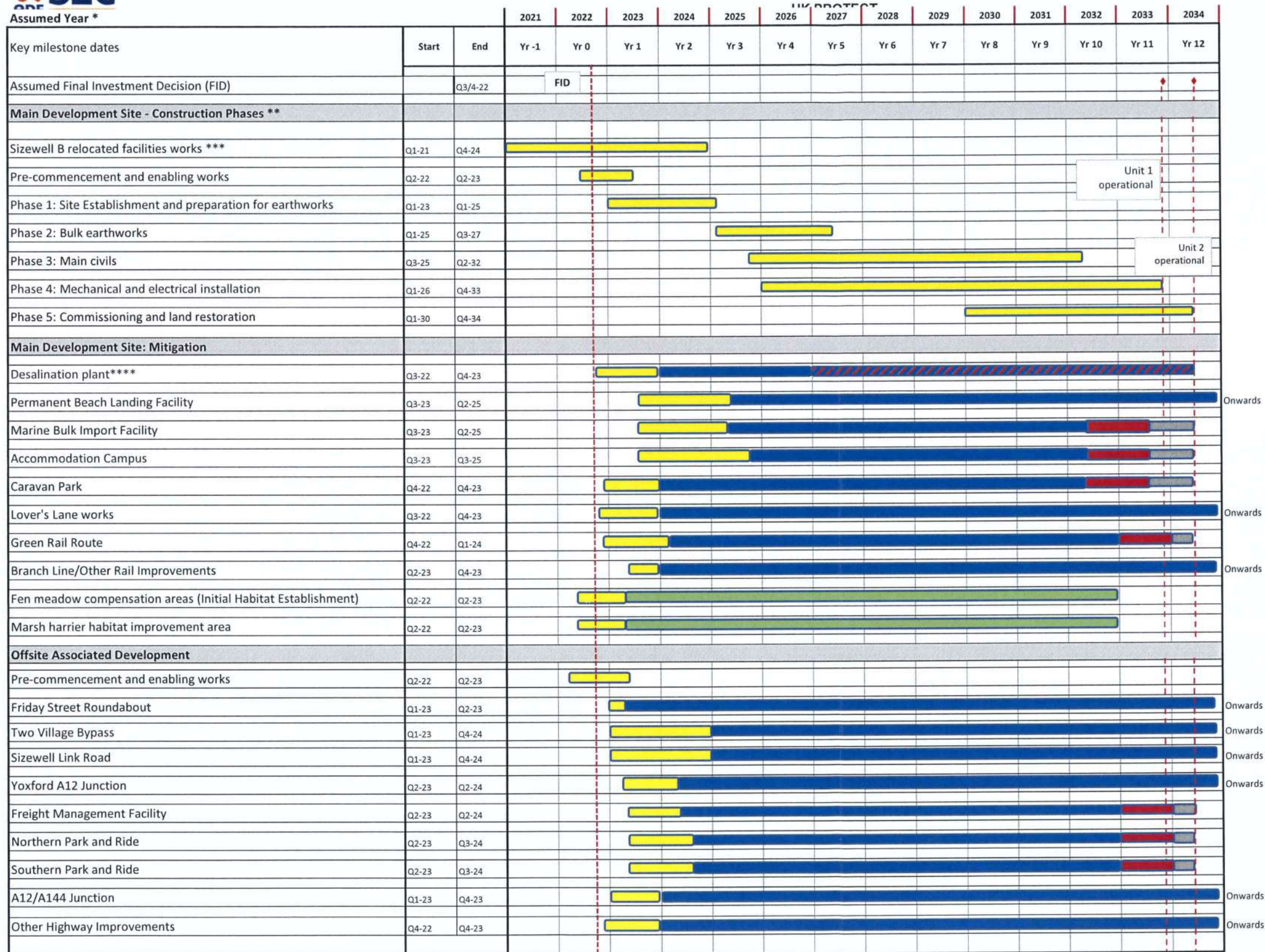
MILL LODGE, MILL STREET, MIDDLETON, IP17 3LX

THE OLD THATCHED HOUSE, CHURCH ROAD, THEBERTON, LEISTON, IP16 4SA

MIDDLETON CROSSING, MIDDLETON ROAD, YOXFORD, IP17 3LG

CHURCH COTTAGE, CHURCH ROAD, THEBERTON, IP16 4SA

ANNEX H IMPLEMENTATION PLAN









Notes:

* Dates noted above assume DCO being granted April 2022 and free of legal challenge

** Please note that the Construction phases are shown for illustrative purposes only. The sequence of construction works, as set out in the Construction Method Statement, are secured by Requirement 8 of Schedule 2 of the Draft Order.

*** It has been assumed that pre-FID works would be undertaken pursuant to planning permission reference DC/19/1637/FUL & DC/20/4646/FUL issued by East Suffolk Council

**** Removal of the desalination plant will take place prior to the end of construction.

 Construction
 Operational
 Habitat establishment works
 Operational/Removal
 Removal
 Reinstatement

ANNEX I

MARINE TECHNICAL FORUM TERMS OF REFERENCE

Sizewell Marine Technical Forum (SZC MTF) – Terms of Reference¹

1. Aim

- 1.1. The Sizewell C Marine Technical Forum (SZC MTF) will help facilitate good environmental regulation of Sizewell C by providing all parties with a high level of confidence that the environment is being properly protected.
- 1.2. Environmental regulators, in consultation with statutory conservation Agencies (jointly referred to in this document as the 'statutory environmental bodies'), would need to determine and enforce a number of regulatory permits and licences (which together with relevant DCO Requirements [would be expected to] form the SZC 'obligations'). These will address protecting those aspects of the marine and coastal environment that have the potential to be impacted by SZC. NNB Genco (or its successor)² will need to satisfy the obligations, and the statutory environmental bodies will regulate and assess compliance as appropriate. This effort will include monitoring of certain operational and natural processes and environmental trends that may be affected by the construction and operation of SZC. NNB Genco will provide the relevant regulator with data and other relevant information required [by] [to inform] the obligations, which may be supplemented for compliance assessment purposes by the regulator's own data and information.
- 1.3. The obligations [contain] [are expected to contain] a variety of conditions and specifications including those for the prevention, minimisation, control, mitigation and/or remediation of potentially harmful environmental impacts associated with the construction and operation of SZC on the marine and coastal environment. Implementation of the obligations will be the responsibility of NNB Genco, informed as necessary by statutory environmental bodies own monitoring (the monitoring effort by NNB Genco to fulfil the obligations will be managed by a Marine Technical Working Group (MTWG) within NNB Genco).
- 1.4. The MTF is primarily focussed on identifying the information and practical requirements for successful specification, planning, implementation and reporting of all forms of marine and coastal monitoring associated with SZC that are needed for the proper protection of the environment and compliance with UK law. To do this, its dialogue must necessarily encompass all relevant design, construction, commissioning and operational aspects of the development (including the removal of temporary structures) that are, or will be, subject to planning and environmental regulatory scrutiny and permissions. The monitoring topics to be considered, and hereafter included under the general heading 'marine monitoring', are expected to include measurement and modelling of coastal hydrodynamics, sediment transport and coastal erosion matters, as well as effluent and cooling water quantity and quality, resultant receiving water quality, fisheries protection and ecological issues etc.
- 1.5. The key aim of the MTF is to provide a means whereby the nature of the marine monitoring, the results and their outcomes can be readily discussed, seeking agreement or consensus between NNB Genco and the statutory environmental bodies, and clarity on any points of difference. The MTF will seek a common view whilst respecting the independence of the statutory environmental bodies so that relevant advice to NNB Genco may be distilled, and that statutory environmental bodies' consultations and decision making may be best informed.
- 1.6. In advance of the DCO, the SZC MTF will seek to develop a shared understanding of the status and sufficiency of the marine studies advanced by NNB Genco, the assessments of project impact based upon these studies and the proposed means of mitigation, in order both to facilitate advice given by its members to the Planning Inspectorate and inform their own procedures. The aim in this context will be to assist both in the development of statements of common ground (SOCG) between NNB Genco and the statutory environmental bodies and the formulation of requirements for consideration by the Planning Inspectorate.

¹ Text in [blue] refers to the pre-DCO context alone and in [red] post-DCO.

² This caveat, 'or its successor', applies to all subsequent references to 'NNB Genco'.

- 1.7. Whilst all parties shall aim for constructive dialogue based on relevant accountabilities, with a view to sharing knowledge and building mutual trust, all views expressed and conclusions drawn by the MTF shall be without prejudice to the statutory regulatory roles performed by MTF member organisations and shall not be binding upon them. These discussions will be facilitated by the Chair of the SZC MTF with the intention of both minimising and delimiting residual issues in the form of the SOCG in advance of the relevant regulatory submissions allied with the DCO and relevant submissions to regulators.
- 1.8. It is envisaged that the MTF would continue to convene throughout the period of SZC construction, commissioning and initial operations, and that this or a similar process will then be maintained by the SZC site operator. An existing entity, the Sizewell Shoreline Management Group (established under covenant between the Sizewell A (SZA) and Sizewell B (SZB) land owners), maintains a Beach Management Plan on the Sizewell frontage involving a number of monitoring activities. When appropriate, it is envisaged that the relevant shoreline management arrangements and associated monitoring and contingency measures relevant to a combined SZA, SZB and SZC site interest will be unified within a common frame of governance.
- 1.9. These arrangements would inform and supplement the statutory requirement for NNB Genco to consult with the relevant statutory environmental bodies when developing DCO and allied Environmental Permitting and Marine Licence submissions and subsequently discharging obligations.

2. Purpose

- 2.1 The SZC MTF exists to facilitate open and transparent dialogue between NNB Genco and the statutory environmental bodies (and their advisors) relating to detailed design of SZC and marine monitoring. This will cover:
 - a) The design and delivery of SZC,
 - b) SZC obligations and regulatory concerns,
 - c) Considerations of environmental information or outputs and their dissemination so that:
 - Operational and environmental monitoring by NNB Genco and/or statutory environmental bodies is informed and can be shaped throughout the design, construction and operational phases of SZC, and monitoring plans can be modified in the light of knowledge gained or technical issues arising;
 - Relevant information is shared between NNB Genco, statutory environmental bodies and the wider community.

3. Membership

- 3.1. The MTF will be chaired by an appointee of NNB Genco supported by a technical secretariat (who will represent the MTWG, see 1.3 above) from within NNB Genco.
- 3.2. In order to constitute the MTF, the Chairperson and secretariat will welcome and encourage the participation of nominated technical representatives from Natural England, the Environment Agency, Marine Management Organisation, and the Coastal Authority, together with consultants working on their behalf, in order that they may observe and participate in discussions. Additional participation may be encouraged with the agreement of MTF members when specific issues are being discussed. Participation by any of the statutory environmental bodies will be subject to their resources being available.
- 3.3 The Chairperson and secretariat, in consultation with the statutory environmental bodies, will agree upon and invite an appropriately balanced group with expertise from NNB Genco and the statutory environmental bodies to form the MTF. Composition of the MTF may vary to the degree judged necessary by NNB Genco and the MTF at any given stage of the project, providing the necessary expertise to address the overall objectives.

4. Duties of the Chairperson

- 4.1. The Chairperson (or a member of the secretariat in the Chairperson's absence) will chair all meetings of the MTF.
- 4.2. The Chairperson (or a member of the secretariat in the Chairperson's absence) will ensure that a record is kept of the topics of discussion and the views expressed.

- 4.3. The Chairperson will ensure that the focus of the MTF is maintained and that all outputs are impartial, balanced and rigorous.
- 4.4. The Chairperson will prepare an annual report, detailing activities and progress over the course of the year.
- 4.5. At times to be agreed by MTF and NNB Genco, the Chairperson will make public a summary of the topics discussed and conclusions drawn.

5. Tasks

- 5.1 All MTF members shall (subject to adequate resources being available) provide sufficient information to properly inform the work of the MTF, and allow the MTF members to:
 - a) Review, to an appropriate timetable, and sufficiently in advance of the DCO application and environmental permit applications, reports/information provided for this purpose by NNB Genco relevant to aspects of coastal processes, marine water quality and marine ecology likely to be affected by the SZC project;
 - b) In tandem with this review process, discuss relevant means of mitigation and contingency associated with residual effects or uncertainties so as to inform both NNB Genco's consideration of statements in mitigation, and relevant conditions and requirements, ensuring that recommendations and considerations of the MTF that might influence these requirements and conditions are properly recorded;
 - c) Consider specific marine monitoring proposals by NNB Genco or statutory environmental bodies associated with specific plans relevant to SZC;
 - d) Agree a programme of work in order to secure a), b) and c) above sufficiently in advance of DCO submission, and other relevant submissions to regulators;
 - e) Pre Environmental Permit and DCO submission, ensure that recommendations and considerations of the MTF that might influence design are properly recorded;
 - f) Post DCO, agree a programme of work for the MTF against a schedule of the obligations;
 - g) Post DCO, review the strategy, approach and effectiveness of specific coastal and marine monitoring by NNB Genco;
 - h) Post DCO, review technical data, reports and recommendations and consider the effectiveness of measures implemented to deal with potential impacts, including review of the efficiency of any changes made to the design and/or operation of those measures in light of monitoring findings ensuring that recommendations and considerations of the MTF that might influence these measures are properly recorded;
 - i) Identify key risks, issues, interdependencies and opportunities for optimising the effectiveness and efficiency of marine monitoring; and
 - j) Provide advice on the action(s) that should be taken.

6. Reporting arrangements

- 6.1. The Chairperson will provide an annual report on the activities of the MTF to NNB Genco and the MTF.
- 6.2. Reports for external publication or dissemination relating to the activities of the MTF will first be approved by the MTF.
- 6.3. Notes of the meetings shall be taken and issued to the MTF by NNB Genco for agreement.

7. Information Sharing

- 7.1. There shall be the presumption that all information will be made available for public disclosure, wherever practicable.

8. Meetings

- 8.1. The frequency and dates of meetings will be proposed by the Chairperson and secretariat for agreement by MTF members. Initially NNB Genco and the MTWG will provide a short-term timetable of meeting dates and topics to be discussed, together with an indication of written material to be provided, but in the longer term the meeting schedule will evolve with the work of, and through agreement with, MTF members. Meetings may be in person or via telecon.

- 8.2. Meetings of the MTF will receive direct reports of monitoring activities and proposals either from the secretariat or invited presentations from those carrying out these activities.
- 8.3. Core meetings of the MTF will involve all members plus the Chairperson (or secretariat in the absence of a Chairperson). Subgroups of the MTF will meet or congregate via telephone conference when necessary in order to deal with specific actions arising within the MTF, reporting on progress to the MTF at the next opportunity.
- 8.4. Papers for consideration by the MTF will be co-ordinated and issued by the secretariat in consultation with the Chairperson. As a principle, sufficient time shall be allowed for comments to be made on papers provided for that purpose. Where an engagement protocol has already been agreed between NNB Genco and any of the MTF members, this will serve as the minimum standard applicable to these activities. As a preliminary indication, subject to that protocol: papers of a technical nature (e.g. survey methods, survey results etc.) will be issued at least three weeks in advance of the meeting, or three weeks in advance of written comments being provided. For other papers of a non-technical nature the timescale will be two weeks. In the event that it is not possible to keep to this timescale the Chairperson will notify the MTF and either agree to postpone the meeting or proceed with the meeting and agree to receive written comments within 3 weeks of the date of the meeting. Written comments arising from discussions at the meeting will normally be required within 3 weeks of the meeting.
- 8.5. NNB Genco shall be responsible for arranging meetings or telephone conferences of the MTF or MTF subgroups where agreed appropriate. Proformas will be maintained in order to ensure consistency of style and content of agendas, recorded outcomes and actions.
- 8.6. NNB Genco shall be responsible for establishing regular telecons in order to maintain an informal dialogue on progress as and when required.
- 8.7. From time to time NNB Genco as the lead organisation for MTF, acting on its own behalf or on the advice of the MTF, may make such further arrangements as it considers appropriate for the proper and efficient functioning of the MTF. Any such arrangement would be carried out in consultation with the statutory environmental bodies.

9. Constitution

- 9.1. Any changes to these Terms of Reference shall be subject to agreement by the MTF.

These ToR are as agreed between representatives of NNB Genco, Environment Agency, Natural England, the Suffolk Coastal Authority and the Marine Management Organisation at a meeting of the SZC MTF chaired by Mr Chris Chubb (HPC MTF Chairperson), held at the Environment Agency and Natural England's offices in Norwich on 23rd April 2015.

ANNEX J
OPERATIONAL TRAVEL PLAN PRINCIPLES

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1 INTRODUCTION

1.1 Background

1.1.1 SZC Co. is proposing to build a new nuclear power station at Sizewell in East Suffolk, known as Sizewell C. Located to the north of the existing Sizewell B power station, the Sizewell C site is located on the Suffolk coast, approximately halfway between Felixstowe and Lowestoft; to the north-east of the town of Leiston.

1.1.2 Once operational, Sizewell C would be able to generate enough electricity to supply approximately six million homes in the United Kingdom (UK). The Sizewell C Project would also generate significant economic benefit for the local area.

1.2 Scope

1.2.1 This document sets out the **Operational Travel Plan Principles** (Annex J of the DoO Doc Ref. 8.17(H)) to manage and monitor operational workforce trips to/from Sizewell C during the operational phase of the development. The scope of the **Operational Travel Plan** will cover both the operational workforce and outage workers.

1.2.2 SZC Co. must prepare an **Operational Travel Plan** for the operational phase of the Sizewell C Project. The Operational Travel Plan must be submitted at least 6 months before the Unit 1 fuel receipt date for the approval of Suffolk County Council (SCC) following consultation with East Suffolk County (ESC) and National Highways as secured in Schedule 16 of the **DoO** (Doc Ref 8.17(H)).

1.2.3 The **Operational Travel Plan** will be prepared in accordance with these **Operational Travel Plan Principles**, which is annexed to the **DoO** (Doc Ref 8.17(H)) but will need to also be in accordance with prevailing planning guidance at the time of preparing the **Operational Travel Plan** as well as the local transport infrastructure and conditions at that time.

1.2.4 The **Operational Travel Plan** will come into force following the Unit 1 fuel receipt date, unless otherwise agreed with the Transport Review Group. Any operational workers for the Sizewell C Project will be required to adhere to the **Construction Worker Travel Plan (CWTP)** (Annex L of the DoO Doc Ref. 8.17(H)) until the **Operational Travel Plan** comes into force. Likewise any construction workers working on the Sizewell C Project post the Unit 1 fuel receipt date will need to adhere to the **Operational Travel Plan**.

1.3 Control document context

1.3.1 Level 1 control documents will either be certified under the DCO at grant or annexed to the Deed of Obligation (DoO). All are secured and legally enforceable. Some Level 1 documents are compliance documents and must be complied with when certain activities are carried out. Other Level 1 documents are strategies or draft plans which set the boundaries for a subsequent Level 2 document which is required to be approved by a body or governance group. The obligations in the DCO and DoO set out the status of each Level 1 document.

1.3.2 Where further documents or details require approval, this plan states which body or governance group is responsible for the approval and/or must be consulted. Any approvals by East Suffolk Council, Suffolk County Council or the MMO will be carried out in accordance with the procedure in Schedule 23 of the dDCO. The DoO establishes the governance groups and sets out how these governance groups will run and, where appropriate, how decisions (including approvals) should be made. Any updates to these further documents or details must be approved by the same body or governance group and through the same consultation and procedure as the original document or details.

1.3.3 Where separate Level 1 or Level 2 control documents include measures that are relevant to the measures within this document, those measures have not been duplicated in this document, but cross-references have been included for context. Where separate legislation, consents, permits and licences are described in this document they are set out in the Schedule of Other Consents, Licences and Agreements (Doc Ref. 5.11) [[REP3-011](#)].

1.3.4 For the purposes of this document the term 'SZC Co.' refers to NNB Nuclear Generation (SZC) Limited (or any other undertaker as defined by the dDCO), its appointed representatives and the appointed construction contractors.

1.4 Structure of the Operational Travel Plan Principles

1.4.1 The remainder of this **Operational Travel Plan Principles** document is structured as follows:

- **Section 2** sets out what information will need to be provided in the Operational Travel Plan with regards to existing context and conditions.
- **Section 3** summarises the management structure.

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- **Section 4** summarises the setting of objectives and targets for agreement with Suffolk County Council in consultation with National Highways and East Suffolk Council.
 - **Section 5** describes the potential measures that will be explored by SZC Co. for agreement with Suffolk County Council in consultation with National Highways and East Suffolk Council.
 - **Section 6** deals with the monitoring and review.

2 EXISTING CONTEXT AND CONDITIONS

2.1 Introduction

- 2.1.1 The **Operational Travel Plan** will need to summarise the existing context and conditions at the time of Sizewell C being operational. There may be changes to travel planning policy and guidance, the transport network as well as technology and travel planning guidance that will inform the development of the **Operational Travel Plan** and proposed measures. This section of the **Operational Travel Plan** will include the sections listed below.

2.2 Organisational Details

- 2.2.1 The operational workforce for Sizewell C is estimated to be approximately 900 workers. In addition, approximately every 18 months an outage is expected to take place which will require approximately 1,000 workers in addition to the 900 permanent operational workers.
- 2.2.2 The 900 operational workers will all be home-based. The 1,000 outage workers are likely to be accommodated in the main urban areas and are assumed to have a similar distribution as the existing baseline traffic, though they may comprise a combination of contractors based locally and from further afield.
- 2.2.3 This section of the **Operational Travel Plan** will provide information on the organisation details of the operational workforce including:
- Number of operational workers;
 - Number of outage workers; and
 - Working hours, including any shift patterns.

2.3 Relevant travel plan policy and guidance

- 2.3.1 This section of the **Operational Travel Plan** will summarise relevant travel plan policy and guidance at the time of preparing the **Operational Travel Plan** at a national and local level.

2.4 Existing transport conditions

- 2.4.1 This section of the **Operational Travel Plan** will summarise the existing transport networks for the following networks:

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- Walk and cycle network;
 - Bus network;
 - Rail network;
 - Highway network.

2.4.2 In addition, it will set out any lessons learnt with regards to travel management during the construction phase.

3 MANAGEMENT

3.1 Introduction

- 3.1.1 This section summarises the envisaged management structure for the **Operational Travel Plan** and the responsibilities of each stakeholder. It will need to be reviewed at the time of preparing the **Operational Travel Plan** based on the structure of SCC at that time with regards to managing travel plans and unless otherwise agreed with the Transport Review Group

3.2 Management of the Operational Travel Plan

a) SZC Co.

- 3.2.2 The overall management and implementation of the **Operational Travel Plan** shall be the responsibility of SZC Co..

b) Operational travel plan co-ordinator

- 3.2.3 An Operational Transport Co-ordinator will be appointed by SZC Co. and be in place from when the Operational Travel Plan will come into effect for a minimum of 5 years from the end of the Construction Period. The Operational Travel Plan Co-ordinator will be responsible for the management, development and implementation of the **Operational Travel Plan**. The Operational Travel Plan Co-ordinator will have the following responsibilities related to the **Operational Travel Plan**:

- promote the objectives and benefits of the **Operational Travel Plan** to encourage compliance with its contents;
- monitor the success of the **Operational Travel Plan** against the targets;
- report the monitoring of the **Operational Travel Plan** to the Transport Review Group until the end of the Construction Period and then to Suffolk County Council's Travel Plan Officer for 5 years from the end of the Construction Period;
- act as a point of contact for all staff requiring sustainable travel planning information;
- ensure that travel information is available and up to date for both staff and visitors; and

- provide any updates to the **Operational Travel Plan** as required in consultation and agreement with the Transport Review Group prior to the end of the Construction Period and with Suffolk County Council's Travel Plan Officer for 5 years from the end of the Construction Period.

3.2.4 The Operational Travel Plan Co-ordinator will be a SZC Co. operational employee and the role will be part-time. The number of hours spent by the Operational Travel Plan Co-ordinator will vary from month to month, with it increasing during times of the annual monitoring period.

3.3 Role of the local and highway authorities

3.3.1 As secured in the **DoO** (Doc Ref 8.17(H)) (Schedule 16, paragraph 2), the Operational Travel Plan must be approved by Suffolk County Council, in consultation with East Suffolk Council and National Highways.

3.3.2 Until the end of the Construction Period, the monitoring of the Operational Travel Plan will be reported to the Transport Review Group.

3.3.3 In accordance with Suffolk County Council's 'Travel Plan Good Practice Guidance' Suffolk County Council will allocate a Travel Plan Officer to advise on the implementation and monitoring of the **Operational Travel Plan**.

3.3.4 The role of the Travel Plan Officer in relation to the **Operational Travel Plan** will be to:

- receive annual Travel Plan monitoring reports relating to the implementation and operation of the **Operational Travel Plan** for 5 years from the end of the Construction Period;
- consider the case for, and approve amendments to the **Operational Travel Plan**; and
- consider the use of remedial measures if targets are not being met.

4 OBJECTIVES AND SETTING TARGETS

4.1 Introduction

4.1.1 This section summarises the objectives of the **Operational Travel Plan** and how the targets will be set.

4.2 Objectives

4.2.1 The Operational Travel Plan's overriding objective will be:

- **To engage with and encourage operational workers and outage workers to use more sustainable ways of travelling to / from the site in order to minimise the impact of the site on the surrounding highway network and reduce the carbon footprint.**

4.2.2 The sub-objectives of the Operational Travel Plan will be:

- **Sub-objective 1:** To increase employee awareness of the advantages and availability of sustainable/ active modes of transport;
- **Sub-objective 2:** To promote the health and fitness benefits of active travel to all users;
- **Sub-objective 3:** To introduce a package of measures that will facilitate employee travel by sustainable modes; and
- **Sub-objective 4:** To reduce single-occupancy car use for the journey to and from the Site by operational workers and outage workers.

4.3 Type of targets

4.3.1 The targets which will be included in the **Operational Travel Plan** will be SMART, that is:

- Specific;
- Measurable;
- Achievable;
- Realistic; and
- Time related.

4.3.2 There are two types of targets, namely: ‘aim’ and ‘action’ targets. Aim targets are generally based on the percentage share of each travel mode used and are measured over a specific time frame. Action targets are task specific and are typically consolidated into an Action Plan.

4.4 Aim targets

4.4.1 It is recognised that for certain aspects of the **Consolidated Transport Assessment** (Doc Ref. 8.5(B)), the assessment includes some worst-case assumptions in order to provide a robust assessment of the highway network. The assumptions in the **Consolidated Transport Assessment** (Doc Ref. 8.5(B)) of relevance to the operational phase are:

- An average car sharing level of 1.1 workers per car was assumed. This is considered to be a conservative assumption, taking into consideration the fact that this applies to outage as well as regular operational staff, and outage staff may be more likely to travel together due to sharing accommodation; and
- In order to provide a robust assessment in the **Consolidated Transport Assessment** (Doc Ref. 8.5), it was assumed that no workers would walk or cycle or use public transport to travel to the main development site during the operational phase. However, the site is within cycling distance of Leiston and therefore in practice it is expected that some workers living within cycle distance of the site would cycle to work. Likewise, public transport opportunities at the time of developing the **Operational Travel Plan** will also be explored.

4.4.2 Whilst the **Operational Travel Plan** will only be formally monitored by SCC for 5 years, SZC Co. is committed to encouraging workers to travel as sustainably as practically as possible for the lifetime of the power station. The National Planning Policy Framework, defines sustainable travel modes as *“any efficient, safe and accessible means of transport with overall low impact on the environment, including walking and cycling, ultra low and zero emission vehicles, car sharing and public transport.”*

4.4.3 Based on the actual location of occupational workers and the transport networks at that time, a set of mode share aim targets for the **Operational Travel Plan** will be agreed with SCC, in consultation with ESC and National Highways.

a) Action targets

4.4.4 An Action Plan will be developed by SZC Co. and will be subject to a monitoring and review process. The Action Plan will set out the tasks

required to be undertaken in order to implement and manage the **Operational Travel Plan** and a timescale will be provided against each action.

5 TRAVEL PLAN MEASURES

5.1 Introduction

- 5.1.1 This section summarises the travel plan measures for the **Operational Travel Plan** already secured through the DCO or **DoO** (Doc Ref 8.17(H)) as well as potential further measures that will be explored by SZC Co. in consultation with Suffolk County Council.

5.2 Active travel measures

- 5.2.1 Active travel is walking and cycling and the following measures are proposed to be implemented or explored as part of the **Operational Travel Plan**.

a) Walk and cycle improvements

- 5.2.2 Walking and cycling improvements have been incorporated within the DCO proposals to encourage walking and cycling as a mode of transport for the construction workforce as well as additional walk and cycle improvements secured via the **DoO** (Doc Ref 8.17(H)). These improvements will act as a legacy benefit for the operational phase of Sizewell C to facilitate walking and cycling to the main development site.

b) Cycle parking

- 5.2.3 Cycle parking will be provided in accordance with the relevant parking standards at the time of the operational phase and the number of spaces will be agreed with Suffolk County Council.

- 5.2.4 Cycle parking utilisation will be regularly monitored by the Operational Travel Plan Co-ordinator and further cycle parking will be provided by SZC Co. where demand is approaching capacity.

c) Storage and shower facilities

- 5.2.5 Shower, changing, and storage facilities will be provided for operational and outage workers at the main development site. The facilities will mean that any worker who walks or cycles to work will be able to wash, change, and store their clothes.

d) Bicycle user group

- 5.2.6 If through the monitoring and review process demand from the operational workforce is identified, SZC Co. will establish a bicycle user group to enable

a channel for cyclists to discuss any issues with the Operational Travel Plan Co-ordinator that they would like to be addressed.

e) Cycle repair equipment

5.2.7 Cycle repair equipment will be provided at the main development site in case a cyclist needs to make an emergency repair to their bicycle.

f) Walk and cycle information

5.2.8 SZC Co. will provide the Sizewell C operational workforce with information with regard to walk and cycle routes and facilities as well as the benefits of active travel.

g) Other potential active travel measures to be explored with SCC

5.2.9 Based on the SCC Travel Plan Guidance, the following active travel measures will be explored by SZC Co. in consultation with SCC:

- Membership of Government's cycle to work scheme or equivalent;
- Dr Bike or equivalent cycle maintenance sessions;
- Cycle training available for staff;
- Paying cycle mileage rates for staff;
- Provision of electric pool bikes for staff;
- Secure discounts with local bike shops;
- other potential demand management measures to minimise vehicle use, particularly during outages.

5.3 Public transport measures

5.3.1 The public transport network and associated technology will be reviewed at the time of preparing the **Operational Travel Plan** and measures will be agreed with Suffolk County Council to encourage operational workers and outage workers to travel by public transport where possible to access Sizewell C.

5.3.2 Based on the SCC Travel Plan Guidance, the following public transport measures will be explored by SZC Co. in consultation with SCC:

- Negotiate bus travel discount for staff;

- Season ticket purchase schemes for buses / rail;
- Shuttle service to local railway station;
- Improve on-site infrastructure for buses and bus users;
- Display real time public transport information;
- Provision of timetables/maps/information.

5.4 Motorcycle measures

a) Motorcycle parking

5.4.2 Motorcycle parking will be provided in accordance with the relevant parking standards at the time of the operational phase and the number of spaces will be agreed with Suffolk County Council.

5.4.3 Motorcycle parking utilisation will be regularly monitored by the Operational Travel Plan Co-ordinator and further motorcycle parking will be provided by SZC Co. where demand is approaching capacity.

b) Storage and shower facilities

5.4.4 Shower, changing, and storage facilities are proposed for workers at the main development site and as such, any worker that motorcycles to work, will be able to store their clothes and accessories (e.g. helmet, leather clothing) at work and have a shower.

c) Road safety improvements

5.4.5 Workers using a motorcycle will benefit from the proposed road safety improvements as part of the Sizewell C Project.

d) Motorcycle information

5.4.6 SZC Co. will provide information regarding motorcycle rules and provision to all workers within the Sizewell C Travel Plan Pack. This is set out in the Communication Strategy later in this section.

5.5 Car share measures

a) Car share scheme

5.5.2 The fundamental component of any car sharing scheme is how to match potential sharers. A car share scheme will be implemented by SZC Co.