

The Sizewell C Project

8.17/ Deed of Obligation Engrossment Version -10.4 Tracked Changes Version

Book 8 Revision: 9.0
Book 10 Revision: 1.0

Applicable Regulation: Regulation 5(2)(q)

PINS Reference Number: EN010012

October 2021

Planning Act 2008 Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009



......2<u>20**</u>2021

- (1) EAST SUFFOLK COUNCIL
- (2) SUFFOLK COUNTY COUNCIL
- (3) NNB GENERATION COMPANY (SZC) LIMITED

DEED OF OBLIGATION

pursuant to section 1 of the Localism Act 2011 and section 111 of the Local Government Act 1972 relating to Sizewell C, Suffolk

Herbert Smith Freehills LLP

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THIS DEED made on 2021

BETWEEN:

(1) **EAST SUFFOLK COUNCIL** of East Suffolk House, Station Road, Melton, Woodbridge, England IP12 1RT ("**East Suffolk Council**");

- (2) SUFFOLK COUNTY COUNCIL of Endeavour House, 8 Russell Road, Ipswich, England IP1 2BX (the "Suffolk County Council"); and
- (3) NNB GENERATION COMPANY (SZC) LIMITED whose registered office is at 90 Whitfield Street, London, England W1T 4EZ (Company Number 09284825) ("SZC Co").

WHEREAS:

- (A) SZC Co submitted the Application to the Secretary of State for development consent to construct and operate the Project. The Secretary of State is responsible for determining the Application.
- (B) East Suffolk Council is the local planning authority for the area in which the Sites other than the Pakenham Site are situated.
- (C) Suffolk County Council is also a local planning authority, in particular in relation to the Pakenham Site, and is the highway authority (except for trunk roads), the waste planning authority, the lead local flood authority, the fire and rescue authority and the education authority for the area in which the Sites are situated.
- (D) It is intended that SZC Co will be the undertaker for the purposes of the Development Consent Order. SZC Co intends to construct, operate and maintain the Project as authorised by the Development Consent Order.
- (E) SZC Co is the registered proprietor of the Owned Interest.
- (F) The parties to this Deed have agreed to enter into this Deed in order to secure the performance of the obligations contained in it.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Where in this Deed (which shall include the Recitals, Schedules, <u>Annexes Annexures</u> and Plans hereto) 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;

"1990 Act" means the Town and Country Planning Act 1990;

"2008 Act" means the Planning Act 2008;

- "**Accommodation Campus**" means Work No. 3 in Schedule 1 to the Development Consent Order:
- "Accommodation Campus Site" means the land shown edged in red on Plan 1B annexed to this Deed:
- "Application" means the application for a development consent order under section 37 of the Planning Act 2008 Act submitted to the Planning Inspectorate on 27 May 2020 and given reference number EN010012;
- "Article" means an article of the Development Consent Order and where a particular article is referenced in this Deed, for example Article 80, this is a reference to the article of that number included in the draft development consent order submitted at deadline 8 of the examination of the Application on 24 September 2021 but shall be modified as far as may be necessary to reflect changes and/or renumbering of articles in the development consent order as made by the Secretary of State pursuant to the Application;

"Benhall Fen Meadow Works" means Work No. 7 in Schedule 1 to the Development Consent Order, being landscape and ecological works including earthworks, drainage and associated water control structures which are to provide permanent fen meadow habitat compensation areas to mitigate the loss of fen meadow habitat;

"Benhall Site" means the land shown edged red on Plan 1K annexed to this Deed;

- "Commencement" means the carrying out of a material operation as defined in section 155 of the 2008 Act comprised in the Project other than:
- (a) operations consisting of Preparatory Works; and
- (b) operations consisting of the Relocated Facilities Works prior to the occurrence of the Transitional Date,

and the words "Commence" and "Commenced" and cognate expressions shall be construed accordingly;

- **"Commencement Date"** means the date of Commencement of works pursuant to the Development Consent Order;
- "Committed means that the relevant Council (or such other person as the money has been paid to under this Deed) has:
- <u>entered into a contract to use the relevant monies in accordance with the terms of this Deed;</u>
- (b) resolved by committee to use the relevant monies in accordance with the terms of this Deed; or
- (c) <u>issued an internal order or generated a financial code for the relevant works or services in question;</u>
- "Communications Officers" means the officer of Suffolk County Council and the officer of East Suffolk Council, each as notified to SZC Co in writing as soon as practicable following the date of this Deed, who shall be jointly responsible for co-ordinating External Communications under Clause 13.1 of this Deed clause 13 (unless and until-an alternative central point has been is agreed between SZC Co, East Suffolk Council and Suffolk County Council in accordance with Clause 13.1);
- "Communication Protocol" means a protocol for the management of External Communications to be agreed between the Parties parties in accordance with Clause clause 13, which shall include provision for meetings to be held between the Communications Officers and SZC Co's communications team on a regular basis and shall require SZC Co to report on any matters that require a more strategic approach or direction to the Planning Group;
- "Construction Period" means the period between (i) the Commencement Date; and (ii) the date of receipt of that the first nuclear fuel assemblies for Unit 2 are delivered to the Main Development Site;
- "CPIH" means the consumer prices index including owner-occupiers' housing costs excluding indirect taxes published by the Office for National Statistics or any official publication substituted for it;
- "Contributions" means the financial contributions to be made by SZC Co and funds to be made available by SZC Co pursuant to the Schedules to this Deed, a summary of which is set out in Annex D to this Deed (provided that, in the event of any discrepancy between Annex D and the Schedules to this Deed, the Schedules to this Deed shall prevail), and the word "Contribution" means any one of these;
- "Councils" means East Suffolk Council and Suffolk County Council, and "Council" shall mean either one of them as relevant;
- "CPIH" means the consumer prices index including owner-occupiers' housing costs excluding indirect taxes published by the Office for National Statistics or any official publication substituted for it:

- "Data Sharing and Confidentiality Agreements" means such data sharing and confidentiality agreements that would be required to facilitate the sharing of data and confidential information as far as reasonably practicable (subject always to clause 16.1 and 16.2) in order to:
- (a) enable the effective monitoring of compliance with this Deed;
- (b) enable the effective monitoring of the impacts of the Project and the effectiveness of measures implemented under this Deed; and
- (c) ensure the effective functioning of the Governance Groups;
- <u>"Development Consent Order"</u> means the development consent order to be made pursuant to the Application;
- "Delivery Steering Group" means the group constituted in accordance with and having the functions ascribed to it by Schedule 17, paragraph 23;
- "Development Consent Order" means the development consent order made pursuant to the Application;
- "Dispute" means any dispute, issue, difference or claim as between the parties in respect of any matter contained in or arising from or relating to this Deed or the parties' obligations and rights pursuant to it (other than in respect of any matter of law);
- "Environmental Information" means the Environmental Statement and any information constituting "environmental information" as defined by the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 relied upon by the Secretary of State in reaching a reasoned conclusion on the significant effects of the authorised development on the environment pursuant to regulation 21(1)(b) of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017;
- "Environmental Statement" means the document certified as such by the Secretary of State under article Article 80 of the Development Consent Order;
- "Expert" means an independent person appointed in accordance with the provisions of clause 8 to determine a Dispute between the parties to this Deed;
- "External Communications" means any communications, including marketing materials or publications, made by the parties to this Deed with persons other than the parties to this Deed in respect of the Project and the obligations in this Deed, excluding communications:
- (a) communications required by law, a court of competent jurisdiction, or any governmental or regulatory authority—
- (b) communications in respect of any proposed amendment to the Project or the Development Consent Order;
- (c) communications with any party's advisers who need to receive such communications for the purpose of exercising the party's rights or carry out its obligations under or in connection with this Deed and the Development Consent Order; and
- (d) communications—required of the Councils to comply with their obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 Provided That—PROVIDED THAT—the relevant Council has: (i) notified SZC Co of the information request; and (ii) had regard to any representations made by SZC Co within 10 Working Days of the date of the notice as to whether the information concerning the Project is exempt from disclosure;
- "Fen Meadow Sites" means the Benhall Site, the Halesworth Site and the Pakenham Site, together;
- <u>"Fen Meadow Works"</u> means the Benhall Fen Meadow Works, the Halesworth Fen Meadow Works, and the Pakenham Fen Meadow Works;

<u>"Freight Management Facility"</u> means Work No. 13 in Schedule 1 to the Development Consent Order;

"Freight Management Facility Site" means the land shown edged in red on Plan 1E annexed to this Deed;

"Governance Groups" means the Delivery Steering Group, the Review Groups, and the Working Groups and "Governance Group" shall mean any one of them as relevant;

<u>"Green Rail Route"</u> means Work Nos. 4A and 4B in Schedule 1 to the Development Consent Order;

"Habitats Sites" means the Fen Meadow Sites [and the Marsh Harrier Habitat Improvement Site (if the Marsh Harrier Habitat Improvement Works are provided for in the Development Consent Order as made by the Secretary of State)];

"Halesworth Fen Meadow Works" means Work No. 6 in Schedule 1 to the Development Consent Order, being landscape and ecological works including earthworks, drainage and associated water control structures which are to provide permanent fen meadow habitat compensation areas to mitigate the loss of fen meadow habitat;

"Halesworth Site" means the land shown edged in red on Plan 1L annexed to this Deed;

"HB Workers" means members of the Sizewell C Construction Workforce who in response to a workforce survey carried out pursuant to Schedule 3, paragraph 7.2.2_indicate that they:

- (a) lived within Norfolk, Suffolk, Essex, South Cambridgeshire or East Cambridgeshire immediately prior to obtaining work on the Project; and
- (b) continue to live within Norfolk, Suffolk, Essex, South Cambridgeshire or East Cambridgeshire on starting work on the Project;

"Implementation Plan" means the phasing schedule setting out the anticipated dates of commencement and completion of the Key Environmental Mitigation annexed to this Deed at Annex H (as the same may be amended from time to time by SZC Co with the approval of the Councils);

"Index" means:

- (a) the All In Tender Price Index published by the Building Cost Information Services of the Royal Institution of Chartered Surveyors (RICS) in respect of the School and Early Years Capacity Contingency Contribution, and the School and Early Years Capacity Contribution; and any and all Contributions made in accordance with Schedule 16;10 or Schedule 16 (save for Contributions made in accordance with paragraph 13 of Schedule 16); or
- (b) unless expressly stated otherwise, the CPIH for the United Kingdom-_± or in default of publication thereof such substitute index as the parties may agree in accordance with clause 10;

"Index Linked" means the application of the Index to the relevant sum or Contribution in accordance with clause 10:

"Informal Recreation and Green Space Plan" means the plan to be produced by SZC Co and approved by Suffolk County Council in consultation with East Suffolk Council, the Environment Agency, Natural England, and the SCHAONB Partnership to set out additional and improved accessible green space and recreational routes and improvements to existing green space and routes in the vicinity of the Main Development Site to reduce the potential impacts of recreational disturbance caused by the Project, such plan to be developed in general accordance with the Informal Recreation and Green Space Proposals and shall include:

(i) a route plan;

(ii) a signage plan;

- (iii) vegetation clearance and management details;
- (iv) maintenance and management measures; and
- (v) an implementation timetable for the works.

"Informal Recreation and Green Space Proposals" means the document of the same name submitted to the Secretary of State with document reference (Doc Ref 9.111);

"Interest Rate" means 4% above the Bank of England base rate applicable at the Payment Date:

"Key Environmental Mitigation" means the Temporary Desalination Plant, Project
Accommodation, the Permanent Beach Landing Facility, the Temporary Marine Bulk Import
Facility, the Fen Meadow Works, the Marsh Harrier Habitat Improvement Works (if
provided for in the Development Consent Order as made by the Secretary of State), the
Green Rail Route, the Freight Management Facility, the Park and Rides, the Sizewell Link
Road, the Two Village Bypass, Yoxford Roundabout, and Works Nos.15, 16 and 17 in
Schedule 1 to the Development Consent Order;

"Leiston Sports Facilities Site" means the land shown edged in red on Plan 1C annexed to this Deed;

"Main Development Site" has the meaning given in the Development Consent Order;

"Marsh Harrier Habitat Improvement Site" means the land shown edged in red on Plan 1N annexed to this Deed;

"Marsh Harrier Habitat Improvement Works" if provided for in the Development Consent Order as made by the Secretary of State, means Work No. 8 in Schedule 1 to the Development Consent Order;

"National Trust" means the registered charity of that name and whose registered charity number is 205846;

"New Anglia Local Enterprise Partnership" means the local enterprise partnership for Norfolk and Suffolk of Centrum, Norwich Research Park, Colney Lane, Norwich, Norfolk NR4 7UG;

"new Sizewell B relocated facilities permission" means any planning permission granted by East Suffolk Council under the 1990 Act (other than the Sizewell B relocated facilities permissions) which authorises the development of the Relocated Facilities Works or development substantially similar to the Relocated Facilities Works;

"NHB Workers" means members of the Sizewell C Construction Workforce who:

- (a) have moved accommodation temporarily to take up employment on the Project; and
- (b) are not HB Workers;

"Non-SDS Workforce" means persons employed or otherwise engaged (whether or not by SZC Co) to work on the Project at one or more of the Sites other than the SZC Development Site, but including the Accommodation Campus Site, as their main place of work;

"Northern Park and Ride Site" means the land shown edged in red on Plan 1F annexed to this Deed:

"Oversight Partnership" means a group in a form to be agreed by East Suffolk Council and Suffolk County Council, established and administered by East Suffolk Council and Suffolk County Council;

"Owned Interest" means the freehold interest in Aldhurst Farm, as registered under SK360379;

<u>"Park and Rides"</u> means Works Nos. 9 and 10 in Schedule 1 to the Development Consent Order;

- "Park and Ride Sites" means the Northern Park and Ride Site and the Southern Park and Ride Site;
- "Pakenham Fen Meadow Works" means Work No. 18 in Schedule 1 to the Development Consent Order, being landscape and ecological works including earthworks, drainage and associated water control structures which are to provide permanent fen meadow habitat compensation areas to mitigate the loss of fen meadow habitat;
- "Pakenham Site" means the land shown edged in red on Plan 1M annexed to this Deed;
- "Payment Date" means the date when a Contribution (including a part of a Contribution where such Contribution is to be paid in tranches) or other sum of money is due to be paid, provided or made available by SZC Co pursuant to this Deed;
- <u>"Permanent Beach Landing Facility"</u> means Work No. 1A(m) in Schedule 1 to the Development Consent Order:
- "Pre-Commencement Obligations" means those obligations in the Schedules to this Deed listed in Annex C;
- "Preparatory Works" means operations consisting of:
- (a) site preparation and clearance works;
- (b) pre-construction archaeological works;
- (c) environmental surveys and monitoring;
- (d) removal of hedgerows, trees and shrubs;
- (e) investigations for the purpose of assessing ground conditions;
- (f) diversion or laying of services;
- (g) remedial work in respect of any contamination or adverse ground conditions (excluding works including and associated with dewatering activities carried out as part of Work No. 1A(I), Work No. 1A(t) and Work No.1A(u) in Schedule 1 to the Development Consent Order);
- (h) receipt and erection of construction plant and equipment;
- (i) the temporary display of site notices and advertisements; and
- (j) erection of temporary buildings and structures (which for the purpose of this definition does not include Work No. 39(a) (northern park and ride), Work No. 9, Work No. 10-10(a) (southern park and ride) or Work No. 13-(a) (freight management facility) in Schedule 1 to the Development Consent Order)-;
- "Pro Corda Trust" means the registered charity of that name and whose registered charity number is 1116213 (company number 05829570);
- "**Project**" means the authorised development as defined in and authorised by the Development Consent Order;
- <u>"Project Accommodation"</u> means the Accommodation Campus and the LEEIE Caravan Park;
- "Quorate Members" means, unless otherwise specified in this Deed, the members representing SZC Co, East Suffolk Council and Suffolk County Council (each a "Quorate Member"):
- "Rail Development Site" means the land shown edged in red on Plan 1D annexed to this Deed:
- "Relocated Facilities Works" means Work No. 1D and/or Work No. 1E in Schedule 1 to the Development Consent Order;
- "Requirements" means the requirements in Schedule 2 of to the Development Consent Order and where a particular requirement is referenced in this Deed, for example Requirement 12, this is a reference to the requirement of that number included in the draft development consent order submitted at deadline 10-8 of the examination of the

Application <u>but shall be modified as far as may be necessary to reflect changes and/or renumbering of requirements in the development consent order as made by the Secretary of State pursuant to the Application;</u>

"Review Groups" means:

- the "**Planning Group**", being the group constituted in accordance with and having the functions ascribed to it by Schedule 17, paragraph 6.1;
- (b) the "Transport Review Group" or "TRG", being the group constituted in accordance with and having the functions ascribed to it by Schedule 16, paragraph3paragraph 4;
- (c) the "**Social Review Group**", being the group constituted in accordance with and having the functions ascribed to it by Schedule 17, paragraph 6.2;
- (d) the "**Economic Review Group**", being the group constituted in accordance with and having the functions ascribed to it by Schedule 7, paragraph 2.112.12; and
- (e) the "**Environment Review Group**", being the group constituted in accordance with and having the functions ascribed to it by Schedule 11, paragraph 15,

and "Review Group" shall mean any one of these groups as relevant;

"RSPB" means The Royal Society for the Protection of Birds, the registered charity whose registered charity number is 207076;

"SCHAONB" means the Suffolk Coast and Heaths Area of Outstanding Natural Beauty;

<u>"SCHAONB Partnership"</u> means the Suffolk Coast and Heaths Area of Outstanding Natural Beauty Partnership;

"SDS Construction Workforce" means persons:

- (a) employed or otherwise engaged (whether or not by SZC Co) to work on the Project at the SZC Development Site, excluding the Accommodation Campus Site, as their main place of work;
- (b) who have been at the SZC Development Site, excluding the Accommodation Campus Site, on at least 5 separate days in a 30-day period during the Construction Period; and
- (c) who have been at the SZC Development Site, excluding the Accommodation Campus Site, for at least 37.5 hours in a 30-day period during the Construction Period;

"Second Relocated Facilities Section 106 Agreement" means the agreement under made pursuant to section 106 of the 1990 Act and other relevant powers dated 17 February 2021 and made between East Suffolk Council and EDF Energy Nuclear Generation Limited (as varied from time to time);

"Sites" means the SZC Development Site, the Rail Development Site, the Habitats Sites, the Accommodation Campus Site, the Leiston Sports Facilities Site, the Park and Ride Sites, the Two Village Bypass Site, the Sizewell Link Road Site, Freight Management Facility Site, and the Yoxford roundabout and other highway improvement works Sites, or (as the context may require) any one or more of them;

"Sizewell B relocated facilities permissions" means:

- (a) the planning permission granted by East Suffolk Council on 13 November 2019, with reference number DC/19/1637/FUL (as varied from time to time) (the "First Sizewell B Relocated Facilities Permission"); and
- the planning permission granted by East Suffolk Council on 18 February 2021, with reference number DC/20/4646/FUL (as varied from time to time) (the "Second Sizewell B Relocated Facilities Permission").

- "Sizewell C Construction Workforce" means persons: the SDS Construction Workforce and the Non-SDS Workforce;
- "Sizewell Link Road" means Work No. 12 in Schedule 1 to the Development Consent Order;
- (a) employed (whether or not by SZC Co) to work on the Project at one or more of the Sites as their main place of work; and
- (b) who have been at one or more of the Sites on at least 5 separate days in a 30 day period during the Construction Period; and
- (c)who have been at one or more of the Sites for at least 37.5 hours in a 30 day period during the Construction Period.
- "Sizewell Link Road Site" means the land shown edged in red on Plans 1G(a) to (d) annexed to this Deed;
- "Southern Park and Ride Site" means the land shown edged in red on Plan 1H annexed to this Deed:
- "SZC Development Site" means the land at Sizewell, Suffolk shown edged in red on Plan 1A-(a) to (b) annexed to this Deed;
- "Temporary Desalination Plant" means Work No. 1A(jj) in Schedule 1 to the Development Consent Order;
- <u>"Temporary Marine Bulk Import Facility"</u> means Work No. 1A(bb) in Schedule 1 to the Development Consent Order;

"Transitional Date" means either:

- (a) the date upon which SZC Co serves notice under Article [5]-5 of the Development Consent Order that it shall cease to carry out development under either of the Sizewell B relocated facilities permissions and/or any new Sizewell B relocated facilities permission and that all future development carried out at the SZC Development Site shall be carried out pursuant to the Development Consent Order; or
- (b) in the event that the Development Consent Order does not provide for the service of such notice, the date that a material operation as defined in section 155 of the 2008 Act is carried out to construct the Relocated Facilities Works pursuant to the Development Consent Order other than an operation consisting of Preparatory Works,

and the word "Transition" and cognate expressions shall be construed accordingly;

<u>"Two Village Bypass"</u> means Work No. 11 in Schedule 1 to the Development Consent Order;

"Two Village Bypass Site" means the land shown edged in red on Plans 1I(a) and 1I(b) annexed to this Deed:

"**Undertaking**" means the benefit of the Development Consent Order to construct or operate Work Nos. 1A(a) to (h) as set out in Schedule 1 to the Development Consent Order;

"Unit 1" means nuclear reactor unit 1 referred to in Work No. 1A as set out in Schedule 1 to the Development Consent Order;

"**Unit 2**" means nuclear reactor unit 2 referred to in Work No. 1A as set out in Schedule 1 to the Development Consent Order;

"Working Day" means any day apart from Saturday, Sunday and any statutory bank holiday on which clearing banks are open in England for the transaction of ordinary business;

"Working Groups" means:

(a) the "Transport Working Groups" being:

- the "B1125 Working Group", being the group comprising one member representing each of Westleton Parish Council, Blythburgh Parish Council, Walberswick Parish Council, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the B1125 Scheme;
- the "Wickham Market Working Group", being the group comprising one member representing each of Wickham Market Parish Council, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the Wickham Market Scheme;
- (iii) the "Yoxford Working Group", being the group comprising one member representing each of Yoxford Parish Council, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the Yoxford Scheme;
- (iv) the "Leiston Working Group", being the group comprising one member representing each of Leiston Town Council, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the Leiston Scheme;
- (v)

 (a)the Wickham Market Working Group, the Leiston Working Group, the Yexford Working Group, the Westleton Working Group and the the "Marlesford and Little Glemham Working Group, being the groups of those names constituted in accordance with and having the functions ascribed by Schedule 16, paragraph 4; ", being the group comprising one member representing each of Marlesford and Little Glemham Parish Councils, East Suffolk Council, Suffolk County Council and SZC Co. established to define and promote the Marlesford and Little Glemham Scheme;
- (vi) the "B1122 Early Years Working Group", being the group comprising members of Theberton and Eastbridge Parish Council, Middleton-cum-Fordley Parish Council, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the B1122 Early Years Scheme;
- (vii) (b)the "Parish Councils", being Leiston Town Council, Marlesford and Little Glemham Parish Councils, Westleton Parish Council, Wickham Market Parish Council, Middleton-cum-Fordley Parish Council, Theberton and Eastbridge Parish Council, and Yoxford Parish Council; and
- (viii) (e)the "Rights of Way Working Group", being the group of that name constituted in accordance with and having the functions ascribed to it by Schedule 16, paragraph 4.15.1;
- (b) the "Social Working Groups" being:
 - (i) (d)the "Accommodation Working Group", being the group of that name constituted in accordance with and having the functions ascribed to it by Schedule 3, paragraph 7.1;
 - (ii) (e)the "Community Safety Working Group", being the group of that name constituted in accordance with and having the functions ascribed to it by Schedule 4, paragraph 810; and
 - (iii) (f)the "Health and Wellbeing Working Group", being the group of that name constituted in accordance with and having the functions ascribed to it by Schedule 6, paragraph 6;-,

and "the relevant Social Working Group" shall mean any one of these groups;

- (c) the "Environment Working Groups" being:
 - (i) (g)the "Marine Technical Forum", being the group of that name established pursuant to the terms of reference annexed to this Deed at

- Annex [•]], as amended by the Marine Technical Forum from time to time:
- (ii) (h)the "Natural Environment Awards Panel", being the group of that name constituted in accordance with and having the functions ascribed to it by Schedule 11, paragraph 418 to make decisions on which projects should be funded through the Natural Environment Improvement Fund as defined in Schedule 11, paragraph 2;
- (iii) (ii) the "Ecology Working Group", being the group of that name constituted in accordance with and having the functions ascribed to it by Schedule 11, paragraph 417; and
- the "Water Management Working Group"—being the group of that name constituted in accordance with and having the functions ascribed to it by Schedule 17, paragraph 7.1;

and "the relevant Environment Working Group" shall mean any one of these groups; and

- (d) the "Economic Working Groups" being:
 - (i) (a)the "Tourism Working Group", being the group of that name constituted in accordance with and having the functions ascribed to it by Schedule 15, paragraph 5;
 - (ii) (b)the "Employment, Skills and Education Working Group", being the group of that name constituted in accordance with and having the functions ascribed to it by Schedule 7, paragraph 2.142.13; and
 - (iii) (e) the "Supply Chain Working Group", being the group of that name constituted in accordance with and having the functions ascribed to it by Schedule 7, paragraph 3.34.3,

and "Working Group" shall mean any one of these groups as relevant; and

"Yoxford Roundabout" means Work No. 14 in Schedule 1 to the Development Consent Order; and

"Yoxford roundabout and other highway improvement works Sites" means the land shown edged in red on Plans 1J(a) to (d) annexed to this Deed.

- 1.2 In this Deed, unless stated otherwise:
 - 1.2.1 words incorporating the singular include the plural and vice versa and words importing any gender include every gender;
 - 1.2.2 words importing persons include firms, companies, corporations, and vice versa;
 - 1.2.3 references to East Suffolk Council shall include the successors to East Suffolk Council's statutory functions as local planning authority;
 - 1.2.4 references to Suffolk County Council shall include the successors to Suffolk County Council's statutory and other functions as a local planning authority, local education authority, the lead local flood authority, fire and rescue authority, local highway authority and local authority;
 - 1.2.5 references to SZC Co shall include any entity who takes a transfer or grant of <u>all</u> or part of the Undertaking pursuant to the Development Consent Order;
 - 1.2.6 references to a Work No. in Schedule 1 to the Development Consent Order in this Deed includes reference to the Work designated with that number and any letters (for example, reference to "Work No. 14" in this Deed includes Work No. 14A and 14B in Schedule 1 to the Development Consent Order);
 - 1.2.7 references in this Deed to a particular Work No. in Schedule 1 to the Development Consent Order are references to the corresponding Work No. included in the draft development consent order submitted at deadline 8 of the

- examination of the Application on 24 September 2021 but shall be modified as far as may be necessary to reflect changes and/or renumbering of Work Nos. in the development consent order as made by the Secretary of State pursuant to the Application;
- 1.2.8 1.2.7 references to recitals, clauses, paragraphs and Schedules schedules are references to the relevant clauses and paragraphs of and schedules to this Deed unless otherwise stated;
- 1.2.9 1.2.8 words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of the restriction:
- 1.2.10 1.2.9 references to any statute or statutory provision include references to:
 - (A) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Deed;
 - (B) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
 - (C) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force:
- 1.2.11 1.2.10 1.2.10 4.2.10 if any provision of this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected, impaired or called into question;
- 1.2.12 1.2.11 the table of contents and headings in this Deed are for ease of reference only and shall not affect its construction, interpretation or otherwise have any binding legal effect;
- 1.2.13 1.2.12 references to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties;
- 1.2.14 references to an organisation, body or person who is not defined in this Deed shall mean that organisation, body or person as at the date of this Deed or their successor organisation, body or person;
- 1.2.15 1.2.13 1.2.13 1.2.13 1.2.15 1.2.15 1.2.15
- 1.2.16 1.2.14 references to "including" and "include" shall mean including without limitation;
- 1.2.17 1.2.15 terms and expressions defined in the Schedules shall have the meanings specified wherever those terms and expressions are used in this Deed;
- 1.2.18 1.2.16the Interpretation Act 1978 shall apply to this Deed; and
- 1.2.19 1.2.17 where a payment is expressed to be payable in instalments during the Construction Period, an individual instalment shall only be payable if the Construction Period is ongoing at the time that the relevant instalment is due to be paid and for the avoidance of doubt the obligation on SZC Co to pay any further instalments required to be paid during the Construction Period and which fall due to be paid after the end of the Construction Period shall cease when the Construction Period ends.

2. **LEGAL EFFECT**

- 2.1 This Deed is made pursuant to section 1 of the Localism Act 2011, section 111 of the Local Government Act 1972 and all other powers so enabling.
- 2.2 The Parties parties agree that by virtue of clause 12.2 of the Second Relocated Facilities Section 106 Agreement, for the purposes of interpreting the obligations contained in the

Second Relocated Facilities Section 106 Agreement following the grant of the Development Consent Order, the provisions of the Second Relocated Facilities Section 106 Agreement shall apply (save as modified by the Development Consent Order) as if the Relocated Facilities Works authorised by the Development Consent Order were authorised by and being carried out pursuant to the Second Sizewell B relocated facilities permission.

3. **CONDITIONALITY**

- 3.1 Subject to clauses 3.2, 3.2, 3.3, and 3.4, the parties agree that Clause 4 in this Deed clause 4 shall not have operative effect unless and until the Commencement Date has occurred, save to the extent that Clause clause 4 relates to:
 - 3.1.1 Paragraph 10, Schedule 11-1 (Aldhurst Farm Enhancement Works Councils'

 General Obligations) and Schedule 12 (Noise Mitigation Scheme) 16, paragraphs

 14 and 15 which shall have operative effect from the date of this Deed; and
 - 3.1.2 a-Pre-Commencement ObligationObligations, which shall have operative effect upon the date the Development Consent Order enters-comes into force.
- 3.2 Provided that the Project has not been Commenced, where the Development Consent Order is granted and becomes the subject of any judicial review proceedings under section 118 of the 2008 Act:
 - 3.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Deed will remain without operative effect unless the Project is Commenced;
 - 3.2.2 if following the final determination of such proceedings the Development Consent Order is quashed and, in the event that the court orders the Application to be remitted to the Secretary of State, the Application is subsequently refused and no appeal or further appeal may be made in respect of such refusal, this Deed will cease to have any further effect and any money paid to the Councils pursuant to the Schedules and not spent or committed by the Councils (or such other person as the money has been paid to under this Deed) shall be repaid in full within [56]-56 Working Days of the final determination of such proceedings; and
 - 3.2.3 if following the final determination of such proceedings (and, any redetermination of the Application by the Secretary of State in the event of quashing) the Development Consent Order is capable of being Commenced, then this Deed will take effect in accordance with its terms subject to any <a href="wariations-modific
- 3.3 Where the Application is refused, but the Development Consent Order is subsequently granted following redetermination by the Secretary of State following the final determination of judicial review proceedings under section 118 of the 2008 Act, this Deed will, upon granting of the Development Consent Order, take effect in accordance with its terms subject to any variations—modifications to its terms necessitated through the redetermination process as are agreed by the parties through a Deed of Variation or deed of variation or (where relevant) are determined by the Secretary of State in accordance with Article 9B of the Development Consent Order.
- 3.4 Wherever in this Deed reference is made to the final determination of judicial review proceedings under section 118 of the 2008 Act (or cognate expressions are used), the following provisions will apply:
 - 3.4.1 proceedings by way of judicial review under section 118 of the 2008 Act are finally determined:

- (A) when permission to bring a claim for judicial review has been refused and no further application may be made (excluding any application under CPR 52.30);
- (B) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused and any time for appealing such a refusal expires without such an appeal having been made or having been refused (excluding any application under CPR 52.30); or
- (C) when any appeal is finally determined and no further appeal may be made (excluding any application under CPR 52.30).

4. **OBLIGATIONS**

- 4.1 SZC Co covenants with the Councils to perform the obligations contained in the Schedules pursuant to section 1 of the Localism Act 2011 and section 111 of the Local Government Act 1972 and all other powers so enabling.
- 4.2 Where any payment in this Deed is expressed to be payable on or before an event or activity, SZC Co covenants that it shall not commence that event or activity until the relevant payment has been made.
- 4.3 Where any obligation on the part of SZC Co in this Deed provides for an action to be taken "on or before Commencement", SZC Co covenants that it shall not Commence the Project until the relevant obligation has been satisfied.
- 4.4 East Suffolk Council and Suffolk County Council each <u>covenants covenant</u> with SZC Co to perform the obligations on their respective parts contained in <u>this Deedthe Schedules</u>.

RELEASE

5.1SZC Co shall, upon transfer of the entirety of the Undertaking pursuant to its benefit of the Development Consent Order, be released from all obligations in this Deed but without prejudice to the rights of the parties in relation to any antecedent breach of those obligations.

6. **EXPIRY**

If the Development Consent Order expires or is revoked prior to the Commencement Date then this Deed shall forthwith determine and cease to have effect and East Suffolk Council shall forthwith cancel all entries made in its register of local land charges in respect of this Deed.

7. CERTIFICATES OF COMPLIANCE

- 7.1 East Suffolk Council will within 42 Working Days following receipt of a written request by SZC Co certify compliance or partial compliance (as and if appropriate) with the provisions of this Deed and if so requested by SZC Co will (as and if appropriate) execute a deed of release or partial release from the relevant provisions of this Deed subject to payment by SZC Co of East Suffolk Council's reasonable legal, fees for complying with this clause 7.1 so doing and shall promptly register the same in the register of local land charges maintained by East Suffolk Council in respect of any interest against which this Deed is so charged subject to payment by SZC Co of East Suffolk Council's reasonable legal fees for complying with this clause 7.1so doing.
- 7.2 Suffolk County Council will within 42 Working Days following receipt of a written request by SZC Co certify compliance or partial compliance (as and if appropriate) with the provisions of this Deed and if so requested by SZC Co will (as and if appropriate) execute a deed of release or partial release from the relevant provisions of this Deed subject to payment by SZC Co of Suffolk County Council's reasonable legal fees for complying with this clause 7.2so doing.

8. RESOLUTION OF DISPUTES

- 8.1 In the event of any Dispute arising between the parties then the parties will attempt to resolve that Dispute amicably including holding a meeting attended by at least one representative from each party of senior director level.
- 8.2 If the parties are unable to resolve the Dispute amicably pursuant to clause 8.1 within 15 Working Days, one party may by serving notice on all the other parties (the "**Notice**") refer the Dispute to an Expert for determination.
- 8.3 The Notice must specify:
 - 8.3.1 the nature, basis and brief description of the Dispute;
 - 8.3.2 the clause or paragraph of this Deed pursuant to which the Dispute has arisen; and
 - 8.3.3 the proposed Expert.
- 8.4 In the event that the parties are unable to agree whom should be appointed as the Expert within 10 Working Days after the date of the Notice then either party may request:
 - 8.4.1 the President (or equivalent person) for the time being of a professional body chiefly relevant in England to such professional qualifications as are appropriate to the Dispute; or
 - 8.4.2 where the Dispute touches or concerns the meaning or construction of this Deed, Deed, the President of the Law Society,

to nominate the Expert at their joint expense, and the parties shall request that such nomination shall be made within 10 Working Days of the request, and any failure for such nomination to be made within 10 Working Days shall entitle any party to withdraw from the process of appointing an Expert and to refer the Dispute to the courts of England and Wales instead.

- In the event that the parties are unable to agree the appropriate professional body to which a referral is to be made pursuant to clause 8.4.1 within 10 Working Days after a written request by one party to the other to concur as to the appropriate professional body, then either party may request that a solicitor appointed by the President of the Law Society shall act as an expert (whose costs shall be at their discretion) and shall make a final and binding decision as to the appropriate professional body.
- 8.6 If the appointed Expert is or becomes unable or unwilling to act, any party may within 10 Working Days of the Expert being or becoming unable or unwilling to act, serve a notice on all the other parties proposing a replacement Expert and the parties will follow the process at clause 8.4 to settle the appointment of the replacement Expert.
- 8.7 The Expert shall act as an expert and not as an arbitrator and their decision will (in the absence of manifest error) be final and binding on the parties hereto and at whose the Expert's cost shall be at their discretion or in the event that they makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 8.8 The Expert is to have 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.
- 8.9 The Expert will be appointed subject to an express requirement that they reach their decision and communicates 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 30 Working Days from the date of their appointment to act.
- 8.10 The Expert will be required to give notice to each of the said-parties inviting each of them to submit to them the Expert within 10 Working Days written submissions and supporting material and will afford to each of the said-parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material.

8.11 The parties agree that nothing in <u>Clauses clauses</u> 8.1 to 8.10 shall prevent the Councils from enforcing this Deed in accordance with the Development Consent Order.

9. **NOTICES**

- 9.1 Any notice, consent or approval or other communication required to be given under this Deed must be in writing and shall be addressed as provided for in clause 9.4.
- 9.2 Any such notice must be delivered by hand (including by courier or process server) or by pre-paid recorded delivery post and shall conclusively be deemed to have been received:
 - 9.2.1 if delivered by hand, on the next Working Day after the day of delivery; and
 - 9.2.2 if sent by pre-paid recorded delivery post and posted within the United Kingdom, at 9:00am on the day [] second Working Days Day after the date of posting.
- 9.3 A notice received or deemed to be received in accordance with Clause clause 9.2 on a day which is not a Working Day, or after 5pm on any Working Day, shall be deemed to be received on the next following Working Day.
- 9.4 Subject to clause 9.5, the address, relevant addressee and reference for each party are:
 - 9.4.1 in the case of Suffolk County Council:

Address: Suffolk County Council, Endeavour House, 8

Russell Road, Ipswich, Suffolk, IP12BX

Relevant addressee: Executive Director of Growth, Highways and

Infrastructure

Reference: SIZEWELL C DEED OF OBLIGATION

9.4.2 in the case of East Suffolk Council:

Address: East Suffolk Council, Riverside, 4 Canning Road,

Lowestoft, NR33 0EQ

Relevant addressee: Philip Ridley, Head of Planning and Coastal

Management

Reference: SIZEWELL C DEED OF OBLIGATION

9.4.3 for SZC Co:

Address: NNB Generation Company (SZC) Limited, 90 Whitfield

Street, London, England W1T 4EZ

Relevant addressee: Chief Planning Officer

Reference: SIZEWELL C DEED OF OBLIGATION

- 9.5 Any party may give notice of a change to its name, address, or relevant addressee for the purposes of this clause 9 provided that PROVIDED THAT such notification shall only be effective on:
 - 9.5.1 the date specified in the notification as the date on which the change is to take place; or
 - 9.5.2 if no date is specified or the date specified is less than five clear Working Days after the date on which the notice is received or deemed to be received, the fifth Working Day after the notice of any such change is given.

10. **INDEXATION**

Unless otherwise indicated in this Deed, all All payments and financial contributions to be paid, provided or made available pursuant to this Deed and all maximum or capped liabilities under this Deed will be increased by reference to the amount of the increase in the Index from the date of this Deed until the date payment is due in accordance with the

following formula (where the Index at Payment Date / Index at today's date is equal to or greater than one (1)):

Amount Payable = Sum x (Index at Payment Date / Index at today's date)

where:

- "Amount Payable" is the amount of money required to be paid;
- "Sum" is the amount of the Contribution or other sum of money stated in this Deed:
- "Index at Payment Date" is the Index published two months before the Payment Date (for example, the Index published in January where the Payment Date is in March); and
- "Index at today's date" is the relevant Index published two months prior to the date the Development Consent Order is made of this Deed.

11. INTEREST

Where any obligation in this Deed is expressed to require SZC Co to pay any sum of money, interest at the Interest Rate shall be payable in addition to the sum of money itself calculated from the due date Payment Date to the date on which the sum of money is actually paid.

12. NOTICE OF PHASES, PAYMENTS AND DISPOSITIONS

- 12.1 SZC Co shall notify each of the other parties to this Deed:
 - 12.1.1 at least 30 Working Days prior to the Commencement Date, of the anticipated date of Commencement of works pursuant to the Development Consent Order at least 30 Working Days prior to Commencement, PROVIDED THAT for the avoidance of doubt nothing in this Deed shall prevent Commencement from having occurred lawfully in the event this notice is not served in accordance with this clause;
 - 12.1.2 of the anticipated date of the Transitional Date at least 30 Working Days prior to the Transitional Date, of the anticipated date of the Transitional Date PROVIDED THAT for the avoidance of doubt nothing in this Deed shall prevent Transition from having occurred lawfully in the event this notice is not served in accordance with this clause:
 - 12.1.3 within 10 Working Days of the actual Commencement Date;
 - 12.1.4 within 10 Working Days of the actual Transitional Date;
 - 12.1.5 within 10 Working Days of the day on which the Construction Period ends; and
 - 12.1.6 within 10 Working Days of the acquisition of any freehold or leasehold interest in the Sites by SZC Co; and
 - 12.1.7 within 10 Working Days of a transfer of all or part of the Undertaking or any other transfer or grant of the benefit of the Development Consent Order made pursuant to the Development Consent Order.
- 12.2 Where in this Deed an obligation is required to be performed by a specified point such as "Commencement" the Parties parties agree that such trigger may be varied if agreed in advance with the relevant Councils (in consultation with any relevant third party identified in the obligation or directly affected by such proposed variation) in writing PROVIDED THAT such agreement shall not be given (except for minor or immaterial variations) unless it has been demonstrated to the satisfaction of the relevant Council that the variation sought does not give rise to any materially new or materially different environmental effects in comparison with those assessed in the Environmental Information.

13. COMMUNICATIONS

- 13.1 On or before Commencement, SZC Co shall submit a Communication Protocol to the Councils for approval.
- 13.2 The Communications Officers for East Suffolk Council and Suffolk County Council (or such other central point as may be agreed between SZC Co, East Suffolk Council and Suffolk County Council) will-shall coordinate External Communications on behalf of Suffolk County Council and East Suffolk Council with SZC Co's communications team in accordance with a-the approved Communication Protocol to be agreed between the parties. Once communications material associated with a project or activity funded from the Contributions has been produced in accordance with the approved Communication Protocol, SZC Co shall have the right to include information in its future communications without the need for approval by the other parties to this Deed.
- 13.3 The parties agree that where particular mitigation works, projects or benefits are funded from any of the Contributions secured under this Deed:
 - 13.3.1 SZC Co shall have the right to be acknowledged as having funded such mitigation works, projects or benefits;
 - 13.3.2 SZC Co branding and/or corporate images or logos shall be included (unless instructed to the contrary by SZC Co in writing) in literature or publicity material relating to such works, projects or benefits, at the sole cost of SZC Co;
 - 13.3.3 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
 - 13.3.4 SZC Co shall at its sole cost have the right to be involved in publicity activities relating to such <u>mitigation</u> works, projects or benefits in consultation with the Councils.

14. NATIONAL POLICY STATEMENT EN-1

14.1 ¹²[The Parties agree that the obligations contained in the Schedules to this Deed are necessary to make the Project acceptable in planning terms, are directly related to the Project and are fairly and reasonably related in scale and kind to the Project and thus satisfy the tests in paragraph 4.1.8 of NPS EN-1.]

14. 45.THIRD PARTIES

- 14.1 15.1 The Schedules to this Deed are subject to this clause 1514.
- <u>14.2</u> <u>15.2</u>Where:
 - 14.2.1 15.2.1 any payments identified in the Schedules to this Deed are stated to be payable by SZC Co to East Suffolk Council or Suffolk County Council for onward transfer to a person who is not a party to this Deed (a "third party"); and/or
 - 14.2.2 15.2.2 any third party is entitled to nominate a member of a Governance Group,

East Suffolk Council and/or Suffolk County Council (as relevant) and SZC Co shall use reasonable endeavours to enter into an agreement with the third party substantially in the form attached to this Deed at Annex [•] B (a "Deed of Covenant"), unless otherwise agreed by the relevant Council and SZC Co.

14.3 1f after using reasonable endeavours East Suffolk Council or Suffolk County Council (as relevant) and SZC Co are unable to enter into a Deed of Covenant with any third party prior to either the date when payment is due to be paid to that third party or the date of the first meeting of the relevant Governance Group (as relevant):

Note: The details of the obligations in the Schedules are subject to further consideration and negotiation with the Councils. It is the Applicant's intention to negotiate obligations which are compliant with the relevant policy.

² Note: Reference to NPS EN-1 to be revisited in event that new NPS is published.

- 14.3.1
- 14.3.2 A 15.3.2 East Suffolk Council or Suffolk County Council (as relevant) and SZC Co shall use reasonable endeavours to meet with the relevant third party within 20 Working Days of the date when the payment was due to be paid in order to discuss the reasons why the Deed of Covenant has not been entered into; and
- 14.3.3 15.3.3if no Deed of Covenant has been entered into within 30 Working Days of the date when the payment was due to be paid or the date of the second meeting of the relevant Governance Group (as relevant), SZC Co and East Suffolk Council and/or Suffolk Council (as relevant) shall meet to determine:
 - (A) either alternative delivery of the relevant mitigation or an alternative form of mitigation; and/or
 - (B) whether an alternative form of agreement may be entered into with the third party (at the discretion of the relevant Council and SZC Co); and/or
 - (C) where necessary, an alternative third party to nominate a member of the relevant Governance Group.
- 14.4 15.3.4Where clause 15.3.3(A(A) applies and it is agreed between the parties that East Suffolk Council and/or Suffolk County Council shall deliver the relevant mitigation the relevant Council shall deliver such mitigation as so agreed using the payment previously made by SZC Co.
- <u>15.</u> <u>16.</u>VAT
- 15.1 46.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.
- 15.2 16.2SZC Co shall not be obliged to make any contributions towards VAT payable by the Councils in respect of any works to be undertaken by the relevant Councils insofar and to the extent that the amount of VAT is (by way of off-set or otherwise) recoverable or reimbursable to the Councils.
- 46.3 If this Deed or anything contained in it gives rise to a taxable supply for VAT purposes by the Councils or by any third party to SZC Co then SZC Co shall pay to the relevant Council or third party an amount equal to the VAT chargeable in addition to and at the same time as any payment or the provision of any other consideration for such supply upon provision of a valid VAT invoice addressed to SZC Co.
- 16. 17.LEGAL COMPLIANCE
- 16.1 17.1 Nothing in this Deed (including its Schedules) shall require SZC Co to do anything that would be or that SZC Co is properly advised by its legal advisors would be contrary to data protection, confidentiality and/or any other applicable legal requirements or otherwise unlawful for any reason.
- 47.2 Nothing in this Deed (including its Schedules) shall require any of the Councils to do anything that would be or that the relevant Council is properly advised by its legal advisors would be contrary to data protection, confidentiality and/or any other applicable legal requirements or otherwise unlawful for any reason.
- <u>16.3</u> <u>SZC Co and the Councils shall enter into Data Sharing and Confidentiality Agreements on or before Commencement.</u>
- 17. 48.ENFORCEMENT
- 17.1 18.1 In the event the Councils seek to enforce by injunction any restrictions or requirements imposed under the this Deed of Obligation, SZC Co shall not seek from the courts a cross-undertaking in damages from the Councils.

17.2 18.2SZC Co shall indemnify each Council against any costs arising out of or as a result of that Council exercising its right under the this Deed of Obligation to enter land in order to carry out any operations required to be carried out in, on, under or over such land pursuant to this Deed, where SZC Co has breached its obligation under this Deed to carry out such operations.

18. 49. COUNCILS' POWERS

Nothing in this Deed shall fetter the statutory rights, powers or duties of the Councils.

19. 20.REVIEW

- 20.1 In the event that the Construction Period does not end prior to the eleventh anniversary of the Commencement Date, within six three months of the eleventh anniversary of the Commencement Date SZC Co together with the Councils shall carry out a joint review of the level of the Contributions payable pursuant to this Deed, having regard to:
 - 19.1.1 20.1.1the progress of the Project and the anticipated programme for the overall Project until the end of the Construction Period (including anticipated timings and whether the Construction Period is anticipated to last longer than the twelve years envisaged by the level of Contributions set out in this Deed);
 - 19.1.2 20.1.2the level of unspent Contributions previously paid and any Contributions yet to be paid pursuant to this Deed;
 - <u>19.1.3</u> where relevant, the agreed level of annual instalments payable in respect of a particular Contribution;
 - <u>19.1.4</u> <u>20.1.3</u> any materially new or materially different environmental effects to those assessed in the Environmental Information; and
 - 19.1.5 20.1.4the anticipated duties likey likely to be imposed on the Councils over and above as a direct result of the Project which impact their normal statutory duties during the remainder of the Construction Period.
- 20.2 Following the joint review, SZC Co shall prepare a report indetifying identifying where any funding or Contributions paid or payable by SZC Co pursuant to this Deed should, either partially or fully, continue or be adjusted to be payable during the Construction Period after the twelfth anniversary of the Commencement Date or should be adjusted to provide for the mitigation of materially new or materially different environmental effects to those assessed in the Environmental Information arising as a result of the extension of the Construction Period.
- 20.3SZC Co shall provide a draft of the report to be completed under clause 20.2-19.2 to the Councils by not later than the three-six months prior to the twelfth anniversary of the Commencement Date and shall have regard to any reasonable representations or proposed amendments provided by the Councils on this draft provided that PROVIDED THAT such representations or amendments are received within 20 Working Days of the Councils' receipt of the draft report (or such longer period agreed between the Councils and SZC Co).
- 20.4SZC Co shall provide submit to the Councils for approval a final copy of the report completed under paragraph 20.2 to the Councils clause 19.2 by not later than three months prior to the twelfth anniversary of the Commencement Date and shall thereafter provide any funding in the amount determined by SZC Co pursuant to paragraph 20.2.
- In the event that the Councils consider that the final report has not had regard to their reasonable representations or amendments, such a disagreement shall be considered a Dispute subject to Clause 8 the Councils shall notify SZC Co of such matters not taken into account and SZC Co shall prepare a duly amended report within 20 Working Days of receiving such notice which shall be submitted to the Councils for approval.
- 19.6 In the event that the Councils consider that the revised report prepared pursuant to clause 19.5 has not had regard to their reasonable representations or amendments, such a

- <u>disagreement shall be considered a Dispute to be determined by the Expert pursuant to clause 8.</u>
- 19.7 SZC Co shall pay to East Suffolk Council or Suffolk County Council (as appropriate) any monies due pursuant to and in accordance with the report approved by the Councils pursuant to clause 19.4, the report approved by the Councils pursuant to clause 19.5 or the report as agreed following a referral of a Dispute to the Expert pursuant to clause 19.6, as applicable.

20. 21. VARIATION

- 20.1 21.1 No variation of this Deed shall be effective unless it is made:
 - 20.1.1 21.1.1in writing and executed as a deed by, or on behalf of, each of the parties; or
 - 20.1.2 21.1.2 further to a determination by the Secretary of State in accordance with Article [9B] the provisions of the Development Consent Order.

21. 22.GOOD FAITH AND APPROVAL

- 21.1 The parties agree with each other to act reasonably and in good faith in the discharge of the obligations contained in this Deed.
- 21.2 Where in this agreement Deed it is stated that SZC Co's consent, approval or agreement is required, SZC Co agrees not to unreasonably withhold its consent, approval or agreement and to confirm in writing its consent, approval or agreement or otherwise of the relevant matter, scheme or measure within 21 days 15 Working Days of the date of receipt of details of such matter, scheme or measure, or such longer period as may be agreed in writing between the relevant Council and SZC Co, and in the event of SZC Co failing to respond within the relevant decision period (or longer period as agreed) that the relevant Council may proceed on the basis that such matter, scheme or measure has been approved by SZC Co.
- 21.3 SZC Co considers that further information is required to determine a request for consent, approval or agreement:
 - 21.3.1 22.3.1SZC Co shall as soon as practicable notify the relevant Council in writing specifying the further information required; and
 - 21.3.2 the parties agree that the time between the request for and receipt of such further information shall not be counted in calculating the end of the decision period as set out in paragraph 22.21.2.
- 21.4 22.4Notwithstanding any other provision of this Deed, where SZC Co's consent, approval or agreement is required under this Deed, SZC Co agrees that such consent, approval or agreement shall not be given except where it has been demonstrated to the satisfaction of SZC Co that the subject matter of the consent, approval or agreement does not give rise to any materially new or materially different environmental effects to those assessed in the Environmental Information.

22. 23.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.

23. 24. JURISDICTION

- 23.1 24.1 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.
- 23.2 24.2 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).

24. 25.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.

25. 26.DATE OF DELIVERY

This Deed is delivered on the date of this Deed.

SCHEDULE 1 COUNCILS' GENERAL OBLIGATIONS

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:

"Accrued Interest" means interest at the base lending rate of the Bank of England from time to time.

2. THE CONTRIBUTIONS

- 2.1 Unless otherwise agreed between the Partiesparties, East Suffolk Council and Suffolk County Council shall each use reasonable endeavours to establish an interest-bearing account or accounts where those Contributions and/or other sums of money that are payable to them pursuant to this 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.
- 2.2 The Councils each covenant with SZC Co that they shall, on receipt of the Contributions or other amounts from SZC Co payable to them pursuant to this Deed, place the received sums of money in such notified account or accounts.
- 2.3 Interest accruing to the account or accounts in which the Contributions payable to the Councils pursuant to this 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.
- 2.4 East Suffolk Council and Suffolk County Council shall each provide SZC Co with copies of all account statements and other correspondence received in relation to the accounts established pursuant to this Schedule 1.

3. APPLICATION OF CONTRIBUTIONS

- 3.1 The Councils each covenant with SZC Co in respect of monies that each of them receive pursuant to this Deed not to spend the relevant monies other than for the purposes specified in this Deed in relation to the relevant Contribution or sum of money.
- 3.2 The Councils each covenant with SZC Co that they will within 6 months of the Commencement Date and annually thereafter until the Contributions have been spent provide SZC Co with a statement setting out details of the purposes to which the monies have been applied.
- 3.3 Notwithstanding paragraph 3.2, SZC Co shall in any event have the right to audit all expenditure funded from the Contributions or other amounts secured under this Deed and the Councils each covenant with SZC Co to provide access to all such information and evidence to enable SZC Co to carry out any such audit on an annual basis.

4. UNSPENT CONTRIBUTIONS

4.1Unless expressly stated otherwise in this Deed, if any amount of money paid to the Councils under this Deed by SZC Co remains unspent or which has not been Committed within 5 years of the date that amount was paid by SZC Co (and for the avoidance of doubt where a sum is paid to the Councils in tranches this period runs separately for each tranche from the date the relevant tranche is received by the relevant Council), the Councils shall repay any such unspent or not 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 the parties.

5. APPROVAL

5.1 Subject to paragraph 5.3, where in this <u>agreement Deed</u> it is stated that East Suffolk Council's or Suffolk Council's consent, approval or agreement is required, the

relevant Council agrees—not to unreasonably withhold its consent approval or agreement and to confirm in writing its consent, approval or agreement or otherwise of the relevant matter, scheme or measure within 28 days of the date of receipt of details of such matter, scheme or measure, or such longer period as may be agreed in writing between SZC Co and the relevant Council, and in the event of the relevant Council failing to respond within the relevant decision period (or longer period as agreed) that SZC Co may proceed with the Project on the basis that such matter, scheme or measure has been approved by the relevant Council.:

- 5.1.1 not to unreasonably withhold its consent approval or agreement and to confirm in writing its consent, approval or agreement or otherwise of the relevant matter, scheme or measure within 28 days of the date of receipt of details of such matter, scheme or measure, or such longer period as may be agreed in writing between SZC Co and the relevant Council; and
- <u>in the event of the relevant Council failing to respond within the relevant decision period (or longer period as agreed), then SZC Co may proceed with the Project on the basis that such matter, scheme or measure has been approved by the relevant Council.</u>
- 5.2 Subject to paragraph 5.3, if the relevant Council considers that further information is required to determine a request for consent, approval or agreement:
 - 5.2.1 the relevant Council shall as soon as practicable notify SZC Co in writing specifying the further information required; and
 - 5.2.2 the parties agree that the time between the request for and receipt of such further information shall not be counted in calculating the end of the decision period as set out in paragraph 5.1.
- 5.3 Paragraphs 5.1 and 5.2 shall not apply to any approval of any assessment, report, plan or other document that is required by the Noise Mitigation Scheme.
- Notwithstanding any other provision of this Deed, where a Council's consent, approval or agreement is required under this Deed, each Council agrees that such consent, approval or agreement shall not be given except where it has been demonstrated to the satisfaction of the relevant Council that the subject matter of the consent, approval or agreement does not give rise to any materially new or materially different environmental effects to those assessed in the Environmental Information.

6. LOCAL LAND CHARGES

- 6.1 This Deed shall be registered by East Suffolk Council as a local land charge in the register of local land charges maintained by East Suffolk Council:
 - 6.1.1 promptly after the date of this Deed in respect of the Owned Interest; and
 - 6.1.2 promptly after the date of East Suffolk Council's receipt of each written notice from SZC Co in accordance with Clause clause 12.1.6 in respect of any interests as are the subject of such notice.

7. PUBLIC INFORMATION PORTAL

- 7.1 East Suffolk Council shall host an online information portal which shall provide access to publicly available information which shall include the following information:
 - 7.1.1 approved documents;
 - 7.1.2 discharging details for Requirements;
 - 7.1.3 notes of meetings of the Governance Groups; and
 - 7.1.4 public information requests-; and
 - <u>7.1.5</u> <u>the publication of spent contributions in accordance with the details provided pursuant to paragraph 3.2.</u>

Draft 24 September 2021: Subject to Contract

SCHEDULE 2 COUNCILS RESOURCING

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:

"Air Quality Monitoring" means [•]; the monitoring of air quality in respect of the Project required by all relevant legislation at the date of this Deed;

<u>"LLFA Function"</u> means a function within Suffolk County Council during the Construction Period whose responsibilities shall include but are not limited to the coordination of all matters requiring approval of the lead local flood authority pursuant to the Development Consent Order or this Deed in relation to the Project;

"Energy Projects Manager" means the suitably qualified and experienced officer employed or contracted by East Suffolk Council to-[•]: be the planning lead on behalf of East Suffolk Council for the Construction Phase of the Project; manage discharge of Requirements in the Development Consent Order and schedules in this Deed attributed to East Suffolk Council including carrying out necessary consultations with internal and external bodies, attend and participate in regular meetings with SZC Co and others; ensure East Suffolk Council responsibilities within this Deed are met; monitoring of the Development Consent Order and this Deed; to report and manage enforcement of the Project; be the first contact point for SZC Co during the Construction Phase for East Suffolk Council and to carry out any other duties reasonably required on behalf of East Suffolk Council in connection with the Development Consent Order, this Deed and/or the Project;

"Energy Projects Planner" means the suitably qualified and experienced officer employed or contracted by East Suffolk Council to [•] support the Energy Projects Manager in their responsibilities under this Deed of Obligation, be the second contact point for SZC Coduring the construction phase for East Suffolk Council and to carry out any other duties reasonably required on behalf of East Suffolk Council in connection with the Development Consent Order, this Deed and/or the Project;

"Environmental Health Officer" means the suitably qualified and experienced officer employed or contracted by East Suffolk Council to | be the environmental health lead on behalf of East Suffolk Council for the Construction Phase of the Project; review, assess and approve documents for the discharge of Requirements in the Development Consent Order for matters associated with noise, vibration, air quality and other environmental health matters; review, assess and approve applications made under the bespoke mitigation plan process, and undertake compliance and monitoring for activities associated with the Construction Phase of the Project: respond to and investigate complaints of environmental health matters and non-compliance with approved documents and works and provide the required level of consultation to SZC Co in respect of secured processes such as the Noise Mitigation Scheme; attend and participate in regular meetings with SZC Co and others; ensure East Suffolk Council responsibilities in respect of environmental health are met, be the main contact point for SZC Co during the Construction Phase for environmental health for East Suffolk Council and to carry out any other duties reasonably required on behalf of East Suffolk Council in connection with the Development Consent Order, this Deed and/or the Project;

"Officers" means all those persons employed or otherwise appointed by East Suffolk Council and/or Suffolk County Council whose costs of employment are funded in whole or in part by contributions Contributions made by SZC Co pursuant to this Schedule 2 including all such persons who were already employed or retained by the Councils before the date of this Deed.

<u>"Programme Management Function"</u> means a function within Suffolk County Council during the Construction Period whose responsibilities shall include:

(a) maintaining strategic oversight of the Project on behalf of Suffolk County Council;

- (b) "Project Director" means the suitably qualified and experienced officer employed or contracted coordination of all activities and engagement by Suffolk County Council to [•];in relation to the Project; and
- (c) <u>corporate representation in relation to the Project on behalf of Suffolk County Council;</u>
- "Public Information Portal" means the online information portal hosted by East Suffolk Council pursuant to Schedule 1, Paragraph paragraph 7; and
- "Transport Manager" means the suitably qualified and experienced officer employed or contracted by Management Function" means a function within Suffolk County Council to [e].during the Construction Period whose responsibilities shall include:
- (d) <u>the coordination of all highways and transport matters relating to the Project on</u> behalf of Suffolk County Council; and
- (e) the chairing of the Transport Review Group.

2. EAST SUFFOLK COUNCIL OFFICER SUPPORT

- 2.1 SZC Co shall pay to East Suffolk Council:
 - 2.1.1 the sum of £81,750 per annum on or before the Commencement Date and on each anniversary of the Commencement Date during the Construction Period for an Energy Projects Manager;
 - 2.1.2 the sum of £39,180 per annum on or before the Commencement Date and on each anniversary of the Commencement Date during the Construction Period for a an Energy Projects Planner; and
 - 2.1.3 the sum of £57,479 per annum on or before the Commencement Date and on each anniversary of the Commencement Date for the first six years of construction for an Environmental Health Officer.
- 2.2 SZC Co's maximum liability under this paragraph 2 shall be £1,451,160 index linked£1,796.034.

3. SUFFOLK COUNTY COUNCIL OFFICER SUPPORT

- 3.1 SZC Co shall pay to Suffolk County Council: the sum of £144,000 per annum to be paid on or before Commencement and then on each anniversary of the Commencement Date during the Construction Period towards Suffolk County Council carrying on the Programme Management Function and Transport Management Function.
 - the sum of £72,000 per annum on or before 3.1.1the Commencement Date and on each anniversary of the Commencement Date during the Construction Period for a Project Director;
- 3.2 SZC Co shall pay the sum of £72,000 per annum 60,000 to Suffolk County Council on or before the Commencement Date and on each anniversary of the Commencement Date during the Construction Period for a Transport Manager; towards Suffolk County Council carrying on the LLFA Function.
- 3.2 SZC Co's maximum liability under this paragraph 2-3 shall be £1,728,000 index linked1,788,000.

4. SZC SUPPORT CONTRIBUTIONS

- 4.1 SZC Co shall pay the sum of £150,000 to East Suffolk Council on or before the Commencement Date and on each anniversary of the Commencement Date during the Construction Period thereafter as a contribution towards the cost of East Suffolk Council carrying out activities to support the Project.
- 4.2 SZC Co shall pay the sum of £150,000 to Suffolk County Council on or before the Commencement Date and on each anniversary of the Commencement Date during the

Construction Period thereafter as a contribution towards the cost of Suffolk County Council carrying out activities to support to the Project.

4.3 SZC Co's maximum liability under this paragraph 4 shall be £3,600,000 Index Linked.

5. NOISE AND AIR QUALITY MONITORING

- 5.1 During the Construction Period, SZC Co shall pay to East Suffolk Council:
 - 5.1.1 on or before the Commencement Date, £10,000;
 - 5.1.2 on the first three anniversaries of the Commencement Date occurring during the Construction Period, £10,748; and
 - 5.1.3 on the fourth to eighth anniversaries of the Commencement Date occurring during the Construction Period, £10,233.60,

as a contribution towards the cost of East Suffolk Council carrying out Air Quality Monitoring and monitoring and assessment of noise effects of the Project.

- In the event that new statutory duties that require East Suffolk Council to undertake air quality monitoring in respect of the Project other than the Air Quality Monitoring are imposed upon East Suffolk Council through the coming into force of new legislation prior to the end of the Construction Period, SZC Co shall pay to East Suffolk Council: or additional locations for Air Quality Monitoring are reasonably required for any other reasons, East Suffolk Council may request approval from the Environment Review Group of monies to fund such additional monitoring.
- 5.3 In the event that East Suffolk Council reasonably requires additional funds to cover the cost of monitoring and assessment of the noise effects of the Project, it may request approval from the Transport Review Group for the payment of such funds by SZC Co.
 - 5.2.1 on or before Commencement, £75,000;
 - 5.2.2 on the first eight anniversaries of the Commencement Date occurring during the Construction Period, £22,916.80;
- <u>Where the Environment Review Group or the Transport Review Group approve the payment of additional funds pursuant to paragraphs 5.2 or 5.3, such funds shall be paid by SZC Co within 30 days of such approval, up to a maximum liability of £348,734.40.</u>
 - 5.2.3 on the ninth to twelfth anniversaries of the Commencement Date occuring during the Construction Period, £22,600,

Provided That, in each case, SZC Co shall only be required to make any such payments where the relevant legislation comes into force prior to the date for payment given in this paragraph.

- 5.3 SZC Co's maximum liability under paragraph 5.2 shall be £348,734.40 Index Linked.
- 5.55.4East Suffolk Council shall provide SZC Co with the results of any monitoring and assessment carried out using the payments made in accordance with this paragraph 5.

6. PUBLIC INFORMATION PORTAL

On or before the Commencement Date, SZC Co shall pay the sum of £25,000 to East Suffolk Council to set up and host the Public Information Portal in accordance with paragraph 7 of Schedule 1 of this Deed.

7. **GOVERNANCE**

7.1 The sums paid to the Councils pursuant to this Schedule 2 shall only be applied by the Councils towards the provision of additional dedicated staff resources to fulfil the additional duties imposed on the Councils as a result of the Project and to ensure the efficient operation and management of the Project (in particular in managing the discharge of requirements pursuant to the Development Consent Order Requirements, the discharge

and monitoring of obligations set out within this Deed and support with governance arrangements).

SCHEDULE 3 ACCOMMODATION AND HOUSING

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 Co-ordinator" means the suitably qualified and experienced accommodation co-ordinator or co-ordinators appointed or commissioned by SZC Co in accordance with paragraph 4 who shall carry out the Accommodation Co-ordination;
 - "Accommodation Co-ordination" means the following tasks to:
 - (f) (a)collate, review and disseminate relevant information about the Project and Sizewell C Construction Workforce NHB Workers online to Accommodation Providers;
 - (g) (b)manage the Accommodation Management System, including maintaining relationships with Accommodation Providers and helping them to keep information related to their property up-to-date, and providing a point of contact for Accommodation Providers:
 - (h) (e)collect and monitor information about:
 - the stock of accommodation registered on the Accommodation Management System;
 - (ii) the number of Sizewell C Construction Workforce NHB Workers registered with the Accommodation Management System; and
 - (iii) utilisation of Project Accommodation; and
 - (i) (d) provide information for the purposes of the preparation of the monitoring report pursuant to paragraph 7.2;
 - "Accommodation Co-ordinator" means the suitably qualified and experienced accommodation co-ordinator or co-ordinators appointed or commissioned by SZC Co in accordance with paragraph 5 who shall carry out the Accommodation Co-ordination;
 - "Accommodation Management System" means the accommodation management system to be established by SZC Co to:
 - (a) provide information about the Sizewell C Construction Workforce NHB Workers to Accommodation Providers;
 - (b) provide information to Accommodation Providers about the safety standards and quality standards which are required to be met in order for accommodation to be registered on the Accommodation Management System;
 - (c) provide information to Accommodation Providers about tenancy guidance, regulations and legislation;
 - (d) allow Accommodation Providers to register suitable accommodation;
 - (e) include a searchable database of registered accommodation; and
 - (f) provide contact information to enable the Sizewell C Construction Workforce NHB Workers to contact registered Accommodation Providers;
 - "Accommodation Providers" means people and businesses who wish to offer accommodation to the Sizewell C Construction Workforce NHB Workers and to register with the Accommodation Management System;
 - "Accommodation Type Types" means the type types of accommodation, being either (i) private rented accommodation; (ii) owner occupied accommodation; (iii) tourist accommodation; or (iv) Latent Accommodation;
 - "Accommodation Working Group" means the group of the same name established pursuant to paragraph 7.1;

"Development Officer" means the suitably qualified and experienced officer employed or contracted by East Suffolk Council to implement measures within the Private Housing Supply Plan;

"East Suffolk Housing Strategy" means the strategy of that name setting out East Suffolk Council's ambitions and priorities for housing services from 2017 to 2023;

"First Accommodation Campus Date" means the date of the workforce survey carried out by SZC Co pursuant to paragraph 6.2.2.7.2.2 which first reports that the number of NHB Workers is more than 3,000;

"First Accommodation Campus Phase" means the first phase of the Accommodation Campus to be completed, including 1,200 bedspaces and amenity facilities;

"Housing and Homelessness Services Resilience Measures" means measures to support East Suffolk Council's statutory housing advice and homelessness prevention service where there is evidence of increased housing market stress impacting the level of demand on this service which may reasonably be related to the effects of the NHB Workferce-Workers (and any HB Worker moving their single address explicitly to work on the Project), including but not limited to (subject to agreement by the Accommodation Working Group that those measures would be effective in responding to effects which may be reasonably attributed to the Project):

- (a) staff resourcing, training and projects including but not limited to floating support, tenancy sustainment, outreach, family liaison and issue-specific projects;
- (b) temporary and emergency accommodation support;
- (c) landlord engagement and support; and
- (d) management of houses in multiple occupation including support for licencing, enforcement and maintenance support;

"Housing Contingency Fund" means the fund to be established by SZC Co in the amount of £10,356,823 in total to be paid in accordance with and for the purposes specified in paragraphs 3 and 4.3;

"**Housing Fund**" means the fund to be established by SZC Co in the amount of $\mathfrak{L}_{11,877,965-11,877,975}$ to be applied in accordance with this Schedule 3;

"Housing Needs Officer" means the suitably qualified and experienced officer employed or contracted by East Suffolk Council to implement measures within the Private Housing Supply Plan;

"Implementation Plan" has the meaning given in Schedule 9;

"Latent Accommodation" means any accommodation (including spare rooms) that is new to the market following the Commencement Date;

"LEEIE Caravan Park" means Work No. 1A(ee) in Schedule 1 to the Development Consent Order;

"LEEIE Date" means the date of the workforce survey carried out by SZC Co pursuant to paragraph 6.2.2-7.2.2 which first reports that the number of NHB Workers is more than 850;

"Private Housing Supply Plan" means the plan to be prepared by East Suffolk Council and approved by the Accommodation Working Group to fund any or all of the following initiatives (or any other appropriate initiatives which the Accommodation Working Group considers in its reasonable opinion would supply private housing in the Construction Period at an equivalent rate and value for money):

- (a) supporting rent and deposit guarantee schemes, in particular to support people at risk of homelessness:
- (b) providing equity loans to residents in the owner-occupied and private rented sector to enable them to secure suitable accommodation and free up homes or rooms in the private rented sector;

- (c) providing equity loans to residents in the social rented sector to help them access owner-occupied and rented property and rationalise the supply and occupancy of social rented homes as a result;
- (d) supporting empty homes back into use;
- (e) providing loans or grants or guaranteed lets, such as renovation grants or funding for minor improvement works and lodging or rent-a-room schemes;
- (f) helping to deliver the East Suffolk Housing Strategy pledge to work with housing associations to explore opportunities for mixed schemes of private sale and affordable housing to generate profits to replace grant funding; and
- (g) tackling under-occupation and maximising efficiency;
- "Private Sector Housing Officer" means the suitably qualified and experienced officer employed or contracted by East Suffolk Council to implement measures within the Private Housing Supply Plan;
- "Project Accommodation" means the Accommodation Campus and the LEEIE Caravan Park:
- "Project Support Officer" means the suitably qualified and experienced officer employed or contracted by East Suffolk Council to implement measures within the Private Housing Supply Plan;
- "Second Accommodation Campus Date" means the date of the workforce survey carried out by SZC Co pursuant to paragraph 6.2.2 7.2.2 which first reports that the number of NHB Workers is more than 4,800-;
- "Second Accommodation Campus Phase" means the second phase of the Accommodation Campus to be completed, including at least 1,200 bedspaces; and
- "Social Review Group" means the group of the same name established pursuant to Schedule 17; and
- "Tourist Accommodation Plan" means the plan to be produced by East Suffolk Council and approved by the Accommodation Working Group to set out measures to provide additional capacity and support to the tourist accommodation sector where effects may otherwise arise that could be in the reasonable opinion of East Suffolk Council attributed to the Project, including the following measures and others subject to agreement by the Accommodation Working Group (acting reasonably) that those measures would be effective in responding to effects which may be reasonably attributed to the Project:
- (a) a management strategy (the "Tourist Accommodation Management Strategy") setting out the principles and guidelines for conversion of sites, licence amendments and planning to increase the supply of bedspaces in a sustainable way to support the Project and local accommodation providers;
- (b) loans and grants for local accommodation providers, within the terms of the Tourist Accommodation Management Strategy, in order to increase capacity and resilience; and
- (c) support for outreach, licencing, enforcement and pre-application advice for East Suffolk Council, within the terms of the Tourist Accommodation Management Strategy.

2. HOUSING FUND

- 2.1 East Suffolk Council shall apply or procure the application of the Housing Fund in accordance with the terms of this Schedule 3.
- 2.2 East Suffolk Council shall only apply the Housing Fund towards any or all of the following initiatives:
 - 2.2.1 increasing the supply of bedspaces in private housing in accordance with the Private Housing Supply Plan in accordance with paragraph 2.6 of this Schedule;

- 2.2.2 supporting increased supply and availability of bedspaces in tourist accommodation in accordance with the Tourist Accommodation Plan in accordance with paragraph 2.7 of this Schedule; and
- 2.2.3 providing support for East Suffolk Council's housing advice service through the provision of Housing and Homelessness Services Resilience Measures in accordance with paragraph 2.8 of this Schedule.
- 2.3 When considering how to apply the Housing Fund, East Suffolk Council shall take into account any recommendations of the Accommodation Working Group and the extent to which the proposed initiative:
 - 2.3.1 is an effective means to mitigate the potential effects of the Project;
 - 2.3.2 gives priority to localities where the direct impacts of the Project are anticipated to be experienced;
 - 2.3.3 provides value for money; and
 - 2.3.4 where the initiative aims to increase the supply of bedspaces:
 - (A) would deliver bedspaces prior to the sixth anniversary of the Commencement Date or such alternative date notified to East Suffolk Council by SZC Co as being the date upon which peak workforce numbers are anticipated to be reached by SZC Co (acting reasonably); and
 - (B) offers the potential for recycling the Housing Fund so that it can be reinvested in other housing initiatives, as far as reasonably practicable.
- 2.4 On or before Commencement, and annually on or before the first six anniversaries of the Commencement Date, SZC Co shall pay £220,000 to East Suffolk Council to be applied solely to towards administration, expenses, or other related costs of the elements of the Housing Fund identified at paragraph 2.6, including the employment of the following officers:
 - 2.4.1 a Private Sector Housing Officer;
 - 2.4.2 a Housing Needs Officer;
 - 2.4.3 a Development Officer; and
 - 2.4.4 a Project Support Officer.-
- 2.5 The maximum liability of SZC Co pursuant to this paragraph 2 is £1,540,000 Index Linked.

2.6 Private Housing Market Supply

- 2.6.1 Within 6 months following Commencement, East Suffolk Council shall prepare a draft Private Housing Supply Plan and shall submit the draft Private Housing Supply Plan to the Accommodation Working Group for approval.
- 2.6.2 SZC Co shall pay the Housing Fund to East Suffolk Council in the following instalments for the purposes of delivering bedspaces in accordance with initiatives set out by the Private Housing Supply Plan:
 - (A) no later than 1 month following the date of the approval of the Private Housing Supply Plan by the Accommodation Working Group, £2,000,000 to be applied in accordance with the approved Private Housing Supply Plan; and
 - (B) on each anniversary anniversary of the date of the approval of the Private Housing Supply Plan prior to and including the sixth anniversary of the date of the approval of the Private Housing Supply Plan, the sum of £1,139,661, to be applied in accordance with the approved Private Housing Supply Plan.
- 2.6.3 Subject to Provided that the most recent payment due under paragraph 2.4 has been paid by SZC Co, every 12 months following the approval of the Private

Housing Supply Plan, East Suffolk Council shall provide the Accommodation Working Group with the following information:

- (A) expenditure of Housing Fund monies paid pursuant to paragraph 2.6.2 and the Private Housing Supply Plan by category of initiative and location:
- (B) bedspaces delivered by Housing Fund monies paid pursuant to paragraph 2.6.2 and the Private Housing Supply Plan by category of initiative and location; and
- (C) bedspaces planned for delivery using Housing Fund monies paid pursuant to paragraph 2.6.2 and the Private Housing Supply Plan by category of initiative and location.
- 2.6.4 Every 6 months following the approval of the Private Housing Supply Plan, SZC Co shall provide the Accommodation Working Group with the following information from the most recent workforce survey undertaken pursuant to paragraph 7.2.2 of this Schedule 3:
 - (A) estimated number of NHB Workers and HB Workers;
 - (B) estimated locations of NHB Workers and HB Workers;
 - (C) estimated split of Accommodation Types used by NHB Workers and HB Workers; and
 - (D) whether HB Workers moved explicitly as a result of gaining work on the Project and where they moved from.
- 2.6.5 The Accommodation Working Group may decide upon the receipt of information pursuant to 2.6.3 and 2.6.4 and any other information that the Accommodation Working Group (acting reasonably) considers necessary, to review the Private Housing Supply Plan and following such a review to request East Suffolk Council to consider preparing a revised draft Private Housing Supply Plan for its approval.
- 2.6.6 East Suffolk Council shall use reasonable endeavours to identity initiatives:
 - (A) for which the sums paid pursuant to paragraph 2.6.2 are required prior to the sixth anniversary of the Commencement Date;
 - (B) that are practicably deliverable before the sixth anniversary of the Commencement Date; and
 - (C) would deliver at least 1,200 bedspaces before the sixth anniversary of the Commencement Date.
- 2.6.7 SZC Co's maximum liability pursuant to this paragraph 2.6 is £8,837,966.

2.7 Tourist Accommodation Market Supply

- 2.7.1 Within 6 months of the Commencement Date, East Suffolk Council shall prepare a draft Tourist Accommodation Plan and shall submit the draft Tourist Accommodation Plan to the Accommodation Working Group for its approval.
- 2.7.2 SZC Co shall pay to East Suffolk Council the following instalments from the Housing Fund for the purposes of supporting the delivery of tourist accommodation capacity in accordance with initiatives set out by the Tourist Accommodation Plan:
 - (A) no later than 1 month following the date of the approval of the Tourist Accommodation Plan by the Accommodation Working Group, £100,000 to be applied towards implementation of the initiatives to be funded pursuant to paragraph 2.7.2(B) in accordance with the Tourist Accommodation Plan; and
 - (B) annually on the date of the approval of the Tourist Accommodation Plan during the Construction Period beginning on the first anniversary of the

date of the approval of the Tourist Accommodation Plan, £81,819 to be applied towards planning advice, information, licencing and support and loans to Accommodation Providers to enable the reconfiguration, expansion or any other increase in capacity of tourist accommodation in East Suffolk.

- 2.7.3 Subject to Provided that the most recent payment due under paragraph 1.12.4 has been paid by SZC Co, annually on the anniversary of the approval of the Tourist Accommodation Plan, East Suffolk Council shall provide the Accommodation Working Group with the following information:
 - (A) details of expenditure of Housing Fund monies, pursuant to paragraph 2.7.2 and the Tourist Accommodation Plan, by category of initiative and location; and
 - (B) details of initiatives and bedspaces delivered (if applicable) by Housing Fund monies pursuant to paragraph 2.7.2 and the Tourist Accommodation Plan by category of initiative and location.
- 2.7.4 The Accommodation Working Group may decide upon the receipt of information pursuant to 2.7.3 and 2.6.4, and any other information that the Accommodation Working Group (acting reasonably) considers necessary, to review the Tourist Accommodation Plan and following such a review to request that East Suffolk Council consider preparing a draft revised Tourist Accommodation Plan for its approval and if East Suffolk Council considers in its reasonable opinion that a revised Tourist Accommodation Plan is necessary, it shall prepare a draft revised Tourist Accommodation Plan for approval by the Accommodation Working Group within a timeframe agreed between East Suffolk Council and the Accommodation Working Group and until such time as the draft revised Tourist Accommodation Plan is approved by the Accommodation Working Group, the approved Tourist Accommodation Plan shall continue to have effect.
- 2.7.5 SZC Co's maximum liability pursuant to this paragraph 2.7 is £1,000,009.

2.8 Housing and Homelessness Services Resilience Measures

2.8.1 SZC Co shall pay £500,000 from the Housing Fund to East Suffolk Council on or before the first anniversary of the Commencement Date to be applied solely to the Housing and Homelessness Services Resilience Measures.

3. HOUSING CONTINGENCY FUND

3.1 Housing and Homelessness Services Resilience Measures

- 3.1.1 SZC Co shall pay (A)up to £1,050,000 from the Housing Contingency Fund to East Suffolk Council between the second anniversary of the Commencement Date and the end of the Construction Period in accordance with paragraph 3.1.2, to be applied solely to the Housing and Homelessness Services Resilience Measures.
- 3.1.2 Annually during the Construction Period on or before the anniversary of the Commencement Date, the Accommodation Working Group shall agree on the amount-_if any-_to be paid by SZC Co to East Suffolk Council pursuant to paragraph 3.1.1(A), having regard to:
 - (A) the information most recently provided by SZC Co pursuant to paragraph 2.6.4; and
 - (B) information provided by East Suffolk Council that the Accommodation Working Group agrees (acting reasonably) shows housing market stress relative to pre-Commencement levels which may reasonably be related to the effects of the NHB Workers (and any HB Workers moving their single address explicitly to work on the Project), including:

- (1) an increased level of homeless presentations and applications in East Suffolk compared to the national average for the same period;
- (2) an above average use of emergency and temporary accommodation in East Suffolk compared to the national average for the same period;
- (3) an above average use of discretionary housing payments in East Suffolk compared to the national average for the same period; and
- (4) an above average level of licence applications and enforcement action in respect of unlicensed Houses of Multiple Occupancy in East Suffolk compared to the national average for the same period.
- 3.1.3 SZC Co's maximum liability pursuant to this paragraph 3.1 is £1,050,000.

3.2 Residential Care Home Closure Contingency

- 3.2.1 In the event that a Suffolk County Council-provided residential care home providing accommodation for people closes during the Contruction Period Construction Period which would affect Suffolk County Council's duties and powers in connection with meeting needs for care and support under the Care Act 2014 and the Accommodation Working Group agrees (acting reasonably) that such closure is a direct result of the Project, SZC Co shall pay up to £216,823 from the Housing Contingency Fund to Suffolk County Council for the relocation of residents in that Council-provided residential care home.
- 3.2.2 The Accommodation Working Group shall determine the amount (if any) to be paid by SZC Co in accordance with paragraph 3.2.23.2.1, at the first meeting of the Accommodation Working Group following the closure of the relevant residential care home and in doing so shall having regard to any information provided by Suffolk County Council in respect of the closure, the impact of the Project and the estimated costs of relocation.
- 3.2.3 SZC Co's maximum liability pursuant to this paragraph 3.2 is £216,823 Index Linked.

4. PROJECT ACCOMMODATION

4.1 Accommodation Campus

- 4.1.1 Unless otherwise agreed with the Accommodation Working Group, SZC Co shall:
 - (A) use reasonable endeavours to deliver the Accommodation Campus in accordance with the Implementation Plan;
 - (B) complete the First Accommodation Campus Phase within three months of the First Accommodation Campus Date; and
 - (C) complete the Second Accommodation Campus Phase within three months of the Second Accommodation Campus Date.
- 4.1.2 In the event of a breach of paragraph 4.1.1(B), SZC Co shall pay to East Suffolk Council from the Housing Contingency Fund up to £4,020,000 as determined in accordance with paragraph 3.3.34.1.4, to be used by East Suffolk Council to deliver bedspaces in accordance with the approved Private Housing Supply Plan and to support the delivery of tourist accommodation capacity in accordance with the approved Tourist Accommodation Plan.
- 4.1.3 In the event of a breach of paragraph 4.1.1(C), SZC Co shall Co shall pay to East Suffolk Council from the Housing Contingency Fund up to £4,020,000 as determined in accordance with paragraph 4.1.34.1.4, to be used by East Suffolk

Council to deliver bedspaces in accordance with the approved Private Housing Supply Plan and to support the delivery of tourist accommodation capacity in accordance with the approved Tourist Accommodation Plan.

4.1.4 The amount payable by SZC Co pursuant to paragraph 4.1.2 or paragraph 4.1.3 (as relevant) shall be calculated in accordance with the following formula:

Amount Payable = £3,350 x (1,200 - Bedspaces Delivered) where:

"Amount Payable" is the amount of money required to be paid; and

"Bedpaces Bedspaces Delivered" is the number of bedspaces practically completed by SZC Co within the First Accommodation Campus Phase or Second Accommodation Campus Phase (as relevant) on the date given in paragraph 3.3.1(B4.1.1(B) or paragraph 3.3.1(C4.1.1(C) (as relevant).

4.1.5 SZC Co's maximum liability pursuant to this paragraph 4.1 is £8,040,000.

4.2 **LEEIE Caravan Park**

- 4.2.1 Unless otherwise agreed with the Accommodation Working Group, SZC Co shall:
 - (A) use reasonable endeavours to deliver the LEEIE Caravan Park in accordance with the Implementation Plan; and
 - (B) complete the LEEIE Caravan Park within three months of the LEEIE Date.
- 4.2.2 In the event of a breach of paragraph 4.2.1(B), SZC Co shall pay to East Suffolk Council from the Housing Contingency Fund up to £1,050,000 as determined in accordance with paragraph 4.2.3, to be used by East Suffolk Council to support the delivery of tourist accommodation capacity in accordance with the approved Tourist Accommodation Plan.
- 4.2.3 The amount payable by SZC Co pursuant to paragraph 4.2.2 shall be calculated in accordance with the following formula:

Amount Payable = £1,750 \times (600 – Bedspaces Delivered)

where:

"Amount Payable" is the amount of money required to be paid; and

"Bedpaces Bedspaces Delivered" is the number of bedspaces practically completed by SZC Co within the LEEIE Caravan Park on the date given in paragraph 3.3.1(A4.2.1(B).

4.2.4 SZC Co's maximum liability pursuant to this paragraph 4.2 is £1,050,000.

5. ACCOMMODATION CO-ORDINATOR

- 5.1 Throughout the Construction Period, SZC Co shall appoint one or more Accommodation Co-ordinators.
- 5.2 SZC Co shall carry out or procure that the appointed Accommodation Co-ordinator carries out the Accommodation Co-ordination.

6. ACCOMMODATION MANAGEMENT SYSTEM

- On or before Commencement, SZC Co shall establish the Accommodation Management System.
- 6.2 SZC Co shall operate or procure the operation of the Accommodation Management System throughout the Construction Period.

7. GOVERNANCE AND MONITORING

7.1 Accommodation Working Group

- 7.1.1 On or before Commencement, SZC Co shall establish the Accommodation Working Group which shall exist until the end of the Construction Period.
- 7.1.2 The Accommodation Working Group shall comprise:
 - (A) three representatives from SZC Co;
 - (B) two representative representatives from East Suffolk Council; and
 - (C) one representative from Suffolk County Council,

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

- 7.1.3 The Accommodation Working Group shall:
 - (A) meet either virtually or in a convenient location in East Suffolk or Ipswich at least twice a year, with the representative of East Suffolk Council acting as chair;
 - (B) meet no later than three months after the Commencement Date;
 - (C) refer to the Social Review Group for its determination any matter upon which the members of the Accommodation Working Group are unable to agree unanimously; and
 - (D) prepare six monthly reports to the Social Review Group to provide information on:
 - (1) the effectiveness of monies spent in accordance with the Housing Fund, Private Housing Supply Plan, Tourist Accommodation Plan and Housing and Homelessness <u>Services</u> Resilience Measures as described in this Deed; and
 - (2) relevant monitoring information provided to the Accommodation Working Group described in this Deed.
- 7.1.4 SZC Co shall be responsible for the administration of convening and holding meetings of the Accommodation Working Group.
- 7.1.5 SZC Co and the Councils agree that meetings of the Accommodation 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 The Accommodation Working Group-may make such further administrative arrangements and terms of reference in respect of its operation as it considers appropriate for the proper and efficient functioning of the Accommodation Working Group from time to time, with such further arrangements and terms of reference to be approved by 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 Accommodation 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 Accommodation Working Group from time to time, with such arrangements and terms of reference to be approved by the Social Review Group.
- 7.1.7 In the event that any of the quorate members Quorate Members of the Accommodation Working Group considers that a matter needs to be referred to the Social Review Group for urgent resolution, it shall notify the members of the

Social Review Group accordingly to invoke the urgency process in Schedule 17, paragraph 6.2.7.

7.2 Monitoring

- 7.2.1 At least once every 6 months during the Construction Period, SZC Co shall monitor the uptake of Project Accommodation and report to the Accommodation Working Group on the number of members of the Sizewell C Construction Workforce at occupancy levels of the Accommodation Campus and LEEIE Caravan SitePark.
- 7.2.2 Within 6 months from the Commencement Date, and at least once every 6 months during the Construction Period, SZC Co shall undertake a workforce survey, which will provide a statistically significant sample of the workforce to estimate:
 - (A) <u>the number of the SDS Construction Workforce and the Non-SDS</u>

 <u>Workforce and within each the number of NHB Workers and HB Workers;</u>
 - (B) the locations of the SDS Construction Workforce and the Non-SDS Workforce and within each the locations of NHB Workers and HB Workers;
 - (C) the split of Accommodation Types used by the SDS Construction
 Workforce and the Non-SDS Workforce and within each the split of
 Accommodation Types used by NHB Workers and HB Workers;
 - (D) the number of the SDS Construction Workforce and the Non-SDS
 Workforce who moved explicitly as a result of gaining work on the Project
 and where they moved from and within each the number of HB workers
 who moved explicitly as a result of gaining work on the Project and where
 they moved from; and
 - the number and location of family members (by school age cohort for children) of the SDS Construction Workforce and the Non-SDS

 Workforce and within each the number and location of NHB workers

 school age cohort for children),

provided that PROVIDED THAT SZC Co shall not be required to undertake a workforce survey during the first six months of the Construction Period.

7.2.3 SZC Co shall:

- use the workforce survey carried out pursuant to paragraph 7.2.1 7.2.2 and any information provided by the Accommodation Co-ordinator to produce a monitoring report; and
- (B) submit the monitoring report to the Accommodation Working Group within 2 months of the close of each workforce survey.
- 7.2.4 SZC Co shall report to the Accommodation Working Group at each meeting of that group on such information as may be relevant to East Suffolk Council in planning its delivery of bedspaces through the Private Housing Supply Plan, including information relating to:
 - (A) Sizewell C Construction Workforce on-boarding and recruitment; and
 - (B) progress in delivery of the Key Environmental Mitigation, including Project Accommodation.

SCHEDULE 4 EMERGENCY SERVICES

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:
 - "Ambulance Service Contribution" means the sum of £750,000 in total for the purposes of mitigating the potential significant impacts of or risks associated with the Project on the provision of services by the East of England Ambulance Service NHS Trust which is to be paid in accordance with paragraph 5;
 - "Budgeted NHB Investigations" means the number of Estimated NHB Investigations that funding provided by the Police Contribution will provide capacity for each Construction Year;
 - "Community Safety Officer" means the suitably qualified and experienced person appointed by SZC Co in accordance with paragraph 2.1.1 to conduct engagement with contractors, the Sizewell C Construction Workforce, the Councils-, the Suffolk Constabulary and the other emergency services through the Community Safety Working Group and Onsite On-Site Security to ensure that expectations of Sizewell C Construction Workforce behaviour encapsulated within the Workers-Worker Code of Conduct is implemented onsite and in the local community and that issues and community concerns related to safety and security are dealt with appropriately;
 - "Ambulance Service Contribution" means the sum of £750,000 in total for the purposes of mitigating the potential significant impacts of or risks associated with the Project on the provision of services by the East of England Ambulance Service Trust which is to be paid in accordance with paragraph 5;
 - "Fire and Rescue Service Contribution" means the sum of £1,441,705.60 in total for the purposes of mitigating the potential significant impacts of or risks associated with the Project on the provision of services by the Suffolk Fire and Rescue Service which is to be paid in accordance with paragraph 4;
 - "Police Contribution" means the sum of £8,000,000 in total for the purposes of mitigating the potential significant impacts of or risks associated with the Project on the provision of services by Suffolk Constabulary which is to be paid in accordance with paragraph 3;
 - "Emergency Services Contingency Contribution" means the sum of up to £[446,548] in total to be paid in accordance with and for the purposes specified in paragraph 3;
 - <u>"Community Safety Resilience Measures"</u> has the meaning given to this term in Schedule 5:
 - "Community Safety Working Group" means the group established pursuant to paragraph 9.1-10.1 to liaise on community safety matters in respect of the Project;
 - "Construction Year" means any year during the Construction Period, and the numbered Construction Year referred to in in this Schedule refers to each year as measured from Commencement, such that "Year 1" is the year from the Commencement Date to the anniversary of the Commencement Date, and Year 2 is the year between the first anniversary of the Commencement Date and the second anniversary of the Commencement Date etc;
 - "Emergency Co-ordinator" means the suitably qualified and experienced emergency coordinator or co-ordinators appointed by SZC Co in accordance with paragraph 2.1.2 who shall:
 - (a) appraise any incidents and allocate the On-site Emergency Response, and contact Suffolk Constabulary, Suffolk Fire and Rescue Service, and-<u>/or</u> East of England Ambulance Service NHS Trust (as relevant) to request assistance if required:

- (b) ensure a single point of contact <u>in the event of an emergency</u> with Suffolk Constabulary, Suffolk Fire and Rescue Service, and East of England Ambulance Service <u>NHS</u> Trust; and
- (c) meet Suffolk Constabulary, Suffolk Fire and Rescue Service, and East of England Ambulance Service NHS Trust (as relevant) at the previously agreed rendezvous point and escort them to the scene of the incident;
- <u>"Emergency Services Contingency Contribution"</u> means the sum of up to £446,548 in total to be paid in accordance with and for the purposes specified in paragraph 8;
- <u>"Estimated NHB Investigations"</u> means the number of SZC-related Investigations multiplied by:
- (a) the proportion of the average Sizewell C Construction Workforce comprising NHB Workers in the most recent Workforce Survey report; or
- (b) <u>if a Workforce Survey has not been carried out within the 9 months preceding the end of the relevant Construction Year 0.65;</u>
- "Fire and Rescue Service Contribution" means the sum of £1,441,705.60 in total for the purposes of mitigating the potential significant impacts of or risks associated with the Project on the provision of services by the Suffolk Fire and Rescue Service which is to be paid in accordance with paragraph 4;
- "Health and Wellbeing Officer" has the meaning given to this term in paragraph 1.1 of in Schedule 6;
- "On-site Emergency Response" means the On-site Security, the On-site Fire and Rescue, and Sizewell Health;
- "On-site Fire and Rescue" means the private fire and rescue service to be provided by SZC Co pursuant to paragraph 2.1.4 and located on the SZC Development Site during the Construction Period:
- "On-site On-Site Security" means the suitably qualified and suitably experienced private security service to be provided at all times during the Construction Period on the Main Development Site, and at all times once operational on the Accommodation Campus Site and the Freight Management Facility Site by SZC Co pursuant to paragraph 2.1.3;
- "Police Contribution" means the sum of £8,000,000 in total for the purposes of mitigating the potential significant impacts of or risks associated with the Project and the Sizewell C Construction Workforce (including site familiarisation and participation in the Community Safety Working Group and Transport Review Group) on the provision of services by Suffolk Constabulary which is to be paid in accordance with paragraph 3;
- "Public Services Resilience Fund" has the meaning given in Schedule 5;
- "School and Early Years Resilience Measures" has the meaning given in Schedule 5;
- "Sizewell Health" has the meaning given in Schedule 6; and
- "SZC-related Investigations" means either crime or non-crime investigations that relate to the Sizewell C Construction Workforce or occur at or on any of the Sites (or involving vehicles making journeys to/from such Sites, other than Abnormal Indivisible Loads under escort by the Suffolk Constabulary) and which require the engagement or otherwise involve Suffolk Constabulary such investigations to be evidenced through Suffolk Constabulary recording platforms in accordance with the Policing KPIs (Annex AA) and presented to the Community Safety Working Group annually for each Construction Year, and for the avoidance of doubt if an investigation relates to the Sizewell C Construction Workforce and that same investigation occurs on one of the Sites (or involves vehicles making journeys to/from such Sites, other than Abnormal Indivisible Loads under escort by the Suffolk Constabulary) then such investigation shall be counted as one investigation for the purposes of calculating the number of SZC-related Investigations:
- <u>"Social Care Resilience Measures (Adult Community Services)"</u> has the meaning given in Schedule 5;

<u>"Social Care Resilience Measures (Children and Young People's Services)" has the meaning given in Schedule 5; and</u>

"Transport Co-ordinator" has the meaning given in Schedule 16.

2. ON-SITE EMERGENCY RESPONSE

- 2.1 On or before Commencement and throughout the Construction Period thereafter, SZC Co shall:
 - 2.1.1 appoint a Community Safety Officer;
 - 2.1.2 appoint one or more Emergency Co-ordinators;
 - 2.1.3 provide On-Site Security; and
 - 2.1.4 provide On-_Site Fire and Rescue.

3. POLICE CONTRIBUTION

- 3.1 During the Construction Period, the following sums from the Police Contribution shall be paid <u>in the following instalments</u> by SZC Co to Suffolk County Council for onward payment to the Suffolk Constabulary:
 - 3.1.1the sum of £8,000,000 to contribute towards reasonable dedicated additional resourcing related to potential temporary uplift in demand for local police services related to the Project and the Sizewell C Construction Workforce (including site familiarisation and collaboration in the Community Safety Working Group), such sum to be paid in the following instalments:
 - 3.1.1 (A) on or before Commencement, £400,000 the sum of £227,142.08;
 - 3.1.2 (B) on or before the first anniversary of the Commencement Date, the sum of £400,000326,657.08;
 - 3.1.3 (C) on or before the second anniversary of the Commencement Date, £560,000 the sum of £923,747.08;
 - 3.1.4 (D) on or before the third anniversary of the Commencement Date, £720,000 the sum of £923,747.08;
 - 3.1.5 (E)on or before the fourth anniversary of the Commencement Date, £1,040,000the sum of £923,747.08;
 - 3.1.6 (F)on or before the fifth anniversary of the Commencement Date, £1,200,000the sum of £1,023,262.08;
 - 3.1.7 (G) on or before the sixth anniversary of the Commencement Date, £1,360,000 the sum of £1,023,262.08;
 - 3.1.8 (H)on or before the seventh anniversary of the Commencement Date, £1,120,000the sum of £923,747.08;
 - 3.1.9 (I)on or before the eighth anniversary of the Commencement Date, £640,000the sum of £923,747.08;
 - 3.1.10 (J)on or before the nineth ninth anniversary of the Commencement Date, the sum of £320,000326,657.08;and
 - 3.1.11 (K) on or before the tenth anniversary of the Commencement Date, the sum of £240,000, 227,142.08; and
 - 3.1.12 on or before the eleventh anniversary of the Commencement Date, the sum of £227,142.08.
- 3.2 If prior to receiving any of the Police Contribution instalments Suffolk Constabulary reasonably and properly incurs any expenditure for the purpose of the Police Contribution, then Suffolk Constabulary may immediately following receipt of the relevant instalment deduct from it such expenditure incurred PROVIDED THAT SZC Co's maximum liability in each instalment year shall not exceed the amount stated in paragraphs 3.1.1 to 3.1.12.

4. FIRE AND RESCUE SERVICE CONTRIBUTION

- 4.1 During the Construction Period-, <u>SZC Co shall pay</u> the sum of £626,761.76 601,761.76 from the Fire and Rescue Service Contribution shall be paid by SZC Co to Suffolk County Council for the provision of the Suffolk Fire and Rescue Service to contribute towards exercises on site, site visits and familiarisation, high risk site planning, training and resilience measures, such sum to be paid in the following instalments:
 - 4.1.1 On-on or before Commencement-, the sum of £60,914.88;
 - 4.1.2 On on before the first anniversary of the Commencement Date-, the sum of £35,915.8835,914.88;
 - 4.1.3 On or before each of the second, third, fourth and fifth anniversaries of the Commencement Date-, the sum of £47,993.20-;
 - 4.1.4 On on before the sixth anniversary of the Commencement Date-, the sum of £72,993.20; and
 - 4.1.5 On on or before the seventh anniversary of the Commencement Date and each subsequent anniversary of the Commencement Date throughout the Construction Period, the sum of £47,993.20.
- 4.2 During the Construction Period SZC Co shall pay the sum of £67,959.84 from the Fire and Rescue Service Contribution shall be paid by SZC Co to Suffolk County Council for the provision of the Suffolk Fire and Rescue Service to contribute towards attendance at and contribution to the Community Safety Working Group and collation of monitoring data relevant to the Transport Review Group, such sum to be paid in the following instalments:
 - 4.2.1 On on before Commencement Date and on each subsequent anniversary of the Commencement Date throughout the Construction Period, the sum of £5.663.32.
- 4.3 During the Construction Period-, <u>SZC Co shall pay</u> the sum of £771,984 from the Fire and Rescue Service Contribution shall be paid by <u>SZC Co</u>-to Suffolk County Council for the provision of the Suffolk Fire and Rescue Service to contribute towards provision of off-site community safety and fire safety services, such sum to be paid in the following instalments:
 - 4.3.1 On on or before Commencement Date and on each subsequent anniversary of the Commencement Date throughout the Construction Period, the sum of £64,332.
- 4.4 SZC Co's maximum liability pursuant to this paragraph 4 is £1,441,705.60.

5. AMBULANCE SERVICE CONTRIBUTION

- 5.1 During the Construction Period the following sums from the Ambulance Service Contribution shall be paid by SZC Co to Suffolk County Council for onward payment to the East of England Ambulance Service NHS Trust:
 - 5.1.1 the sum of £385,576 to contribute towards the costs incurred by East of England Ambulance Service NHS Trust of exercises on site, site visits and familiarisation, preparation for and attendance at meetings of the Community Safety Working Group and undertaking procedure and policy preparation and updates, such sum to be paid in the following instalments:
 - (A) on or before Commencement and on or before the first anniversary of the Commencement Date, the sum of £23,158; and
 - (B) on or before the second anniversary of the Construction Period

 Commencement Date and on or before each subsequent anniversary of the Commencement Date occurring during the Construction Period thereafter, the sum of £33,926;
 - 5.1.2 the sum of £242,424 to contribute towards the costs incurred by East of England Ambulance Service NHS Trust for additional ambulance call outs to the SZC Development Site, such sum to be paid in the following instalments:

- (A) on or before Commencement and on or before the each anniversary of the Commencement Date occurring during the Construction Period, the sum of £20,202; and
- 5.1.3 on or before the second anniversary of the Commencement Date, the sum of £122,000 to contribute towards the costs incurred by East of England Ambulance Service NHS Trust of a new response post or other measures determined by the East of England Ambulance Service NHS Trust to provide resilience to the service provided to the community in East Suffolk, such sum to be paid on or before the second anniversary of the Commencement Date.
- 5.2 SZC Co's maximum liability pursuant to paragraph 5.1 is £750,000.

6. RESILIENCE CONTRIBUTIONS

- On or before Commencement, SZC Co shall pay the sum of £50,000 to Suffolk County Council for onward payment to the Royal National Lifeboat Institution as a contribution towards the resilience of the services provided by the Royal National Lifeboat Institution in East Suffolk.
- On or before Commencement, SZC Co shall pay the sum of £50,000 to Suffolk County Council for onward payment to the East Anglian Air Ambulance as a contribution towards the resilience of the services provided by the East Anglian Air Ambulance in East Suffolk-.
- 6.3 SZC Co and Suffolk County Council agree that Schedule 1, paragraph 4 shall not apply to the payments made pursuant to this paragraph 6.

7. POLICE CONTINGENCY CONTRIBUTION RESERVE FUND



7.1 If at the end of any Construction Year (shown in column "A" in the table below), the number of Estimated NHB Investigations undertaken by the Suffolk Constabulary is equal to or exceeds the relevant threshold (shown in column "C" in the table below), Suffolk Constabulary may undertake a review of police resources.

| <u>A</u> | <u>B</u> | ID | |
|-------------------|--------------------------------|-----------------------|--|
| Construction Year | Budgeted NHB Investigations | Investigation Trigger | |
| <u>1</u> | <u>131</u> | <u>163</u> | |
| <u>2</u> | <u>197</u> | <u>229</u> | |
| <u>3</u> | <u>591</u> | <u>623</u> | |
| <u>4</u> | <u>591</u> | <u>623</u> | |
| <u>5</u> | <u>591</u> | <u>623</u> | |
| <u>6</u> | <u>657</u> | <u>689</u> | |
| <u>7</u> | <u>657</u> | <u>689</u> | |
| <u>8</u> | <u>591</u> <u>623</u> | | |
| <u>9</u> | <u>591</u> | <u>623</u> | |
| <u>10</u> | <u>197</u> <u>229</u> | | |

| <u>11</u> | <u>131</u> | <u>163</u> |
|-----------|------------|------------|
| <u>12</u> | <u>131</u> | <u>163</u> |

- 7.2 If the results of the review of police resources referred to at paragraph 7.1 indicates that additional funding is reasonably and demonstrably required in order to provide additional resources to mitigate the potential significant impacts of or risks associated with the Project and the Sizewell C Construction Workforce on the provision of services by Suffolk Constabulary, Suffolk Constabulary may request in writing (together with reasonable supporting evidence including reference to the Policing KPIs (Annex AA)) funding for such additional resources from SZC Co.
- <u>7.3</u> <u>Upon approval of a request from Suffolk Constabulary pursuant to paragraph 7.2 (such approval not to be unreasonably withheld), SZC Co shall pay such requested funding to Suffolk County Council for onward payment to Suffolk Constabulary.</u>
- 7.4 If SZC Co does not approve a request from Suffolk Constabulary pursuant to paragraph
 7.2, a default position will occur, whereby SZC Co shall pay the following reserve funding to Suffolk County Council for onward payment to the Suffolk Constabulary:
 - 7.4.1 £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
 - 7.4.2 £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.
- 7.5 SZC Co's maximum liability pursuant to this paragraph 7 is £1,500,000.

8. EMERGENCY SERVICES CONTINGENCY CONTRIBUTION

- 8.1 Subject to paragraph 8.58.4, SZC Co shall pay the following to East Suffolk Council from the Emergancy Emergency Services Contingency Contribution:
 - in the event that any protest or demonstration against the Project occurs during the Construction Period, an amount determined and approved in accordance with paragraph 8.5-8.4 to contribute towards the uninsured costs of any repairs, making good or cleaning reasonably incurred by East Suffolk Council as a result of that protest or demonstration PROVIDED THAT the total amount paid under this paragraph 8.1.1 shall not exceed £1£63,038; and
 - in the event of any incident in relation to the Project during the Construction Period that results in the evacuation of local residents or businesses from their premises, an amount <u>determined determined</u> and approved in accordance with paragraph 8.5.8.4 to contribute towards the costs incurred by East Suffolk Council in relation to that evacuation PROVIDED THAT the total amount paid under this paragraph 8.1.2 shall not exceed £££249.430.
- 8.2 Subject to paragraph <u>8.58.4</u>, SZC Co shall pay the following to Suffolk County Council from the <u>Emergancy Emergency</u> Services Contingency Contribution:
 - in the event of any incident in relation to the Project during the Construction Period that results in the evacuation of local residents or businesses from their premises, an amount <u>determined determined</u> and approved in accordance with paragraph <u>8.5-8.4</u> to contribute towards the costs incurred or reasonably anticipated to occur by Suffolk County Council in relation to that evacuation PROVIDED THAT the total amount paid under this paragraph 8.2 shall not exceed <u>f£84,786</u>.
- 8.3 Subject to paragraph <u>8.58.4</u>, SZC Co shall pay the following to Suffolk County Council from the Emergency Services Contingency Contribution:
 - 8.3.1 for onward payment to Suffolk Constabulary, in the event that Suffolk Constabulary (acting reasonably) during the Construction Period conducts a

- public safety initiative the need for which is directly attributable to the Project, an amount approved in accordance with paragraph <u>8.5-8.4</u> to contribute towards the costs reasonably incurred or reasonably anticipated to occur by Suffolk Constabulary in carrying out that public safety initiative;
- 8.3.2 for onward payment to Suffolk Fire and Rescue Service, in the event that Suffolk Fire and Rescue Service (acting reasonably) during the Construction Period conducts a public safety initiative the need for which is directly attributable to the Project, an amount approved in accordance with paragraph 8.5-8.4 to contribute towards the costs reasonably incurred or reasonably anticipated to occur by Suffolk Fire and Rescue Service in carrying out that public safety initiative; and
- 8.3.3 for onward payment to East of England Ambulance Service NHS Trust, in the event that East of England Ambulance Service NHS Trust (acting reasonably) during the Construction Period conducts a public safety initiative the need for which is directly attributable to the Project, an amount approved in accordance with paragraph 8.5 8.4 to contribute towards the costs reasonably incurred or reasonably anticipated to occur by East of England Ambulance Service NHS Trust in carrying out that public safety initiative,
- **8.4**PROVIDED THAT the total amount to be paid under this paragraph 8.3 shall not exceed [££49,294.
- <u>8.4</u> 8.5 Payments pursuant to this paragraph 8 shall be made:
 - 8.4.1 8.5.1 within 20 Working Days 30 days of approval by SZC Co of a request received in writing from East Suffolk Council or Suffolk County Council (as appropriate) detailing the amounts requested to be paid by reference to the relevant paragraph of this Schedule 4; or
 - 8.4.2 8.5.2where SZC Co has refused such a request, within 20 Working Days 30 days of the determination by the Expert appointed pursuant to Clause 8 of this Deed clause 8 that such a payment should be made, and SZC Co and the Councils agree that a refusal of a request by SZC Co shall be treated as a Dispute to be resolved in accordance with Clause 8 clause 8.
- 8.5 SZC Co's maximum liability pursuant to this paragraph 8 is £446,548.

9. SUFFOLK CONSTABULARY FACILITIES CONTRIBUTION

- 9.1 On or before Commencement, SZC Co shall pay the sum of £165,000 to Suffolk County Council for onward payment to the Suffolk Constabulary as a contribution towards the cost of the construction of Suffolk Constabulary's office facilities in Leiston.
- 9.2 SZC Co shall pay up to £240,000-265,000 to Suffolk County Council for onward payment to the Suffolk Constabulary as a contribution towards the cost of the operation and use of Suffolk Constabulary's office facilities in Leiston in the following instalments:
 - 9.2.1 on or before Commencement and on or before the each anniversary of the Commencement Date occurring during the Construction Period, the sum of £20,00022,083.
- 9.3 SZC Co's maximum liability pursuant to paragraph 9.2 is £265,000.

10. **COMMUNITY SAFETY WORKING GROUP**

- 10.1 FOn or before Commencement, SZC Co shall establish the Community Safety Working Group which shall exist until the end of the Construction Period.
- 10.2 The Community Safety Working Group shall comprise the following members:
 - 10.2.1 four representatives to be nominated by SZC Co;
 - 10.2.2 the Transport Co-ordinator;

³ Note: Governance arrangements subject to further consideration.

- 10.2.3 two representatives from a department or service relevant to community safety to be nominated by East Suffolk Council;
- 10.2.4 two representatives from a department or service relevant to Public Health, Community Safety, Adult and Community Services and-<u>/or</u> Children and Young People's Services to be nominated by Suffolk County Council;
- 10.2.5 two representatives to be nominated by Suffolk Constabulary;
- 10.2.6 two representatives to be nominated by Suffolk Fire and Rescue Service; and
- 10.2.7 two representatives to be nominated by East of England Ambulance Service NHS Trust,

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

- 10.3 The Community Safety Working Group shall also invite the following representatives to attend as observers and participate in discussions at its meetings:
 - 10.3.1 one representative from each department or service relevant to such other department or service relevant to community safety or other relevant effects of the Project as the Community Safety Working Group shall consider necessary (acting reasonably) to be nominated by East Suffolk Council;
 - 10.3.2 one representative from each department or service relevant to such other department or service relevant to community safety or other relevant effects of the Project as the Community Safety Working Group shall consider necessary (acting reasonably) to be nominated by Suffolk County Council;
 - 10.3.3 the Health and Wellbeing Officer;
 - 10.3.4 one representative to be nominated by Maritime Coastguard Agency:
 - 10.3.5 one representative to be nominated by Royal National Lifeboat Institution;
 - 10.3.6 one representative to be nominated by East Anglian Air Ambulance; and
 - 10.3.7 representatives from any voluntary or charitable organisation as the Community Safety Working Group shall agree are necessary (acting reasonably).
- 10.4 The Community Safety Working Group shall:
 - 10.4.1 meet quarterly (or less frequently where agreed by the members of the Community Safety Working Group) either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time:
 - 10.4.2 meet no later than three months after the Commencement Date;
 - 10.4.3 review and approve the proposed Community Safety Resilience Measures, School and Early Years Resilience Measures, Social Care Resilience Measures (Adult Community Services) and Social Care Resilience Measures (Children and Young People's Services) in accordance with Schedule 5, paragraph 3;
 - 10.4.4 review the number of SZC-related Investigations for each Construction Year;
 - <u>10.4.5</u> <u>10.4.4</u>determine a reporting protocol to ensure transparency, consistency and independence; and
 - 10.4.6 10.4.5 refer to the Social Review Group for its determination on any matter upon which the members of the Community Safety Working Group are unable to agree unanimously.
- 10.5 Following each meeting in accordance with paragraph 10.4.1, the Community Safety Working Group shall report to the Social Review Group on the following matters:
 - 10.5.1 evidenced effects of the Project on community safety, the provision er of emergency services and the provision of relevant public services in Suffolk;
 - any relevant community safety matters that arise and any related actions taken by SZC Co and/or others (e.g. noise complaints, fly parking, littering); and

- 10.5.3 expenditure from the Emergency Ambulance Services Contribution and Emergency Response Services Contingency Contribution, Fire and Rescue Contribution, Police Contribution, Public Services Resilience Fund and police reserve fund pursuant to paragraph 7, and the effectiveness of such contributions.
- 10.6 Following each meeting in accordance with paragraph 10.4.1, the Community Saftey
 Safety Working Group shall report to the Transport Review Group on any matters related to transport.
- 10.7 SZC Co and the Councils agree that meetings of the Community Safety Working Group shall be quorate if at least three members (at least one of which is a member representing SZC Co, one of which is a member representing East Suffolk Council, and one of which is a member representing Suffolk County Council) are present and shall be chaired by Suffolk County Council.
- 10.8 SZC Co shall be responsible for the administration of convening and holding meetings of the Community Safety Working Group.
- 10.9 The Community Safety Working Group-
 - 10.9.1 shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Community Safety Working Group; and
 - 10.9.2 may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Community Safety Working Group from time to time,
 - with such further arrangements or terms of reference to be approved by the Social Review Group.
- 10.10 In the event that any of the quorate members Quorate Members of the Community Safety Working Group considers that a matter needs to be referred to the Social Review Group for urgent resolution, it shall notify the members of the Social Review Group accordingly to invoke the urgency process in Schedule 17, paragraph 6.2.7.

11. ON-SITE ACCOMMODATION

- On or before Commencement, SZC Co shall consult with the Suffolk Constabulary on the proposed specification and security arrangements of the dedicated police accommodation to be provided by SZC Co, at its cost, within the SZC Development Site (the "On-Site Police Accommodation") and will have regard to comments received from the Suffolk Constabulary on that proposed specification for the On-Site Police Accommodation.
- 11.2 Throughout the Construction Period, SZC Co shall provide the On-Site Police Accommodation.

SCHEDULE 5 PUBLIC SERVICES AND COMMUNITY SAFETY

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:

"Adult Social Care Contingency Fund" means a fund of up to £1,000,000;

"Anticipated Demand" means the maximum demand for early years and school places anticipated to arise in a particular <u>areas area as</u> a direct result of Workforce Children to be mitigated through School and Early Years Capacity Measures funded by the School and Early Years Capacity Contribution, being:

| Ward / Area | Pre-School Age (0 to 3 years) | Primary School Age (4 to 10 years) | Secondary School Age (11 to 17 years) |
|--------------------|-------------------------------------|--|--|
| Leiston | 30 | 31 | 5 |
| Saxmundham | 11 | 12 | 2 |
| Aldeburgh | 14 | 15 | 3 |
| Rest of Suffolk | 125 | 132 | 23 |
| Total | 180 | 190 | 33 |

[&]quot;Community Safety Partnerships" means the bodies with that name formed by East Suffolk Council:

"Community Safety Resilience Measures" means initiatives to support the resilience and service provision of Suffolk County Council's Community Safety Services, including:

- (a) resourcing of training provision and awareness raising for protecting and supporting in respect of crime types that affect vulnerable people against exploitation (including county lines, modern slavery, sexual exploitation, and gang activity), and as well as domestic abuse and sexual violence); and
- (b) extension of existing projects relating to specific community safety risks, including risks to people who may experince differential or disproportionate effects as a result of their Protected Charactristics 51, which Suffolk County Council considers (acting reasonably) are required to reduce the risk of potential effects arising from the Project and the Sizewell C Construction Workforce, such as protecting and supporting vulnerable people against exploitation (including county lines, modern slavery, sexual exploitation, and gang activity), and domestic abuse and sexual violence;

whether provided by the Councils or by such multi-agency groups or third parties as Suffolk County Council considers (acting reasonably) is a fit and proper person to provide the initiatives required to address the impacts of the Project;

"Community Safety Working Group" has the meaning given in Schedule 4;

"Local Community Safety Measures" means resourcing provided for the following measures to be undertaken or commissioned or resources provided by East Suffolk Council that focus on the promotion of community safety, wellbeing and cohesion:

(a) community safety initiatives with the aim of reducing crime and disorder and antisocial behaviour and/or protecting vulnerable people and those who may exprience experience differential or disproportionate effects due to their Protected

- Characteristics against violence (e.g. gang violence), domestic abuse, and exploitation (e.g. trafficking, prostitution and modern slavery);
- (b) safeguarding initiatives;
- (c) initiatives that promote community cohesion and wellbeing;
- initiatives with the aim of supporting people who may exprience experiencing differential or disproportionate effects due to their Protected Characteristics;
- (e) initiatives with the aim of raising awareness of drugs and alcohol issues and promoting the safe use of alcohol; and
- (f) initiatives with the aim of promoting road safety,

whether provided by East Suffolk Council or by such multi-agency groups or third parties as East Suffolk Council considers (acting reasonably) is a fit and proper person to provide the initiatives.

"Protected Characteristics" means disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation as defined by the Equality Act 2010;

"Public Services Resilience Fund" means the fund <u>established payable pursuant to</u> paragraph 2 to deliver:

- (a) Community Safety Resilience Measures;
- (b) Local Community Safety Measures:
- (c) School and Early Years Resilience Measures;
- (d) Social Care Resilience Measures (Adult Community Services); and
- (e) Social Care Resilience Measures (Children and Young People's Services)

"Safer Stronger Communities Board" means the body with that name led by Suffolk County Council as a partnership made up of: Suffolk County Council, East Suffolk Council, West Suffolk Council, Ipswich Borough Council, Mid Suffolk and Babergh Councils, Suffolk Police, OPCC, the clinical commissioning groups responsible for services in Suffolk, and Suffolk Community Safety Partnerships;

"School and Early Years Capacity Contingency Contribution" means a financial contribution of £2,169,102 to implement School and Early Years Capacity Measures subject to clause 5 of this Schedule paragraph 5:

"School and Early Years Capacity Contribution" means a financial contribution of £1,920,252 to implement School and Early Years Capacity Measures;

"School and Early Years Capacity Measures" means initiatives to enable the delivery of capacity to account for the predicted temporary net additional demand for school places and places in Early Years Settings early years settings in those areas likely to be most affected based on the distribution of demand related to Workforce Children; including:

- (a) the temporary or permanent expansion of 30 places in early years settings;
- (b) the temporary or permanent expansion of 60 places in primary schools;
- (c) the temporary or permanent expansion of two places in special educational needs settings; and
- (d) the provision of school transport;

"School and Early Years Resilience Measures" means support for schools and early years settings where additional integration/administration demand or educational demand could be placed on existing services as a result of Workforce Children (e.g. to support English as an additional language and/or pastoral care/support, personal, social, health and economic education and safeguarding initiatives, special educational needs and/or disabilities support).

- "Social Care Resilience Measures (Adult Community Services)" means initiatives to support the resilience and service provision of Suffolk County Council's Adult Community Services, including:
- (a) support for the commissioning and delivery of Home Care in-home care services to residents including to people who may experience differential or disproportionate effects as a result of their Protected
 Characteristics; and
- (b) support for additional demand placed on Suffolk County Council's Adult Community Services required as a result of the temporary, net additional change in population related to the Sizewell C Construction Workforce including risks to people who may experience experience differential or disproportionate effects as a result of their Protected Characteristics; Characteristics,

whether provided by the Councils or by such multi-agency groups or third parties as Suffolk County Council considers (acting reasonably) is a fit and proper person to provide the initiatives required to address the impacts of the Project;

- "Social Care Resilience Measures (Children and Young People's Services)" means initiatives to support the resilience and service provision of Suffolk County Council's Children's and Young People's Services, including:
- (a) support for additional demand placed on Suffolk County Council's Children and Young People's Services required as a result of the temporary, net additional change in population related to the Sizewell C Construction Workforce including risks to people who may experience_differential or disproportionate effects as a result of their Protected Characteristics; and
- (b) a contribution towards the provision of health worker resource required as a result of the temporary, net additional change in population related to the Sizewell C Construction Workforce.

whether provided by the Councils or by such multi-agency groups or third parties as Suffolk County Council considers (acting reasonably) is a fit and proper person to provide the initiatives required to address the impacts of the Project;

"Social Care Workforce Resilience Planning Measures" means measures to provide resilience to workforce planning within Suffolk County Council's Adult Community Services and Children and Young People's Services including support for recruitment, training and retention of staff:

"Social Review Group" means the group of that name established pursuant to Schedule 17:

"Worker Code of Conduct" means a document prepared by SZC Co setting standards of behaviour required of the Sizewell C Construction Workforce; and

"Workforce Children" means pre-school and school-aged children who are dependants of NHB Workers and who have moved into Suffolk schools or early years settings as a result of the Project.

2. PUBLIC SERVICES RESILIENCE FUND

2.1 Community Safety Resilience Measures

- 2.1.1 During and prior to the end of the Construction Period, SZC Co shall pay a total sum of up to £1,908,392 from the Public Services Resilience Fund to Suffolk County Council in the following instalments:
 - (A) the sum of £128,032 on or within [3]-3_months of the Commencement

 Date Provided That the Community Safety Working Group has approved the Community Safety Resilience Measures to be funded;
 - (B) the sum of £88,133 on or before the first anniversary of the Commencement Date Provided That the Community Safety Working

- Group has approved the Community Safety Resilience Measures to be funded;
- (C) the sum of £127,526 on or before the [1 May]_following the second anniversary of the Commencement Date-Provided That the Community Safety Working Group has approved the Community Safety Resilience Measures to be funded;
- (D) the sum of £160,524 on or before the [1 May]_following the third anniversary of the Commencement Date, Provided That the Community Safety Working Group has approved the Community Safety Resilience Measures to be funded;
- (E) the sum of £222,419 on or before the [1 May]_following the fourth anniversary of the Commencement Date-Provided That the Community Safety Working Group has approved the Community Safety Resilience Measures to be funded;
- (F) the sum of £247,158 on or before the [1 May]_following the fifth anniversary of the Commencement Date-Provided That the Community Safety Working Group has approved the Community Safety Resilience Measures to be funded:
- (G) the sum of £276,521 on or before the [1 May]_following the sixth anniversary of the Commencement Date-Provided That the Community Safety Working Group has approved the Community Safety Resilience Measures to be funded;
- (H) the sum of £235,557 on or before [1 May] Provided That the Community Safety Working Group has approved the Community Safety Resilience Measures to be funded;1 May following the seventh anniversary of the Commencement Date;
- <u>the sum of £170,090 on or before the 1 May following the eighth anniversary of the Commencement Date;</u>
- (I)the sum of £170,090 on or before the [1 May] following the seventh anniversary of the Commencement Date Provided That the Community Safety Working Group has approved the Community Safety Resilience Measures to be funded;
- (J) the sum of £94,244 on or before the [1 May]_following the ninth anniversary of the Commencement Date—Provided That the Community Safety Working Group has approved the Community Safety Resilience Measures to be funded:
- (K) the sum of £83,907 on or before the [1 May]_following the tenth anniversary of the Commencement Date—Provided That the Community Safety Working Group has approved the Community Safety Resilience Measures to be funded; and
- (L) the sum of £74,281 on or before the [1 May]_following the eleventh anniversary of the Commencement Date—Provided That the Community Safety Working Group has approved the Community Safety Resilience Measures to be funded.

to be applied towards commissioning and/or delivery of the Community Safety Resilience Measures approved by the Community Safety Working Group [pursuant to paragraph 2.1].

2.1.2 SZC Co's maximum liability under paragraph 2.1.1 shall be £1,908,392.

2.2 Local Community Safety Measures

- 2.2.1 During the Construction Period, SZC Co shall pay a total sum of up to £1,601,960 from the Public Services Resilience Fund to East Suffolk Council in the following instalments:
 - (A) the sum of £395,324 within 3 months of the Commencement Date or on or before the 1 May following Commencement (if earlier);
 - (B) from and following the first anniversary of the Commencement <u>Date</u> until <u>and including</u> the sixth anniversary of the Commencement Date, the sum of £128,331 annually on or before each 1 May; and
 - (C) from and following the sixth-seventh anniversary of the Commencement Date, the sum of £87,330 annually on or before each 1 May until the end of the Construction Period,

to be applied towards commissioning and/or delivery of the Local Community Safety Measures approved by the Community Safety Working Group-[pursuant to paragraph 2.2].

2.2.2 SZC Co's maximum liability under paragraph 2.2.1 shall be £1,601,960.

2.3 Social Care Resilience Measures (Adult Community Services)

- 2.3.1 During the Construction Period, SZC Co shall pay a total sum of up to £2,077,188 from the Public Services Resilience Fund to Suffolk County Council in the following instalments:
 - (A) the sum of £17,593 on or before the first anniversary of the Commencement Date Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Adult Community Services) to be funded;
 - (B) the sum of £17,593 on or before the [1 May]_following the second anniversary of the Commencement Date-Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Adult Community Services) to be funded;
 - (C) the sum of £342,544 on or before the [1 May]_following the third anniversary of the Commencement Date, Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Adult Community Services) to be funded;
 - (D) the sum of £342,544 on or before the [1 May]_following the fourth anniversary of the Commencement Date-Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Adult Community Services) to be funded:
 - (E) the sum of £342,544 on or before the [1 May]_following the fifth anniversary of the Commencement Date-Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Adult Community Services) to be funded;
 - (F) the sum of £342,544 on or before the [1 May]_following the sixth anniversary of the Commencement Date-Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Adult Community Services) to be funded;
 - (G) the sum of £342,544 on or before [1 May] Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Adult Community Services) to be funded; 1 May following the seventh anniversary of the Commencement Date;
 - (H) the sum of £299,609 on or before the 1 May following the eighth anniversary of the Commencement Date;

- (H)the sum of £299,609 on or before the [1 May] following the seventh anniversary of the Commencement Date Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Adult Community Services) to be funded;
- (I) the sum of £15,592 on or before the [1 May]_following the ninth anniversary of the Commencement Date-Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Adult Community Services) to be funded;
- (J) the sum of £9,658 on or before the [1 May]_following the tenth anniversary of the Commencement Date-Provided That the Community Safety Working Group has approved the Social Care Resilience

 Measures (Adult Community Services) to be funded; and
- (K) the sum of £4,422 on or before the [1 May]_following the eleventh anniversary of the Commencement Date Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Adult Community Services) to be funded,

to be applied towards commissioning and/or delivery of the Social Care Resilience Measures (Adult Community Services) approved by the Community Safety Working Group [pursuant to paragraph 2.3].

2.3.2 SZC Co's maximum liability under paragraph 2.3.1 shall be £2,077,188.

2.4 Social Care Resilience Measures (Adult Community Services) Contingency

- 2.4.1 2.3.2On the first anniversary of the Commencement Date and on each anniversary thereafter during the Construction Period, Suffolk County Council shall assess whether there has been a material increase in the cost of commissioning home care services in parishes within 10 miles from the Main Development Site compared to the levels that existed prior to Commencement and national and county-wide benchmarks caused directly-by the Project and where it considers that there has been such a material increase Suffolk County Council shall provide to the Community Safety Working Group written evidence of that material increase, to include (but not be limited to) details of:
 - (A) which parishes have experienced such a material increase; and
 - (B) the number of hours of care provided per week in the affected parishes.
- 2.4.2 2.3.3 Upon receipt of any evidence provided pursuant to paragraph 2.3.2.2.4.1, the Community Safety Working Group shall consider that evidence and reach a decision, acting reasonably, on whether there has been a material increase in the cost of commissioning home care services in parishes within 10 miles from the Main Development Site caused directly by the Project.
- 2.4.3 2.3.4Where the Community Safety Working Group decides unanimously pursuant to paragraph 2.3.3 2.4.2 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 caused directly by the Project, it shall notify SZC Co in writing of this decision and the amount of funding that is necessary in order to put in place appropriate measures to address that material increase, which shall be calculated as the number of hours of care provided per week in the affected parishes multiplied by £2.27 (Index Linked).
- 2.4.4 2.3.5Within one calendar month 30 days of receipt of a notice pursuant to paragraph 2.3.42.4.3, SZC Co shall pay to Suffolk County Council the amount of funding specified in the notice from the Public Services Resilience Fund to be applied towards appropriate measures to address the material increase.
- 2.4.5 2.4.5 2.4.4 SZC Co's maximum liability under paragraph 2.3.5 2.4.4 shall be £1,000,000 Index Linked.

2.5 Social Care Resilience Measures (Children and Young People's Services)

- 2.5.1 During the Construction Period, SZC Co shall pay a total sum of £1,920,814 from the Public Services Resilience Fund to Suffolk County Council in the following instalments:
 - (A) the sum of £1,226 on or within [3] 3 months of the Commencement Date Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Children and Young People's Services) to be funded;
 - (B) the sum of £61,628 on or before the first anniversary of the Commencement Date Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Children and Young People's Services) to be funded;
 - (C) the sum of £64,135 on or before the [1 May]_following the second anniversary of the Commencement Date-Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Children and Young People's Services)to be funded;
 - (D) the sum of £302,781 on or before the [1 May]_following the third anniversary of the Commencement Date, Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Children and Young People's Services) to be funded;
 - (E) the sum of £305,886 on or before the [1 May] following the fourth anniversary of the Commencement Date-Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Children and Young People's Services) to be funded;
 - (F) the sum of £307,469 on or before the [1 May]_following the fifth anniversary of the Commencement Date-Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Children and Young People's Services)to be funded;
 - (G) the sum of £309,236 on or before the [1 May]_following the sixth anniversary of the Commencement Date-Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Children and Young People's Services) to be funded;
 - (H) the sum of £306,772 on or before [1 May] Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Children and Young People's Services)to be funded;1 May following the seventh anniversary of the Commencement Date:
 - (I) the sum of £157,743 on or before the 1 May following the eighth anniversary of the Commencement Date;
 - (I)the sum of £157,743 on or before the [1 May] following the seventh anniversary of the Commencement Date Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Children and Young People's Services)to be funded;
 - (J) the sum of £54,567 on or before the [1 May]_following the ninth anniversary of the Commencement Date-Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Children and Young People's Services) to be funded;
 - (K) the sum of £33,845 on or before the [1 May]_following the tenth anniversary of the Commencement Date—Provided That the Community Safety Working Group has approved the Social Care Resilience Measures (Children and Young People's Services) to be funded; and
 - (L) the sum of £15,526 on or before the [1 May]_following the eleventh anniversary of the Commencement Date-Provided That the Community

Safety Working Group has approved the Social Care Resilience Measures (Children and Young People's Services)to be funded,

to be applied towards commissioning and/or delivery of the Social Care Resilience Measures (Children and Young People's Services) approved by the Community Safety Working Group-[pursuant to paragraph 2.3].

2.5.2 SZC Co's maximum liability under paragraph 2.5.1 shall be £1,920,814.

2.6 Social Care Workforce Resilience Planning Measures

2.6.1 Within 3 months of the Commencement Date, SZC Co shall pay the sum of £100,000 from the Public Services Resilience Fund to Suffolk County Council to be applied towards commissioning and/or delivery of Social Care Workforce Resilience Planning Measures approved by the Community Safety Working Group pursuant to paragraph 3.

2.7 School and Early Years Resilience Measures

- 2.7.1 During the Construction Period, SZC Co shall pay a total sum of up to £735,660 from the Public Services Resilience Fund to Suffolk County Council in the following instalments:
 - (A) the sum of £61,305 within 3 months of the Commencement Date or on or before the [1 May]_following Commencement (if earlier); and
 - (B) following the first anniversary of the Commencement Date <u>until the end of</u> the Construction Period, the sum of £61,305 annually on or before each [1 May],

to be applied towards commissioning and/or delivery of the School and Early Years Resilience Measures [pursuant to paragraph 2.3.2].approved by the Community Safety Working Group.

- 2.7.2 Suffolk County Council shall deliver or procure the delivery of the School and Early Years Reilience Resilience Measures [approved pursuant to paragraph Error! Reference source not found.] and funded in accordance with this Schedule 5.
- 2.7.3 SZC Co's maximum liability under paragraph 2.7.1 shall be £735,660.
- 2.7.4 2.7.3On the first anniversary of the Commencement Date and on each anniversary thereafter during the Construction Period, Suffolk County Council shall assess whether there is an additional demand for resources caused directly by the Project in terms of:
 - (A) the in-year turnover in schools and early years settings during the Construction Period compared to the levels that existed prior to Commencement and national benchmarks; and
 - (B) the proportion of children in schools and early years settings with English as an additional language compared to the levels that existed prior to Commencement and national benchmarks.

and where it considers that there is such an additional demand for resources Suffolk County Council shall provide to the Community Safety Working Group written evidence of that additional demand and the amount of funding that Suffolk County Council considers necessary in order to put in place appropriate measures to address that additional demand.

2.7.4 Upon receipt of any evidence provided pursuant to paragraph 2.7.32.7.4, the Community Safety Working Group shall consider that evidence and reach a decision, acting reasonably, on whether there is an additional demand for resources caused directly by the Project and if so the amount of funding that is necessary in order to put in place appropriate measures to address that additional demand.

- 2.7.6 2.7.5Where the Community Safety Working Group decides unanimously pursuant to paragraph 2.7.4-2.7.5 that there is an additional demand for resources caused directly by the Project, it shall notify SZC Co in writing of this decision and the amount of funding that the Community Safety Working Group unanimously considers to be necessary in order to put in place appropriate measures to address that additional demand.
- 2.7.6 Within one calendar month 30 days of receipt of a notice pursuant to paragraph 2.7.5 2.7.6, SZC Co shall pay to Suffolk County Council the amount of funding specified in the notice, up to a maximum of £29,454.55 per year, from the Public Services Resilience Fund to be applied towards appropriate measures to address the additional demand.
- 2.7.8 2.8SZC Co's maximum liability under paragraph 2.6.6-2.7.7 shall be £324,000 lndex Linked.

3. APPLICATION OF THE PUBLIC SERVICES RESILIENCE FUND

- 3.1 Suffolk County Council and East Suffolk Council may use monies paid to them from the Public Services Resilience Fund pursuant to paragraphs_2.1_to_2.7_for:
 - 3.1.1 the enhancement of and addition to pre-existing Social Care Resilience Measures (Adult Community Services), Social Care Resilience Measures (Children and Young People's Services), Community Safety Resilience Measures, School and Early Years Resilience Measures, Social Care Workforce Resilience Planning Measures and Local Community Safety Measures (as applicable in the context of the relevant sub-paragraph of paragraph 2 pursuant to which the monies were paid); and/or
 - 3.1.2 new Social Care Resilience Measures (Adult Community Services), Social Care Resilience Measures (Children and Young People's Services), Community Safety Resilience Measures, School and Early Years Resilience Measures, Social Care Workforce Resilience Planning Measures and Local Community Safety Measures (as applicable in the context of the relevant sub-paragraph of paragraph 2 pursuant to which the monies were paid); and/or
 - 3.1.3 funding for Social Care Resilience Measures (Adult Community Services), Social Care Resilience Measures (Children and Young People's Services), Community Safety Resilience Measures, School and Early Years Resilience Measures, Social Care Workforce Resilience Planning Measures and Local Community Safety Measures identified, provided or commissioned by East Suffolk Council and/or the Community Safety Partnerships and/or the Safer Stronger Communities Board (as applicable in the context of the relevant sub-paragraph of paragraph 2 pursuant to which the monies were paid),

and provided always that PROVIDED ALWAYS THAT the same have been approved by the Community Safety Working Group as required pursuant to this paragraph 3.

- 3.2 No later than [1 April]_of each year of the Construction Period (or an alternative date at the discretion of [1]the Community Safety Working Group), Suffolk County Council and East Suffolk Council (as relevant) shall submit to the Community Safety Working Group for approval details of the:
 - 3.2.1 Social Care Resilience Measures (Adult Community Services);
 - 3.2.2 Social Care Resilience Measures (Children and Young People's Services);
 - 3.2.3 Community Safety Resilience Measures;
 - 3.2.4 School and Early Years Resilience Measures; and
 - 3.2.5 Local Community Safety Measures,

to be funded through the payments pursuant to paragraph 2.

- 3.3 The Community Safety Working Group shall have regard to paragraph 3.4 of this Schedule in deciding whether to approve the proposed Social Care Resilience Measures (Adult Community Services), Social Care Resilience Measures (Children and Young People's Services), Community Safety Resilience Measures, School and Early Years Resilience Measures and Local Community Safety Measures.
- 3.4 When considering how to apply a payment from Public Services Resilience Fund pursuant to paragraph 2, where required by paragraph 2, Suffolk County Council or East Suffolk Council (as relevant) shall take into account the reasonable recommendations of the Community Safety Working Group and/or Social Review Group and the extent to which the relevant initiative:
 - 3.4.1 is proportionate to the scale and location of the potential impacts of the Project;
 - 3.4.2 seeks to prevent reasonably expected effects of the Project from arising wherever practicable;
 - 3.4.3 does not obviate or duplicate funding from other measures agreed in this Deed or across different elements of the Public Services Resilience Fund; and
 - 3.4.4 complements, promotes or enhances existing programmes and governance structures seeking to achieve similar outcomes within the administrative areas of East Suffolk Council or Suffolk County Council (as relevant), such as the Safer Stronger Communities Board (Suffolk) and Community Safety Partnership Partnerships (East Suffolk).

4. SCHOOL AND EARLY YEARS CAPACITY CONTRIBUTION

- 4.1 The School and Early Years Capacity Contribution shall be spent by Suffolk County
 Council in the following proportions unless otherwise agreed by the Social Review Group:
- 4.1 Subject always to the cumulative financial cap of £1,920,252, during the Construction Period, Suffolk County Council may apply to the Social Review Group for:
 - 4.1.1 up to £615,240 for the temporary or permanent expansion of 30 places in early years settings;
 - 4.1.2 up to £1,036,080 for the temporary or permanent expansion of 60 places in primary schools;
 - 4.1.3 up to £131,478 for the temporary or permanent expansion of two places in special educational needs settings; and
 - 4.1.4 up to £137,454 for the provision of school transport-; or
 - 4.1.5
 4.2Subject always to the cumulative financial cap of £1,920,252, during the Construction Period, Suffolk County Council may apply to the Social Review Group for an such other amount from the School and Early Years Capacity Contribution to be paid by SZC Co for the provision of School and Early Years Capacity Measures in accordance with paragraph 4.1....

to be paid by SZC Co to Suffolk County Council.

- 4.3 In its application pursuant to paragraph 4.24.1, Suffolk County Council shall provide details of:
 - 4.2.1 4.3.1 how temporary expansion, or support for bringing forward permanent expansion (if necessary), would provide sufficient capacity to address any anticipated lack of capacity in the school and early years places in Suffolk; and
 - 4.3.2
- 4.4 The Social Review Group shall review any application made pursuant to paragraph 4.24.1, and shall approve the amount of funds to be paid by SZC Co to Suffolk County Council, where it is agreed by the Social Review Group to be required based on evidence

or which is required to meet a statutory responsibility of Suffolk County Council in its capacity as local education authority provided that PROVIDED THAT:

- 4.4.1 the application is in accordance with paragraphs 4.1 to 4.34.2;
- 4.4.2the measures to which the application relates are proportionate to the scale and location of the potential impacts of the Project; and
- 4.3.3 4.4.3 taking account of all previous applications pursuant to this paragraph 4, the cumulative financial cap of £1,920,252 is not exceeded by the approval of the relevant application.
- 4.4 4.5 Until either the whole of the School and Early Years Capacity Contribution has been paid to Suffolk County Council pursuant to this paragraph or the end of the Construction Period (whichever is sooner), SZC Co shall pay the amount of funds from the School and Early Years Capacity Contribution approved by the Social Review Group pursuant to paragraph 4.4.4.3 to Suffolk County Council and such monies shall be paid within [•] Working Days 30 days of the date of the Social Review Group's approval of the relevant application.
- 4.6 Suffolk County Council shall deliver or procure the delivery of the relevant School and Early Years Capacity Measures approved by the Social Review Group.
- 4.6 SZC Co's maximum liability under paragraph 4.4 shall be £1,920,252.

5. SCHOOL AND EARLY YEARS CAPACITY CONTINGENCY CONTRIBUTION

- 5.1 At each meeting of the Social Review Group immediately following each anniversary of the Commencement Date occurring during the Construction Period, Suffolk County Council may apply to the Social Review Group for an amount from the School and Early Years Capacity Contingency Contribution to be paid by SZC Co for the provision of School and Early Years Capacity Measures.
- 5.2 In its application pursuant to paragraph 5.1, Suffolk County Council shall provide details of:
 - 5.2.1 the number of additional spaces required to be provided through School and Early Years Capacity Measures, based upon the observed number of Worforce Workforce Children measured against the Anticpated Anticipated Demand;
 - 5.2.2 the amount sought from the School and Early Years Contingency Contribution, calculated in accordance with the following rates:
 - (A) Early Years: £17,268 per place;
 - (B) Primary: £17,268 per place; and
 - (C) Secondary: £23,775 per place; and
 - 5.2.3 details of the proposed School and Early Years Capacity Measures to be funded.
- 5.3 The Social Review Group shall approve an application made by Suffolk County Council if it agrees (acting reasonably) that:
 - 5.3.1 the application is in accordance with paragraphs 5.1 and 5.2;
 - the additional demand for school capacity and/or early years capacity related directly to the Project exceeds the Anticipated Demand; and
 - 5.3.3 the proposed School and Early Years Capacity Measures to be funded are proportionate to the scale and location of the impacts of the Project.
- Subject to paragraph 5.6, SZC Co shall pay the amount of funds from the School Capacity Contingency Contribution approved by the Social Review Group pursuant to paragraph 5.3 to Suffolk County Council within 25 Working Days 30 days of the date of the Social Review Group's approval of the relevant application.
- 5.5 Suffolk County Council shall deliver or procure the delivery of the relevant School and Early Years Capacity Contingency Measures approved by the Social Review Group.
- 5.6 SZC Co's maximum liability under this paragraph 5 is £2,169,102 Index Linked.

6. WORKER CODE OF CONDUCT

6.1 SZC Co shall procure that each member of the Sizewell C Construction Workforce shall sign the Worker Code of Conduct.

SCHEDULE 6 HEALTH AND WELLBEING

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:

"GP" means a general practitioner";

"GP Contribution" means the sum of £16,900 to be paid pursuant to paragraph 5;

"Health and Wellbeing Key Performance Indicators" means the key performance indicators for the Project set out in Annex E;

"Health and Wellbeing Officer" means an officer appointed and employed by Ipswich and East Suffolk Clinical Commissioning Group (or successor body) during the Construction Period whose role will be developed with key responsibilities being (but not limited to) the following unless otherwise agreed with the Health and Wellbeing Working Group:

- engage proactively with SZC Co to ensure that the Health and Wellbeing Working Group has a comprehensive understanding of the Project;
- develop, agree and monitor the Health and Wellbeing Key Performance Indicators with relevant stakeholders and SZC Co;
- ensure stakeholders within the integrated care system including the Ipswich and East Suffolk Alliance and Suffolk Health & Wellbeing Board receive timely and relevant information in relation to the Project, seeking support and decisions as required;
- (d) engage proactively with system partners specifically the East of England Ambulance Service NHS Trust and Public Health Suffolk representatives to ensure they receive timely and relevant information, reports and progress in relation to the outlined objectives of the Health and Wellbeing Working Group and have the opportunity to provide feedback where required, and provide support to their reporting functions as necessary;
- (e) prepare for all Health and Wellbeing Working Group meetings, ensuring as far as practicable that agendas and relevant papers are circulated at least two weeks in advance of each meeting-_and to-collate written information to be reported to the Health and Wellbeing Working Group and Social Review Group (including the information at Part 2 of the Health and Wellbeing Key Performance Indicators);
- (f) attend meetings of the Community Safety Working Group where the agenda is relevant to health and wellbeing, reporting back to stakeholders and the Health and Wellbeing Working Group relevant information and actions as required; and
- (g) ensure effective use of and investment of the Residual Healthcare Contribution and provide reports on the performance of the measures introduced pursuant to funding by the Residual Healthcare Contribution to the Health and Wellbeing Working Group:

"Health and Wellbeing Officer Contribution" means the sum of £447,697 to be paid pursuant to paragraph 4;

"Health and Wellbeing Working Group" means the group of that name established pursuant to paragraph 6;

"Health and Wellbeing Working Group Terms of Reference" means the terms of reference for the Health and Wellbeing Working Group to be developed pursuant to paragraph 6.3.3 and which shall incorporate the Health and Wellbeing Key Performance Indicators;

<u>"iCaSH Service"</u> means the integrated contraception and sexual health service provided within Suffolk;

- "Residual Healthcare Contribution" means the sum of £1,112,618 to be paid pursuant to paragraph 3;
- "Sexual Health Service Provision" means National Clinical Standard Level 3 sexual health services (as defined in Integrated Sexual Health Services: A suggested national service specification (publishing.service.gov.uk) and Sexual health clinical governance (publishing.service.gov.uk) or as updated from time to time) including a monthly sexual health clinic at Sizewell Health, to be contracted through Public Health Suffolk's iCaSH Service, unless otherwise agreed between Suffolk County Council and SZC Co; and
- "Sizewell Health" means the private occupational healthcare service to be located on the SZC Development Site and to be provided on behalf of SZC Co to members of the Sizewell C Construction Workforce during the Construction Period, which will provide a package of risk prevention, health promotion and treatment initiatives in accordance with the specification in Volume 2 Appendix 28A of the Environmental Statement, as developed in consultation with the Health and Wellbeing Working Group, and which will include Sexual Health Service Provision.
- "Sexual Health Service Provision" means National Clinical Standard Level 3 sexual health services (as defined in Integrated Sexual Health Services: A suggested national service specification (publishing.service.gov.uk) and Sexual health clinical governance (publishing.service.gov.uk) or as updated from time to time) including a monthly sexual health clinic at Sizewell Health, to be contracted through Public Health Suffolk's iCaSH service, unless otherwise agreed between Suffolk County Council and SZC Co; and
- "Social Review Group" means the group of that name established pursuant to Schedule 17.

2. SIZEWELL HEALTH

2.1SZC Co shall establish Sizewell Health on or before Commencement and provide Sizewell Health throughout the Construction Period.

3. RESIDUAL HEALTHCARE CONTRIBUTION

- 3.1 SZC Co shall pay the Residual Healthcare Contribution to Suffolk County Council for onward payment to the Ipswich and East Suffolk Clinical Commissioning Group (or successor body) in the following instalments:
 - 3.1.1 on or before Commencement the sum of £200,000;
 - 3.1.2 on or before the second anniversary of the Commencement Date the sum of £200,000:
 - 3.1.3 on or before the fifth anniversary of the Commencement Date the sum of £270.000:
 - 3.1.4 on or before the seventh anniversary of the Commencement Date the sum of £310,000; and
 - 3.1.5 on or before the ninth anniversary of the Commencement Date the sum of £132,618.
- 3.2 Suffolk County Council shall procure that the Ipswich and East Suffolk Clinical Commissioning Group (or successor body) shall apply the Residual Healthcare Contribution towards the cost of mitigating the impact of the Project on local health and wellbeing services, including NHB Workers and their dependants.

4. HEALTH AND WELLBEING OFFICER CONTRIBUTION

- 4.1 SZC Co shall pay the Health and Wellbeing Officer Contribution to Suffolk County Council for onward payment to the Ipswich and East Suffolk Clinical Commissioning Group (or successor body) in the following instalments:
 - 4.1.1 on or before Commencement the sum of £113,461;

- 4.1.2 on or before the second anniversary of the Commencement Date the sum of £170,191;
- 4.1.3 on or before the fifth anniversary of the Commencement Date the sum of £113,461, and
- 4.1.4 on or before the seventh anniversary of the Commencement Date the sum of £50,584.
- 4.2 Suffolk County Council shall procure that the Ipswich and East Suffolk Clinical Commissioning Group (or successor body) shall apply the Health and Wellbeing Officer Contribution towards the cost of appointing and employing a Health and Wellbeing Officer during the Construction Period.

5. **GP CONTRIBUTION**

- 5.1 SZC Co shall pay the GP Contribution to Suffolk County Council for onward payment to the Ipswich and East Suffolk Clinical Commissioning Group (or successor body) in the following instalments:
 - 5.1.1 on or before Commencement the sum of £2,600;
 - on or before the second anniversary of the Commencement Date the sum of £3,900;
 - 5.1.3 on or before the fifth anniversary of the Commencement Date the sum of £2,600;
 - 5.1.4 on or before the seventh anniversary of the Commencement Date the sum of £2,600; and
 - 5.1.5 on or before the ninth anniversary of the Commencement Date the sum of £5,200.
- 5.2 Suffolk County Council shall procure that the Ipswich and East Suffolk Clinical Commissioning Group (or successor body) shall apply the GP Contribution towards the cost of funding the attendance of a GP at the Health and Wellbeing Working Group along with related preparation time.

6. HEALTH AND WELLBEING WORKING GROUP

- On or before Commencement, SZC Co shall establish the Health and Wellbeing Working Group which shall exist until the end of the Construction Period and shall operate in accordance with the Health and Wellbeing Working Group Terms of Reference.
- 6.2 The Health and Wellbeing Working Group shall comprise:
 - 6.2.1 one representative to be nominated by East Suffolk Council;
 - 6.2.2 one representative to be nominated by Suffolk County Council;
 - 6.2.3 two representatives to be nominated by Public Health Suffolk;
 - 6.2.4 up to four representatives to be nominated by Ipswich and East Suffolk Clinical Commissioning Group (or successor body), one of which shall be the nominated Chair-, one of which shall be the Health and Wellbeing Officer (if different from the Chair) and one of which shall be a GP from a practice that is based within East Suffolk; and
 - 6.2.5 up to two representatives to be nominated by SZC Co,

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

- 6.3 The Health and Wellbeing Working Group shall:
 - 6.3.1 meet on a quarterly basis (or less frequently where agreed by the members of the Health and Wellbeing Working Group) either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co;
 - 6.3.2 meet no later than three months after the Commencement Date;

- 6.3.3 develop and agree the Health and Wellbeing Working Group Terms of Reference;
- refer to the Social Review Group any matter upon which the members of the Health and Wellbeing Working Group are unable to agree <u>unanimously;</u>
- 6.3.5 determine a reporting protocol to ensure transparency, consistency and independence; and
- 6.3.6 prepare and deliver reports to the Social Review Group bi-annually and not less than 7 days 5 Working Days before the relevant meeting of the Social Review Group, unless otherwise agreed between the Social Review Group and the Health and Wellbeing Working Group, on the following:
 - (A) the performance of the Project against the Health and Wellbeing Key Performance Indicators (or such other key performance indicators as may be agreed by the Health and Wellbeing Working Group from time to time);
 - (B) the identified effects of the Project on healthcare demands in East Suffolk;
 - (C) the usage and effectiveness of the Residual Healthcare Contribution; and
 - (D) collaborative working undertaken in support of the delivery of local public health objectives.
- 6.4 SZC Co and the Councils agree that meetings of the Health and Wellbeing Working Group shall be quorate if:
 - 6.4.1 provided that PROVIDED THAT the Ipswich and East Suffolk Clinical Commissioning Group (or successor body) has entered into a Deed of Covenant, at least four members (at least one of which is a member representing SZC Co, one of which is a member representing Ipswich and East Suffolk Clinical Commissioning Group (or successor body), one of which is a member representing East Suffolk Council and one of which is a member representing Suffolk County Council) are present; and
 - in the event that the Ipswich and East Suffolk Clinical Commissioning Group (or successor body) has not entered into a Deed of Covenant, at least three members (at least one of which is a member representing SZC Co, one of which is a member representing East Suffolk Council and one of which is a member representing Suffolk County Council) are present,
 - and shall be chaired by a representative nominated by Ipswich and East Suffolk Clinical Commissioning Group (or successor body) unless otherwise agreed by the Health and Wellbeing Working Group from time to time.
- The Health and Wellbeing Working Group may invite third parties or other experts to attend its meetings from time to time in order to observe and participate in discussions or present information to the Health and Wellbeing Working Group when specific issues are being discussed. These, who may include but will not be limited to representatives from Primary Care, Ipswich & East Suffolk Alliance, Healthwatch Suffolk, East of England Ambulance Service NHS Trust and NHS England.
- 6.6 SZC Co shall be responsible for the administration of convening and holding meetings of the Health and Wellbeing Working Group.
- 6.7 The Health and Wellbeing Working Group may make such further administrative arrangements:
 - 6.7.1 <u>shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Health and Wellbeing Working Group; and</u>
 - 6.7.2 6.7 may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Health and

Wellbeing Working Group from time to time, which it shall report to the Social Review Group.

with such arrangements and terms of reference to be approved by the Social Review Group.

- In the event that any of the querate members Quorate Members of the Health and Wellbeing Working Group considers that a matter needs to be referred to the Social Review Group for urgent resolution, it shall notify the members of the Social Review Group accordingly to invoke the urgency process in Schedule 17, paragraph 6.2.7.
- 6.9 SZC Co shall provide to the Health and Wellbeing Working Group the information specified in Part 1 of the Health and Wellbeing Key Performance Indicators for each meeting of the Health and Wellbeing Working Group (or at such other frequency as the Health and Wellbeing Working Group may agree).

SCHEDULE 7 EMPLOYMENT, SKILLS, EDUCATION AND SUPPLY CHAIN

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:
 - "Almost Ready" means that the business registered with the Supply Chain Portal has submitted the majority of the important data required but there may be clarification required (e.g. on business capability, accreditations, or additional information on projects delivered);
 - "Annual Skills Implementation Plan" means an annual plan produced for and during the Construction Period (subject to annual review) that translates the relevant Construction Workforce Delivery Strategies and regional skills requirements for that year into implementation activities with regular agreed key performance indicators, in accordance with the relevant Construction Workforce Delivery Strategy, which will:
 - (a) identify the amounts to be released and allocated from the Asset Skills Enhancement and Capability Fund in respect of a particular Construction Phase with reference to and informed by the relevant Construction Workforce Delivery Strategies, such amounts to be in accordance with the following proportions (unless otherwise agreed by the ESEWG):
 - (i) not less than 35% and not more than 45% of the Asset Skills

 Enhancement and Capability Fund together with the Asset Skills

 Enhancement and Capability Investments shall be applied towards Asset Skills Enhancement and Capability Initiatives relating to or provided in respect of the Construction Workforce Delivery Strategy for the Main Civils Construction Phase:
 - (ii) not less than 15% and not more than 20% of the Asset Skills
 Enhancement and Capability Fund together with the Asset Skills
 Enhancement and Capability Investments shall be applied towards Asset
 Skills Enhancement and Capability Initiatives relating to or provided in respect of the Construction Workforce Delivery Strategy for the Site
 Operations / Support Services / Enabling Works Phase;
 - (iii) not less than 35% and not more than 45% of the Asset Skills
 Enhancement and Capability Fund together with the Asset Skills
 Enhancement and Capability Investments shall be applied towards Asset
 Skills Enhancement and Capability Initiatives relating to or provided in respect of the Construction Workforce Delivery Strategy for the MEH
 Phase; and
 - (iv) not more than 10% of ef-the Asset Skills Enhancement and Capability
 Fund together with the Asset Skills Enhancement and Capability
 Investments shall be applied towards Asset Skills Enhancement and
 Capability Initiatives relating to or provided in respect of the Construction
 Workforce Delivery Strategy for the Commissioning and Pre-Operational Phase;
 - (b) and identify the amounts to be released and allocated from the Sizewell C
 Employment Outreach Fund that for the relevant year with reference to and informed by the relevant Construction Workforce Delivery Strategies;
 - (c) identify the Asset Skills Enhancement and Capability Investments to be provided by SZC Co and/or its Tier 1 Contractors during each Construction Phase, including the estimated cost of each Asset Skills Enhancement and Capability Investment, the intended recipient or class of recipients, and the proposed timing of delivery;
 - (i) in respect of each Asset Skills Enhancement and Capability Investment:

- <u>(1)</u> <u>the estimated value (based on the estimated cost of the use of such Asset Skills Enhancement and Capability Investment);</u>
- (2) the intended recipient or class of recipients; and
- (3) the proposed timing of delivery during the relevant Construction Phase; and
- the total estimated value of the Asset Skills Enhancement and Capability
 Investments (based on the estimated cost of the use of such Asset Skills
 Enhancement and Capability Investment) to be provided during each
 Construction Phase, such value to be in accordance with the following
 proportions (unless otherwise agreed by the ESEWG):
 - (1) not less than 35% of the Asset Skills Enhancement and
 Capability Investments shall be provided during the Main Civils
 Construction Phase;
 - (2) not less than 15% of the Asset Skills Enhancement and Capability Investments shall be provided during the Site Operations / Support Services / Enabling Works Phase;
 - (3) not less than 35% of the Asset Skills Enhancement and Capability Investments shall be provided during the MEH Phase; and
 - (4) not less than 10% of the Asset Skills Enhancement and Capability Investments shall be provided during the Commissioning and Pre-Operational Phase,

and the proportions set out in paragraph (a) above when calculated together with the Asset Skills Enhancement and Capability Fund;

- (d) identify in accordance with the relevant Construction Workforce Delivery Strategies, monitoring feedback, and regional skills demands—the initiatives, projects and measures to be funded by the Asset Skills Enhancement and Capability Fund and the Sizewell C Employment Outreach Fund that year;
- (e) identify in accordance with the relevant Construction Workforce Delivery Strategies and regional skills demands the key performance indicators and monitoring required to test the effectiveness of the distribution of the Asset Skills Enhancement and Capability Fund and the Sizewell C Employment Outreach Fund that for the relevant year, including the Outreach Key Performance Indicators;
- (f) identify in accordance with the relevant Construction Workforce Delivery Strategies and regional skills demands the key performance indicators required to test the effectiveness of Young Sizewell C:and
- (g) collect and report labour market intelligence relevant to the distribution of the Asset Skills Enhancement and Capability Fund and the Sizewell C Employment Outreach Fund;
- (h) set out the proportion of the Sizewell C Skills-Bursary Scheme Fund to be made available:
 - (i) that in the relevant year;
 - (ii) for grants:
 - (A) in excess of £1,000; and
 - (B) of £1,000 or less than £1,000; and
 - (iii) (if any) in respect of specific locations-;

- (i) identify the criteria for allocation of grants from the Sizewell C Skills-Bursary

 Scheme Fund in excess of £1,000 (having drawn on expertise from members and attendees of ESEWG, training providers and third parties as necessary);
- (j) identify the criteria for allocation of grants from the Sizewell C Skills-Bursary of less than Scheme Fund of £1,000 or less (having drawn on expertise from members and attendees of ESEWG, training providers and third parties as necessary); and
- (k) identify the providers of skills and training to which the responsibility for allocating funding for grants from the Sizewell C Skills Bursary of less than Scheme Fund of £1,000 or less shall be delegated;

"Apprenticeship" means [●];

"Apprenticeship" means a new employment in which the employee is working towards the attainment of a formal qualification (registered with the UK Qualifications and Curriculum Authority and as defined in the UK's National Apprenticeship Standards), whist also gaining experience at work and being paid both at the workplace and in college, spending at least 20% of working hours in formal training for that qualification, usually at a college, university, or with an accredited training provider;

"Apprenticeship Strategy" a strategy forming part of each <u>Construction</u> Workforce Delivery Strategy and informing the Annual Skills Implementation Plan which will:

- (a) set out the Project's mechanisms for apprenticeship Apprenticeship support and enhance/enrich existing outreach to steer people towards regional work/training opportunities relevant to the Project and regional priorities (including construction sector, project management and other support role opportunities);
- (b) inform the apprenticeship related Apprenticeship-related priorities of the Regional Skills Co-ordination Function to deliver an effective and coordinated response to demand for the Project's apprenticeships Apprenticeships from local colleges and providers;
- (c) provide information with sufficient lead-in time to local education, skills and training providers, and local people seeking apprenticeship Apprenticeship opportunities, enabling the regional skills and employment support infrastructure to gear-up to provide the curriculum, support and relevant inspiration activities to match the opportunities during the relevant Construction Phase;
- (d) provide information about potential opportunities on the Project during the relevant Construction. Phase in the context of wider regional opportunities and focus on promoting roles and skills that members of the ESEWG identify as those that will be required to facilitate the delivery of both the Project and wider regional infrastructure;
- (e) communicate the contractual commitments that SZC Co will seek with contractors on the Project in respect of the provision of apprenticeships; and
- (f) set out how other commitments and investments in this Schedule will collectively work to achieve apprenticeships Apprenticeships, and provide support and information to other areas of this Deed to maximise effectiveness,

in order to encourage and support local providers to deliver as many apprenticeships <u>Apprenticeships</u> as practicable during each <u>Construction</u> Phase during the Construction Period and to encourage local people to access the <u>apprenticeship Apprenticeship</u> opportunities available;

"Asset Skills Enhancement and Capability Fund" means a fund of a maximum of £7,800,000 to be paid in accordance with <u>clause paragraph</u> 2.7 <u>of this Schedule</u> to fund Assets Skills Enhancement and Capability Initiatives;

"Asset Skills Enhancement and Capability Initiatives" means initiatives to enhance the supply of skills where they are related to both the Project and regional needs and

aspirations, by investing in skills and training provision (such as apprenticeships Apprenticeships) within the region's existing education (up to the age of 25), further education, training provider and higher education sectors, including:

- revenue projects like curriculum development, development and retention of specialist trainers; and
- (b) working capital projects, such as equipment to deliver courses, re-fit for existing facilities as required to meet the needs of the workforce at each <u>Construction</u> Phase of the Project during the Construction Period,

with the aims of: expanding, enhancing and developing local skills provision to satisfy joint ambitions of ESEWG members and strengthen the supply of skills related to both the region's aspirations and needs and each WDS-CWDS requirement at each Construction Phase of the project during the Construction Period (as set out in the Annual Skills Implementation Plans), effectively supporting the skills infrastructure needed to make the 'work ready' individuals supported by the Sizewell C Employment Outreach Fund 'Job Readyjob ready', supporting regional objectives and using monitoring information to direct the fund to be most effective;

- "Asset Skills Enhancement and Capability Investments" means investments of at least £5,000,000 (based on the estimated cost of the use of such investments) to regional skills infrastructure in the form of the provision of equipment or expertise required by the Project and the region, with the aims of:
- (a) expanding, enhancing and developing local skills provision to satisfy joint ambitions of ESEWG members and strengthen the supply of skills related to both the region's aspirations and needs and each CWDS requirement at each Construction Phase (as set out in the Annual Skills Implementation Plans);
- (b) effectively supporting the skills infrastructure needed to make the 'work ready' individuals supported by the Sizewell C Employment Outreach Fund 'Job Ready';
- (c) supporting regional objectives; and
- (d) using monitoring information to direct the fund to be most effective;
- "Commissioning and Pre-Operational Phase" means [•]; the phase within the Construction Period that begins with the site mobilisation and readiness meeting under the contract appointing the main commissioning and pre-operational contractor(s) providing for the:
- (a) works that ensure that each nuclear reactor unit authorised by the Development Consent Order is operable at a combined net electrical output of approximately 3,340MW; and
- (b) works that ensure that each nuclear reactor unit authorised by the Development Consent Order upon first operation will achieve any safety and/or operational performance standards required of such a reactor in the UK.

and ending at the end of the Construction Period;

- "Construction Phases" means the Main Civils Construction Phase, the Mechanical, Electrical and Heating (MEH) MEH Phase, the Site Operations / Support Services / Enabling Works Phase, and the Commissioning and Pre-Operational Phase (each a "Construction Phase");
- "Economic Review Group" means the group constituted in accordance with and having the functions ascribed to it by paragraph 2.11;
- "Economic Working Groups" means the Tourism Working Group, Employment, Skills and Education Working Group and the Supply Chain Working Group;
- "Construction Workforce Delivery Strategies" or "CWDSs" means the documents (each a "Construction Workforce Delivery Strategy" or "CWDS") prepared by SZC Co (in collaboration with the main contractors for the Project and regional stakeholders where

relevant) setting out in respect of each Construction Phase the strategic approach for developing the workforce requirements for the Project and shaping a legacy for the region which will include:

- <u>a description of the skills, roles, competencies, and qualifications needed for the relevant Construction Phase;</u>
- the opportunity for skills, training, and employment initiatives, such as Young
 Sizewell C, to contribute to the delivery of the workforce, for the Construction
 Phase, highlighting where there is legacy benefit for roles identified as needed for the Project and wider regional infrastructure;
- (c) links to any relevant social partnerships able to deliver skills and training infrastructure to help the region prepare for the skills required for the relevant Construction Phase;
- (d) the measures, including contractual obligations, that each contractor and subcontractor will undertake to promote the local employment, skills and training benefits of the roles created;
- (e) planning for potential vacancies and skills gaps and opportunities for each Construction Phase;
- interactivity with labour market intelligence and supply chain data to inform a programme for delivery of the Asset Skills Enhancement and Capability Fund and the Sizewell C Employment Outreach Fund to meet the key needs of the Project that align with regional long-term requirements (as determined by the ESEWG) and making funds available at the right time to meet the 'training windows' required for each Construction Phase;
- (g) the Sizewell C Skills Prospectus;
- (h) Local Supply Chain Skills Programme; and
- (i) the Apprenticeship Strategy;

<u>"Early Workforce Information"</u> means such information as can practicably be provided by SZC Co in respect of the anticipated workforce skillsets for the Project in respect of each Construction Phase and the Operational Period through engagement between SZC Co and the wider nuclear sector;

<u>"Economic Development Business Support Service"</u> means the service provided or procured by East Suffolk Council during the Construction Period which shall offer support for businesses in East Suffolk that may have a relationship with the Project;

<u>"Economic Development Function"</u> means a function within East Suffolk Council during the Construction Period to:

- <u>help to manage relationships between businesses, business organisations, the Project and other stakeholders; and</u>
- (b) <u>provide co-ordination for business expertise and leadership to businesses in East Suffolk that may have a relationship with the Project:</u>
- "Education and Inspiration Activities" means [●]; the following to be delivered by SZC Co during the Construction Period pursuant to paragraph 2.11.1 and (where paragraph 3.1.5 applies) prior to the third anniversary of the end of the Construction Period:
- (a) a programme of funded activity, resources and content to engage and inspire young people in Suffolk to follow a pathway in science, technology, engineering and mathematics, with the primary aim of raising aspiration and attracting school leavers into a career in construction or engineering, such programme to set the framework within which SZC Co and its supply chain partners will engage with education providers (and other relevant organisations) to enrich and enhance current inspiration activity across Suffolk;

- (b) development and delivery of events, experiences, applications, communications, information and guidance which enhance the curriculum and the student experience in Suffolk; and
- (c) activities collectively aimed at inspiring young people in Suffolk;

"Employment, Skills and Education Working Group" or "ESEWG" means the group of that name as established pursuant to paragraph 2.13;

<u>"ICanBeA"</u> means the online service for career inspiration focused on helping 12 to 25year-olds in Norfolk and Suffolk and is aimed directly at students and jobseekers, to support them into work or training (https://www.icanbea.org.uk);

"Local Supply Chain Skills Programme" means a programme implemented and funded by SZC Co of skills support for local businesses who engage with the Sizewell C procurement process and ultimately win work on the Project to gain the competencies and capabilities required by the Project (and as such any other major infrastructure project) which shall identify opportunities with local business to cascade the apprentice levy, utilise other funding available and provide early training;

"Main Civils Construction Phase" means [•] the phase within the Construction Period that begins with the site mobilisation and readiness meeting under the contract appointing the main civils contractor(s) providing for the construction of buildings, civil engineering or specialised construction activities and ends at the end of the Construction Period or when all work packages under the contract appointing the main civils contractor(s) have been completed;

"Maximum Outreach Contingency Amount" means the following amounts:

- (a) £32,667, on the anniversary of the approval of the first Annual Skills Implementation Plan;
- (b) £39,618, on the anniversary of the approval of the second Annual Skills Implementation Plan;
- (c) £54,214, on the anniversary of the approval of the third Annual Skills Implementation Plan;
- (d) £62,902, on the anniversary of the approval of the fourth Annual Skills Implementation Plan;
- (e) £61,859—on the anniversary of the approval of the fifth Annual Skills Implementation Plan;
- (f) £55,951,—on the anniversary of the approval of the sixth Annual Skills Implementation Plan;
- (g) £41,008, on the anniversary of the approval of the seventh Annual Skills Implementation Plan;
- (h) £14,596, on the anniversary of the approval of the eight Annual Skills Implementation Plan;
- (i) £8,341,—on the anniversary of the approval of the ninth Annual Skills Implementation Plan; or
- (j) £3,475, on the anniversary of the approval of the tenth Annual Skills Implementation Plan;

"Mechanical, Electrical and Heating (MEH) Phase" means [•];

"MEH Phase" means the phase within the Construction Period that begins with the site mobilisation and readiness meeting under the contract appointing the main mechanical, electrical and heating contractor(s) providing for the: assembly, construction, dismantling, erection, fabrication, fitting, inspection, installation, maintenance, repair, replacement or testing on site of any apparatus, machinery or plant;

- (a) planning, designing, commissioning or procuring by way of contract or otherwise of any apparatus, machinery or plant;
- (b) <u>supervision of the assembly, construction, dismantling, erection, fabrication, fitting, inspection, installation, maintenance, repair, replacement or testing of any apparatus, machinery or plant; or</u>
- the erection and/or dismantling of the main framework of a building or other structure that is made of steel or other metal where the building or structure is erected or dismantled on any site (not necessarily on a site where a product is processed).

and that ends at the end of the Construction Period or when all work packages under the contract appointing the main mechanical, electrical and heating contractor(s) have been completed;

"Not Ready" means that the business registered with the Supply Chain Portal has not submitted data for key fields relating to capability to deliver contracts on the Project;

"Operational Employment Strategy" means a strategy for developing the approach to employment during the Operational Phase Period which shall inform people of the nature and type of roles to be created during the Operational Phase Period and communicate any opportunities for skills, training and employment initiatives to contribute to the delivery of such roles, to include:

- (a) a description of the skills, roles, competencies, and qualifications needed for the Operational PhasePeriod;
- (b) the opportunity for skills, training, and employment initiatives to contribute to the delivery of the workforce, for the Operational PhasePeriod;
- (c) links to any relevant social partnerships able to deliver skills and training infrastructure to help the region prepare for the skills required for the Operational PhasePeriod;
- (d) engagement with local providers during the Operational Period:
- (e) the measures that SZC Co shall undertake to support the provision of training to promote local employment during the Operational Period;
- (d) the measures that each contractor and sub-contractor will undertake to promote the local employment, skills and training benefits of the roles created; and

the Apprenticeship Strategy;

"Operational Phase" means [•];

- (g) a strategy to encourage and support the delivery of Apprenticeships during the Operational Period, that:
 - (i) provides information on mechanisms for Apprenticeship support and enhance/enrich existing outreach to steer people towards regional work/training opportunities relevant to the Project and regional priorities;
 - (ii) provides information with sufficient lead-in time to local education, skills and training providers, and local people seeking Apprenticeship opportunities, enabling the regional skills and employment support infrastructure to gear-up to provide the curriculum, support and relevant inspiration activities to match the opportunities during the Operational Period; and
 - (iii) communicates any contractual commitments that SZC Co may seek with contractors on the Project in respect of the provision of Apprenticeships;

"Operational Period" means the period from the date that nuclear fuel assemblies for Unit 2 are delivered to the Main Development Site;

"Outreach Contingency Payment" means a payment from the Sizewell C Outreach Contingency Fund in the amount of the lesser of:

- (a) the relevant Maximum Outreach Contingency Amount; or
- (b) £800 x (100 / <u>1845</u>) x Number of Additional Sizewell C Employment Outreach Initiatives Placements,

where the "Number of Additional Sizewell C Employment Outreach Initiatives Placements" has been determined by the ESEWG in accordance with paragraph 2.5.1;

"Outreach Key Performance Indicators" means the key performance indicators for the Sizewell C Employment Outreach Fund to be set out in the Annual Skills Implementation Plans in order to demonstrate the effectiveness of the Sizewell C Employment Outreach Initiatives and which shall include the number of job starts from worklessness amongst:

- (a) the employed and economically inactive; and
- (b) the unemployed and economically active,

lasting <u>in each case</u> for at least 12 weeks (where the contract for the role is for no less than 12 weeks) supported by the Sizewell C Employment Outreach Initiatives;

"Phases" means the Construction Phases and the Operational Phase (each a "Phase");

<u>"Ready"</u> means that a business has fully completed its registration on the Supply Chain Portal and correctly, indicating business capabilities, accreditations and project experience;

"Regional Skills Co-ordination Function" means a function within Suffolk County Council during the Construction Period and for up to three years after the end of the Construction Period which shall be responsible for:

- (a) ensuring alignment with and of other regional activities;
- (b) Co-ordinate and assist co-ordinating and assisting SZC Co, contractors and members and invitees of ESEWG to develop initiatives to help ensure a sufficient supply of skills and capabilities are available at the right time to enable the growth of the energy industry in Suffolk;
- (c) promoting the creation of inclusive growth by working to ensure provision and opportunities relevant to regional need identified by the Construction Workforce Delivery Strategies and Annual Skills Implementation Plan are made available to the residents of Suffolk;
- (d) acting as a transparent and centralised contact and providing links and coordination between SZC Co, supply chain, contractors, skills/training providers, and wider regional stakeholders;
- (e) Co-ordinating co-ordinating the production of a draft Annual Skills Implementation Plan for the agreement of the ESEWG and approval of ERG Economic Review Group;
- (f) Provide provide reports on performance to the ESEWG on performance against the agreed key performance indicators set in the relevant Annual Skills Implementation Plan and monitoring of relevant skills and employment indicators;
- (g) attending meetings of the ESEWG; and
- (h) carrying out such other activities as the ESEWG may consider necessary (acting reasonably) from time to time-:

"Regional Skills Co-ordination Function Contribution" means a financial contribution of £1,300,000 in accordance with clause 2.3 to support the Regional Skills Co-ordination Function;

"Site Operations / Site Services / Enabling Works Phase" means [the phase within the Construction Period, beginning on the Commencement Date and ending at the end of the Construction Period, that includes any roles and work packages that support the delivery of another Construction Phase;

- "Sizewell C Bursary Scheme" means a bursary scheme aimed at supporting the removal of barriers to training, support and employment pathways into:
- (a) the Project; and/or
- (b) other local opportunities requiring similar skills to the Project,

for local people that either <u>haven't have not</u> reached the required entry level requirements or that need some support to successfully complete their course, particularly in areas of relative deprivation;

- "Sizewell C Bursary Scheme Fund" means a sum of £750,000 in accordance with clause 2.5-to fund the Sizewell C Bursary Scheme in accordance with paragraph 2.6;
- "Sizewell C Employment Outreach Contingency Fund" means the sum of £400,000 payable in accordance with paragraph 2.5;
- <u>"Sizewell C Employment Outreach Fund"</u> means the sum of £1,600,000 payable in accordance with paragraph 2.4;
- "Sizewell C Employment Outreach Initiatives" means initiatives provided by Suffolk County Council (or in partnership with not-for-profit organisations, where deemed appropriate through the relevant Annual Skills Implementation Plan) to be agreed by the ESEWG and approved by the ERG-Economic Review Group which are intended to support the delivery of measures and/or programmes that increase the pool of "Work Ready" 'work yeardy individuals within the region's talent pool or deliver social value by bridging the gap to the labour market and increasing the supply of people ready to access Job Ready" 'job yeardy programmes in relation to:
- (a) existing skills and training infrastructure;
- (b) outreach programmes;
- (c) partnership working with successful third sector organisations; and
- (d) the requirements identified by the relevant Construction Workforce Delivery Strategies and Annual Skills Implementation Plan,

with a focus on delivering local priorities and hard-to-reach groups and communities in geographical areas within Suffolk experiencing relative deprivation (as identified through the relevant Annual Skills Implementation Plan) and increasing diversity in the Sizewell C Construction Workforce;

- "Sizewell C Employment Outreach Fund Placements" means the sum of £1,600,000 payable in accordance with clause 2.4; placement into employment of an individual pursuant to a Sizewell C Employment Outreach Contingency Fund means the sum of £400,000 payable in accordance with clause 2.5 Initiative;
- "Sizewell C Jobs Co-ordinator" means a suitably qualified and experienced co-ordinator who shall be based in Suffolk;
- "Sizewell C Jobs Service" means a service established, funded and run by SZC Co (linked to local or regional infrastructure for employment brokerage such as regional DWP provision where considered effective and relevant by ESEWG) during the Construction Period that builds, maintains and manages a talent pool of local people to drive local employment for the Project (as well as being made available to other related regional projects and employers), which shall:
- (a) deliver employment (via a talent pool of relevant skills) needed for the Project;
- (b) provide re-brokerage within the Project and its supply chain to reduce churn and promote sustainable careers;
- (c) be capable of being accessed by:
 - (i) local businesses that may be part of the Sizewell C supply chain or offer goods/services needed for the Project; and
 - (ii) wider regional infrastructure,

- where the ESEWG considers (on the basis of the monitoring to be commissioned by SZC Co and acting reasonably) that re-brokerage of Sizewell C Jobs Service users may be beneficial for backfilling vacancies in existing local firms where there is an identified risk of increased labour market churn as a result of the Project making such vacancies harder to fill;
- (d) link to appropriate existing activities relating to employment brokerage as well as other measures provided by SZC Co in this Schedule;
- (e) offer vacancies created by the Sizewell C supply chain, including apprenticeships Apprenticeships; and
- (f) generate <u>Labour Market Intelligence labour market intelligence</u> for the purposes of Project and <u>Regional regional analytical benefit</u>, in order to support the effective implementation of other measures set out in this Schedule;
- "Sizewell C Skills Prospectus" means a prospectus developed by SZC Co and contractors setting out the nature and type of roles to be created during the Construction Period, which will include the number, type and range of employment positions, qualification and competence requirements for each role, skills opportunities, and training opportunities, and promotion of relevant measures provided or funded pursuant to this Schedule, and will provide information for:
- (a) people in education and likely to seek entry to the workforce in roles linked to the Project (and wider regionally important skillsets and legacy roles), and to inform inspiration activity at all ages of education;
- (b) people who are 'work ready' but not 'job ready' by demonstrating the pathways to employment and opportunities for upskilling and support outreach activities;
- (c) people who are 'job ready' who need support to enter the Project (e.g., via the Sizewell C Jobs Service);
- (d) training providers, education institutions and regional skills and employment services so as to support them in accessing any relevant funding provided pursuant to this Deed where outcomes would support the Project's skill demand and regional legacy skills;
- (e) businesses and employers seeking to gain skills accreditations, and support to retain employees and win work on the Project; and
- (f) agencies and local services who provide information-_advice and/or guidance to those seeking an apprenticeship Apprenticeship or employment, such as DWPDepartment for Work and Pensions, ICANBEA_ICanBeA and not-for-profit organisations;
- "Supply Chain Principles" means the principles of SZC of SZC Co's approach to engaging the local and regional supply chain for the Project, including:
- (a) specific measures (such as a <u>website (the 'Supply Chain Portal, website')</u>
 <u>providing information in respect of the Project's supply chain</u>, engagement
 process) and processes that have been or will be put in place to support local and
 regional supply chain engagement to enable businesses in the east of England to
 compete for opportunities on the Project;
- (b) SZC Co's partnership with Suffolk Chamber of Commerce to assist local and regional businesses in successfully contracting for the supply of goods and services and to support the legacy of industrial inward investment arising from the Project;
- (c) monitoring and reporting principles; and
- (d) details of integration between SZC Co's proposed measures for employment, skills, and education (set out within this Schedule) and supply chain engagement defined as the "Local Supply Chain Skills Programme" in this Schedule;

- "Supply Chain Work Plan" means a plan, including a list of activities that SZC Co will undertake or procure in order to deliver the Supply Chain Principles, to be updated every six months (as appended at Annex [];
- "Supply Chain Working Group" means the group of that name established pursuant to paragraph 4.3 of this Schedule;
- 4"Construction Workforce Delivery Strategies" or "CWDSs" means the documents (each a "Construction Workforce Delivery Strategy" or "CWDS") prepared by SZC Co (in collaboration with the main contractors for the Project and regional stakeholders where relevant) setting out in respect of each Construction Phase and the Operational Phase the strategic approach for developing the workforce requirements for the Project and shaping a legacy for the region which will include:
- (a) a description of the skills, roles, competencies, and qualifications needed for the relevant Phase:
- (b) the opportunity for skills, training, and employment initiatives, such as Young Sizewell C, to contribute to the delivery of the workforce, for the Phase, highlighting where there is legacy benefit for roles identified as needed for the Project and wider regional infrastructure;
- (c) links to any relevant social partnerships able to deliver skills and training infrastructure to help the region prepare for the skills required for the relevant Phase;
- (d) the measures, including contractual obligations, that each contractor and subcontractor will undertake to promote the local employment, skills and training benefits of the roles created;
- (e) planning for potential vacancies and skills gaps and opportunities for each Phase;
- (f) interactivity with labour market intelligence and supply chain data to inform a programme for delivery of the Asset Skills Enhancement and Capability Fund and the Sizewell C Employment Outreach Fund to meet the key needs of the Project that aligns with regional long-term requirements (as determined by the ESEWG and making funds available at the right time to meet the 'training windows' required per Construction Phase;
- (g) the Sizewell C Skills Prospectus;
- (h) Local Supply Chain Skills Programme; and
- (i) the Apprenticeship Strategy; and

"Tier 1 Contractor" means a contractor contracted directly from SZC Co:

"Tier 2 Contractor" means a contractor sub-contracted by a Tier 1 Contractor; and

- "Young Sizewell C" means a programme for those aged 16 to 21 provided by SZC Co including a suite of measures to support the creation of pathways into jobs, building on and enhancing existing measures in the region which will:
- (a) help people understand <u>the</u> size and scale of opportunity—<u>__</u>creating a pipeline into the Project or to backfill other positions;
- (b) provide young people with the first opportunity to see and access apprenticeships

 Apprenticeships on the Project;
- (c) provide links to the supply chain through work experience, advice, and information;
- (d) work with a regional development team and cross-cut different existing platforms such as DWP, JCP, Councils and Education education sector representatives;

⁴ Drafting Note: Order of definitions to be updated.

- (e) be relevant to the region and its skills needs and programmes—__for example by using integrated platforms like ICanBeA which would be identified in the relevant Annual Skills Implementation Plan;
- (f) generate information and intelligence in order to capture those most at risk of being 'not in education, employment or training', which shall be reported to the Employment, Skills and Education Working Group in order to inform the development of Construction Workforce Delivery Strategies and Annual Skills Implementation Plan, as well as wider regional measures developed outside of the remit of the Project; and
- (g) provide support for young people who may require information, advice, and guidance on maximising their opportunities and breaking down barriers to employment.

2. EMPLOYMENT, SKILLS, AND EDUCATION (CONSTRUCTION PERIOD)

2.1 Construction Workforce Delivery Strategy / Strategies

2.1.1 Within three months after the date on which the Development Consent Order comes into force and annually thereafter until the final Construction Workforce Delivery Strategy has been provided pursuant to paragraph 2.1.5(B), SZC Co shall provide the Councils with the Early Workforce Information in respect of the each Construction Phase for which a Construction Workforce Delivery Strategy has not been produced.

2.1.2 2.1.1 SZC Co shall:

- (A) <u>Before before Commencement, (in consultation with the Councils)</u> produce or commission a Construction Workforce Delivery Strategy in respect of the Site Operations / Site Services / Enabling Works Phase;
- (B) On on or before Commencement, provide a copy of such Construction Workforce Delivery Strategy in respect of the Site Operations / Site Services / Enabling Works Phase to the Councils; -and
- (C) adhere to the Construction Workforce Delivery Strategy in respect of the Site Operations / Site Services / Enabling Works Phase for the duration of the Site Operations / Site Services / Enabling Works Phase.
- 2.1.3 2.1.2SZC Co shall (in consultation with the ESEWG) produce or commission a Construction Workforce Delivery Strategy in respect of the following in accordance with paragraph 2.1.32.1.4:
 - (A) the Main Civils Construction Phase:
 - (B) the MEH Phase; and
 - (C) the Commissioning and Pre-Operational Phase.

2.1.4 2.1.3 SZC Co shall:

- (A) On on before Commencement, prepare and submit a programme for the production of the Construction Workforce Delivery Strategies listed under paragraph 2.1.2 2.1.3 to the Councils for their approval, such programme to ensure that the period of time between the implementation of each Construction Workforce Delivery Strategy and the start of the relevant Construction Phase is sufficient (in the opinion of the Councils acting reasonably) to develop the required training and services for such Construction Phase; and
- (B) Prior prior to the first anniversary of the Commencement Date, the ESEWG shall review the programme for the production of Construction Workforce Delivery Strategies approved by the Councils pursuant to paragraph 2.1.3-2.1.4(A) and shall agree any amendments to the programme as are considered necessary.

2.1.5 (C)SZC Co shall:

- (A) (D)prepare the Construction Workforce Delivery Strategies listed in paragraph 2.1.2-2.1.3 in accordance with the programme approved by the Councils under paragraph 2.1.3-(A) or approved by the ESEWG under paragraph (B):
- (B) provide a copy to the Councils of each of the Construction Workforce

 Delivery Strategies listed in paragraph 2.1.3 in accordance with the

 programme approved by the Councils under paragraph (A) or approved
 by the ESEWG under paragraph (B); and
- (C) (E)implement the relevant Construction Workforce Delivery Strategies under paragraph 2.1.3(B) in accordance with the programme approved by the Councils under paragraph 2.1.3(A(A) or the ESEWG under paragraph (B) and throughout the Main Civils Construction Phase, MEH Phase and Commissioning and Pre-Operational Phase (as appropriate).

2.1.6 2.1.4SZC Co shall:

- (A) review each Construction Workforce Delivery Strategy for each <u>Construction</u> Phase at least every three years (in consultation with the ESEWG); and
- (B) implement any revised Construction Workforce Delivery Strategy under paragraph 2.1.4(A2.1.6(A) throughout the remainder of the Main Civils Construction Phase, MEH Phase and Commissioning and Pre-Operational Phase (as appropriate).

2.1.5 Sizewell C Skills Prospectus

2.1.7 SZC Co shall:

- (A) As-as part of the development of the Construction Workforce Delivery Strategies in accordance with paragraphs 2.1.2 and 2.1.3, SZC Co shall produce or commission a Sizewell C Skills Prospectus which shall be submitted with the relevant CWDS in accordance with paragraphs 2.1.2 and/or 2.1.3; and
- (B) SZC Co shall review the Sizewell C Skills Prospectus at least every three years alongside the review of the relevant CWDS, taking account of:
 - the content and review process of Construction Workforce Delivery Strategies; and
 - (2) any reasonable requirement agreed by the Employment, Skills and Education Working Group for use of the Sizewell C Skills Prospectus information by relevant stakeholders and for relevant purposes.

2.1.6 Apprenticeship Strategy

2.1.8 SZC Co shall:

- (A) As-as part of the development of the CWDSs in accordance with paragraphs 2.1.2 and 2.1.3, SZC Co shall produce or commission a Sizewell C-an Apprenticeship Strategy which shall be submitted with the relevant CWDS in accordance with paragraphs 2.1.2 and 2.1.3-; and
- (B) SZC Co shall review the Apprenticeship Strategy at least every three years alongside the review of the relevant CWDS, taking account of the following and which shall be submitted with the review of the relevant CWDS in accordance with paragraph 2.1.42.1.6:
 - the content and review process of Construction Workforce Delivery Strategies; and

- (2) any requirement agreed by the Employment, Skills and Education Working Group-; and
- (C) <u>During_during_the Construction Period, SZC Co-shall</u> work with the members of the ESEWG to enact the initiatives set out within the Apprenticeship Strategy (as may be reviewed and amended from time to time), informed each year by Annual Skills Implementation Plan.
- 2.1.9 (D)The Apprenticeship Strategy to be submitted produced pursuant to paragraph 2.1.6(A2.1.8(A) shall make provision for a targeted delivery of a minimum of 540 Apprenticeships to Suffolk residents during the Construction Period.

2.2 Annual Skills Implementation Plan

2.2.1 Suffolk County Council shall procure that the Regional Skills Coordination Function, in consultation with the ESEWG, shall within 3-three months of the adoption of the after the Commencement Date, and annually thereafter during the Construction Period on the anniversary of approval of the prior Annual Skills implementation Plan, submit a draft Annual Skills Implementation Plan to the ERG-Economic Review Group for approval.

2.3 Regional Skills Co-ordination Function

- 2.3.1 On or before Commencement and on each anniversary of the Commencement Date occurring during the Construction Period, SZC Co shall pay Suffolk County Council up to £1,300,000 in:
 - (A) equal annual instalments; or
 - (B) annual instalments proposed by Suffolk County Council and approved by the ESEWG.
 - to be applied by Suffolk County Council following receipt as contributions towards the cost of funding of the Regional Skills Co-ordination Function.
- 2.3.2 Suffolk County Council shall establish the Regional Skills Co-ordination Function and procure that it shall carry out all obligations allocated to the Regional Skills Co-ordination Function in this Deed.
- 2.3.3 SZC Co's maximum liability under this paragraph 2.3 is £1,300,000.

2.4 Sizewell C Employment Outreach Fund

- 2.4.1 During the Construction Period, subject to paragraphs 1.1.1 and paragraph 2.4.2, SZC Co shall pay Suffolk County Council the sum of £1,600,000 in:
 - (A) equal annual instalments; or
 - (B) such alternative annual instalments as are approved in the Annual Skills Implementation Plan,
 - on the date of the approval of each Annual Skills Implementation Plan for the funding of relevant Sizewell C Employment Outreach Initiatives.
- 2.4.2 Suffolk County Council shall use the Sizewell C Employment Outreach Fund to fund Sizewell C Employment Outreach Initiatives in relation to each Construction Phase in the following proportions, which shall be co-ordinated and agreed by the ESEWG and reflected in each relevant Annual Skills Implementation Plan:
 - (A) not less than 35% and not more than 45% of the total identified in paragraph 2.4.1 for the <u>Construction</u> Workforce Delivery Strategy for the Main Civils Construction Phase;
 - (B) not less than 15% and not more than 20% of the total identified in paragraph 2.4.1 for the Construction Workforce Delivery Strategy for the Site Operations / Support Services / Enabling Works Phase.

- (C) not less than 35% and not more than 45% of the total identified in paragraph 2.4.1 for the <u>Construction</u> Workforce Delivery Strategy for the MEH Phase; and
- (D) not more than 10% of the total identified in paragraph 2.4.1 for the Construction Workforce Delivery Strategy for the Commissioning and Pre-Operational Phase.
- 2.4.3 Suffolk County Council shall deliver or procure the delivery of the Sizewell C Employment Outreach Initiatives.
- 2.4.4 SZC Co's maximum liability under this paragraph 2.4 is £1,600,000.

2.5 Sizewell C Employment Outreach Contingency Fund

- 2.5.1 During the Construction Period, within [3] three months of after the first anniversary of the approval of a particular Annual Skills Implementation Plan, the ESEWG shall determine:
 - (A) the number of "Successful Sizewell C Employment Outreach
 Initiatives" Placements" in respect of the unemployed and economically
 active, on the basis of the Outreach Key Performance Indicators set out
 in the relevant Annual Skills Implementation Plan; and
 - (B) the number of additional Sizewell C Employment Outreach Initiatives

 Placements required to meet the target of 1845% (or such other percentage as may have been approved by the ESEWG in that Annual Skills Implementation Plan) in respect of the unemployed and economically active, in accordance with the following formula:

Number of Additional Sizewell C Employment Outreach Initiatives Placements

- = 4845% (or such other percentage as may have been approved by the ESEWG in that Annual Skills Implementation Plan) of the Sizewell Employment Outreach Initiatives
 Placements in respect of the unemployed and economically active funded by the Sizewell C
 Employment Outreach Fund pursuant to the relevant Annual Skills Implementation Plan
- Number of Successful Sizewell C Employment Outreach Initiatives Placements

- 2.5.2 In the event that the ESEWG determines that the Number of Additional Sizewell C Employment Outreach Initiatives-Placements is greater than or equal to one, SZC Co shall pay an Outreach Community Contingency Payment to Suffolk County Council to deliver or procure the delivery of further Sizewell C Employment Outreach Initiatives in accordance with the current Annual Skills Implementation Plan.
- 2.5.3 The maximum liability of SZC Co pursuant to this paragraph 2.5 is £400,000 Index Linked.

2.6 Sizewell C Bursary Scheme

2.6.1 During the Construction Period, SZC Co shall make available the sum of £750,000 to be applied towards the provision of the Sizewell C Bursary Scheme in accordance with the Annual Skills Implementation Plan-this paragraph 2.6.

SZC Co and the Councils agree that applications from individuals for funding from the portion of the Sizewell C Bursary Scheme Fund identified for grants in excess of £1,000 each year, shall be approved on an ad hoc basis by a committee of SZC Co, Suffolk County Council and appropriate not-for-profit organisations selected by SZC Co (which shall have prior experience of management of an educational bursary and/or grant scheme, knowledge of education in Suffolk, and prior experience of post-16 education).

2.7 Asset Skills Enhancement and Capability Fund

- 2.7.1 During the Construction Period, subject to paragraph 2.7.2 and 1.1.1, SZC Co shall pay Suffolk County Council the Asset Skills Enhancement and Capability Fund in four instalments, each relating to a particular Construction Phase and each to be paid within [•] Working Days 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.
- 2.7.2 Suffolk County Council shall use or shall procure that the Regional Skills Coordination Function shall use each instalment of the Asset Skills Enhancement and Capability Fund to deliver or procure the delivery of the Asset Skills Enhancement and Capability Initiatives relating to the relevant Construction Phase in accordance with the Annual Skills Implementation Plan.
- 2.7.3 The Regional Skills Coordination Function or Suffolk County Council (as relevant) shall invite applications for the receipt of funding from the the-Asset Skills Enhancement and Capability Fund to carry out the Asset Skills Enhancement and Capability Initiatives in accordance with the Annual Skills Implementation Plan.
- 2.7.4 In reviewing applications for funding and determining the allocation of such funding, the Regional Skills Coordination Function or Suffolk County Council shall have regard to the following principles, so that the allocation of funding is:
 - (A) fair, neutral, open, and equitable to those applying for funding;
 - (B) focussed directly on maximising the number of HB Workers into identified legacy roles required by the Project;
 - (C) linked to wider regional 'legacy'-roles and industrial policy; and
 - (D) linked to the generation of 'match'_funding from wider industrial bodies including the New Anglia Local Enterprise Partnership, UK Government, and relevant industrial training bodies.
- 2.7.5 The maximum liability of SZC Co pursuant to this paragraph 2.7 is £7,800,000 Index Linked.

2.8 Asset Skills Enhancement and Capability Investments

- 2.8.1 During the Construction Period, SZC Co shall or shall procure that its Tier 1 Contractors shall provide the Asset Skills Enhancement and Capability Investments to Suffolk County Council for each Construction Phase in accordance with the first Annual Skills Implementation Plan relating to that Construction Phase.:
 - (A) the first Annual Skills Implementation Plan relating to that Construction Phase; or
 - (B) any Annual Skills Implementation Plan relating to that Construction
 Phase from time to time approved following a review in accordance with paragraph 2.8.2.
- 2.8.2 Through the preparation of the Annual Skills Implementation Plan produced by the Regional Skills Coordination Function immediately following each review by

- <u>SZC Co of the CWDS in accordance with paragraph 2.1, Suffolk County Council shall procure that the Regional Skills Coordination Function shall:</u>
- (A) review the provision of Asset Skills Enhancement and Capability Investments in respect of that Construction Phase; and
- (B) submit for the ESEWG's approval any proposed amendments to the minimum value of Asset Skills Enhancement and Capability Investments in respect of that Construction Phase so as to enable the provision of additional Asset Skills Enhancement and Capability Investments in respect of another Construction Phase.
- 2.8.2 Suffolk County Council shall allocate or shall procure that the Regional Skills Coordination Function shall allocate any Asset Skills Enhancement and Capability Investments received pursuant to paragraph 2.8.1 in accordance with the relevant Annual Skills Implementation Plan, having regard to the following principles, so that the allocation of investments is:
 - (A) fair, neutral, open, and equitable to those applying for funding;
 - (B) focussed directly on maximising the number of HB Workers into identified legacy roles required by the Project; and
 - (C) linked to wider regional 'legacy'-roles and industrial policy.
- 2.8.4 2.8.3 The maximum liability of SZC Co and the Tier 1 Contractors pursuant to this paragraph 2.8 shall be £5,000,000 Index Linked.

2.9 Sizewell C Jobs Service

- 2.9.1 Before Commencement, SZC Co shall establish the Sizewell C Jobs Service and shall provide the Sizewell C Jobs Service until the end of the Construction Period.
- 2.9.2 On or before Commencement, SZC Co shall appoint a Sizewell C Jobs Coordinator and shall ensure that a <u>Sizwell-Sizewell C Jobs Co-ordinator</u> is in place for the duration of the Construction Period.
- 2.9.3 During the Construction Period, SZC Co shall:
 - (A) review the scope and implementation of the Sizewell C Jobs Service inline with the programme of reviews of the relevant CWDS pursuant to paragraph 2.1.4-2.1.6 in order to improve effectiveness-and consult with Employment, Skills and Education Working Group on proposed changes to the Sizewell C Jobs Service;
 - (B) consult with the Employment, Skills and Education Working Group on any proposed changes to the Sizewell C Jobs Service;
 - (C) (B)implement any revised Sizewell C Jobs Service following consultation with ESEWG pursuant to paragraph 2.9.3(A) until the end of the Construction Period; and
 - (D) (C) procure that the Sizewell C Jobs Co-ordinator interacts with existing employment infrastructure such as Job Centre Jobcentre Plus and existing community hubs on a quarterly basis including sharing of job brokerage information, expertise and support and resources (training and materials) in order to assist understanding of the Sizewell C Jobs Service and the roles available.

2.10 Young Sizewell C

- 2.10.1 On or before Commencement, SZC Co shall establish Young Sizewell C and shall provide Young Sizewell C until the end of the Construction Period.
- 2.10.2 During the Construction Period, SZC Co shall:
 - (A) review the scope and implementation of Young Sizewell C in-line with the programme of reviews of the relevant CWDS pursuant to paragraph 2.1.4

- 2.1.6 and shall submit such revisions to ESEWG with the review of the relevant CWDS in accordance with paragraph 2.1.42.1.6; and
- (B) implement any revisions to Young Sizewell C following consultation with ESEWG pursuant to paragraph 2.10.2(A) until the end of the Construction Period—in order to improve effectiveness.

2.11 Education and Inspiration Activities

- 2.11.1 <u>During Throughout</u> the Construction Period, SZC Co shall deliver Education and Inspiration Activities in Suffolk.
- 2.11.2 On or before Commencement, and on each anniversary of the Commencement

 Date occurring during the Construction Period, SZC Co shall provide a draft
 programme of Education and Inspiration Activities to the ESEWG-each year including the location, recipient, indicative cost and any other relevant information. in respect of each proposed Education and Inspiration Activity:
 - (A) its location;
 - (B) the proposed recipient or partner;
 - (C) the estimated cost;
 - (D) proposed metrics and key performance indicators to be used to measure its success; and
 - (E) any other relevant information considered relevant by SZC Co.
- 2.11.3 The ESEWG shall provide commentary SZC Co with its comments (if any) on the draft programme of Education and Inspiration Activities provided pursuant to paragraph 2.11.2 and agree a formal programme that shall be incorporated into the Annual Skills Implementation Plan, including metrics and key performance indicators to measure the effectiveness of Education and Inspiration Activities. within 20 Working Days (or such longer period as may be agreed by the ESEWG).
- 2.11.4 <u>In preparing each draft programme of Education and Inspiration Activities and in delivering the Education and Inspiration Activities, SZC Co shall have regard to:</u>
 - (A) any comments provided by the ESEWG on the draft programme of Education and Inspiration Activities; and
 - (B) any measurements of the effectiveness of the Education and Inspiration Activities against the metrics and key performance indicators set out in the relevant Annual Skills Implementation Plan.
- 2.11.5 The ESEWG shall within the Annual Skills Implementation Plan agree metrics and key performance indicators to measure the effectiveness of Education and Inspiration Activities.

2.12 Economic Review Group

- 2.12.1 On or before Commencement, SZC Co shall establish the Economic Review Group, which shall exist until the end of the Construction Period.
- 2.12.2 The Economic Review Group shall comprise:
 - (A) one representative of SZC Co;
 - (B) one representative of Suffolk County Council;
 - (C) one representative of East Suffolk Council; and
 - (D) one representative of New Anglia Local Enterprise Partnership,

⁵ Note: This is for further consideration by the Applicant

- or such alternates as may be nominated by those representatives from time to time
- 2.12.3 The Economic Review Group shall also invite the following representatives to attend as observers and participate in discussions at its meetings:
 - (A) one representative of New Anglia Local Enterprise Partnership;
 - (A) (B)up to four representatives of the Tier 1 Contractors (including up to one Tier 1 Contractor in respect of each Construction Phase); and
 - (B) (C) one representative of the Suffolk Chamber of Commerce.
- 2.12.4 The Economic Review Group shall:
 - (A) meet no later than three months after the Commencement Date;
 - (B) consider the effectiveness of measures implemented for education, employment, skills and training set out in this Schedule in accordance with the relevant agreed key performance indicators and using labour market information collected by regional stakeholders as well as generated by the Project's measures;
 - (C) approve the Annual Skills Implementation Implementation Plan agreed by the ESWG;
 - (D) consider any requirement for tailoring or further development of measures in response to any education, skills and employment impact identified through monitoring as resulting from the Project;
 - (E) review and support the implementation of measures including the distribution of the <u>Sizewell C</u> Employment Outreach Fund and the Asset Skills Enhancement and Capability Fund using the Construction Workforce Delivery Strategy for each Construction Phase and Annual Skills Implementation Plan;
 - (F) report (and publish for the community) outcomes including but not limited to the number of apprenticeships, and work starts for local residents:
 - (G) work directly with regional boards and groups including other large construction and infrastructure projects to identify opportunities for collaboration and investment;
 - (H) receive reports from the Economic Working Groups;
 - (I) consider and decide any matter referred to it from the Economic Working Groups regarding outstanding disputes within the relevant Economic Working Group or any matter where the relevant Economic Working Group has failed to reach a decision;
 - (J) consider and provide guidance to SZC Co or the Social Review Groups in respect of any matter where the Economic Review Group considers there are interfaces between the Economic Working Groups that need a more strategic approach; and
 - (K) report to and refer any matter (including any matter considered by the Economic Review Group pursuant to paragraph 2.12.4(I)) <u>upon which the members are unable to agree unanimously</u> to the Delivery Steering Group, particularly where there are interface issues across topics that require a more strategic approach or direction.
- 2.12.5 SZC Co and the Councils agree that meetings of the Economic Review Group shall:
 - (A) take place quarterly during the Construction Period (or less frequently where agreed by the Economic Review Group) either virtually or at a

- convenient location in East Suffolk to be notified by SZC Co to the members of the Economic Review Group from time to time;
- (B) be quorate if at least three members (at least one of which is a member representing SZC Co, one <u>of which</u> is a member representing East Suffolk Council and one <u>of which</u> is a member representing Suffolk County Council) are present;
- (C) be chaired by one of the members representing SZC Co; and
- (D) be attended by members or representatives of the <u>Technical Economic</u> Working Groups, third parties or other experts from time to time and as agreed by the Economic Review Group members in order to observe and participate in discussions or present information to the Economic Review Group.
- 2.12.6 SZC Co shall be responsible for the administration of convening and holding meetings of the Economic Review Group.
- 2.12.7 The Economic Review Group-:
 - (A) shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Economic 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 further arrangements and terms of reference to be approved by the Delivery Steering Group.

 with such arrangements and terms of reference to be approved by the Delivery Steering Group.
- 2.12.8 In the event that any of the quorate members Quorate Members of one of the Economic Working Groups refers a matter to the Economic Review Group for urgent resolution, the Economic Review Group shall:
 - (A) meet as soon as reasonably practicable after the members of the Economic Review Group are notified and in any event within 10 days Working Days for the sole purpose of resolving the relevant matter (with such urgent meeting not counting as a meeting of the Economic Review Group required to be held pursuant to paragraph 2.12.5); and
 - (B) be entitled to vary any of the requirements of this paragraph 2.12 by agreement of the members of the Economic Review Group to facilitate such meeting occurring as soon as reasonably practicable and the early resolution of the relevant matter.
- 2.12.9 In the event that any of the querate members—Querate Members of the Economic 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 in Schedule 17.]

2.13 Employment, Skills and Education Working Group

- 2.13.1 On or before Commencement, SZC Co shall establish the Employment, Skills and Education Working Group, which shall exist until the end of the Construction Period.
- 2.13.2 The Employment, Skills and Education Working Group shall comprise:
 - (A) one representative of SZC Co;
 - (B) one representative of Suffolk County Council;

- (C) one representative of the Regional Skills Co-ordination Function established by Suffolk County Council;
- (D) one representative of East Suffolk Council; and
- (E) one representative of New Anglia Local Enterprise Partnership, or such alternates as may be nominated by those representatives from time to time.
- 2.13.3 The Employment, Skills and Education Working Group shall agree Annual Skills Implementation Plans provided by the Regional Skills Co-ordination Function.
- 2.13.4 The Employment, Skills and Education Working Group shall, where deemed appropriate in accordance with the relevant approved Annual Skills Implementation Plan, meet and act in the form of thematic delivery-focussed groups (e.g. employment, young people and apprenticeships. Apprenticeships, and skills) which direct the implementation of activities within-shall guide and inform the decisions to be made by the Employment, Skills and Education Working Group pursuant to this Schedule, including members of Employment, Skills and Education Working Group, and may be used as vehicles for delivery of activities set out by the Annual Skills Implementation Plan should that be agreed by the Employment, Skills and Education Working Group.
- 2.13.5 The Employment, Skills and Education Working Group may invite relevant and appropriate third parties, including Tier 1 Contractors, local education and skills providers, colleges and industry bodies to attend any delivery-focussed groups which are formed in accordance with paragraph 2.10.172.13.4.
- 2.13.6 The Employment, Skills and Education Working Group shall meet on a quarterly basis (or less frequently where agreed by the members of the Employment, Skills and Education Working Group), with such meetings to be:
 - (A) either virtual or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time;
 - (B) chaired by the representative of the Regional Skills Co-ordination Function, unless otherwise agreed by the Employment, Skills and Education Working Group; and
 - (C) quorate if at least three members (at least one of whom is a member representing East Suffolk Council, one <u>of which</u> is a member representing Suffolk County Council and one <u>of which</u> is a member representing SZC Co) are present.
- 2.13.7 The Employment, Skills and Education Working Group shall meet no later than three months after the Commencement Date.
- 2.13.8 The Employment, Skills and Education Working Group shall report to <u>and referany matter upon which the members are unable to agree unanimously to the Economic Review Group.</u>
- 2.13.9 SZC Co shall be responsible for the administration of convening and holding meetings of the Employment, Skills and Education Working Group.
- 2.13.10 The Employment, Skills and Education Working Group may make such further administrative arrangements as it considers appropriate for its proper and efficient functioning from time to time, which it shall report to the Economic Review Group.
 - (A) shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Employment, Skills and Education Working 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 Economic Review Group.

- 2.13.11 The Employment, Skills and Education Working Group will review monitoring undertaken on the employment and skills impact of the Project and provide recommendations to the ERG-Economic Review Group on any identified requirement for mitigating actions.
- 2.13.12 In the event that any of the quorate members Quorate Members of the Employment, Skills and Education 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.

2.14 Employment, Skills and Education Monitoring

- 2.14.1 <u>During the Construction Period</u>, SZC Co will provide the ESEWG with the following information on an annual basis (unless more regularly as specified) and any other information requested by the ESEWG (acting reasonably) that can reasonably be provided or funded by SZC Co that would aid the activity of regional stakeholders⁶:
 - (A) number of Sizewell C Construction Workers based on onboarding data at least every six months;
 - (B) estimated proportion of HB Workers and NHB Workers, broken down by District based on Workforce Survey workforce survey reports every six months;
 - (C) number of Apprenticeships and number of Suffolk-based and Home-based home-based Apprenticeships as reported by Contractors:
 - (D) number of HB Workers who were previously unemployed at least every six months:
 - (E) number of Successful Sizewell C Employment Outreach Placements;
 - (E) number of Suffolk residents placed into work by the Sizewell C Jobs Service by duration of continuous employment, and socio-economic and demographic characteristics of those residents which may be practicably and reasonably collected and is considered to provide relevant information on social mobility and social value (to be determined by the ESEWG for each Annual Skills Implementation Plan);
 - (G) (F)number of people supported by the Sizewell C Jobs Service into further employment outside of the Project at least every six months;
 - (G) itemised list (by value) of expertise, equipment and services provided by SZC Co and Contractors directly to regional skills and training providers;
 - (H) itemised list (by value based on the estimated cost of the use of such Asset Skills Enhancement and Capability Investment) of Asset Skills Enhancement and Capability Investments;
 - (I) (H)itemised list (including costings) of Education and Inspiration Activities undertaken at least every six months;
 - (J) (H)number of Sizewell C Construction Workers in Apprenticeships and/or other 'earn and learn' training at least every six months;
 - (K) (U)reasons for, and implications of, any deviation from forecasting set out in any Construction Workforce Delivery Strategy to give a broad outlook

⁶ Where practicable, data will be drawn from on-boarding datasets, Sizewell C Jobs Service Analytics and 6-monthly, longitudinal, statistically significant Workforce Surveys.

- of skills needs for the Sizewell C-Project for the forthcoming 12-month period (annually at the meeting of the ESEWG prior to that at which each Annual Skills and Implementation Plan is approved) if different from that set out in the Construction Workforce Delivery Strategy; and
- (L) (K) analysis from such bespoke third party analytical tools and economic modelling as are used by SZC Co to measure change in labour market churn and any other employment, skills and education indicator reasonably agreed by the ERG-Economic Review Group to relate to the potential effects of the Project on the labour market.
- 2.14.2 The Annual Skills Implementation Plan may set out, where agreed by the ESEWG and acting reasonably and proportionately, additional monitoring measures including measures to test the effectiveness of the Annual Skills Implementation Plan, Sizewell C Jobs Service, Sizewell C Bursary, Sizewell C Employment Outreach Fund, and ASEC Asset Skills Enhancement and Capability Fund.
- 3. EMPLOYMENT, SKILLS AND EDUCATION (OPERATIONAL PHASE PERIOD)
 - 3.1.1 On or before the sixth anniversary of the Commencement Date and annually thereafter until the Operational Employment Strategy has been submitted pursuant to paragraph 3.1.2, SZC Co shall provide the ESEWG with the Early Workforce Information in respect of the Operational Period.
 - 3.1.1 Prior to the end of the Construction Period, SZC Co shall prepare and submit a an Operational Employment Strategy to the ESEWG for its approval.
 - 3.1.2 SZC Co shall implement the Operational Employment Strategy-<u>as</u>

 <u>approved pursuant to paragraph</u> 3.1.2, from the start of the Operational <u>Phase</u>

 <u>Period</u> until the fifth anniversary of the start of the Operational <u>Phase</u> <u>Period</u>.
 - 3.1.4 SZC Co shall:
 - (A) review the Operational Employment Strategy within three months of the third anniversary of the start of the Operational Period;
 - (B) submit any revisions to the Operational Employment Strategy considered necessary by SZC Co as a result of this review to the Councils for their approval; and
 - (C) <u>implement any revised Operational Employment Strategy approved under paragraph 3.1.4(B) until the fifth anniversary of the start of the Operational Period.</u>
 - 3.1.5
 3.1.3In the event that the value of the Education and Inspiration Activities-provided by SZC Co during the Construction Period (the "EIA Construction Amount") is less than the amount calculated in accordance with the below formula (the "EIA Target Amount"):

<u>EIA</u> Target Amount = £100,000 \times [Number of years during (length of the Construction Period lin years).

3.1.4SZC Co shall deliver <u>further further Education</u> and Inspiration Activities prior to the third anniversary of the end of the Construction Period to the value of:

 $Sum = \underline{EIA} \text{ Target Amount} - \underline{EIA} \text{ Construction Amount}.$

- 3.1.6 SZC Co's maximum liability under paragraph 3.1.5 is £1,200.000.
- 3.1.7 In the event that the value (based on the estimated cost of the use of such Asset Skills Enhancement and Capability Investments) of the Asset Skills Enhancement and Capability Investments provided by SZC Co during the Construction Period (the "ASECI Construction Amount") is less than £5,000,000, SZC Co shall within three months from the end of the Construction Period pay to Suffolk County Council a sum calculated as follows:

Sum = £5,000,000 - ASECI Construction Amount,

to be applied by Suffolk County Council prior to the third anniversary of the end of the Construction Period towards the provision of initiatives to enhance the supply of skills related to the Project and regional needs and aspirations, through investing in revenue and working capital projects within the region's existing education and training sectors with the aim of strengthening the supply of skills related to the region's aspirations and needs and the requirements of the Project set out in the Operational Employment Strategy.

4. SUPPLY CHAIN

4.1 Supply Chain Activities

- 4.1.1 SZC Co shall implement or procure the implementation of the measures described in the Supply Chain Work Plan (determined by the Supply Chain Principles) with effect from Commencement until the end of the Construction Period.
- 4.1.2 <u>During the Construction Period</u>, SZC Co shall <u>previde</u> <u>prepare</u> an <u>updated Supply Chain Work Plan and provide such</u> updated Supply Chain Work Plan to the Supply Chain Working Group every six months to allow stakeholders to plan wider activities that align with and maximise benefits beyond the Project and that relate to strategic long term legacy benefits of the Project including:
 - (A) recognition for the Project's regional role as an essential part of Suffolk's <u>Energy Cluster-</u> accelerating inward investment of Tier 1 <u>Contractor</u> and Tier 2 <u>Contractor</u> suppliers who may be working in multiple energy construction projects locally;
 - (B) opportunities for growth in existing and newly accredited nuclear related businesses associated with supporting the delivery of the Main Civils Construction Phase and MEH Phase:
 - (C) opportunities for growth in non-nuclear related businesses associated with supporting the delivery of the Project, for example local catering, leisure and retail companies, in order to provide benefits to the local economy and population as well as the nuclear supply chain;
 - (D) <u>provide provision of inward investment and trade stimulation opportunities</u> to ally with other existing programmes;
 - (E) research and development and innovation opportunities (such as work on hydrogen and linkages to the proposed freeport centred at the Port of Felixstowe and Harwich International Port, 'Freeport East'; ');
 - (F) work working across South West and East of England to assist with knowledge transfer from Hinkley Point C to the Project and to enhance best practice to drive efficiencies;
 - (G) legacy through companies new to the nuclear and energy supply chain taking opportunities for future growth in the UK new nuclear market as well as the wider global supply chain; and
 - (H) supporting the 'Nuclear Sector Deal, the '(published by the UK government in June 2018), the UK government's 'Energy White Paper, the: Powering our net zero future' (published December 2020), the 'Ten Point Plan for a Green Industrial Revolution-and '(published by the UK government in November 2020) and 'Build Back Better-'in delivering clean growth and achieving a net zero economy.-(published by the UK government March 2021).
- 4.1.3 The <u>During the Construction Period, the Supply Chain Working Group shall</u> review the effectiveness of the measures in the Supply Chain Work Plan at least every six months.

- 4.1.4 The parties agree that all members of the Supply Chain Working Group shall be provided with and entitled to use any information gained during the review pursuant to paragraph 4.1.2, 4.1.3 in regional activities, to allow stakeholders the opportunity to plan wider activities that align with and maximise benefits beyond the Project.
- 4.1.5 SZC Co shall have regard to the results of the review undertaken by the Supply Chain Working Group pursuant to paragraph 4.1.3 in preparing any subsequent updated Supply Chain Work Plans.

4.2 Supply Chain Monitoring

- 4.2.1 <u>During the Construction Period</u>, SZC Co shall provide the Supply Chain Working Group with the following information on an annual basis and any other information requested by the Supply Chain Working Group (acting reasonably) that can reasonably be provided by SZC Co identified in consultation with SZC Co and Tier 1 Contractors that would aid the activity of regional stakeholders as set out at paragraph 4.1.4 and inform the development of Supply Chain Work Plans-:
 - (A) total value of contracts awarded to businesses based in East of England, by District;
 - (B) value of contracts awarded to businesses based in East of England by work package / sector, by District;
 - (C) total number and sector of businesses registered on the <u>'Supply Chain Portal-'website</u> by completeness of profile (Not Ready, Almost Ready, Ready), by District;
 - (D) Number number of transitions from Not Ready to Almost Ready and the number of transitions from Almost Ready to Ready;
 - (E) number of PQQs / Contracts pre-qualification questionnaires and contracts applied for by businesses based in East of England by District; and
 - (F) activities/events undertaken in accordance with the Supply Chain Principles and set out by the Supply Chain Work Plan by District.

4.3 **Supply Chain Working Group**

- 4.3.1 On or before Commencement, SZC Co shall establish the Supply Chain Working Group, which shall exist until the end of the Construction Period.
- 4.3.2 The Supply Chain Working Group shall comprise:
 - (A) one representative of SZC Co;
 - (B) one representative of the Tier 1 Contractors;
 - (C) one representative of Suffolk County Council;
 - (D) one representative of East Suffolk Council;
 - (E) one representative of New Anglia Local Enterprise Partnership; and
 - (F) one representative of Suffolk Chamber of Commerce,

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

4.3.3 The Supply Chain Working Group may agree to extend invitations to other bodies to attend meetings of the Supply Chain Working Group, where the Supply Chain Working Group agrees there is value for-in their attendance, including but not limited to, contractors and consortia within the supply chain and relevant representatives of other major construction and infrastructure projects in the region.

- 4.3.4 The Supply Chain Working Group shall meet at least once per year to enable the Councils, Suffolk Chamber of Commerce and New Anglia Local Enterprise Partnership to:
 - (A) view and discuss the Supply Chain Work Plan;
 - (B) view and discuss monitoring information provided by SZC Co on the scale of regional contracts awarded by type, value, and location; and
 - (C) view SZC Co's supply chain activities in the context of local/regional plans and policies in order to facilitate collaboration and share information and advice.
- 4.3.5 The Supply Chain Working Group shall meet no later than three months after the Commencement Date.
- 4.3.6 SZC Co and the Councils agree that meetings of the Supply Chain Working Group shall be:
 - (A) either virtual or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time;
 - (B) chaired alternately by Suffolk County Council and East Suffolk Council with the first meeting to be chaired by Suffolk County Council; and
 - (C) quorate if at least three members (one of which is a member representing SZC Co, one <u>of which</u> is a member representing East Suffolk Council and one <u>of which</u> is a member representing Suffolk County Council) are present;
- 4.3.7 The Supply Chain Working Group shall report to <u>and refer any matter upon which</u> the members are unable to agree unanimously to the Economic Review Group.
- 4.3.8 SZC Co shall be responsible for the administration of convening and holding meetings of the Supply Chain Working Group.
- 4.3.9 The Supply Chain Working Group-may make such further administrative arrangements and terms of reference as it considers appropriate for its proper and efficient functioning from time to time, which shall be approved by the Economic Review Group.:
 - (A) shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Supply Chain 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 Supply Chain Working Group from time to time, with such arrangements and terms of reference to be approved by the Economic Review Group.
- 4.3.10 In the event that any of the quorate members Quorate Members of the Supply Chain 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.

5. **FECONOMIC DEVELOPMENT**

5.1 **Economic Development Function**

5.1.1 During the Construction Period and for one year following the end of the Construction Period SZC Co will pay a total sum of up to £1,820,000 to East Suffolk Council in accordance with paragraph 5.1.2 as a contribution towards an the Economic Development Function to help to manage relationships between partners (business, business organisations, the Project and other stakeholders),

- provide co-ordination for business expertise and leadership to businesses in the area that may have a relationship with Sizewell C.
- 5.1.2 SZC Co will provide the monies referred to in paragraph 5.1.1 in instalments of £140,000 starting on or before Commencement and annually thereafter on the each anniversary of Commencement (save that an individual instalment shall only be payable if the Construction Period is ongoing at the time that the relevant instalment is due to be paid and for the avoidance of doubt the obligation on SZC Co to pay any further instalments pursuant to this paragraph shall cease when the Construction Period ends) the Commencement Date occurring during the Construction Period.
- 5.1.3 SZC Co's maximum liability under this paragraph 5.1 is £1,820,000.

5.2 Economic Development Business Support Service

- 5.2.1 During the Construction Period and for one year following the end of the Construction Period-_SZC Co will pay a total sum of up to £2,340,000 to East Suffolk Council in accordance with paragraph 5.2.2 as a contribution towards an the Economic Development Business Support Service to offer support for businesses in East Suffolk that may have a relationship with Sizewell C.
- 5.2.2 SZC Co will provide the monies referred to in paragraph 5.2.1 in instalments of £180,000 starting on or before Commencement and annually thereafter on the each anniversary of Commencement (save that an individual instalment shall only be payable if the Construction Period is ongoing at the time that the relevant instalment is due to be paid and for the avoidance of doubt the obligation on SZC Co to pay any further instalments pursuant to this paragraph shall cease when the Construction Period ends)-the Commencement Date occurring during the Construction Period.
- 5.2.3 SZC Co's maximum liability under this paragraph 5.2 is £2,340,000.

5.3 **Business Support Fund**

- 5.3.1 During the Construction Period SZC Co will make available a Business Support Fund of up to £1,000,000 to enable businesses to adjust their methods of operation to work successfully alongside the Project.
- 5.3.2 East Suffolk Council shall procure that the Economic Development Business Support Service shall:
 - (A) seek and collate applications from businesses to businesses to the Business Support Fund, such applications to include a business plan from the applicant demonstrating the need for such an adjustment and how the funding requested would deliver the adjustment required; and
 - (B) present such applications to the Economic Review Group for approval; and
 - (C) make onward payments to such applicants as are approved by the Economic Review Group from the sums paid by SZC Co pursuant to paragraph 5.3.3—; and
 - (D) report to the Economic Review Group on the usage of the Business Support Fund on a quarterly basis.
- 5.3.3 SZC Co shall pay to East Suffolk Council the sum equal to the requested funds in respect of successful applications to the Business Support Fund for onward payment to successful applicants.
- 5.3.4 SZC Co's maximum liability under this paragraph 5.3 is £1,000,000.

SCHEDULE 8 HERITAGE

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:

"First Leiston Abbey Site" means the scheduled monument with reference SM 1015687 at Leiston Abbey (first site);

"Historic Buildings and Monuments Commission for England" means the body of that name established by the National Heritage Act 1983 or any successor in function;

"SCC Archaeological Monitoring Contribution" means the sum of up to £288,750 to be paid and applied in accordance with paragraph 4;

"Second Leiston Abbey Site" means the scheduled monument with reference SM 1014520 and Grade I and Grade II listed buildings with references LB1215753, LB 1215754, LB 1216380, and LB 1268290 all located at Leiston Abbey (second site); and

"Upper Abbey Farm" means the Grade II listed buildings LB 1216394 and LB 1216655 and associated non-designated structures at Upper Abbey Farm, Leiston IP16 4RQ.

2. UPPER ABBEY FARM

- 2.1 On or before Commencement, SZC Co shall, following consultation with East Suffolk Council, prepare and submit an application for the relevant consents to carry out works to conserve and enhance the historic significance of Upper Abbey Farm (which shall include works to the wider farmyard to stabilise or remove unstable structures and to remove intrusive vegetation).
- 2.2 SZC Co shall implement and carry out the works consented pursuant to paragraph 2.1 prior to the first occupation of the Accommodation Campus.

3. LEISTON ABBEY SITES

3.1 First Leiston Abbey Site

- 3.1.1 On or before Commencement, SZC Co shall pay to East Suffolk Council for onward payment to RSPB the sum of £80,000 to be applied as a contribution towards survey and consolidation of the First Leiston Abbey Site and improved interpretation of the First Leiston Abbey Site, which shall include:
 - (A) undertaking an assessment of the existing heritage interpretation at the First Leiston Abbey Site;
 - (B) preparing and implementing a new visitor strategy for the First Leiston Abbey Site:
 - (C) undertaking a structural survey of the First Leiston Abbey Site;
 - (D) consolidating and repairing existing buildings at the First Leiston Abbey Site; and
 - (E) engagement and liaison between RSPB and Historic England and such other stakeholders as RSPB considers necessary.
- 3.1.2 On or before the eighth anniversary of the Commencement Date, SZC Co shall pay to East Suffolk Council for onward payment to RSPB the sum of £20,000 to be applied as a contribution towards refreshing and improving interpretation of the First Leiston Abbey Site prior to the tenth anniversary of the Commencement Date.

3.2 Second Leiston Abbey Site

- 3.2.1 SZC Co shall pay to East Suffolk Council for onward payment to the Historic Buildings and Monuments Commission for England (who may pass such sum to the English Heritage Trust or any equivalent body, as appropriate) the sum of £1,090,224 to be applied as a contribution towards measures for survey and consolidation of the Scheduled Monument SM 1014520 (under the guardianship of the Historic Buildings and Monuments Commission for England) and improved interpretation of the Second Leiston Abbey Site, such sum to be paid in the following instalments:
 - (A) £654,134 on or before Commencement; and
 - (B) £436,090 on or before the first anniversary of the Commencement Date.
- 3.2.2 SZC Co shall pay to East Suffolk Council for onward payment to the Historic Buildings and Monuments Commission for England (who may pass such sum to the English Heritage Trust or any equivalent body, as appropriate, in consultation with Pro Corda Trust, taking into account their respective use of and responsibility for the Second Leiston Abbey Site) the sum of £150,000 to be applied as a contribution towards the development (in consultation with the Pro Corda Trust) and implementation of a landscape and access masterplan for the Second Leiston Abbey Site, such sum to be paid in the following instalments:
 - (A) £90,000 on of or before Commencement; and
 - (B) £60,000 on or before the first anniversary of the Commencement Date.

4. SCC ARCHAEOLOGICAL MONITORING CONTRIBUTION

- 4.1 SZC Co shall pay the SCC Archaeological Monitoring Contribution to Suffolk County Council in the following instalments:
 - 4.1.1 the sum of up to £82,500 to be used for the purposes of Suffolk County Council monitoring the carrying out of archaeological mitigation measures at the Sites pursuant to the Development Consent Order, to be paid in tranches against the presentation of invoices (and within 30 days of the presentation of such invoices) for reasonable and proper attendance costs at the Sites; and
 - 4.1.2 the sum of up to £206,250 to be used for the purposes of Suffolk County Council reviewing the archaeological written scheme of investigations, evaluation and mitigation reporting prepared by SZC Co pursuant to the Development Consent Order to disseminate the results of the archaeological investigations carried on at each of the Sites, to be paid in tranches against the presentation of invoices (and within 30 days of the presentation of such invoices) for reasonable and proper review costs for each report.
- 4.2 Suffolk County Council shall:
 - 4.2.1 monitor or procure the monitoring of the archaeological mitigation measures at the Sites; and
 - 4.2.2 review or procure the review of the evaluation and mitigation reporting prepared by SZC Co.

SCHEDULE 9 IMPLEMENTATION PLAN

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:
 - "Contingent Effects Fund" has the meaning given in Schedule 16;
 - "Fen Meadow Works" means the Benhall Fen Meadow Works, the Halesworth Fen Meadow Works, and the Pakenham Fen Meadow Works (each as defined in Schedule 11);
 - "Freight Management Facility" means Work No. 13 in Schedule 1 to the Development Consent Order:
 - "Green Rail Route" means Work No.4 in Schedule 1 to the Development Consent Order;
 - "Key Environmental Mitigation" means the Project Accommodation, the Permanent Beach Landing Facility, the Temporary Beach Landing Facility, the Fen Meadow Works, the Marsh Harrier Habitat Improvement Works (if provided for in the Development Consent Order as made by the Secretary of State), the Green Rail Route, the Freight Management Facility, the Park and Rides, the Sizewell Link Road, the Two Village Bypass, Yoxford Roundabout, and Works Nos.15, 16 and 17 in Schedule 1 to the Development Consent Order:
 - "Implementation Plan" means the Phasing Schedule setting out the anticipated dates of commencement and completion of the Key Environmental Mitigation annexed to this Deed at Annex [•] (as the same may be amended from time to time by SZC Co with the approval of the Councils);
 - "Marsh Harrier Habitat Improvement Works" if provided for in the Development Consent Order as made by the Secretary of State, means Work No. 8 in Schedule 1 to the Development Consent Order:
 - "Park and Rides" means Works Nos. 9 and 10 in Schedule 1 to the Development Consent Order:
 - "Permanent Beach Landing Facility" means the permanent beach landing facility provide for as part of Work No. 1A of the Development Consent Order;
 - "Planning Group" has the meaning given in Schedule 17;
 - "Project Accommodation" has the meaning given in Schedule 3;
 - "Sizewell Link Road" means Work No. 12 in Schedule 1 to the Development Consent Order:
 - "Temporary Beach Landing Facility" means the temporary beach landing facility provide for as part of Work No. 1A of the Development Consent Order;
 - "Two Village Bypass" means Work No. 11 in Schedule 1 to the Development Consent Order; and
 - "Yoxford Roundabout" means Work No. 14 in Schedule 1 to the Development Consent Order.

1. 2-IMPLEMENTATION PLAN

- 2.1With effect from the Commencement Date, SZC Co shall use reasonable endeavours to carry out and complete the Key Environmental Mitigation in accordance with the Implementation Plan⁷.
- 2.2At least three months prior to Commencement of works to construct any Key Environmental Mitigation, SZC Co shall prepare and submit to the Councils a detailed

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- implementation programme for that Key Environmental Mitigation which shows how the relevant development will be delivered with other Key Environmental Mitigation.
- 2.3SZC Co shall keep the Councils informed of progress in carrying out and completing the Key Environmental Mitigation on at least a quarterly basis demonstrating performance against the Implementation Plan and the detailed implementation programmes previously submitted to the Councils pursuant to paragraph 2.2_1.2 and including, where it is anticipated that works to construct any Key Environmental Mitigation will Commence in the quarter following the date of the report, anticipated dates for Commencement of those works.
- 2.4SZC Co shall promptly notify the Planning Group of any material anticipated or actual delay to the completion of the Key Environmental Mitigation and, in the event of such a delay arising, shall (in consultation with the Councils via the Planning Group) carry out a detailed review of the Implementation Plan and the relevant detailed implementation programme previously submitted to the Councils pursuant to paragraph 2.21.2, such review to occur as soon as reasonably practicable.
- 2.5 In carrying out the review pursuant to paragraph 2.41.4, SZC Co shall take into account the assessments set out in the Environmental Statement and the Transport Assessment Information.
- 2.6SZC Co shall determine (taking into account the results of the review carried out pursuant to paragraph 2.4-1.4 and any reasonable representations of the Councils) the appropriate course of action to be taken in respect of the anticipated or actual delay, including a timetable for the implementation of the appropriate course of action, which shall be determined with the objective of reducing the delay so far as reasonably practicable having regard to the timely delivery of the Project as a whole.
- 2.7A copy of the review carried out by SZC Co pursuant to paragraph 2.4 1.4 shall be provided by SZC Co to the Planning Group and the Delivery Steering Group within 10 Working Days of completion of such review.

SCHEDULE 10 LEISURE AND AMENITY

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:
 - "Alde Valley Academy" means Alde Valley Academy, Seaward Avenue, Leiston, Suffolk. IP16 4BG;
 - "Annual Maintenance Payment" means the sum of £55,000 to be paid by SZC Co to East Suffolk Council in accordance with paragraph 2.4.1;
 - "Leiston Leisure Centre" means the leisure centre located at Red House Lane, Leiston, Suffolk IP16 4LS (including the Leiston Sports Facilities once completed);
 - "Leiston Sports Facilities" means Work No. 5 in Schedule 1 to the Development Consent Order, being a 3G pitch and two multi-use games areas in Leiston to be provided or procured and managed by East Suffolk Council and which are to be available for use by Alde Valley Academy, members of the general public and the Sizewell C Construction Workforce during the Construction Period;
 - "Leiston Sports Facilities Works" means the works to be undertaken or procured by East Suffolk Council to construct the Leiston Sports Facilities as approved by SZC Co pursuant to paragraph 2.1 and East Suffolk Council in accordance with Requirement [12A]_in Schedule 2 of to the Development Consent Order; and
 - "Sports Facilities Design and Works Payment" means the sum of up to £1,092,000 being East Suffolk Council's reasonable and proper costs associated with the design of the Leiston Sports Facilities Works and preparation of a costed proposal in respect of the same in accordance with paragraph 2.1 of this Schedule and carrying out the Leiston Sports Facilities Works.

2. LEISTON SPORTS FACILITIES

2.1 Design of the Leiston Sports Facilities

- 2.1.1 SZC Co shall pay £100,000-75,000 from the Sports Facilities Design and Works Payment to East Suffolk Council on or before Commencement.
- 2.1.2 Following receipt of the Sports Facilities Design and Works Payment, East Suffolk Council shall prepare or procure the preparation of the design of the Leiston Sports Facilities Works in consultation with Alde Valley Academy and Suffolk County Council and shall provide to SZC Co for approval a costed proposal for the Leiston Sports Facilities Works (the "Proposal").
- 2.1.3 The Proposal shall include but not be limited to:
 - (A) a timetable demonstrating that completion of the <u>Leiston</u> Sports Facilities Works shall take place in an appropriate timescale having regard to the planned occupation of the Accommodation Campus as set out in the Implementation Plan;
 - (B) details of layout, scale, means of enclosure, and details of any artificial lighting, drawings and specifications for the Leiston Sports Facilities Works in general accordance with fany documents referenced in Requirement [12A](2)12A(2) in Schedule 2 of to the Development Consent Order::
 - (C) details of the physical separation to be provided between the access and use of the Leiston Sports Facilities by Alde Valley Academy and the access and use by the Sizewell C Construction Workforce and members of the public; and

- (D) confirmation that Alde Valley Academy has been fully involved in the preparation of the scheme. Proposal; and
- (E) confirmation that an agreement will be entered into between East Suffolk Council and Alde Valley Academy prior to the commencement of the construction of the Leiston Sports Facilities setting out the arrangements for the construction, maintenance (to include running costs) and use of the Leiston Sports Facilities with any reasonable costs incurred by Alde Valley Academy in respect of negotiating such agreement to be paid by SZC Co within 30 days of receipt of an invoice from Alde Valley Academy.

2.2 Construction of the Leiston Sports Facilities

- 2.2.1 Within six weeks of approval of the Proposal by SZC Co, SZC Co shall submit details of the layout, scale, and external appearance of the Leiston Sports Facilities to East Suffolk Council for approval in accordance with Requirement [12A]_in Schedule 2 of to the Development Consent Order.
- 2.2.2 Within six weeks of East Suffolk Council's approval of the details of the Leiston Sports Facilities in accordance with Requirement [12A]_in Schedule 2 of to the Development Consent Order, SZC Co shall pay to East Suffolk Council shall submit to SZC Co an invoice to confirm the amount of the remainder of the Sports Facilities Design and Works Payment and SZC Co shall then pay to East Suffolk Council the remainder of the Sports Facilities Design and Works Payment within 30 days of the receipt of such invoice.
- 2.2.3 East Suffolk Council shall provide and make available the Leiston Sports Facilities in accordance with the timetable in the Proposal, unless otherwise agreed with SZC Co.
- 2.2.4 East Suffolk Council shall notify SZC Co in advance of completion of the Leiston Sports Facilities.
- 2.2.5 In complying with its obligations in relation to the provision of the Leiston Sports Facilities, East Suffolk Council shall consult with SZC Co and shall take into account any reasonable representations made by SZC Co.
- 2.2.6 If all requisite consents for the Leiston Sports Facilities cannot be obtained:
 - (A) East Suffolk Council shall repay to SZC Co any unspent amount of the Sports Facilities Design and Works Contribution Payment to SZC Co;
 - (B) SZC Co and East Suffolk Council shall, acting reasonably and in good faith, enter into discussions about the appropriate provision of alternative facilities; and
 - (C) SZC Co-shall ensure that the monies received pursuant to paragraph (A2.2.6(A) are applied to those alternative facilities.
- 2.2.7 SZC Co's maximum liability under paragraphs 2.1 and 2.2 is £1,092,000.

2.3 Management of the Leiston Sports Facilities

- 2.3.1 During the Construction Period, East Suffolk Council shall manage or procure the management of the Leiston Sports Facilities, including bookings in accordance with the management plan prepared and approved in accordance with this paragraph 2.3.
- 2.3.2 Prior to the first use of the Leiston Sports Facilities, East Suffolk Council shall prepare and submit a management plan in respect of the Construction Period to SZC Co for approval.
- 2.3.3 The management plan submitted in accordance with paragraph 2.3.2 shall:
 - (A) set out the proposed hours of use of the Leiston Sports Facilities for:

- (1) Alde Valley Academy;
- (2) Sizewell C Construction Workforce; and
- (3) members of the public;
- (B) include a confirmation that Alde Valley Academy has been fully involved in the preparation of the management plan; and
- (C) provide that the Sizewell C Construction Workforce shall have access to Leiston Leisure Centre for the use of the bathrooms and changing room facilities, without any payment being required in respect of such access or use.
- 2.3.4 The Leiston Sports Facilities shall not be used until SZC Co has approved the management plan submitted in accordance with paragraph 2.3.2.

2.4 Maintenance of the Leiston Sports Facilities

- 2.4.1 During the Construction Period, SZC Co shall pay to East Suffolk Council the Annual Maintenance Payment within 10 Working Days 30 days of East Suffolk Council notifying SZC Co in writing of first use of the Leiston Sports Facilities (as notified by East Suffolk Council to SZC Co) and on each anniversary of the date of first use thereafter until the end of the Construction Period.
- 2.4.2 East Suffolk Council shall apply 10% of each Annual Maintenance Payment towards the costs of maintaining the Leiston Sports Facilities during the Construction Period.
- 2.4.3 East Suffolk Council shall place 90% of each Annual Maintenance Payment in a sinking fund to be used towards any repairs to the Leiston Sports Facilities that East Suffolk Council (acting reasonably) considers are required at the end of the Construction Period.
- 2.4.4 East Suffolk Council shall:
 - (A) maintain or procure the maintenance of the Leiston Sports Facilities during the Construction Period; and
 - (B) following the end of the Construction Period, carry out any repairs to the Leiston Sports Facilities that it considers necessary (acting reasonably).
- 2.4.5 SZC Co's maximum liability under this paragraph 2.4 is £660,000-Index Linked.
- 2.4.6 The parties agree that Schedule 1, paragraph 4 shall not apply to the 90% of each Annual Maintenance Payment placed in a sinking fund pursuant to paragraph 2.4.3.
- 2.4.7 The parties agree that if the 90% of each Annual Maintenance Payment placed in a sinking fund pursuant to paragraph 2.4.3 remains unspent or has not been Committed within 15 years of the date that it was paid by SZC Co, East Suffolk Council shall repay any such unspent or not 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 East Suffolk Council.

SCHEDULE 11 NATURAL ENVIRONMENT

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:
 - "Aldhurst Farm" means the land registered under title number SK360379 and shown edged in red on Plan 3 annexed to this Deed;
 - "Aldhurst Farm Carparks" means improvement works to Aldhurst Farm car park to include provision of 5 additional parking spaces as shown at the location indicated on Plan 3:
 - "Aldhurst Farm enhancement works Enhancement Works" means the enhancement works shown indicatively on Plan 3;
 - "Aldhurst Farm Planning Application" means an application (including (without limitation) all requisite plans, drawings, supporting documents, reports, statements, and any other information referred to in the application) for full planning permission for the carrying out of the Aldhurst Farm enhancement works Enhancement Works (to the extent that planning permission is required for such works) to be submitted to the local planning authority by SZC Co;
 - "Aldhurst Farm Planning Permission" means a planning permission granted pursuant to the Aldhurst Farm Planning Application that is not subject to a legal challenge, or in the event that it is, the final determination of the relevant court proceedings has resulted in the validity of the planning permission being upheld;
 - "Benhall Fen Meadow Works" means Work No. 7 in Schedule 1 to the Development Consent Order, being landscape and ecological works including earthworks, drainage and associated water control structures which are to provide permanent fen meadow habitat compensation areas to mitigate the loss of fen meadow habitat;
 - "Deemed Marine Licence" means the deemed marine licence in Schedule 20 of the a schedule to the Development Consent Order;
 - "Deemed Marine Licence Condition" means a condition of the Deemed Marine Licence and where a particular condition is referenced in this Schedule, for example Deemed Marine Licence Condition 51, this is a reference to the condition of that number included in the draft development consent order submitted at deadline 8 of the examination of the Application on 24 September 2021 but shall be modified as far as may be necessary to reflect changes and/or renumbering of Deemed Marine Licence conditions in the development consent order as made by the Secretary of State pursuant to the Application;

"Default Event" means any of the following events:

- (a) SZC Co has an administrative receiver or receiver appointed over the whole or part of SZC Co's assets or suffers the appointment of an administrator:
- (b) any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of SZC Co;
- (c) an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice is given of an intention to appoint an administrator by SZC Co or its directors, or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);
- (d) <u>a receiver or manager is appointed in relation to any property or income of SZC Co;</u>
- (e) a liquidator is appointed in respect of SZC Co;
- (f) a voluntary winding-up of SZC Co is commenced, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of

- which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (g) SZC Co is struck-off from the Register of Companies; or
- (h) SZC Co otherwise ceases to exist;
- "East Anglia" means the counties of Norfolk, Suffolk, Essex, and Cambridgeshire;
- "Ecology Working Group" means the group established pursuant to paragraph 17.1;
- "Ecology Working Group Governance Role" means the role of the Ecology Working Group as described in the Natural Environment Plans;
- "**Eel and Migratory Fish Mitigation Measures**" means two fish pass systems to be constructed by the Environment Agency within the Alde-Ore estuary to enhance eel passage in the Alde-Ore estuary;
- "Environment Co-ordinator" means the environment co-ordinator appointed by SZC Co in accordance with paragraph [10.4];11.1
- "Environment Review Group" means the group constituted in accordance with and having the functions ascribed to it by paragraph 15.1;
- "Environment Review Group Governance Role" means the role of the Environment Review Group as described in the Natural Environment Plans;
- "Environment Working Groups" means the Marine Technical Forum, the Natural Environment Awards Panel, the Water Management Working Group, and the Ecology Working Group, and "the relevant Environment Working Group" shall mean any one of these groups;
- "European Sites Access Contingency Fund" means the fund to be established by SZC Co in the amount of £[2,000,000] 2,000,000 for the purpose of mitigation mitigating potential impacts on the Minsmere Area and the Sandlings (Central) Area from the Project to be paid and applied in accordance with paragraph 6;
- "European Sites Mitigation Measures" means the measures identified in the MMP for Sandlings (Central) and Alde-Ore Estuary required to reduce the potential impacts of additional recreational disturbance caused by the Project in the Sandlings (Central) Area, such measures to include (as required) additional signage and information boards, fencing, and training and support for wardens;
- "Farmland Bird Mitigation Fund" means the fund to be applied by East Suffolk Council and funded by SZC Co in the amount specified in paragraph 12.1 of £300,000 and applied in accordance with paragraph 12;
- "Farmland Bird Support Measures" means any or all of the following initiatives:
- (a) facilitating habitat provision within arable fields; and
- (b) facilitating supplementary winter feeding using grain, at the margins of arable fields during the months of October to March;
- "Fen Meadow Contingency Fund" means a fund to be established by SZC Co in the amount of £3,000,000 or such reduced sum calculated in accordance with paragraph 8.1;
- "Fen Meadow Plan" means the plan submitted to and approved by East Suffolk Council in accordance with Requirement [14A(i)] 14A(1)(i) of the Development Consent Order and the plan submitted to and approved by Suffolk County Council in accordance with Requirement [14A(ii)] 14A(1)(ii) of the Development Consent Order;
- "Fen Meadow Strategy" means the document certified as such by the Secretary of State under <a href="mailto:article-Art
- "Fen Meadow Target Quantum" means the delivery of 4.14 hectares (or greater) of M22 fen meadow habitat Fen Meadow Habitat in total across the Fen Meadow Sites as determined by a Quadrat Survey;

<u>"Fish Contingency Fund"</u> means the fund to be established by SZC Co in the amount of £750,000 to be paid in accordance with paragraph 9;

<u>"Fish Plans"</u> means the Smelt Monitoring and Mitigation Plan and the plan approved pursuant to the Deemed Marine Licence Condition 50;

"Habitats Bond" means a bond or bonds or other form of financial guarantee to be agreed with East Suffolk Council and Suffolk County Council (in respect of the Pakenham Fen Meadow-Habitat Works) of up to £2,000,000;

"Habitats Works" means the Fen Meadow Works and the Marsh Harrier Habitat Improvement Works (if required);

"Halesworth Fen Meadow Works" means Work No. 6 in Schedule 1 to the Development Consent Order, being landscape and ecological works including earthworks, drainage and associated water control structures which are to provide permanent fen meadow habitat compensation areas to mitigate the loss of fen meadow habitat;

"Informal Recreation and Green Space Plan" means the plan to be produced by SZC Co and approved by East Suffolk Council in consultation with Suffolk County Council, the Environment Agency, Natural England, and the SCHAONB Partnership to set out additional and improved accessible green space and recreational routes and improvements to existing green space and routes in the vicinity of the Main Development Site to reduce the potential impacts of recreational disturbance caused by the Project, such plan to be developed in general accordance with the Informal Recreation and Green Space Proposals and shall include:

- (a) a route plan;
- (b) a signage plan;
- (c) <u>vegetation clearance and management details;</u>
- (d) maintenance and management measures; and
- (e) an implementation timetable for the works;

<u>"Informal Recreation and Green Space Proposals"</u> means the document annexed to this Deed at Annex AB or as otherwise approved by East Suffolk Council;

"**Kenton Hills Carparks**" means improvement works to Kenton Hills car park to include provision of up to 15 additional parking spaces as described in Work No. 1A(cc) of Schedule 1 to the Development Consent Order;

"Land Management and Skills Scheme" means a scheme managed jointly by East Suffolk Council and Suffolk County Council (in respect of the SCHAONB) established for communities and landowners within East Suffolk and part of the SCHAONB located within East Suffolk) to learn skills to sustainably manage landscapes including skills for tree/woodland/traditional orchard planting and management, heathland restoration and management, protection of soil health, sustainable and nature focussed grazing, ditching, and pond building and restoration; and a traditional skills scheme involving funding for anyone to learn traditional skills to manage the landscape including hedge laying, coppicing, pollarding, and fence/hurdle making and using associated tools and machinery; species identification, understanding the evolution of the landscape and forces for change; and appreciating the role of the landscape in delivering ecosystem goods and services and a sustainable and climate resilient natural environment;

"LEMPs" means the Sizewell Link Road Landscape and Ecology Management Plan and the Two Village Bypass Landscape and Ecology Management Plan certified by the Secretary of State as such under article-Article-80 of the Development Consent Order (or amended from time to time in accordance with Requirement 22A);

"M22 fen meadow habitat Fen Meadow Habitat" means fen meadow habitat of M22 Juncus subnodulosus – Cirsium palustre fen meadow category within the National Vegetation Classification, as defined in Rodwell, J.S. (ed.) 1991. British Plant Communities. Volume 2. Mires and heaths. Cambridge University Press;

in which the presence of Juncus subnodulosus (blunt-flowered rush) will be used as the key indicator of fen meadow establishment; "Marine Technical Forum" means the group established pursuant to the Marine Technical Forum Terms of Reference;

- **"Marine Technical Forum Governance Role**" means the role of the Marine Technical Forum as described in the Natural Environment Plans;
- "Marine Technical Forum Terms of Reference" means the terms of reference annexed to this Deed at Annex [], as amended by the Marine Technical Forum from time to time;
- "Minsmere and Sandlings (northNorth) Additional Mitigation Measures" means the measures identified in the MMP for Minsmere Walberswick and Sandlings (North) required to reduce the potential impacts of additional recreational disturbance caused by the Project in the Minsmere Area, —such measures to include (as required) additional signage and information boards, fencing, and training and support for wardens;
- "Minsmere and Sandlings (northNorth) Initial Mitigation Measures" means the measures identified in the MMP for Minsmere Walberswick and Sandlings (North) required upon Commencement to reduce the potential impacts of additional recreational disturbance caused by the Project in the Minsmere Area;
- "Minsmere Area" means the area comprised of the northern part of the Sandlings SPA (at North Warren and Aldringham Walks), the Minsmere-Walberswick SPA, the Minsmere-Walberswick Heath and Marshes SAC and the Minsmere-Walberswick Ramsar site as shown on Plan 4 annexed to this Deed;
- "MMP for Minsmere Walberswick and Sandlings (North)" means the monitoring and mitigation plan for the Minsmere Area annexed to this Deed at Annex []; U, or as otherwise approved by East Suffolk Council;
- "MMP for Sandlings (Central) and Alde-Ore Estuary" means the monitoring and mitigation plan for the Sandlings (Central) Area annexed to this Deed at Annex [•]; "National Trust" has the meaning given in paragraph 1.1 of this Deed V or as otherwise approved by East Suffolk Council;
- "Natural Environment Awards Panel" means the group established pursuant to paragraph 18.1 to make decisions on which projects should be funded through the Natural Environment Improvement Fund;
- "Natural Environment Improvement Area" means the area shown shaded green on Plan 2 annexed to this Deed and which includes part of the SCHAONB and Suffolk Heritage Coast located within East Suffolk as shown cross-hatched on Plan 2;
- "Natural Environment Improvement Fund" means a maximum of £12,000,000 to fund measures to mitigate the landscape and visual effects of the Project by employing projects to deliver sustainable long-term management and maintenance of woodlands, hedges and other established vegetation that contribute to the conservation and enhancement of landscape character and that provide or enhance the size, quality and connectivity of locally characteristic habitats to improve the resilience of wildlife to a changing climate and other pressures such as habitat fragmentation;
- "Natural Environment Improvement Project Officer" means an officer appointed and employed by Suffolk County Council as part of the SCHAONB staff team in accordance with paragraph 4.2 of this Schedule to carry out the Natural Environment Improvement Measures:

"Natural Environment Improvement Measures" means the following tasks:

- (a) assisting in the promotion and administration of the Natural Environment Improvement Fund:
- (b) managing partnership working and the commissioning and oversight of projects funded by the Natural Environment Improvement Fund;

- undertaking outreach work including to actively seek out projects and organisations which can deliver benefits that accord with the eligibility criteria of the Natural Environment Improvement Fund;
- (d) providing technical expertise, advice and support to applicants and identify opportunities for collaboration;
- (e) identifying opportunities to match funding;
- (f) promoting the Land Management and Skills Scheme within the community;
- (f) (g)carrying out the tasks of the Natural Environment Improvement Project Officer in Paragraph 2 of this Scheduleparagraph 2;
- (h) raise awareness of the recreational benefits provided at Aldhurst Farm and promote visits to Aldhurst Farm;
- (g) (i)attending all meetings of the Natural Environment Awards Panel; and
- (h) (j)collaborating with the SZC Natural Environment Implementation Manager;

"Natural Environment Plans" means the Wet Woodland Plan, Wet Woodland Strategy, Fen Meadow Plan, Fen Meadow Strategy, LEMPs, OLEMP, TEMMP, Outline Vessel Management Plan, MMP for Minsmere – Walberswick and Sandlings (North) and MMP for Sandlings (Central) and Alde-Ore Estuary and any other document submitted pursuant to or certified by the Secretary of State under the Development Consent Order which describes the role of the Environment Review Group or Environment Working Groups;

"Natural Environment Improvement Project Officer" means an officer appointed and employed by Suffolk County Council as part of the SCHAONB staff team in accordance with paragraph 4.2 to carry out the Natural Environment Improvement Measures;

"MtF ToR Review Terms" means a review of the Marine Technical Forum Terms of Reference in the form annexed to this Deed to determine whether, in the Marine Technical Forum's reasonable opinion, the Marine Technical Forum Terms of Reference should be updated, considering in particular whether the following matters should be provided for:

- (a) the new governance role to be adopted by the Marine Technical Forum in accordance with the Development Consent Order (including the Deemed Marine Licence) and this Deed;
- (b) a clearly defined membership, quorum and voting rights that the Marine Technical Forum agree is suitable for the purpose of fulfilling the new governance role provided for in (a);
- (c) the provision for two working sub-groups of the Marine Technical Forum, each potentially requiring its own terms of reference in so far as that is reasonably necessary to recognise and reflect the expertise of each sub-group, being:
 - (i) coastal processes; and
 - (ii) ecology:
- (d) a specific mechanism for the review of monitoring undertaken within the Smelt Monitoring and Mitigation Plan in accordance with Condition 51 of the Deemed Marine Licence, with regard to be given as to whether this review should be carried out by an ecology sub-group of the Marine Technical Forum;
- (e) a specific mechanism for the review of monitoring undertaken in accordance with Condition 50 of the Deemed Marine Licence, with regard to be given as to whether this review should be carried out by an ecology sub-group of the Marine Technical Forum;
- "Marine Fish Fund" means the sum of £[500,000] to be used to address a specific mechanism for undertaking further monitoring and/or mitigation, including the release of funds from the Fish Contingency Fund, if, in accordance with this Deed the Marine Technical Forum concludes that there are materially new or materially different environmental effects on smelt and/or other migratory and

- non-migratory fish <u>that are arising or have arisen</u> as a result of the Project-in accordance with paragraph 9.8, in comparison with those assessed in the Environmental Information;
- (g) a commitment that the Marine Technical Forum will seek out suitable schemes and approve the release of funds from the Fish Contingency Fund if further monitoring and/or mitigation is required in the Marine Technical Forum's reasonable opinion the relevant funds can be used to:
 - (i) support fish habitat creation and enhancement; and
 - <u>address the materially new or materially different environmental effects</u> <u>on smelt, migratory or non-migratory fish identified through monitoring;</u> and
- (h) any other matters the Marine Technical Forum, in its reasonable opinion, consider should be included in any update of the Marine Technical Forum Terms of Reference;
- "OLEMP" means the Outline Landscape and Ecology Management Plan certified by the Secretary of State as such under article Article 80 of the Development Consent Order;
- "Outline Vessel Management Plan" means the Outline Vessel Management Plan certified by the Secretary of State as such under <u>article Article</u> 80 of the Development Consent Order:
- "Pakenham Fen Meadow Works" means Work No. 18 in Schedule 1 to the Development Consent Order, being landscape and ecological works including earthworks, drainage and associated water control structures which are to provide permanent fen meadow habitat compensation areas to mitigate the loss of fen meadow habitat;
- "Quadrat Survey" means a vegetation survey, using a series of quadrats to determine vegetation type, carried out by a suitably qualified professional in the summer of Year 10 to determine the spatial extent of M22 fen meadow habitat Fen Meadow Habitat;
- "Recreational Disturbance Avoidance Mitigation Contribution" means the sum of £150,000 to be used by East Suffolk Council towards mitigating the in-combination recreational disturbance impacts of the Project on the Suffolk Coast RAMS Zone B as defined in the Suffolk Coast RAMS;
- "RSPB" has the meaning given in paragraph 1.1 of this Deed;
- "Sandlings (Central) Area" means the area comprised of the Sandlings SPA (the area comprising Tunstall Forest and Snape Warren), Alde-Ore Estuary SPA and Alde-Ore Estuary Ramsar site as shown on Plan 5_annexed to this Deed;
- "SCHAONB" means the Suffolk Coast and Heaths Area of Outstanding Natural Beauty;
- "SCHAONB Partnership" means the Suffolk Coast and Heaths Area of Outstanding Natural Beauty Partnership:
- "Smelt Contingency Fund" means the sum of £[250,000] to be used to address the potential effects of the Project on smelt and other migratory fish;
- "Smelt Monitoring and Mitigation Plan" means the plan of that name submitted pursuant to a Condition of the Deemed Marine Licence:
- <u>"Smelt Monitoring and Mitigation Plan"</u> means the plan submitted pursuant to Deemed Marine Licence Condition 51;
- "Suffolk Coast RAMS" means the Suffolk Coast Recreational Disturbance Avoidance and Mitigation Strategy dated 23 May 2019, or if superseded, the equivalent strategy;
- "Suffolk Coast RAMS Initiatives" means the initiatives to be agreed between East Suffolk Council and SZC Co in order to mitigate potential recreational disturbance impacts associated with the Project and which complement other measures delivered by SZC Co and East Suffolk Council, such initiatives shall fall within one of the following categories identified in the Suffolk Coast RAMS:

- (a) hides;
- (b) on-site visitor engagement;
- (c) screening;
- (d) artificial roosts;
- (e) path improvements; and
- (f) direct contact with local clubs/user groups;

or as otherwise agreed between East Suffolk Council and SZC Co-;

"SZC Natural Environment Implementation Manager" means an officer appointed and employed by East Suffolk Council to carry out the SZC Natural Environment Implementation Measures;

"SZC Natural Environment Implementation Measures" means the following tasks:

- (a) working with planning officers at East Suffolk Council and Suffolk County Council to monitor SZC Co and its partners' and contractors' compliance with relevant landscape schemes and commitments set out in the Development Consent Order;
- (b) promoting the Land Management and Skills Scheme within the community;
- <u>raise awareness of the recreational benefits provided at Aldhurst Farm and promote visits to Aldhurst Farm;</u>
- (d) (b)promoting the Farmland Bird Mitigation Fund within the community, and to landowners in particular; and
- (e) (c) working in collaboration with the Natural Environment Improvement Project Officer where required to assist with the co-ordination and implementation of the Natural Environment Improvement Fund;

"**TEMMP**" means the document certified as such by the Secretary of State under article Article 80 of the Development Consent Order (or amended from time to time in accordance with Requirement 4);

"Wet Woodland Plan" means the plan submitted to and approved by East Suffolk Council pursuant to Requirement 14B of the Development Consent Order;

"Wet Woodland Strategy" means the document certified as such by the Secretary of State under article_80 of the Development Consent Order; and-article_80 of the Development Consent Order; and-article_80 of the Development Consent Order;

"Working Groups" has the meaning given in Schedule 17; and

"Year 10" means the 12 months following the tenth (10th) anniversary of Commencement of Work No. 1A in Schedule 1 to the Development Consent Order.

2. NATURAL ENVIRONMENT IMPROVEMENT FUND

- 2.1 On or before Commencement, SZC Co shall establish the Natural Environment Improvement Fund.
- 2.2 During the Construction Period and for three years following the end of the Construction Period, the Natural Environment Improvement Project Officer shall invite applications for the receipt of funding from the Natural Environment Improvement Fund to carry out:
 - 2.2.1 projects within the Natural Environment Improvement Area where the proposals meet the criteria of the Natural Environment Improvement Fund set out in paragraph 2.5; and
 - 2.2.2 projects within the administrative area of East Suffolk Council, or by exception elsewhere, located outside of the Natural Environment Improvement Area, where the proposals otherwise meet the criteria of the Natural Environment Improvement Fund set out in paragraph 2.5.

- 2.3 A minimum of [40]50% of the Natural Environment Improvement Fund shall be allocated to projects within the SCHAONB and Suffolk Heritage Coast located within East Suffolk unless otherwise agreed between SZC Co and the Councils and for the avoidance of doubt, this minimum percentage will not preclude a higher percentage being spent on projects within the SCHAONB if those projects prove the best way to mitigate the environmental impacts of the Project.
- 2.4 Upon receipt of applications the Natural Environment Improvement Project Officer shall identify and make recommendations to the Natural Environment Awards Panel of projects to be funded in a request made to the Natural Environment Awards Panel.
- 2.5 The Natural Environment Awards Panel shall consider the request and recommendations of the Natural Environment Improvement Project Officer made under paragraph 2.4, and shall, subject to the applicant meeting one of the criteria at paragraph 2.8, approve the funding of such projects if in the Natural Environment Awards Panel's reasonable opinion the relevant project will:
 - 2.5.1 mitigate the residual landscape and visual impacts of the Project;
 - 2.5.2 <u>conserve and enhance deliver sustainable long-term management and maintenance of woodlands, hedges and other established vegetation that contribute to the conservation and enhancement of landscape character; or</u>
 - 2.5.3 enhance ecology, biodiversity, and wildlife, and improve habitat connectivity and resilience:

and

- 2.5.4 not be inconsistent with local and national planning policy or plans, for example new or improved transport infrastructure;
- 2.5.5 deliver effective outcomes:
- 2.5.6 not be contradictory to or duplicate agreed mitigation measures set out elsewhere in this Deed or assessed in the Environmental Information; and
- 2.5.7 be consistent with a not for profit purpose.
- 2.6 The Natural Environment Awards Panel shall, in addition to the matters set out at paragraph 2.5 and in respect of projects within the SCHAONB and Suffolk Heritage Coast, consider whether the relevant project will conserve and enhance the natural beauty and special qualities of the SCHAONB and Suffolk Heritage Coast and their setting.
- 2.7 Applications submitted under paragraph 2.2 will be encouraged to demonstrate how their project may meet the following additional criteria:
 - 2.7.1 the project will minimise pollution of the land, air, and water;
 - 2.7.2 the project will encourage community engagement, ownership, or empowerment;
 - 2.7.3 the project will conserve and support cultural heritage;
 - 2.7.4 the project will promote local community action;
 - 2.7.5 the project will make use of local suppliers, products, and services; and
 - 2.7.6 the project will be able to access other funding either in cash or in kind.
- 2.8 Applications submitted under paragraph 2.2 shall provide sufficient evidence to demonstrate that the applicant falls into at least one of the following criteria:
 - 2.8.1 the applicant is a registered charity;
 - 2.8.2 the applicant is a landowner or group of landowners in the vicinity of the Project;
 - 2.8.3 the applicant is a community group, voluntary organisation, social enterprise, or public body; and/or
 - 2.8.4 an individual(s) or business(es) where the project shows a clear benefit to the wider community.

- 2.9The Natural Environment Awards Panel shall approve requests for funds for eligible projects of up to £6,466,640 during the Construction Period.
- 2.9 2.10 The Natural Environment Awards Panel shall approve requests for funds for eligible projects of up to £36,202,640 3,566,660 for the period three years following the end of the Construction Period.during the Construction Period.
- 2.10 The Natural Environment Awards Panel shall approve requests for funds for eligible projects of up to £3,500,660 for the period three years following the end of the Construction Period.
- 2.11 SZC Co shall pay to Suffolk County Council the sum equal to the requested funds in respect of successful applications to the Natural Environment Improvement Fund under paragraph 2.2 for onward payment to the SCHAONB Partnership.successful applicants.
- 2.12 Suffolk County Council shall procure that the SCHAONB Partnership arranges onward payment to the successful applicants.
- 2.12 2.13 The total payments payable by SZC Co pursuant to this paragraph 2, paragraph 3, and paragraph 4 of this Schedule 11 shall not exceed the Natural Environment Improvement Fund.

3. LAND MANAGEMENT AND SKILLS SCHEME

- 3.1 SZC Co shall pay to East Suffolk Council:
 - 3.1.1 the sum of £25,000 on or before the Commencement Date and on each of the first twelve anniversaries of the Commencement Date during the Construction Period for the purpose of establishing and carrying out the Land Management and Skills Scheme; and
 - 3.1.2 the sum of £25,000 annually on each of the first five anniversaries of the Commencement Date occurring following the end of the Construction Period for the purpose of continuing to carry out the Land Management and Skills Scheme.
- 3.2 SZC Co's maximum liability under this paragraph 3 shall be £425,000-Index Linked.
- 3.3 East Suffolk Council shall carry out or shall procure the carrying out of the Land Management and Skills Scheme, save to the extent provided for at paragraph 3.53.4.
- 3.4 Provided East Suffolk Council has received the payments in accordance with paragraph 3.1, East Suffolk Council shall pay to Suffolk County Council for onward payment to the SCHAONB Partnership:
 - 3.4.1 the sum of £[●] within [30] days of receipt of each payment under paragraph
 3.1.1 for the purpose of establishing and carrying out the Land Management and
 Skills Scheme within the part of the SCHAONB located in East Suffolk; and
 - 3.4.2 the sum of £[●] within [30] days of receipt of each payment under paragraph
 3.1.2 for the purpose of Suffolk County Council or SCHAONB Partnership (as
 applicable) continuing to carry out the Land Management and Skills Scheme
 within the part of the SCHAONB located in East Suffolk.
- 3.4 3.5Suffolk County Council shall carry out or shall procure that the SCHAONB Partnership carry out the carrying out of any skills training or learning activity under the Land Management and Skills Scheme within the in relation to that part of the SCHAONB located in East Suffolk following payment from East Suffolk Council of the funding required for that work from the funding that East Suffolk Council is paid under paragraph 3.1.

4. PROJECT OFFICERS

4.1 SZC Co shall pay to Suffolk County Council for onward payment to the SCHAONB the sum of £[35,000]_57,000 on or before Commencement and annually on the anniversary of the Commencement date_Date thereafter for until the duration_end of the Construction Period and the following three years for the purpose of employing a Natural Environment Improvement Project Officer.

- 4.2 Suffolk County Council shall, for <u>until</u> the <u>duration end</u> of the Construction Period and the following three years:
 - 4.2.1 appoint and employ a Natural Environment Improvement Project Officer; and
 - 4.2.2 procure that the employed Natural Environment Improvement Project Officer shall carry out the Natural Environment Improvement Measures:
 - 4.2.3 or procure that the SCHAONB Partnership do the same.
- 4.3 SZC Co shall pay to East Suffolk Council the sum of £[35,000] 67,780 on or before Commencement and annually on the anniversary of the Commencement date Date thereafter for until the duration end of the Construction Period and the following three years for the purpose of East Suffolk Council employing a SZC Natural Environment Implementation Manager.
- 4.4 East Suffolk Council shall, throughout until the duration end of the Construction Period and the following three years:
 - 4.4.1 employ a SZC Natural Environment Implementation Manager; and
 - 4.4.2 procure that the employed SZC Natural Environment Implementation Manager shall carry out the SZC Natural Environment Implementation Measures.
- 4.5 SZC Co's maximum liability under this paragraph 4 shall be £525,000 Index Linked1,871,700.

REVIEW

Prior to the end of the Construction Period, SZC Co shall submit proposals to the Environment Review Group for the arrangements to be put in place for the reasonable administration of the Natural Environment Improvement Fund following the end of the Construction Period and, following agreement to those (or amended) proposals, SZC Co shall administer and implement the Natural Environment Improvement Fund in accordance with that agreement.

6. EUROPEAN SITES ACCESS CONTINGENCY FUNDS

- 6.1 With effect from Commencement, SZC Co shall carry out or procure the carrying out of:
 - 6.1.1 monitoring in accordance with the MMP for Sandlings (Central) and Alde-Ore Estuary; and
 - 6.1.2 monitoring in accordance with the MMP for Minsmere Walberswick and Sandlings (North).
- 6.2 With effect from Commencement, SZC Co shall carry out or procure the carrying out of the Minsmere and Sandlings (northNorth) Initial Mitigation Measures in accordance with the MMP for Minsmere Walberswick and Sandlings (North).
- 6.3 The Environment Review Group shall consider the reports and recommendations provided by the Ecology Working Group pursuant to paragraph 16.5.7—17.5.7 and, in the event that the Environment Review Group decides that it is necessary to provide mitigation that is additional to the Minsmere and Sandlings (northNorth) Initial Mitigation Measures in accordance with the MMP for Sandlings (Central) and Alde-Ore Estuary or the MMP for Minsmere Walberswick and Sandlings (North), the Environment Review GroupmayGroup may:
 - 6.3.1 determine the amount of money that is reasonably required to fund the European Sites Mitigation Measures and approve the use of such monies from the European Sites Access Contingency Fund for the purpose of funding those measures;
 - 6.3.2 determine the amount of money that is reasonably required to fund the Minsmere and Sandlings (northNorth) Additional Mitigation Measures and approve the use of such monies from the European Sites Access Contingency Fund for the purpose of funding those measures, and/or

- determine the amount of money that is reasonably required to carry out any alternative measures that the Environment Review Group considers necessary to mitigate the impacts that have been identified and approve the use of such monies from the European Sites Access Contingency Funds for the purpose of funding those measures.
- 6.4 Where the Environment Review Group considers it necessary to obtain further information from the Ecology Working Group before making any decision pursuant to paragraph 6.26.3, it may defer its decision until the next meeting of the Environment Review Group, pending the provision of further information by the Ecology Working Group if requested by the Environment Review Group.
- 6.5 Subject to paragraph 46.6, SZC Co shall:
 - use the monies from the European Sites Access Contingency Fund approved by the Environment Review Group in accordance with paragraph 6.2 6.3 to carry out or procure the carrying out of the European Sites Mitigation Measures and Minsmere and Sandlings (north North) Additional Mitigation Measures (as relevant) in accordance with the MMP for Minsmere Walberswick and Sandlings (North) and MMP for Sandlings (Central) and Alde-Ore Estuary (as applicable); or
 - 6.5.2 pay to East Suffolk Council the monies from the European Sites Access Contingency Fund approved by the Environment Review Group in accordance with paragraph 4-6.3 for onward payment to:
 - (A) RSPB;
 - (B) National Trust;
 - (C) Natural England;
 - (D) Forestry England; or
 - (E) Suffolk Wildlife Trust,

to be applied towards the carrying out the relevant mitigation measures approved by the Environment Review Group in accordance with the MMP for Minsmere – Walberswick and Sandlings (North) and MMP for Sandlings (Central) and Alde-Ore Estuary (as applicable).

- The use of monies pursuant to paragraph 6.5.1_or payments pursuant to paragraph 1-6.3 shall only occur following approval by the Environment Review Group of a request received in writing from the Ecology Working Group detailing the amounts requested to be used or paid (as applicable) and details of the relevant mitigation measures.
- 6.7 SZC Co's maximum liability pursuant to paragraphs 6.2 and 6.5 shall not exceed the European Sites Access Contingency Fund.

7. RECREATIONAL DISTURBANCE AVOIDANCE MITIGATION

- 7.1 On or before first occupation of the <u>earlier of the Accommodation Campus or the LEEIE Caravan Park</u>, SZC Co shall pay the Recreational Disturbance Avoidance Mitigation Contribution to East Suffolk Council.
- 7.2 During the Construction Period and for three years following the end of the Construction Period, East Suffolk Council shall apply tethe Recreational Disturbance Avoidance Mitigation Contribution towards the Suffolk Coast RAMS Initiatives within within Zone B as identified in the Suffolk Coast RAMS:
- 7.3 Within 12 months of the-Commencement_Date, SZC Co shall provide the Kenton Hills Carparks unless otherwise agreed with <a href="mailto:the-councils-based-suffolk-councils-based-suffolk-council-based-suffolk-council-based-suffolk-council-based-suffolk-council-based-suffolk-base
- 7.4 Within 12 months of <u>the Commencement Date</u>, SZC Co shall provide the Aldhurst Farm Carparks unless otherwise agreed with <u>the Councils East Suffolk Council and Suffolk County Council</u>.

8. FEN MEADOW CONTINGENCY FUND

- 8.1 Subject to clause 1.1.1 paragraph 8.2, SZC Co shall pay to East Suffolk Council the Fen Meadow Contingency Fund <a href="elause-10-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 Meadow Target Quantum has been met in accordance with paragraph 17.5.4 17.5.5.
- 8.2 The Fen Meadow Contingency Fund payable pursuant to paragraph 8.1 shall be reduced by the amount set out in Column B in accordance with the quantum of M22 fen meadow habitat Fen Meadow Habitat delivered as set out in Column A of Table A below:

| 8.2.1 | Table A: Fen Meadov | v Contingency Fund calculation |
|-------|---------------------|--------------------------------|
|-------|---------------------|--------------------------------|

| Column A: M22 fen meadow habitat <u>Fen</u> <u>Meadow Habitat</u> delivered ⁸ | Column B: Percentage reduction of Fen Meadow Contingency Fund |
|--|---|
| 4.14ha or greater | 100% |
| 3.5-4.14ha | 80% |
| 2.5-3.49ha | 60% |
| 1.5-2.49ha | 40% |
| 0.75-1.49ha | 20% |
| 0.0-0.74ha | 0% |

- 8.2.2 Note: For example, if the quantum of M22 fen meadow habitat Fen Meadow Habitat delivered (as determined by a Quadrat Survey) is 2.5ha, the percentage of the Fen Meadow Contingency Fund payable pursuant to paragraph 8.1 shall be 6040% (being a 4060% reduction of the Fen Meadow Contingency Fund).
- 8.3 In the event that at Year 10on the eleventh anniversary of Commencement of Work No. 1A in Schedule 1 to the Development Consent Order, any one of the Fen Meadow Sites supports 0.5ha or less of M22 fen meadow habitat Fen Meadow Habitat, the M22 fen meadow habitat Fen Meadow Habitat delivered at that site shall not be taken into account when determining whether the Fen Meadow Target Quantum has been met.
- 8.4 East Suffolk Council shall only apply the Fen Meadow Contingency Fund in consultation with Natural England and Suffolk County Council towards any or all of the following initiatives:
 - 8.4.1 the creation of new fen meadow habitats in East Anglia; and
 - the improvement of existing fen meadow habitats in East Anglia. (the "Fen Meadow Initiatives").
- 8.5 East Suffolk Council shall carry out or procure the carrying out of the Fen Meadow Initiatives.

9. **EELS AND MIGRATORY FISH MONITORING AND MITIGATION**

9.1 On or before commencement Prior to the Commencement of Work No. 2A-2F (cooling water works), SZC Co shall pay the sum of £500,000 to East Suffolk Council for onward

⁸ The figures in this column have been updated to reflect that the revised fen meadow quantum is 4.14ha. The Fen Meadow Strategy is updated to reflect the revised fen meadow quantum at Deadline 8.

- payment to the Environment Agency to fund the Eel and Migratory Fish Mitigation Measures.
- 9.2 <u>East Suffolk Council SZC Co</u> shall procure that the Environment Agency <u>carry carries</u> out <u>of</u> the Eel and Migratory Fish Mitigation Measures following the receipt of the sum in paragraph 9.1.
- 9.3 On or before commencement of Work No. 2A (cooling water infrastructure and drainage outfall), SZC Co shall establish a Smelt Contingency Fund.
- The Marine Technical Forum shall review the monitoring undertaken in accordance with 9.4 the Smelt Monitoring and Mitigation Plan and determine whether, in accordance with the Smelt Monitoring and Mitigation Plan, further mitigation is required to address materially new or materially different environmental effects on smelt and other migratory fish arising as a result of the Project, in comparison with those assessed in the Environmental Information.
- 9.5 If the Marine Technical Forum determines that further mitigation is required pursuant to paragraph 9.4 it shall approve the payment of funds from the Smelt Contingency Fund to East Suffolk Council for onward payment to the Environment Agency to carry out the further mitigation in accordance with the Smelt Monitoring and Mitigation Plan.
- 9.3 9.6On or before Prior to the commencement of water abstraction pursuant to the Deemed Marine Licence, SZC Co shall establish a Marine Fish Fundpay the Fish Contingency Fund into an interest-bearing account where that sum together with all interest accruing shall be retained for a period of 10 years, unless within that time the full sum has been paid to the Environment Agency and/ or other recipient(s) as directed by the Marine Technical Forum pursuant to paragraph 9.5.
- 9.4 9.7The Marine Technical Forum shall review the monitoring undertaken in accordance with [condition 50] of the Deemed Marine Licence the Fish Plans and determine whether, in accordance with the Fish Plans, further mitigation is required to address for the purposes of addressing materially new or materially different environmental effects on non-migratory fish arising as a result of the Project on non-migratory fish, smelt and other migratory fish in comparison with those assessed in the Environmental Information.
- 9.5 9.8If-In the event the Marine Technical Forum determines that further mitigation is required pursuant to paragraph 9.7 it shall invite requests for the receipt of funding from the Marine Fish Fund and, subject to paragraph 9.10, shall approve such requests if in the Marine Technical Forum's reasonable opinion the relevant funds will:9.4, the Marine Technical Forum shall determine the amount of money that is reasonably required to fund the required mitigation or such other alternative measures that the Marine Technical Forum considers necessary to mitigate the impacts that have been identified, and instruct SZC Co to pay such monies from the Fish Contingency Fund for the purpose of funding the required mitigation provided that a maximum of £250,000 shall be allocated to any required mitigation for smelt and other migratory fish.
 - 9.8.1 contribute to schemes which support non-migratory fish habitat creation and enhancement; and
 - 9.8.2 address the materially new or materially different environmental effects on non-migratory fish identified through monitoring.
- 9.6 9.9SZC Co shall pay the sums approved SZC Co shall make all payments under paragraphs 9.3 and 9.5 promptly and within 30 days of a written instruction by the Marine Technical Forum to the successful bidders and shall procure that such sums are applied to the relevant schemes. unless otherwise agreed by the Marine Technical Forum and SZC Co.
- 9.7 9.10 The total payments payable by SZC Co from the Marine Fish Fund pursuant to paragraph 9.8-9.6 shall not exceed the Marine Fish Contingency Fund.
- 10. ALDHURST FARM ENHANCEMENT WORKS
- 10.1 On or before Commencement, SZC Co shall as soon as reasonably practicable following the date of this Deed:

- 10.1.1 prepare the Aldhurst Farm Planning Application in consultation with the local planning authority; and
- 10.1.2 submit to the local planning authority in a form conforming in all respects with the requirements of the Town and Country Planning Act 1990 and any other applicable legislation relating to town and country planning at the time the requisite number of copies of the Aldhurst Farm Planning Application and the requisite fees so that the same are received by the local planning authority not later than the date of Commencement Date.
- 10.2 SZC Co shall pursue the Aldhurst Farm Planning Application diligently and with all due expedition in the interests of securing the Aldhurst Farm Planning Permission including (but not limited to) submitting to the local planning authority any necessary amendments to the Aldhurst Farm Planning Application and any further planning applications required to authorise the Aldhurst Farm enhancement works Enhancement Works.
- 10.3 In the event that any planning permission granted pursuant to the Aldhurst Farm Planning Application is subject to a legal challenge which results in any such planning permission being quashed, SZC Co shall agree alternative enhancement measures with East Suffolk Council and carry out such measures.
- 10.4 SZC Co shall implement and carry out the works pursuant to the Aldhurst Farm Planning Permission following the expiry of a period of 50 days-Working Days following the date of grant of the Aldhurst Farm Planning Permission, subject to the Commencement of Work No. 1A of the Development Consent Order having occurred.

11. ENVIRONMENT CO-ORDINATOR

- 11.1 11.1.1 On or before Commencement, SZC Co shall appoint an Environment Co-ordinator and will ensure that an Environment Co-ordinator is in place until the end of the Construction Period.
- 11.2 11.2 During the Construction Period, SZC Co shall procure that the Environment Co-ordinator will:
 - 11.2.1 (A)attend meetings of the Environment Review Group;
 - 11.2.2 (B)seek to resolve issues and problems identified by the Environment Review Group through liaison with other parts of SZC Co, its contractors, and the Environment Working Groups;
 - 11.2.3 (C) be responsible for co-ordinating the monitoring data required for reporting to the Environment Review Group:
 - 11.2.4 (D) provide monitoring data for quarterly reporting to the Environment Review Group; and
 - 11.2.5 (E)report to the Environment Review Group on relevant natural environment related issues and actions arising from the Environment Working Groups.

12. FARMLAND BIRD MITIGATION FUND

- On or before the Commencement Date, and annually on or before the first two anniversaries of the Commencement Date, SZC Co shall pay £100,000 to East Suffolk Council to be used to establish the Farmland Bird Mitigation Fund which shall be applied solely towards provision of Farmland Bird Support Measures in East Suffolk.
- 12.2 East Suffolk Council shall pay sums from the Farmland Bird Mitigation Fund to landowners (or at its direction any nominee) within 30 days of receipt of requests from a landowner (or at its direction any nominee) for the relevant sum to carry out a Farmland Bird Support Measure, if in East Suffolk Council's reasonable opinion the relevant Farmland Bird Support Measure:
 - 12.2.1 is an effective means to mitigate the potential effects of the Project;

- 12.2.2 is not in a location which already benefits from an environmental stewardship scheme with the same initiatives as the Farmland Bird Support Measures; and
- 12.2.3 provides value for money.
- 12.3 Any sums paid pursuant to paragraph 12.2 shall be applied by landowners (or at its direction any nominee) towards the provision of the relevant Farmland Bird Support Measure and East Suffolk Council shall procure that any landowners in receipt of a sum from the Farmland Bird Mitigation Fund shall carry out the relevant Farmland Bird Support Measure following receipt of such sum.

13. HABITATS BOND

- 13.1 On or before Commencement, SZC Co shall put in place a Habitats Bond in a form first agreed by East Suffolk Council the Councils to provide for the cost of the completion of the Habitats Works in the event of failure by SZC Co to complete the Habitats Works by reason of a Default Event Provided That PROVIDED THAT such Habitats Bond shall cease to be required and shall be cancelled or otherwise revoked and determined promptly following the payment of the Fen Meadow Contingency Fund and completion of any Marsh Harrier Habitat Improvement Works.
- 13.2 In the event of failure by SZC Co to complete the Habitats Works by reason of a Default Event, the Councils shall use the Habitats Bond to carry out, or procure the carrying out of, the Habitats Works.

14. INFORMAL RECREATION AND GREEN SPACE

- 14.1 14.1.4Within 6 months of the Commencement Date, SZC Co shall prepare a draft Informal Recreation and Green Space Proposals Plan and shall submit the draft Informal Recreation and Green Space Proposals Plan to East Suffolk County Council for its approval in consultation with East Suffolk Council, the Environment Agency, Natural England, and the SCHAONB Partnership.
- 14.1.2SZC Co shall carry out the Informal Recreation and Green Space Plan as approve d.

15. ENVIRONMENT REVIEW GROUP

- On or before Commencement, SZC Co shall establish the Environment Review Group which shall exist until the obligations comprised at paragraph-6.1-or-8.1 end or three years after the end of the Construction Period, whichever is the later.
- 15.2 15.1.1 The Environment Review Group shall comprise:
 - 15.2.1 15.1.2 one representative to be nominated by East Suffolk Council;
 - 15.2.2 15.1.3 one representative to be nominated by Suffolk County Council;
 - 15.2.3 15.1.4 one representative to be nominated by the Environment Agency;
 - 15.2.4 15.1.5 one representative to be nominated by Natural England; and
 - <u>15.2.5</u> <u>15.1.6</u>up to two representatives to be nominated by SZC Co, one of whom is the Environment Co-ordinator,
- (A) or such alternates as may be nominated by those representatives from time to time.
- 15.3 15.2 The Environment Review Group shall also invite a representative of the SCHAONB Partnership to attend meetings.
- 15.4 15.3 SZC Co and the Councils agree that meetings of the Environment Review Group shall:

Note: Discussions on the potential governance of funds and monitoring obligations are ongoing between SZC Co. East Suffolk Council and Suffolk County Council.

- 15.4.1 15.3.1 take place every six months (or more frequently where agreed by the Environment Review Group) either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time.
- 15.4.2 15.3.2 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;
- 15.4.3 15.3.3 be chaired by East Suffolk Council;
- 15.4.4 15.3.4shall operate (and decisions of the Environment Review Group shall be taken) on a majority voting basis with each member of the Environment Review Group present at an Environment Review Group meeting having one vote PROVIDED THAT in the event that at the conclusion of any such meeting the Environment Review Group has failed to reach a majority decision on any matter that was voted on by the Environment Review Group at that meeting, any member can refer the matter to the Delivery Steering Group within 10 Working Days of the date of the relevant Environment Review Group meeting; and
- 15.4.5 45.3.5 be attended by members or representatives of the Working Groups, third parties or other experts from time to time and as agreed by the Environment Review Group members in order to observe and participate in discussions or present information to the Environment Review Group when specific issues are being discussed, in particular representatives of the Marine Management Organisation, Royal Society for the Protection of Birds RSPB and Suffolk Wildlife Trust.
- <u>15.5</u> <u>15.4</u>SZC Co shall be responsible for the administration of convening and holding meetings of the Environment Review Group.
- 15.6 15.5 The Environment Review Group shall:
 - 15.6.1 15.5.1 receive reports from the Environment Working Groups;
 - 15.6.2 15.5.2consider and decide any matter referred to it from the Environment Working Groups regarding areas of disagreement within the relevant Environment Working Group or any matter where the relevant Environment Working Group has failed to reach a decision;
 - 15.6.3 15.6.3 consider and provide guidance to SZC Co and the Environment Working Groups in respect of any matter where the Environment Review Group considers there are interfaces between the Environment Working Groups that need a more strategic approach;
 - 15.6.4 15.5.4report to and refer any matter which it cannot agree in accordance with 15.4.4 to the Delivery Steering Group, particularly where there are interface issues across topics that require a more strategic approach or direction or where the Environment Review Group fails to reach a decision;
 - 15.6.5 15.6.5 15.6.5 notify the members of the Delivery Steering Group in order to invoke the urgency process in paragraph 3.8 of of Schedule 17 in the event that any of the querate members Querate Members of the Environment Review Group considers that a matter needs to be referred to the Delivery Steering Group for urgent resolution;
 - 15.6.6 15.6.6 15.6 Teview the draft Wet Woodland Plan to enable it to be finalised for approval by East Suffolk Council;
 - 15.6.7 45.5.7 carry out the Environment Review Group Governance Role;
 - 15.6.8 15.6.8 review the monitoring undertaken in accordance with the LEMPs and advise SZC Co on the interventions required in order to deliver the landscape and ecology vision set out in the LEMPs; and
 - <u>15.6.9</u> <u>15.5.9</u>provide guidance to the Ecology Working Group on any issues that are referred to it.

- 15.7 45.6In the event that any of the querate members Querate Members of one of the Environment Working Groups refers a matter to the Environment Review Group for urgent resolution, the Environment Review Group shall:
 - 15.7.1 45.6.1 meet as soon as reasonably practicable after the members of the Environment Review Group are notified and in any event within 10 days Working Days for the sole purpose of resolving the relevant matter (with such urgent meeting not counting as a meeting of the Environment Review Group required to be held pursuant to paragraph 15.315.4); and
 - 15.7.2 15.6.2be entitled to vary any of the requirements of this paragraph 15 by agreement of the members of the Environment Review Group to facilitate such meeting occurring as soon as reasonably practicable and the early resolution of the relevant matter.

<u>15.7.3</u> <u>The Environment Review Group:</u>

- (A) shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Environment 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 Environment Review Group from time to time,

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

16. MARINE TECHNICAL FORUM

- 16.1 The Marine Technical Forum shall operate in accordance with the Marine Technical Forum Terms of Reference unless otherwise agreed by the members of the Marine Technical Forum.
- 16.2 The Marine Technical Forum shall carry out the Marine Technical Forum Governance Role.
- 16.3 On or before Commencement, the Marine Technical Forum shall commence a review of the Marine Technical Forum Terms of Reference in accordance with the MTF ToR Review Terms.

17. ECOLOGY WORKING GROUP

- 17.1 SZC Co shall establish the Ecology Working Group on or before the anticipated date of Commencement notified by SZC Co under <u>Clause clause</u> 12.1.1, which shall exist until the end of the Construction Period unless otherwise agreed between the members of the Ecology Working Group.
- 17.2 The Ecology Working Group shall comprise:
 - 17.2.1 one ecologist to be nominated by East Suffolk Council;
 - 17.2.2 one ecologist to be nominated by Suffolk County Council;
 - 17.2.3 one ecologist to be nominated by Natural England; and
 - 17.2.4 one ecologist to be nominated by the Environment Agency; and
 - <u>17.2.4</u> one representative to be nominated by SZC Co,

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

- 17.3 The Ecology Working Group shall encourage participation at its meetings by representatives of the Royal Society for the Protection of Birds RSPB and Suffolk Wildlife Trust from time to time.
- 17.4 SZC Co shall be responsible for the administration of convening and holding meetings of the Ecology Working Group.

- 17.5 The Ecology Working Group shall:
 - 17.5.1 meet quarterly (or less frequently where agreed by the Ecology Working Group) either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time, such meetings to be:
 - (A) chaired by East Suffolk Council; and
 - (B) be quorate if at least three members (at least one of whom is a member representing SZC Co, one <u>of which</u> is a member representing East Suffolk Council and one <u>of which</u> is a member representing Suffolk County Council) are present;
 - 17.5.2 meet no later than three months after the Commencement Date;
 - 17.5.3 review monitoring undertaken in accordance with the TEMMP and OLEMP;
 - 17.5.4 carry out the Ecology Working Group GovernanceRoleGovernance Role;
 - 17.5.5 review the Quadrat Survey of the Fen Meadow Sites to:
 - (A) determine whether the Fen Meadow Target Quantum has been met; and
 - (B) if the Fen Meadow Target Quantum has not been met, determine the amount of Fen Meadow Contingency Fund payable in accordance with paragraph 8.1;
 - 17.5.6 advise SZC Co on appropriate management measures to be specified within the landscape ecology management plan to be submitted pursuant to Requirement 14 of the Development Consent Order:
 - 17.5.7 report to the Environment Review Group on the effectiveness of the ecological mitigation and monitoring measures which it reviews and, where those measures are not being successful, advise the Environment Review Group on the recommended remedies to ensure that adequate mitigation is delivered; and
 - 17.5.8 refer to the Environment Review Group for its determination any matter upon which the members of the Ecology Working Group are unable to agree unanimously.
- 17.6 The Ecology Working Group shall report to the Environment Review Group bi-annually on the expenditure of previous annual contributions from the European Sites Access Contingency Fund and the Minsmere and Sandlings (northNorth) Contingency Fund and the effectiveness of such expenditure unless otherwise agreed by the members of the Ecology Working Group.
- 17.7 In the event that any of the quorate members Quorate Members of the Ecology 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 paragraph 15.6.15.7.
- 17.8 The Ecology Working Group:
 - <u>17.8.1</u> <u>shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Ecology Working Group; and</u>
 - 17.8.2 may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Ecology Working Group from time to time.
 - with such arrangements and terms of reference to be approved by the Environment Review Group.

18. NATURAL ENVIRONMENT AWARDS PANEL

18.1 On or before Commencement, SZC Co shall establish the Natural Environment Awards Panel which shall exist until the obligations in paragraph 2 of this Schedule end, unless otherwise agreed by the members of the Natural Environment Awards Panel.

- 18.2 The Natural Environment Awards Panel shall comprise:
 - 18.2.1 one representative to be nominated by East Suffolk Council;
 - 18.2.2 one representative to be nominated by Suffolk County Council;
 - 18.2.3 one representative to be nominated by Natural England;
 - 18.2.4 one representative to be nominated by the SCHAONB Partnership; and
 - 18.2.5 one representative to be nominated by SZC Co,

or such alternates as may be nominated by those representatives from time to time as agreed by the above members of the Natural Environment Awards Panel, which shall be referred to as the "Core Members"; and

- 18.2.6 three additional members to be nominated by agreement of the Core Members, and the term of each additional member's membership shall be determined by the Core Members.
- 18.3 East Suffolk Council and Suffolk County Council may each invite one further representative to attend meetings of the Natural Environment Awards Panel (the "Non-Voting Members").
- 18.4 SZC Co shall act as secretariat to the Natural Environment Awards Panel and be responsible for organising the meetings of the Natural Environment Awards Panel.
- 18.5 The Core Members shall agree the Chair chair of the Natural Environment Awards Panel which shall rotate between the Core Members.
- 18.6 The Natural Environment Improvement Project Officer shall attend all meetings of the Natural Environment Awards Panel.
- 18.7 The Natural Environment Awards Panel shall:
 - 18.7.1 meet either virtually or in a convenient location in East Suffolk or Ipswich no less than once per annum and a maximum of three times per annum (excluding extraordinary meetings where required) unless otherwise agreed by the Core Members of the Natural Environment Awards Panel from time to time, with such meetings to be quorate, if at least three Core 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;
 - 18.7.2 meet no later than three months after the Commencement Date;
 - 18.7.3 encourage participation at its meetings by members or representatives of other organisations, groups, and persons with relevant expertise from time to time in order to observe and participate in discussions or present relevant information to the Natural Environment Awards Panel when assessing applications for awards of the Natural Environment Improvement Fund;
 - 18.7.4 refer any matter to the Environment Review Group where members of the Natural Environment Awards Panel are unable to agree on any matter unanimously; and
 - 18.7.5 report to the Environment Review Group annually on the expenditure of the previous year's contributions from the Natural Environment Improvement Fund and the effectiveness of such contributions; and
 - 18.7.6 make such other provision as they consider appropriate for the proper and efficient functioning of the Natural Environment Awards Panel.
- 18.8 The membership of and other provisions for the functioning of the Natural Environment Awards Panel may be amended from time to time with the agreement of SZC Co and the Councils and any such amendments shall be recorded in writing.
- 18.9 In the event that any of the quorate members Quorate Members of the Natural Environment Awards Panel 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 paragraph <u>15.6.</u>] <u>15.7.</u>

- 18.10 The Natural Environment Awards Panel:
 - 18.10.1 shall make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the Natural Environment Awards Panel; and
 - 18.10.2 may make such further administrative arrangements and terms of reference as it considers appropriate for the proper and efficient functioning of the Natural Environment Awards Panel from time to time,

with such arrangements and terms of reference to be approved by the Environment Review Group.

SCHEDULE 12 NOISE

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:

"B1122 Properties" means those properties listed in Annex G;

"Noise Mitigation Scheme" means the scheme appended to this Deed at Annex W; and

"Pro Corda Trust Accommodation" means the residential accommodation at Leiston Abbey, Theberton, Leiston, Suffolk IP16 4TD located in the Grade II listed Retreat House LB 1215754 and in the Guesten Lodge, both as owned and occupied by the Pro Corda Trust.

2. NOISE MITIGATION SCHEME

- 2.1 Subject to paragraphs 2.2 and 2.3, <u>from on or before Commencement</u> until the end of the Construction Period, SZC Co shall implement and observe the provisions of the Noise Mitigation Scheme.
- SZC Co, East Suffolk Council and Suffolk County Council agree that SZC Co shall not be required to implement 'Stage 1: Refreshed noise assessment(s)' described in paragraphs 1.2.2 to 1.2.6 of the Noise Mitigation Scheme in respect of the B1122 Properties and Pro Corda Trust Accommodation and that the B1122 Properties and Pro Corda Trust Accommodation shall be considered to be eligible for insulation under the Noise Mitigation Scheme. The remainder of the Noise Mitigation Scheme shall apply to the B1122 Properties and Pro Corda Trust Accommodation as appropriate.
- 2.3 Notwithstanding paragraph 2.1 and subject to paragraph 2.2, SZC Co, East Suffolk Council and Suffolk County Council agree that SZC Co shall implement and observe the provisions of the Noise Mitigation Scheme in respect of the B1122 Properties until the Sizewell Link Road is completed and opened to traffic, unless they meet the eligibility criteria in the Noise Mitigation Scheme after that date.
- 2.4 East Suffolk Council shall review any plans, assessments, reports or other documents submitted to it by SZC Co pursuant to the Noise Mitigation Scheme for all aspects except road traffic noise.
- 2.5 Suffolk County Council shall review any plans, assessments, reports or other documents submitted to it by SZC Co pursuant to the Noise Mitigation Scheme for road traffic noise matters only.
- 2.6 Where East Suffolk Council or Suffolk County Council's approval is required by the Noise Mitigation Scheme in respect of any assessment, report, plan, or other document, neither East Suffolk Council nor Suffolk County Council shall unreasonably withhold their approval and shall confirm their approval in writing to SZC Co within 28 days of the receipt of the submitted report or plan or within such longer period as may be agreed between SZC Co and East Suffolk Council or Suffolk County Council (as relevant).
- 2.7 SZC Co shall indemnify Suffolk County Council in respect of any claims made under Section 10 of the Compulsory Purchase Act 1965 or Part 1 of the Land Compensation Act 1973 arising out of or incidental to the carrying out and use of the Project or any works carried out by SZC Co under this Deed other than those arising out of or in consequence of any negligent act, default or omission of Suffolk County Council or any party acting on behalf of Suffolk County Council PROVIDED THAT SZC Co shall only be required to indemnify Suffolk County Council in accordance with this Deed if:
 - 2.7.1 Suffolk County Council notifies SZC Co as soon as reasonably practicable upon becoming aware of any matter which may become the subject of a claim for indemnity under this paragraph;

- 2.7.2 Suffolk County Council keeps SZC Co informed of all progress in connection with that matter and of any proposed settlement of it; and
- 2.7.3 Suffolk County Council does not settle or compromise that matter without the previous written consent of SZC Co, such consent not to be unreasonably withheld or delayed.

SCHEDULE 13 THIRD PARTY RESILIENCE FUNDS

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:

"National Trust Dunwich Heath and Coastguard Cottages" means Dunwich Heath and the Coastguard Cottages at Dunwich Heath and Beach Coastguard Cottages, Minsmere Road, Dunwich, Suffolk IP17 3DJ;

"National Trust Dunwich Heath and Coastguard Cottages Resilience Fund" means the sum of £851,365 in total for the purposes of mitigating the impacts of the Project on the National Trust Dunwich Heath and Coastguard Cottages which is to be paid in accordance with paragraph 2.1;

"Pro Corda Resilience Fund" means the sum of £500,000 in total for the purposes of mitigating the impacts of the Project on Pro Corda Trust's activities at Leiston Abbey, Theberton, Leiston, Suffolk IP16 4TD which is to be paid in accordance with paragraph 2.2;

"Pro Corda Trust" means the registered charity of that name and whose registered charity number is 1116213 (company number 05829570);

"RSPB Minsmere" means the nature reserve RSPB Minsmere, Sheepwash Lane, Saxmundham IP17 3BY; and

"RSPB Resilience Fund" means the sum of £2,520,000 in total for the purposes of mitigating the socio-economic impacts of the Project on RSPB Minsmere which is to be paid in accordance with paragraph 2.3.

2. THIRD PARTY RESILIENCE FUNDS

2.1 National Trust Dunwich Heath and Coastguard Cottages Resilience Fund

- 2.1.1 The National Trust Dunwich Heath and Coastguard Cottages Resilience Fund shall be paid by SZC Co to East Suffolk Council for onward payment to the National Trust in the following instalments:
 - (A) on or before Commencement the sum of £595,955.50; and
 - (B) on or before the sixth anniversary of the Commencement Date the sum of £255,409.50.
- 2.1.2 No less than £10,000 of the payment made pursuant to paragraph 2.1.1(A) shall be applied towards the enhanced interpretation of the setting of the National Trust Dunwich Heath and Coastguard Cottages with a focus on consideration of the asset in its wider context as one of a chain of coastguard lookouts along the Suffolk coast.
- 2.1.3 The National Trust Dunwich Heath and Coastguard Cottages Resilience Fund may only be applied towards any or all of the following initiatives:
 - (A) additional staff resources;
 - (B) infrastructure improvements;
 - (C) other site or visitor enhancements; and
 - (D) the National Trust Dunwich Heath and Coastguard Cottages' heritage enhancement.

2.2 Pro Corda Resilience Fund

- 2.2.1 The Pro Corda Resilience Fund shall be paid by SZC Co to East Suffolk Council for onward payment to the Pro Corda Trust in the following instalments:
 - (A) on or before Commencement the sum of £364,000; and

- (B) on or before the third anniversary of the Commencement Date the sum of £136.000.
- 2.2.2 The Pro Corda Resilience Fund may only be applied towards any or all of the following initiatives:
 - (A) staffing costs to allow for increased supervision ;and marketing;
 - (B) (C) provision of indoor and outdoor sensory spaces suitable for children with autism and other special educational needs and disabilities;
 - (C) (D)physical security features; and
 - (D) (E)other measures determined by Pro Corda to increase business resilience.

2.3 RSPB Resilience Fund

- 2.3.1 The RSPB Resilience Fund shall be paid by SZC Co to East Suffolk Council for onward payment to RSPB in the following instalments:
 - (A) on or before Commencement the sum of £2,142,000; and
 - (B) on or before the sixth anniversary of the Commencement Date the sum of £378,000.
- 2.3.2 The RSPB Resilience Fund may only be applied towards provision of any or all of the following:
 - (A) suitable infrastructure to ensure engagement with visitors on the reserve RSPB Minsmere to mitigate the impact of construction activity;
 - (B) suitable visitor events and activities to ensure engagement with visitors on the reserve RSPB Minsmere to mitigate the impact of construction activity;
 - (C) staff and volunteer resource to manage the development, installation and maintenance of the new infrastructure; and
 - staff and volunteer resource to plan, implement and manage the new events and activities.

SCHEDULE 14 SIZEWELL C COMMUNITY FUND

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:

- "Administration Agreement" means a deed to be entered into between SZC Co and the Suffolk Community Foundation providing for the administration and application of the Sizewell C Community Fund by the Suffolk Community Foundation for the purpose of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit:
- "Area of Benefit" means the geographical areas within the administrative boundary of East Suffolk:
- "Community Action Suffolk" means the registered charity of that name whose registered charity number is 1150501 and whose company number is 8316345;
- "Community Fund Project Officer" means the project officer to be appointed by Suffolk Community Foundation to administer the Sizewell C Community Fund;
- "Deed of Transfer" means a deed to be entered into between SZC Co and the Suffolk Community Foundation providing for the payment of some or all of the Sizewell C Community Fund for the purpose of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit;
- "East Suffolk Community Partnerships" means the eight community partnerships established and funded by East Suffolk Council to facilitate partnership working and collaboration between East Suffolk Council and local communities in East Suffolk;
- "Grants" means the Open Grants, Small Grants and Strategic Grants to be funded by the Sizewell C Community Fund...;
- "**Open Grants**" means grants for capital and revenue costs other than Small Grants and Strategic Grants;
- "Oversight Partnership" has the meaning given in Schedule 17;
- "Panel" means a decision-making body established by the Administration Agreement and Deed of Transfer to administer the Sizewell C Community Fund;
- "Protected Characteristics" means <u>age</u>, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation <u>as defined by the Equality Act 2010</u>;
- "Sizewell C Community Fund" means a fund of the sum of £23,000,000 to be paid by SZC Co in accordance with paragraph 2 and to exist until the entirety of that sum (including any interest on that sum) has been paid in Grants;
- "Small Grants" means grants of up to £5,000 available to registered charities, voluntary organisations, social enterprises, or public bodies that operate on less than £100,000 each year;
- "Strategic Grants" means grants to target specific impacts of the Project felt within East Suffolk-Communities, identified through consultation with communities and their representatives as may be agreed by the Panel;
- "Suffolk Community Foundation" means the registered charity of that name whose registered charity number is 1109453 and whose company number is 5369725; and
- "Trust Documents" means the trust deed and any other documentation required to be entered into in the event that SZC Co pursuant to paragraphs.2.7 to 2.10 ceases to pay the Sizewell C Community Fund to the Suffolk Community Foundation in order to establish a charitable trust the purpose of which is to receive and apply the remainder of the Sizewell C Community Fund for the purpose of mitigating the intangible

and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit.

2. SIZEWELL C COMMUNITY FUND

- 2.1 The Sizewell C Community Fund shall be for the purpose of mitigating the intangible and residual impacts of the Project on the communities in the Area of Benefit through providing Grants for schemes, measures and projects which promote the economic, social, or environmental well-being of those communities and enhance their quality of life.
- On or before Commencement, SZC Co shall enter into a Deed of Transfer and an Administration Agreement with the Suffolk Community Foundation to provide for the payment and administration of the first instalment of the Sizewell C Community Fund to the Suffolk Community Foundation pursuant to paragraph 2.3.1. Thereafter SZC Co shall enter into a Deed of Transfer and (if necessary) an Administration Agreement in respect of each subsequent instalment of the Sizewell C Community Fund to be paid by SZC Co to the Suffolk Community Foundation pursuant to paragraph 2.32.3.2.
- 2.3 Subject to the following paragraphs of this Schedule 14, SZC Co shall pay the Sizewell C Community Fund to the Suffolk Community Foundation in the following instalments:
 - 2.3.1 an amount equal to £2,000,000 on or before Commencement; and
 - 2.3.2 £1,900,000 annually on each anniversary of the Commencement Date occurring during the Construction Period,

subject to the total amount payable pursuant to this paragraph 2.3 not exceeding £23,000,000, such amounts are to be applied by Suffolk Community Foundation in accordance with the terms of the relevant Deed of Transfer and relevant Administration Agreement for the purpose of mitigating the intangible and residual impacts of the Project by enhancing quality of life of communities within the Area of Benefit.

- 2.4 SZC Co shall ensure that the Administration Agreement entered into pursuant to paragraph 2.2 shall provide as follows:
 - 2.4.1 the Panel shall comprise of no more than 12 members, with three of those members being SZC Co representatives, two being representatives of Suffolk County Council, two being representatives of East Suffolk Council, one member being a Suffolk Community Foundation representative, and four members being representatives of the general public;
 - 2.4.2 two officers of the Suffolk Community Foundation shall attend each meeting of the Panel:
 - a Suffolk Community Foundation representative shall act as the chair of the Panel and have the casting vote;
 - 2.4.4 the members of the Panel representing SZC Co, the Councils and the Suffolk Community Foundation shall appoint the Panel members who are representatives of the general public and shall invite applications for those positions;
 - 2.4.5 the Panel members who are representatives of the general public shall serve for two years, with the potential for a third year to be reviewed and agreed in respect of each such member jointly by the members of the Panel representing SZC Co, the Councils and the Suffolk Community Foundation;
 - 2.4.6 the application process to become a member of the Panel representing the general public shall be publicised in the Area of Benefit in a manner agreed by the Panel;
 - 2.4.7 the Sizewell C Community Fund may not be applied for any purpose outside the charitable objectives of the Suffolk Community Foundation and that Suffolk Community Foundation shall consult the Panel before changing its charitable objectives to ensure that the purposes of the Sizewell C Community Fund are not thereby prejudiced;

- 2.4.8 the Suffolk Community Foundation shall appoint a Community Fund Project Officer:
- 2.4.9 the Suffolk Community Foundation shall use reasonable endeavours to liaise with Community Action Suffolk to help to ensure that potential recipients of Grants have the required skills and capacity to apply to and meet the relevant criteria for the application of the Sizewell C Community Fund;
- 2.4.10 the Suffolk Community Foundation shall have regard to any reasonable advice provided by the Oversight Partnership in respect of the provision of Strategic Grants;
- 2.4.11 the Suffolk Community Foundation shall use reasonable endeavours to liaise with the East Suffolk Community Partnerships in respect of:
 - (A) the promotion of the Sizewell C Community Fund;
 - (B) assisting communities to identify projects suitable for the receipt of Grants; and
 - (C) assisting those with Protected Characteristics or projects supporting those with Protected Characteristics in identifying projects suitable for the receipt of Grants and making applications for Grants;
- 2.4.12 the Suffolk Community Foundation shall report to the Delivery Steering Group on a six-monthly basis on the expenditure of previous contributions from the Sizewell C Community Fund and the effectiveness of such contributions; and
- 2.4.13 the Suffolk Community Foundation shall be responsible for the administration of convening and holding meetings of the Panel, which shall take place either virtually or in a convenient location in East Suffolk or Ipswich to be identified by the Suffolk Community Foundation from time to time and shall be quorate if at least half of the members of the Panel (at least one of which being a representative of SZC Co, one of which being a representative of one of the Councils and one of which being the representative of the Suffolk Community Foundation) are present.
- 2.5 SZC Co shall ensure that the Administration Agreement entered into pursuant to paragraph 2.2 shall vest such powers as may be necessary in the Panel so as to enable the Panel to take into account that the degree and severity of impact varies across the geography of the Area of Benefit and that when the criteria for the application of the Sizewell C Community Fund to provide the Grants are developed, they are able to reflect this and give priority to those schemes, measures and projects which:
 - 2.5.1 are located close to the Sites;
 - 2.5.2 minimise the environmental, economic, and social impact, whilst, as appropriate, maximising the environmental, economic, and social benefits of the Project;
 - 2.5.3 are not inconsistent with approved policies or plans of relevant local authorities;
 - 2.5.4 can demonstrate overall value for money in terms of cost and effectiveness;
 - 2.5.5 can demonstrate a contribution to developing and maintaining sustainable communities throughout the Area of Benefit;
 - 2.5.6 complement other measures committed in this Deed;
 - 2.5.7 have been identified as priorities to the communities within parish and/or community plans;
 - 2.5.8 can demonstrate the greatest potential to achieve mitigation of impacts, taking into account value for money;
 - 2.5.9 attract additional funding from other private and public sector sources where possible;

- 2.5.10 are inclusive and non-discriminatory, fostering equality in-_line with the Equality Act 2010 (or as amended); and/or
- 2.5.11 are provided by a registered charity, voluntary organisation, parish council, social enterprise, or public body.
- 2.6 On the fourth anniversary of the Commencement Date, SZC Co may review the Suffolk Community Foundation's administration and application of the Sizewell C Community Fund. In undertaking this review SZC Co shall consult with East Suffolk Council and Suffolk County Council and take into account their reasonable representations.
- 2.7 Paragraph 2.8 shall apply if following a review carried out by SZC Co pursuant to 2.6, SZC Co in its absolute discretion determines that it no longer wishes the Sizewell C Community Fund to be administered and applied by the Suffolk Community Foundation and serves notice on the Suffolk Community Foundation to that effect.
- 2.8 Where this paragraph 2.8 applies, SZC Co shall following the service of a notice on the Suffolk Community Foundation in accordance with paragraph 2.7:
 - 2.8.1 thereafter cease to make payments to the Suffolk Community Foundation pursuant to paragraph 2.3;
 - 2.8.2 not renew or enter into any new Deed of Transfer or Administration Agreement with the Suffolk Community Foundation;
 - 2.8.3 as soon as reasonably practicable and no later than six months following service of the notice in accordance with paragraph 2.7, complete the Trust Documents to establish a new trust to administer and apply the remainder of the Sizewell C Community Fund for the purposes of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit; and
 - 2.8.4 following the establishment of a trust by SZC Co pursuant to paragraph 2.8.3:
 - (A) pay the remainder of the Sizewell C Community Fund to the trustees of that trust in accordance with paragraph 2.9; and
 - (B) unless otherwise agreed between the parties-in consultation with the Suffolk Community Foundation, procure that any unspent unallocated monies previously paid to the Suffolk Community Foundation pursuant to paragraph 2.3 shall be transferred to the trustees of that trust.
- 2.9 Where paragraph 2.8 applies, SZC Co shall pay the remainder of the Sizewell C Community Fund into the trust established pursuant to paragraph 2.8.3 in the following instalments:
 - 2.9.1 £1,900,000 annually on each anniversary of the Commencement Date occurring during the Construction Period, beginning on the first such anniversary occurring after the last payment made by SZC Co pursuant to paragraph 2.3.2.
 - subject to the total amount payable pursuant to paragraph 2.3 and this paragraph 2.9 not exceeding £23,000,000, such amounts to be applied by the trustees of that trust in accordance with the Trust Documents for the purpose of mitigating the intangible and residual impacts of the Project by enhancing quality of life of communities within the Area of Benefit.
- 2.10 In the event that after using reasonable endeavours SZC Co is unable to enter into a Deed of Transfer and an Administration Agreement with the Suffolk Community Foundation pursuant to paragraph 2.2, SZC Co shall establish a new trust established to administer and apply the Sizewell C Community Fund for the purposes of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit and all references to the Suffolk Community Foundation in this Schedule 14 shall be deemed to be references to such new trust.
- 2.11 The maximum liability of SZC Co pursuant to this Schedule 14 is £23,000,000.

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:
 - 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;
 - 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:

"Economic Review Group" has the meaning given in Schedule 7;

"**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;
- 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;
- 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;
 - 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; and.

"Tourism Working Group" means the group of that name established pursuant to paragraph 5.1.

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;
- <u>on or before the ninth anniversary of the Commencement Date the sum of £200,000;</u>
- (k) on or before the tenth anniversary of the Commencement Date the sum of £200,000;
- (I) 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,
- 2.1During the Construction Period and for three years following the end of the Construction Period, on the Commencement Date and annually on each anniversary of the Commencement Date thereafter, SZC Co shall pay East Suffolk Council £200,000 as contributions 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 Index Linked.
- 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 During the Construction Period and for three years following the end of the Construction Period, SZC Co shall pay to East Suffolk Council:
- 3.1 3.1.1on or before Commencement, 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; and

3.2 SZC Co shall pay to East Suffolk Council:

- (a) 3.1.2annually on each on or before the first anniversary of the Commencement Date thereafter, 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 eight 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;
- <u>on or before the tenth anniversary of the Commencement Date the sum of</u> £571,429;
- (k) on or before the eleventh anniversary of the Commencement Date the sum of £571,429;
- (I) 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.

- 3.2 Not less than £500,000 of each payment made pursuant to paragraphs 4.1.1 3.1 and 3.1.2 3.2 shall be applied solely to funding promotional and marketing activities including visitor experience development, infrastructure asset investment, and destination marketing and promotion and delivery of projects that support and underpin this marketing and public relations.
- 3.4 3.3Not less than £71,429 of each payment made pursuant to paragraphs 1.1.1-3.1 and 3.1.2-3.2 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.
- 3.4 The maximum liability of SZC Co pursuant to this paragraph 3.1 is £9,000,006 Index Linked.

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 PROVIDED THAT the split of funding meets the minimum funding amounts set out in paragraphs 3.2.3.3 and 3.3.4.
- 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 PROVIDED THAT the split of funding meets the minimum funding amounts set out in paragraphs 3.2-3.3 and 3.3.4.
- 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:
 - one representative in a department or service relevant to economic development and planning/projects to be nominated by East Suffolk Council;
 - 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
 - refer to the Economic Review Group for its determination any matter upon which the members of the Tourism Working Group are unable to agree <u>unanimously</u>, 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 <u>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</u>
 - 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 further arrangements and terms of reference to be approved by the Economic Review Group.
- In the event that any of the querate members Querate 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 2.9.72.12.8.

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 a contribution towards 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;
- <u>"AlL Routes"</u> means the routes for the transport of Abnormal Indivisible Loads by road identified in the Construction Traffic Management Plan and an "AlL 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;
- "AlL Routes" means the routes for the transport of Abnormal Indivisible Loads by road identified in the Construction Traffic Management Plan and an "AlL Route" means any one of them;
- "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;
- "AlL Structural Survey" means a detailed audit and structural survey of the highway structures on each of the AlL Routes, including details of any necessary AlL Structural Improvements;
- "B1078 Road Safety Improvements" means safety improvements to the B1078, to include the measures set out in paragraph [6.1]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 Therbeton Theberton as described in Annex Q, including: to include the measures set out in paragraph 5.7.2;
- (a) footway improvement works in Theberton;
- (b) installation of a formal pedestrian crossing in Theberton;
- (c) installation of village gateways to Middleton Moor and Theberton; and
- (d) improvements to road safety at B1122 and Mill Road junction, Middleton;
- "Highway 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 during this period, up to a maximum total cost of £585,133 to be used by Suffolk County Council to carry out these works;
- "B1122 Corridor Repurposing Budget" means £[●]; Extent" means the area in the vicinity of the B1122 bound:
- <u>in the north, by an arc from the A12 / A144 junction to Minsmere (including Westleton and Darsham);</u>
- (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 up to an estimated cost of up to the B1122 Corridor Repurposing Budget; 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) <u>between the junction between the B1122 and the Sizewell Link Road</u> south of Theberton and the access to the SZC Development Site
 - to inform the measures referred to in (a)(ii);
- (c) <u>maintenance of existing shared cycle / footway on the A12 between Darsham railway station and The Street;</u>
- (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;
- "Community Safety Working Group" has the meaning given in Schedule 4;
- "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 [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;
- "Freight Management Facility Access" means Work No. 13(b) in Schedule 1 to the Development Consent Order;
- "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 Design and Supervision Fees" means [];
- "Implementation Plan" has the meaning given in Schedule 9;
- "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] to be paid in accordance with paragraph;
- "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;
- "Leiston Working Group" means a group comprising members of Leiston Town Council, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the Leiston Improvement Scheme;
- "Local Transport Programme" means a detailed implementation programme prepared by SZC Co for the delivery of the Local Transport Schemes during 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 Improvement 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) <u>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;</u>
- "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;
- "Marlesford and Little Glemham Working Group" means a group comprising members of Marlesford and Little Glemham Parish Councils, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the Marlesford and Little Glemham Scheme;
- "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, including the measurement of Contingent Effects, in accordance with those Transport Management Plans:
- "Northern Park and Ride Access" means Work No. 9(b) in Schedule 1 to the Development Consent Order;
- "Operational Travel Plan" means a travel plan to manage and monitor operational workforce movements to Sizewell C after the end of the Construction Period in accordance with the Framework Operational Travel Plan Principles (as the same may be amended from time to time pursuant to this Schedule);
- Framework-"Operational Travel Plan <u>Principles</u>" means the <u>framework principles</u> attached at Annex [] to this Deed;

- "Other Highway Works" means Work No.s 15, 16 and 17 in Schedule 1 to the Development Consent Order;
- "Parish Councils" means Leiston Town Council, Marlesford and Little Glemham Parish Councils, Westleton Parish Council, Wickham Market Parish Council, Middleton Moor Parish Council, Theberton Parish Council, and Yoxford Parish Council;
- <u>"Parish Councils"</u> 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 the fund to be established and funded by SZC Co in the amount of £2,500,000 to be applied by the Rights of Way Working Group in accordance with this Schedule for the purpose of providing financial support 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;
- "Public Path Creation Agreement Arrangements" means a public path creation agreement pursuant to section 25 of the 1980 Act to dedicate 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 a route linking Public Right of Way E-363/019/0 to Public Right of Way E-363/019/0 to the accessible 'coastal margin';
- <u>"Public Right of Way Creation Route"</u> 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;
- "Rights of Way Working Group" means the group of that name established pursuant to paragraph 5.1;
- "Sizewell Link Road" has the meaning given in Schedule 9:
- "Southern Park and Ride" means Work No. 10(a)(i)-(viii) and (b) in Schedule 1 to the Development Consent Order;
- "Southern Park and Ride Access" means Work No. 10(b) in Schedule 1 to the Development Consent Order:

- "Suffolk Local Network Signage Strategy" means [•], including a strategy to discourage traffic routing through Coddenham;
- "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 4.5.44.5.5);
- "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" or "TRG" means the group constituted in accordance with and having the functions ascribed to it by paragraph 4;
- "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);
- "Transport Working Groups" means the Wickham Market Working Group, the Leiston Working Group, the Yoxford Working Group, the Westleton Working Group, the Theberton and Middleton Moor Working Group, the Marlesford and Little Glemham Working Group, the Parish Councils, and the Rights of Way Working Group;
- "Two Village Bypass" has the meaning given in Schedule 9;
- "B1125 Scheme" means proposed changes to the highway design and public realm in Westleton to include the measures set out in paragraph 5.5, as illustrated by the indicative outline drawings set out in Annex [e];
- "B1125 Working Group" means a group comprising members of Westleton Parish Council, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the B1125 Scheme;
- "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
- "Wickham Market Working Group" means a group comprising members of Wickham Market Parish Council, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the Wickham Market Scheme;

"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.

"Yoxford Roundabout" has the meaning given in Schedule 9;

"Yexford Working Group" means a group comprising members of Yoxford Parish Council, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the Yoxford Scheme.

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 Council following consultation with East Suffolk Council and National Highways.
- 2.2 Throughout the duration From Commencement and until the end of the Construction Period, SZC Co shall (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 end of the Construction Period 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 end-of-the-Construction PeriodUnit 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 date data for the monitoring reports 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 ⁴⁰Administration 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 28 days 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 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 days 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 3.2.44.2.4); and
 - (B) be entitled to vary any of the requirements of paragraph 3.2.4 by 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:

⁴⁰ Note: The administration of the TRG is subject to ongoing discussions with the Councils.

- (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)operate (and decisions of the Transport Review Group shall be taken) on a majority voting basis with each member of the Transport Review Group (or alternate representative where a member has delegated their vote in writing to an alternative representative of its organisation) present at a Transport Review Group meeting having one vote PROVIDED THAT, where the representative of the Suffolk Constabulary or the representative of National Highways abstains from a decision, one or two representatives of SZC Co (whichever is needed to ensure that SZC Co's representatives do not outnumber the voting representatives of other Transport Review Group Members) shall also abstain from the decision and PROVIDED FURTHER THAT in the event that at the conclusion of any such meeting the Transport Review Group has failed to reach a majority decision on any matter that was voted on by the Transport Review Group at that meeting, any Transport Review Group Member can refer the matter to the Delivery Steering Group for approval within 10 Working Days of the date of the relevant Transport Review Group meeting; and
- (G)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, AlLs) to and from the tyehicle
 accesses to the Main Development Site <a href="Accesses etc];, 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) (C)monitor the success of the Construction Traffic Management Plan against the thresholds;
- (E) (D) 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;
- (E) 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) (F)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) (G)implement actions agreed with the Transport Review Group;
- (J) (H)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) (I)upon the reasonable request of the Transport Review Group, provide information in respect of the Contingent Effects;and
- (L) (J) 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 Coordinator 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 AIL Police Escort 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 <u>unanimously</u> 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 <u>unanimous</u> decisions in accordance with paragraph 4.2;
- ensure that the aims and objectives of the Transport Management Plans are achieved, by exercising its functions under paragraphs 3.4.1 4.4.1 and 3.54.5;
- 4.4.6 <u>unanimously</u> 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, including the approval of the Wickham Market Scheme, the Leiston Scheme, the Yoxford Scheme, the B1125 Scheme and the Marlesford and Little Glemham Scheme;
- 4.4.8 consider and <u>unanimously</u> 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 TRG-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 querate members 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 <u>unanimously</u> 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,

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 3.5.1; or

¹¹-Note: SZC Co. Is considering further the process by which identified exceedences or failures of the Construction Worker Travel Plan and Construction Traffic Management Plan.

(B) SZC Co submits proposed mitigation measures to the Transport Review Group in accordance with paragraph 3.5.1 but the Transport Review Group does not approve those mitigation measures,

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 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 approval by the Transport Review Group.actions or 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 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 majority unanimous decision) by the Delivery Steering Group or an Expert appointed pursuant to Clause 8 of this Deed 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 3.5.1 or 3.5.2 4.5.1 or 4.5.2 or (in the event of the Transport Review Group failing to reach a majority unanimous decision) by the Delivery Steering Group or an Expert appointed pursuant to Clause 8 of this Deed 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 <u>unanimously</u> 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 <u>the unanimous</u> approval <u>by of</u> 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 Coordinator 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 4.6.1 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:
 - <u>unanimously</u> approve the use of the Proposed Sum from the Contingent Effects Fund for the Proposed Mitigation, or; or
 - (B) (A)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) (B) <u>unanimously decide to</u> 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.
- 4.6.2 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 Transprt 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 <u>unanimously</u> approved by the Transport Review Group, or (in the case of failure to reach a <u>majorityunanimous</u> <u>decision</u>) determination by the Delivery Steering Group or Expert appointed pursuant to <u>Clause 8 of this Deed clause 8</u> (as relevant), unless it is <u>unanimously</u> agreed by the Transport Review Group that such Proposed Mitigation will be carried out by Suffolk County Council.
- 4.7.2 Where it is <u>unanimously</u> 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 ¹² 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 5.1.3 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) <u>legal upgrades to the existing public rights of way network</u>
 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.
- <u>5.1.4</u>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 <u>of which</u> is a member representing Suffolk County Council and one <u>of which</u> is a member representing SZC Co) are present;
 - (B) meet no later than three months after the Commencement Date; and

¹² Note: Governance arrangements of the Rights of Way Working Group are subject to further consideration and engagement.

- (C) refer any matter that cannot be agreed <u>upon unanimously</u> to:
 - (1) the Transport Review Group; or
 - (2) (with the <u>unanimous</u> agreement of the Transport Review Group) the <u>Environmental Environment</u> Working Group.
- 5.1.7 5.1.5 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 5.1.6SZC 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 Agreement 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 5.1.7SZC 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
 5.1.8In the event that any of the quorate members 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 3.2.34.2.3.
- 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 Coordinator 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 three-four-members (at least one of which is a member representing <a href="Michaeleast-Michaeleas
- 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 the Transport Review Group Suffolk County Council, SZC Co will shall:
 - (A) undertake the detailed design of the Wickham Market Scheme; and
 - (B) implement the agreed Wickham Market Scheme prior to practical completion of the Southern Park and Ride.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 querate members Querate 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 3.2.34.2.3.

5.3 Leiston Working Group

5.3.1 On or before Commencement, SZC Co shall procure that the Transport Coordinator 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

<u>such other time as agreed with Suffolk County Council)</u>, 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 three 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 Improvement Scheme by Suffolk County Council, SZC Co shall:
 - (A) undertake the detailed design of the Leiston Improvement Scheme; and
 - (B) implement the agreed Leiston Improvement 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 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 3.2.34.2.3.

5.4 Marlesford and Little Glemham Working Group

- 5.4.1 On or before Commencement, SZC Co shall procure that the Transport Coordinator 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 https://doi.org/10.10/ quorate if at least three-four members (at least one of which is a member representing Marlesford and Little Glenham Parish 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 additional dropped kerb crossing, pedestrian crossings to enable pedestrians to cross the A12; and
 - 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 the Transport Review Group 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.

In the event that any of the quorate members 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 3.2.34.2.3.

5.5 **B1125 Working Group**

- 5.5.1 On or before Commencement, SZC Co shall procure that the Transport Coordinator 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 three-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 some or all of the following:
 - (A) proposed safer pedestrian crossing of the A12.points on the B1125, including public rights of way:
 - (B) footway improvements on the B1125;
 - (C) <u>traffic calming on the B1125, such as gateways, road signs or markings;</u> 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 the Transport Review GroupSuffolk 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 Quorate Members of the Westleton 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 3.2.34.2.3.

5.6 Yoxford Working Group

- On or before Commencement, SZC Co shall procure that the Transport Coordinator 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 three 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 some or all of the following:
 - (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

- <u>submit the Yoxford Scheme for Suffolk County Council's approval in accordance</u> with the Local Transport Programme.
- 5.6.4 Following approval of the proposed Yoxford Improvement Scheme by the Transport Review GroupSuffolk 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 <u>approved by Suffolk County Council pursuant to paragraph</u> 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 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 3.2.34.2.3.

5.7 Theberton and Middleton Moor B1122 Early Years Working Group

- 5.7.1 SZC Co shall procure that the Transport Co-ordinator will make arrangements for the Theberton and Middleton Moor 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 three-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 5.7.2 Following approval of the proposed B1122 Early Years Scheme by Suffolk County Council, SZC Co shall implement the agreed B1122 Early Years Scheme in accordance with the Local Transport Programme :
 - (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

<u>pursuant to paragraph</u> 5.9 <u>and any amendments agreed by the Transport</u> 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

On or 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

- On or before the first use of the Southern Park and Ride-Site, SZC Co will-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;—.
- 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 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 <u>Structural Maintenance</u> Contribution to execute or procure the execution of such works as are necessary to make good any damage to the Maintenance <u>Areacaused Area caused</u> by Sizewell C construction traffic.
- 7.4 SZC Co's maximum liability under this paragraph 7 shall be £585,133 Index Linked.

8. A12 CONTRIBUTION

- 8.1 On or before Commencement, SZC Co shall pay Suffolk County Council the A12 MRN 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 <u>during the Construction Period</u>, within 20 Working Days 30 days of receipt from Suffolk County Council of a copy of a legal agreement entered into between Suffolk County Council and the relevant landowner for the use of the private path behind the houses at King George Avenue, 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 <u>use the Leiston Cycling and Walking Contribution to carry out</u> 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**

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

11. SUFFOLK LOCAL NETWORK HIGHWAY SIGNAGE

SZC Co shall agree with Suffolk County Council the Suffolk Local Network Signage in respect of each of the Sites and shall implement such Suffolk Local Network Signage agreed with Suffolk County Council prior to the completion of each Site.

12. STRATEGIC HIGHWAY SIGNAGE CONTRIBUTION

On or before Commencement, SZC Co shall pay the Strategic Highway submit a Signage Contribution Strategy to Suffolk County Council for onward payment to National Highways.approval.

- 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.
- 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.
- 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. 13. AIL ROUTES

- 12.1 13.1 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 13.2SZC 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 13.4On 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 13.6SZC 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 Indvisible 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 Has Pollowing 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.
- 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.
- 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.
- 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

- <u>determined and the first instalment of such funding has been made to Suffolk</u> 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
 - <u>13.8.2</u> <u>agree (both parties acting reasonably) whether the payments payable by SZC Copursuant to paragraphs 13.1 and 13.6 should:</u>
 - (A) either partially or fully, continue to be payable; or
 - (B) be otherwise adjusted,
- 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 <u>shall make the agreed payments to Suffolk County Council for onward payment to the Suffolk Constabulary.</u>

- 14. HIGHWAY DESIGN AND SUPERVISION FEES TECHNICAL APPROVAL AND INSPECTION FEES
- 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.
- 14.1 SZC Co shall pay to Suffolk County Council:
 - 14.1.1 [50%] of the Highway Design and Supervision Fees on or before Commencement; and
 - 14.1.2 [50%] of the Highway Design and Supervision Fees on or before the first anniversary of the Commencement Date,
- 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.
- <u>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:</u>
 - 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 supervision fees which would apply to transport schemes to be implemented by SZC Co under the Development Consent Order including the Sizewell Link Road, the Two Village Bypass, the Yoxford Roundabout, the Other Highway Works, the Southern Park and Ride Access, the Northern Park and Ride Access, the Freight Management Facility Access, Work No. 1B, Work No. 1C, and Work No. 4A(c) to (e) in Schedule 1 to the Development Consent Order ¹³ and SZC Co shall not be required by Suffolk County Council to pay fees under agreements made under Article [21] 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 supervision of highway works referred to in to this Clause inspection of the relevant Standard Highway Work.

14.4 14.2 Suffolk County Council shall carry out the audit and supervision of the transport schemes to be implemented by SZC Co under the Development Consent Order. 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.

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

- 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.
- 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 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:
 - <u>15.2.1</u> <u>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;</u>
 - 15.2.2 <u>funding for or provision by SZC Co of site accommodation and transport during the construction of the relevant highway work;</u>
 - 15.2.3 funding for or provision by SZC Co of material testing;
 - <u>15.2.4</u> 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;
 - <u>15.2.5</u> 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
 - 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 45.2SZC Co and Suffolk County Council agree that a failure to agree the proposed terms of a Highway Agreement [within [-0]-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.
- 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 RIGHTS RIGHT OF WAY CREATION ARRANGEMENTS

14

- 16.1 On or before Commencement, SZC Co shall pay the PROW Fund to Suffolk County Council.
- 16.2 Suffolk County Council shall only apply the PROW Fund towards any or all of the following initiatives:
 - 16.2.1 [physical improvements to the existing rights of way network, creation of new public rights of way, and creation of public rights of way to link existing and/or

Note: SZC Co is continuing to consider and engage stakeholders on the scope of the PROW Fund and it is expected that specific works may be agreed through the Examination such that a schedule of proposed works to be funded may be appended to the Section 106 Agreement in place of this list of initiatives.

new public rights of way, including repairs, wayfinding, improving connectivity, provision of new or upgraded gates or signage;

supporting communication measures in relation to closures, diversions, and new access points in accordance with the PROW Communications Plan;

- 16.2.3 local environmental education; and
- 16.2.4 legal upgrades to the existing rights of way network,

such initiatives to be identified by the Rights of Way Working Group.]

- 16.3 Suffolk County Council shall implement or procure the implementation of any initiatives identified by the Rights of Way Working Group.
- 16.1 16.4SZC Co shall use reasonable endeavours to enter into a Public Path Creation Agreement 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-.
- 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 <u>Decision</u>" means a decision made by the Accommodation Working Group" has the meaning given in Schedule 3;
 - "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;
 - "Community Safety Working Group" has the meaning given in Schedule 4;
 - "Delivery Steering Group" means the group constituted in accordance with and having the functions ascribed to it by paragraph 2;
 - "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:

- Skybridges (being Work No. 1A(b)(ii) of Schedule 1 of the Development Consent Order);
- (b) intermediate level waste store (being Work No. 1A(f) of Schedule 1 of the Development Consent Order);
- (c) Interim Spent Fuel Store (being Work No. 1A(g) of Schedule 1 of the Development Consent Order);
- (d) Main Access Control Building (being Work No. 1A(h) and (i) of Schedule 1 of the Development Consent Order):
- visitor centre (being Work No. 1D(e) or Work No. 1E(e) of Schedule 1 of the Development Consent Order);
- administrative buildings to include workshops, civils store and general store (Work No. 1D(g) or Work No. 1E(f) of Schedule 1 of the Development Consent Order):
- (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(I)); 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");

<u>"Fast-Track Decision Dispute"</u> 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;

"Marine Technical Forum" has the meaning given in Schedule 11;

"Natural Environment Awards Panel" has the meaning given in Schedule 11;

- "Ecology Working Group" has the meaning given in Schedule 11;
- "Economic Review Group" has the meaning given in Schedule 7;
- "Economic Working Groups" has the meaning given in Schedule 7;
- "Employment, Skills & Education Working Group" has the meaning given in Schedule 7:
- "Environment Review Group" has the meaning given in Schedule 11;
- "Environment Working Groups" has the meaning given in Schedule 11;
- "Governance Groups" means the Delivery Steering Group, the Review Groups, and the Working Groups;
- "Health and Wellbeing Working Group" has the meaning given in Schedule 6:
- "Main Development Site Forum" means the group established pursuant to paragraph 5.5 to achieve the purpose set out in paragraph 5.12; "Northern Transport Forum" means the group established pursuant to paragraph 5.14 to achieve the purpose set out in paragraph 5.215.23;
- "Oversight Partnership" means a group in a form to be agreed by East Suffolk Council and Suffolk Council, established and administered by East Suffolk Council and Suffolk Council;
- "Planning Group" means the group constituted in accordance with and having the functions ascribed to it by paragraph 6.1;
- "Review Groups" means the Planning Group, the Transport Review Group, the Social Review Group, the Economic Review Group and the Environment Review Group, and "the relevant Review Group" shall mean any one of these groups;
- "Rights of Way Working Group" has the meaning given in Schedule 16;
- "Sizewell Link Road" has the meaning given in Schedule 9;
- "Social Review Group" means the group constituted in accordance with and having the functions ascribed to it by paragraph 6.2;
- "Social Working Groups" means the Accommodation Working Group, Community Safety Working Group, and Health and Wellbeing Working Group, and "the relevant Social Working Group" shall mean any one of these groups;
- "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:
- <u>"Relevant Decision"</u> 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 means the group established pursuant to paragraph 5.23 "Southern Transport Forum" means the group established pursuant to paragraph 5.36 to achieve the purpose set out in paragraph 5.305.45;
- "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;

- "Supply Chain Working Group" has the meaning given in Schedule 7;
- "Working Groups" means the Transport Working Groups, Social Working Groups, Environment Working Groups and Economic Working Groups;
- "Tourism Working Group" has the meaning given in Schedule 15;
- "Transport Review Group" has the meaning given in Schedule 16;
- "Transport Working Groups" has the meaning given in Schedule 16; and
- "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 Management Working Group" means the group of that name established in accordance with paragraph 7.1;
- "Water Monitoring Plan" means the water monitoring 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;
- "Yoxford Roundabout" has the meaning given in Schedule 9;

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 <u>and escalation</u> 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.
- <u>2.5</u> <u>For the avoidance of doubt, each decision of the Governance Groups shall be reached unanimously unless otherwise stated in this Deed.</u>

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 Directorsite 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 <u>of which</u> is a member representing Suffolk County Council and one <u>of which</u> 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 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 <u>are is</u> 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 <u>Clause clause</u> 8.
- 3.8 In the event that any of the querate members Querate 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 days 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.
- 3.9 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

4.1 During the Construction Period, East Suffolk Council and Suffolk County Council, acting together via the will set up an Oversight Partnership, shall provide advice to the Delivery Steering Group on public sector 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 the 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 the 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 the its obligations in respect of such Community Groups in accordance with this Deed.
- 5.4 Main Development Site SZC Forum
- 5.5 On or before Commencement, SZC Co shall establish the Main Development Site SZC Forum which shall exist until the first anniversary of the end of the Construction Period.
- 5.6 The Main Development Site SZC Forum shall comprise:
 - 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;
 - <u>5.6.3</u>
 <u>5.6.2</u>one representative to be nominated by Suffolk County Council to represent the Leiston division; and <u>one cabinet member</u>;
 - 5.6.4 one Suffolk County Council cabinet member to be nominated by Suffolk County Council;
 - 5.6.5 5.6.3 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.;
 - <u>one elected councillor or clerk from each of the parish and town councils within</u>
 <u>East Suffolk and any parish or town council outside of East Suffolk where any</u>
 <u>mitigation, improvement measures, or construction in relation to the Project are to be carried out pursuant to obligations in this Deed; and</u>
 - 5.6.7 one

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

5.7 The Main Development Site Forum shall not later than one month after its establishment invite one elected councillor from the following parishes to join the Main Development Site Forum:

- 5.7.1 Leiston-cum-Sizewell Town Council;
- 5.7.2 Theberton and Eastbridge Parish Council;
- 5.7.3 Middleton-cum-Fordley Parish Council;
- 5.7.4 Aldringham-cum-Thorope Parish Council;
- 5.7.5 Aldeburgh Town Council; and
- 5.7.6 Knodishall Parish Council.representative of the Suffolk Association of Local Councils.
- <u>5.7</u> <u>5.8The Main Development Site The SZC</u> Forum shall invite representatives from the Office of Nuclear Regulation and the Environment Agency and any other statutory authorities to attend meetings of the <u>Main Development Site SZC</u> Forum.
- 5.8 5.9 The Main Development Site SZC Forum shall:
 - 5.8.1 5.9.1 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 <u>Ipswich to be identified by SZC Co from time to time in consultation with the Suffolk Association of Local Councils; and</u>
 - 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:
 - <u>5.15.1</u> <u>one representative to be nominated by East Suffolk Council to represent the Aldeburgh and Leiston ward;</u>
 - 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 <u>one elected councillor or clerk nominated by Theberton and Eastbridge Parish</u> Council;
- 5.16.3 <u>one elected councillor or clerk nominated by Middleton-cum-Fordley Parish Council;</u>
- 5.16.4 <u>one elected councillor or clerk nominated by Aldringham-cum-Thorpe Parish Council;</u>
- 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:
 - <u>5.18.1</u> <u>be chaired by an independent chair recruited and appointed by SZC Co:</u>
 - 5.18.2 5.9.2 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 5.9.3 meet no later than three months after the Commencement Date.
 - 5.9.4 meet bi-annually either virtually or in a convenient location in East Suffolk or lpswich to be identified by SZC Co from time to time; and
- 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.
 - 5.9.5 meet no later than three months after the Commencement Date.
- 5.20 5.10 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 5.11The 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 5.12 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.
- **<u>5.24</u> <u>5.13</u>Northern Transport Forum**
- <u>5.25</u> 5.14On 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 5.15 The Northern Transport Forum shall comprise:
 - 5.26.1 5.15.1 one representative to be nominated by East Suffolk Council to represent the Aldeburgh and Leiston ward;

- <u>5.26.2</u>
 <u>5.15.2</u>one representative to be nominated by Suffolk County Council to represent the Leiston division; and
- <u>5.26.3</u> <u>5.15.3</u>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 5.16 The Northern Transport Forum shall not later than one month after its establishment invite one elected councillor representative from each of the following parishes to join the Northern Transport Forum:
 - 5.27.1 <u>5.16.1</u>one elected councillor or clerk nominated by Darsham Parish Council;
 - 5.27.2 5.16.2 one elected councillor or clerk nominated by Yoxford Parish Council;
 - 5.27.3 5.16.3 one elected councillor or clerk nominated by Thorington Parish Council;
 - 5.27.4 5.16.4 one elected councillor or clerk nominated by Kelsale-cum-Carlton Parish Council;
 - 5.27.5 5.16.5 one elected councillor or clerk nominated by Sibton Parish Council;
 - 5.27.6 5.16.6 one elected councillor or clerk nominated by Peasenhall Parish Council;
 - 5.27.7 <u>5.16.7</u>one elected councillor or clerk nominated by Saxmundham Parish Council;
 - 5.27.8 5.16.8 one elected councillor or clerk nominated by Westleton Parish Council; and
 - 5.27.9 5.16.9 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 5.17The Northern Transport Forum shall invite representatives from the Highways Authority and any other statutory authorities to attend meetings of the Northern Transport Forum.
- <u>5.30</u> <u>5.18</u>The Northern Transport Forum shall:
 - 5.30.1 5.18.1 be chaired by relevant representatives of the Project Team to be nominated by SZC Co-:
 - 5.18.2 meet bi-annually either virtually or in a convenient location in East Suffolk or lpswich to be identified by SZC Co from time to time; and
 - 5.18.3 meet no later than three months after the Commencement Date.
 - 5.30.2 5.18.4meet bi-annually 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 5.18.5 meet no later than three months after the Commencement Date.
- 5.31 5.19SZC 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 5.20 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 5.24 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 of 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 5.22 Southern Transport Forum
- <u>5.36</u> 5.23On 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 5.24The Southern Transport Forum shall comprise:
 - 5.37.1 5.24.1 one representative to be nominated by East Suffolk Council to represent the Aldeburgh and Leiston ward;
 - <u>5.37.2</u> 5.24.2 one representative to be nominated by Suffolk County Council to represent the Leiston division; and
 - <u>5.37.3</u> <u>5.24.3</u>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.
- <u>5.38</u> 5.25The Southern Transport Forum shall not later than one month after its establishment invite one <u>elected councillor representative</u> from <u>each of</u> the following parishes to join the Southern Transport Forum:
 - 5.38.1 5.25.4 one elected councillor or clerk nominated by Hacheston Parish Council;
 - 5.38.2 5.25.2 one elected councillor or clerk nominated by Wickham Market Parish Council;
 - 5.38.3 5.25.3 one elected councillor or clerk nominated by Levington Parish Council;
 - 5.38.4 5.25.4 one elected councillor or clerk nominated by Farnham Parish Council;
 - <u>5.38.5</u> <u>5.25.5</u> one elected councillor or clerk nominated by Stratford St Andrew Parish Council;
 - 5.38.6 5.25.6 one elected councillor or clerk nominated by Nacton Parish Council;
 - 5.38.7 <u>5.25.7one elected councillor or clerk nominated by Campsea Ashe Parish Council:</u>
 - 5.38.8 5.25.8 one elected councillor or clerk nominated by Marlesford Parish Council;
 - <u>5.38.9</u> <u>5.25.9</u> <u>one elected councillor or clerk nominated by Little Glemham Parish Council:</u>
 - 5.38.10 5.25.10 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 5.25.11 one elected councillor or clerk nominated by Melton Parish Council; and
 - <u>5.38.13</u> <u>5.25.12one elected councillor or clerk nominated by Saxmundham Parish Council.</u>
- 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 5.26 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 5.27The Southern Transport Forum shall:
 - 5.41.1 5.27.1 be chaired by an independent chair recruited and appointed by SZC Co-:
 - 5.41.2 5.27.2 meet bi-annually guarterly either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time; and

- 5.27.3 meet no later than three months after the Commencement Date.
- 5.27.4 meet bi-annually either virtually or in a convenient location in East Suffolk or lpswich to be identified by SZC Co from time to time; and
- 5.41.3 5.27.5 meet no later than three months after the Commencement Date.
- <u>5.42</u> 5.28SZC 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 5.29 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 5.30 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 Group⁴⁵

- 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,
- 6.1.3 or such alternates as may be nominated by those representatives from time to time.
 - <u>6.1.4</u>SZC Co and the Councils agree that meetings of the Planning Group shall:
 - 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 <u>of which</u> is a member representing Suffolk County Council and one <u>of which</u> is a member representing SZC Co) are present.
 - 6.1.4 6.1.5 The Planning Group shall meet no later than three months after the Commencement Date.

Note: a Communications sub-group reporting to the Planning Group is intended to be established under this agreement and is subject to further consideration by SZC Co.

- 6.1.5 6.1.6SZC Co shall be responsible for the administration of convening and holding meetings of the Planning Group.
- 6.1.6 6.1.7The 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.
- 6.1.8 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 6.1.9In the event that any of the quorate members 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 days 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 6.1.46.1.3); 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 6.1.10In the event that any of the quorate members 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) <u>shall make such terms of reference for its governance and administration</u> 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 <u>of which</u> is a member representing Suffolk County Council and one <u>of which</u> 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)) <u>upon which the members are unable to agree unanimously</u> 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 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 days-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 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:
 - 7.1.8In the event that any of the quorate members-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 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 15.6; 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 (index-linked) 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;
 - <u>9.2.2</u> <u>the Delivery Steering group shall seek resolution to the issue pursuant to paragraph 3.9 of this Schedule to the satisfaction of all parties;</u>
 - 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

<u>Decision that may have already have been reached but which is not the subject to a Fast-Track Decision Dispute.</u>

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 [insert name of director] Humphrey Cadoux-Hudson in the presence of | (Signature of director) |
| (Name of witness) | |
| | |
| (Address of witness) | |
| (Signature of witness) | |

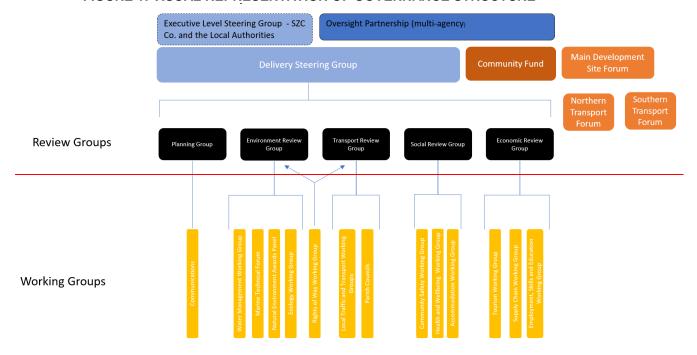
LIST OF PLANS AND ANNEXURES

| Plans | |
|------------------|--|
| Plans | |
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| 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 |
| Annexes Annexure | <u>es</u> |
| 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 |

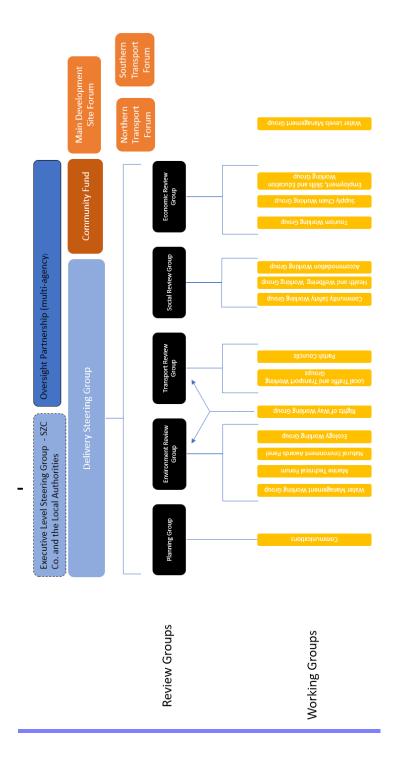
| Annex H | Implementation Plan | | | |
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| Annex I | Marine Technical Forum Terms of Reference | | | |
| Annex J | Operational Travel Plan Framework Principles | | | |
| Annex K | Construction Traffic Management Plan | | | |
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| Annex O | Contingent Effects | | | |
| Annex P | B1078 Road Safety Improvements | | | |
| Annex Q | B1122 Corridor Repurposing Early Years Scheme | | | |
| Annex R | Leiston Scheme | | | |
| Annex S | Marlesford and Little Glemham Scheme | | | |
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| Annex U | MMP for Minsmere – Walberswick and Sandlings (North) | | | |
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| Annex W | Noise Mitigation Scheme | | | |
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| Annex Y | Leiston Cycling and Walking Improvements | | | |
| Annex Z | Maintenance Area | | | |
| Annex AA | Policing KPIs | | | |
| Annex AB | Informal Recreation and Green Space Proposals | | | |

ANNEX A

FIGURE 1: VISUAL REPRESENTATION OF GOVERNANCE STRUCTURE 461



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) 472 [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) ¹⁸³[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:
 - "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]
 - ²⁰["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.

⁴⁷² Drafting Note: To be included where the Principal Deed requires the onward payment of a contribution to the Recipient.

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

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

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. 216 ISZC 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.
- 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 <u>or which has not been Committed</u> within five years of the date that amount was paid by the Council, the Recipient shall pay any such unspent <u>or not Committed</u> monies

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 ^I[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

 §[SZC Co shall <u>at its sole cost</u> have the right to be involved in publicity activities relating to such <u>mitigation</u> works, projects or benefits in consultation with the Recipient.]

8. 2210 [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.

<u>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.</u>

But 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.

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.

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 [insert name of director] in the presence of | (Signature of director) |
| (Name of witness) | |
| | |
| (Address of witness) | |
| (Signature of witness) | |
| [Executed as a Deed by [RECIPIENT] acting by [name] in the presence of | (Signature of authorised signatory) |
| (Name of witness) | |
| | |
| | |

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

| (Address of witness) | | | | | |
|-------------------------|--|--|--|--|--|
| | | | | | |
| (Signature of witness)] | | | | | |

ANNEX C

²⁴LIST OF PRE-COMMENCEMENT OBLIGATIONS IN THE SCHEDULES

PART A

PART A

| Pay | ments to | be n | nade d | n or | before | Commencement | of 1 | the Pro | ject |
|-----|----------|------|--------|------|--------|--------------|------|---------|------|
|-----|----------|------|--------|------|--------|--------------|------|---------|------|

- 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)
- <u>4. Schedule 2, paragraph 3.1 (Programme Management Function and Transport Management Function)</u>
- 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. 1.Schedule 3, Paragraph 2.4 paragraph 2 (Housing Fund)
- 2. Schedule 3, Paragraph 2.5 (Housing Fund)
- 11. 3. Schedule 4, Paragraph 3.1.1(A) paragraph 3.1.1 (Emergency Services 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. Schdeule 7, paragraph 5.2 (Economic Development Business Support Service)
- 25. 4.Schedule 8, Paragraph 2.1.1 paragraph 3.1.1 (First Leiston Abbey Site)
- 26. 5-Schedule 8, Paragraph 2.2.1 paragraph 3.2.1(A) (Second Leiston Abbey Site)
- 27. Schedule 8, paragraph 3.2.2(A) (Second Leiston Abbey Site)
- 28. 6-Schedule 10, Paragraph paragraph 2.1.1 (Sports Facilities Design and Works Payment)

²⁴ Note: This Annex will be updated to reflect the changes made in the Schedules.

- 29. 7.Schedule 11, Paragraph 3.1 paragraph 3.1.1 (Land Management and Skills Scheme)
- 30. 9.Schedule 11, Paragraph 3.4 (Land Management and Skills Scheme SCHAONB)Schedule 11, Paragraph paragraph 4.1 (Natural Environment Improvement Project Officer)
- <u>31.</u> <u>10.</u>Schedule 11, <u>Paragraph paragraph</u> 4.3 (SZC Natural Environment Implementation Manager)
- 32. 11. Schedule 11, Paragraph 6.1 paragraph 12.1 (European Sites Access Contingency Funds 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. 12. Schedule 14, Paragraph 2.3.1 paragraph 2 (Sizewell C Community Fund)
- 37. Schedule 15, paragraph 2.1 (Tourism Support Resources)
- 38. 13. Schedule 15, Paragraph 2.1 (Tourism Programme Manager) paragraph 3 (Tourism Fund)
- 14.Schedule 15, Paragraph 3.1.1 (Tourism Fund)
- 39. 15. Schedule 16, Paragraph 5.1 paragraph 5.1.3 (B1078 Road Safety Contribution PROW Fund)
- 40. 16. Schedule 16, Paragraph 7.1.2 paragraph 8 (Highway Maintenance A12 Contribution)
- 41. 17. Schedule 16, Paragraph 9.1.1 paragraph 9 (Highway Design and Supervision Fees Leiston Cycling and Walking Contribution)
- 42. 18. Schedule 16, Paragraph 12.1 paragraph 13 (PROW Fund 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. 19. Schedule 3, Paragraph 6.1.1 paragraph 7.1.1 (Accommodation Working Group)
- <u>46.</u> <u>20.</u>Schedule 4, <u>Paragraph 5.1 paragraph 10.1 (Community Safety Working Group)</u> <u>Working Group)</u>
- 21.Schedule 6, Paragraph 4.1 (Health and Wellbeing Working Group)
- <u>47.</u> <u>22.</u>Schedule <u>76</u>, <u>Paragraph 2.9.1 paragraph 6.1 (Economic Review-Health and Wellbeing Working Group)</u>
- 48. 23. Schedule 7, Paragraph 2.10.1 paragraph 2.12.1 (Employment Skills and Education Working Economic Review Group)
- 49. Schedule 7, paragraph 2.13.1 (Employment, Skills and Education Working Group)
- <u>50.</u> <u>24.Paragraph 3.3.1-Schedule 7, paragraph 4.3.1 (Supply Chain Working Group)</u>
- 51. 25. Schedule 11, Paragraph 12.1 paragraph 15.1 (Environment Review Group)
- 52. 26. Schedule 11, Paragraph 14.1 paragraph 17.1 (Ecology Working Group) Working Group)
- 53. Schedule 11, paragraph 18.1 (Natural Environment Awards Panel)
- 54. Schedule 15, paragraph 5.1 (Tourism Working Group)
- 27.Schedule 15, Paragraph 5.1 (Tourism Working Group)
- <u>55.</u> <u>28.</u>Schedule 16, <u>Paragraph 3.1 paragraph 4.1 (Transport Review Group)</u>

- <u>56.</u> 29. Schedule 16, Paragraph 4.1 paragraph 5.1 (Rights of Way Working Group) 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. 30. Schedule 17, Paragraph paragraph 3.1 (Delivery Steering Group)
- 64. 31. Schedule 17, Paragraph paragraph 6.1.1 (Planning Group)
- 65. 32. Schedule 17, Paragraph 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 2<u>16</u>, Paragraph 0-paragraph 5.9 (Requirements Discharge-Local Transport Programme)

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

- 73. 34. Schedule 3, Paragraph 5.1 paragraph 6.1 (Accommodation Management System)
- 74. 35. Schedule 4, Paragraph 2, paragraph 2.1 (On-site Emergency Response)
- 75. Schedule 4, paragraph 11 (On-Site Police Accommodation)
- <u>76.</u> 36. Schedule 6, Paragraph 2.1 paragraph 2 (Sizewell Health)
- 37. Schedule 7, Paragraph 2.1.1 (Workforce Delivery Strategy Site Operations / Site Services / Enabling Works Phase)
- <u>77.</u> 38.Schedule 7, Paragraph 2.1.3 (Schedule 7, paragraph 2.1.4 (Construction Workforce Delivery Strategy Programme)
- 78. 39. Schedule 7, Paragraph 2.7.1 paragraph 2.9.2 (Sizewell C Jobs Service Coordinator)
- 79. 40. Schedule 7, Paragraph 2.8.1 paragraph 2.10.1 (Young Sizewell C)
- 41. Schedule 11, Paragraph 2.1 (Natural Environment Improvement Fund)
- 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. 42.Paragraph 11.1.1 Schedule 11, paragraph 11.1 (Environment Co-ordinator)

- 85. Schedule 11, paragraph 13.1 (Habitats Bond)
- 86. Schedule 12, paragraph 2 (Noise Mitigation Scheme)
- <u>87.</u> 43. Schedule 14, <u>Paragraph paragraph</u> 2.2 (Deed of Transfer and Administration Agreement)
- 88. 44. Schedule 14, Paragraph paragraph 2.4 (Administration Agreement)
- 89. 45. Schedule 14, Paragraph paragraph 2.5 (Administration Agreement)
- 90. 46. Schedule 16, Paragraph paragraph 2.1 (TMMS)
- <u>91.</u> 47. Schedule 16, Paragraph 3.3.1 paragraph 2.6 (Transport Coordinator Delivery Coordinator)
- <u>92.</u> 48. Schedule 16, Paragraph 6.1.1 (Highway Maintenance Survey) 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. 49.Paragraph 7.1 Schedule 16, paragraph 12.1 (AIL Structural Survey)
- 98. 50. Schedule 16, Paragraph 7.3 paragraph 12.4 (AIL Route Scheme)

PART B

Payments to be made on or before Commencement of particular works

- 51. Schedule 8, Paragraph 3 (SCC Archaeological Monitoring Contribution)
- 99. 52.Schedule 10, Paragraph Schedule 10, paragraph 2.2.2 (Leiston Sports Facilities Works Payment)
- 100. Schedule 11, paragraph 9.1 (Eel and Migratory Fish)
- 101. Schedule 11, paragraph 9.3 (Fish Contingency Fund)

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

102. 53. Schedule 9, Paragraph 2.2 paragraph 1.2 (Detailed Implementation Programmes)

Obligations to be satisfied before Commencement of particular works

- <u>54.</u>Schedule 10, <u>Paragraph paragraph</u> 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)

PART C

Obligations requiring compliance prior to Commencement

Draft 24 September 2021: Subject to Contract

- <u>107.</u> <u>55.</u>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 856., Paragraph 4.2 paragraph 4 (SCC Archaeological Service)
- 57. [Schedule 10, Paragraph 2.2.3 (Provision of the Leiston Sports Facilities)]
- 111. Schedule 16, paragraph 11.2 (Signage Strategy Consultation)
- 112. Schedule 16, paragraph 14 (Highway Work Audits)
- 113. 58.Paragraph 11 Schedule 16, paragraph 15 (Highways Agreements)
- <u>114.</u> <u>59.</u>Schedule 17, <u>Paragraph paragraph 2</u> (Governance)
- 115. Schedule 17, paragraphs 5.1 to 5.3 (Community Groups)
- <u>116.</u> 60.

ANNEX D

²⁵SUMMARY OF FINANCIAL CONTRIBUTIONS TABLE

| CONTRIBUTION | TOTAL | | RECIPIENT(S) | | PHASING |
|---|------------------|----------------------------|--|---|---------|
| | | | | Linked to Commencement Date | Other |
| Schedule 2, Paragraph 2: East Suffolk Council Officer Support | £1,451,160 | East Suffolk Council | £178,409 on or before Commencement £178,409 annually on each anniversary of the Commencement Date during the Construction Period | | |
| Schedule 2, Paragraph 3paragraph 2: East Suffolk County Council Officer Support | £1,728,000£1,796 | <u>5,034</u> | East Suffolk County Council | £144,000-178,409 on or before Commencement £144,000-120,940 annually on each anniversary of the Commencement Date during the Construction Period £57,479 annually on each anniversary of the Commencement | |

²⁵ Note: This Annex will be updated to reflect the changes made in the Schedules.

| CONTRIBUTION | TOTAL | RECIPIENT(S) | | PHASING |
|---|------------|---------------------------|---|---------|
| | | | Date for the first six years of construction | |
| Schedule 2, paragraph 3: Suffolk County Council Officer Support | £1,788,000 | Suffolk County Council | £204,000 on or before Commencement £144,000 annually on each anniversary of the Commencement Date during the Construction Period | |
| Schedule 2, Paragraph paragraph 4: SZC Support Contributions | £3,600,000 | East Suffolk Council | £150,000 on or before Commencement £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 | |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | | PHASING |
|--|-------------|----------------------|---|---|
| Schedule 2, Paragraph 5paragraph 5.1: Noise and Air Quality Monitoring | £[•]93,412 | East Suffolk Council | £[]-£10,000 on or before Commencement £[] annually on each anniversary £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 Commencement Date during the Construction Period | |
| Schedule 2, Paragraph Xparagraph 5.4: Noise and Air Quality Monitoring Contingency | £348,734.40 | East Suffolk Council | | In the event that new legislation is passed requiring additional noise and air quality monitoring and from that date: £75,000 on or before Commencement £22,916.80 on the first eight anniversaries of the Commencement Date occurring during the Construction Period £22,600 on the ninth to twelfth anniversaries of the Commencement Date occurring during the Construction Period 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 paragraph 6: Public Information Portal | £25,000 | East Suffolk Council | £25,000 on or before Commencement | |
| Schedule 3, Paragraph paragraph 2: Housing Fund | £[•]£11,877,975 | East Suffolk Council | £[•]-£220,000 on or before Commencement £[•] annually 220,000 on or before the first six anniversaries of the Commencement Date £[•] annually £500,000 on or before the first anniversary of the Commencement Dateduring the Construction Period £[•] annually between the second anniversary of the Commencement Date and the end of the Construction Period | £[•] £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 £[•] annually on the first £1,139,661 on each anniversary to of the sixth anniversary date of the approval of the Private Housing Supply Plan prior to and including the sixth anniversary of that date £[•] £100,000 no later than [one] month following the date of the approval of the Tourist Accommodation Plan £[•] annually on or before the 81,819 on each anniversary of the date of the approval of the Tourist Accommodation Plan occurring during the Construction Period |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | | PHASING |
|---|------------------------|--|--|---|
| Schedule 3, Paragraph [Jaragraphs 3.1 and 4: Housing Contingency Fund (East Suffolk Council) | £10,000,000£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 Accommodation Working Group on an annual basis | Lip to £4,020,000 determined in accordance with paragraph 4.1.4, in the event of a breach of paragraph 4.1.1(B) Up to £4,020,000 determined in accordance with paragraph 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 3paragraph 3: Emergency Services Police Contribution | £[♣]£8,000,000 | Suffolk County Council (for onward payment to the Suffolk Constabulary, Suffolk Fire and Rescue and East of England Ambulance Service Trust) | £[•]£227,142.08 on or before Commencement the sum of £[•] to be paid in [•] equal annual instalments beginning on £326,657.08 on or before the first anniversary of the Commencement Date £923,747.08 on or before the second | £[•] in the following instalments £[•] in tranches against the presentation of an invoice |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | PHASING |
|--------------|-------|--------------|---|
| | | | 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 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 |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | PHASING |
|---|---------------|---|--|
| | | | 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 £47,993.20 on or before each of the second, third, fourth and fifth anniversaries of the |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | PHASING |
|--------------|-------|--------------|--|
| | | | Commencement Date £72,993.20 on or before the sixth anniversary of the Commencement Date £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 |
| | | | £5,663.32 on or before Commencement and on each subsequent anniversary of the Commencement Date throughout the Construction Period £64,332 on or before Commencement and on each subsequent anniversary of the |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | PHASING |
|---|----------|--|---|
| | | | Date throughout the Construction Period |
| Schedule 4, paragraph 5: Ambulance Service Contribution | £750,000 | Suffolk County Council (for onward payment to the East of England Ambulance Service NHS Trust) | £23,158 on or before Commencement and on or before the first anniversary of the Commencement Date £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 £20,202 on or before Commencement and or before each anniversary of the Commencement Date during the Construction Period |
| | | | £122,000 on or before the second anniversary of the |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | | PHASING |
|--|------------|--|--|---|
| | | | Commencement Date | |
| 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) | £50,000 on or before Commencement £50,000 on or before Commencement | |
| Schedule 4, paragraph 7: Police Reserve Fund | £1,500,000 | Suffolk County Council (for onward payment to the Suffolk Constabulary) | | £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. |
| Schedule 4, Paragraph paragraph 8: Emergency Services Contingency Contribution | £446,548 | 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) | | Up to £446,548 as and when requested following the occurrence of defined events and subject to approval by by SZC CoUp 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. |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | PHASING | 3 |
|---|------------|---|---|----------|
| Schedule 4, paragraph 9: Suffolk Constabulary Facilities Contribution | £450,000 | Suffolk County Council (for onward payment to the Suffolk Constabulary) | 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 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 | £128,032 within 3 months of the Commencement Date £88,133 on or before the first anniversary date of the Commencement Date £127,526 on or before the 1 May following the second anniversary of the Commencement Date £160,524 on or before the 1 May following the third anniversary of the | |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | PHASING |
|--------------|-------|--------------|--|
| CONTRIBUTION | TOTAL | REGIFIENT(S) | Commencement Date £222,419 on or before the 1 May following the fourth anniversary of the Commencement Date £247,158 on or before the 1 May following the fifth anniversary of the Commencement Date £276,521 on or before the 1 May following the sixth anniversary of the Commencement Date £235,557 on or before the 1 May following the seventh anniversary of the Commencement Date £170,090 on or before the 1 May following the eighth anniversary of the Commencement Date £170,090 on or before the 1 May following the eighth anniversary of the Commencement Date |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | PHASING |
|--|------------|----------------------|--|
| | | | £94,244 on or before the 1 May following the ninth anniversary of the Commencement Date £83,907 on or before the 1 May following the tenth anniversary of the Commencement Date £74,281 on or before the 1 May following the eleventh anniversary of the Commencement Date Commencement Date |
| Schedule 5, Paragraph 2.1paragraph 2.2: Public Services Resilience Fund (Local Community Safety and Community Health Measures) | £1,601,960 | East Suffolk Council | the sum of £[•] £395,324 within [•] 3 months of the Commencement Date or on or before the £1 May]-following Commencement (if earlier); following-£128,331 annually from the first anniversary of the Commencement Date, the sum of £[•] annually until the sixth anniversary of |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | PHASING |
|--|------------|---------------------------|--|
| | | | the Commencement date on or before each [1 May], £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 paragraph 2.3-and 2.3-2: Public Services Resilience Fund (Social Care Resilience and School and Early Years ResilienceMeasures - Adult Community Services) | £2,077,188 | Suffolk County Council | the sum of £17,593 on or before the first anniversary of the Commencement Date £17,593 on or before the 1 May following the second anniversary of the Commencement Date the sum of ££114,354within [•] months £342,544 on or before the 1 May following the third, fourth and fifth anniversaries of the Commencement Dateer on or before the [1 May] following Commencement (if |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | PHASING |
|--------------|-------|--------------|---|
| | | | earlier) Provided That the Community Safety Working Group has approved the initiatives to be funded; |
| | | | following the first £342,544 on or before the 1 May following the sixth anniversary of the Commencement Date, the sum of £[|
| | | | £342,544 on or before the 1 May following the seventh anniversary of the Commencement Date |
| | | | £299,609 on or before the 1 May following the eighth anniversary of the Commencement Date |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | | PHASING |
|---|------------|---------------------------|--|--|
| | | | £15,592 on or before the 1 May following the ninth anniversary of the Commencement Date £9,658 on or before the 1 May following the tenth anniversary of the Commencement Date £4,422 on or before the 1 May following | |
| | | | the eleventh anniversary of the Commencement Date | |
| Schedule 5, paragraph 2.4: Public Services Resilience Fund (Social Care Resilience Measures - Adult Community Services Contingency) | £1,000,000 | Suffolk County Council | | 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 |
| Schedule 5, paragraph 2.5: Public Services Resilience Fund (Social Care Resilience Measures - Children and | £1,920,814 | Suffolk County Council | £1,226 on or within 3 months of the Commencement Date £61,628 on or before the first anniversary | |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | PHASING |
|--------------------------|-------|--------------|--|
| Young People's Services) | | | of the Commencement Date £64,135 on or before the 1 May following the second anniversary of the Commencement Date £302,781 on or before the 1 May following the third anniversary of the Commencement Date £305,886 on or before the 1 May following the fourth anniversary of the Commencement Date £307,469 on or before the 1 May following the fifth anniversary of the Commencement Date £309,236 on or before the 1 May following the sixth anniversary of the Commencement Date £309,236 on or before the 1 May following the sixth anniversary of the Commencement Date £309,236 on or before the 1 May following the sixth anniversary of the Commencement Date |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | PHASING |
|---|----------|---------------------------|--|
| CONTRIBUTION | TOTAL | RECIPIENT(S) | £306,772 on or before the 1 May following the seventh anniversary of the Commencement Date £157,743 on or before the 1 May following the eighth anniversary of the Commencement Date £54,567 on or before the 1 May following the ninth anniversary of the Commencement Date Commencement Date Commencement Date |
| | | | £33,845 on or before the 1 May following the tenth anniversary of the Commencement Date £15,526 on or before the 1 May following the eleventh anniversary of the Commencement Date |
| Schedule 5, paragraph 2.6: Public Services Resilience | £100,000 | Suffolk County Council | £100,000 within 3 months of the |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | | PHASING |
|---|------------|---------------------------|---|---|
| Fund (Social Care Workforce Resilience Planning Measures) | | | Commencement Date | |
| Schedule 5. paragraph 2.7: Public Services Resilience Fund (School and Early Years Resilience Measures) | £1,059,660 | Suffolk County Council | £61,305 within 3 months of the Commencement Date or on or before the 1 May following Commencement (if earlier) £61,305 annually on or before each 1 May following the first anniversary of the Commencement Date until the end of the Construction Period | 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 paragraph 4: School and Early Years Capacity Contribution | £1,920,252 | Suffolk County Council | | Up to £[●] as and when requested subject to approval Up to a maximum of £1,920,252 as approved by the Social Review Group in accordance with paragraph 4 |
| Schedule 5, Paragraph 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 |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | | PHASING |
|---|------------|--|--|---------|
| Schedule 6, Paragraph paragraph 3: Residual Healthcare Contribution | £1,112,618 | Suffolk County Council | £200,000 on or before the Commencement Date the sum of £200,000; on or before the second anniversary of the Commencement Datethe sum of £200,000; £270,000 on or before the fifth anniversary of the Commencement Datethe sum of £270,000; £310,000 on or before the seventh anniversary of the Commencement Datethe sum of £310,000; £132,618 on or before the ninth anniversary of the Commencement Datethe sum of £132,618; | |
| Schedule 6, paragraph 4: Health and Wellbeing Officer Contribution | £447,697 | Suffolk County Council (for onward payment to the Ipswich and East | £113,461 on or before Commencement | ≛ |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | PHASING |
|--|---------|--|---|
| | | Suffolk Clinical Commissioning Group (or successor body)) | £170,191 on or before the second anniversary of the Commencement Date £113,461 on or before the fifth anniversary of the Commencement Date £50,584 on or before the seventh anniversary of the Commencement Date £50,0584 on or before 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)) | £2,600 on or before Commencement £3,900 on or before the second anniversary of the Commencement Date £2,600 on or before the fifth anniversary of the Commencement Date £2,600 on or before the seventh anniversary of the Commencement Date £2,600 on or before the seventh anniversary of the Commencement Date |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | PHASING | | |
|--|------------|---------------------------|---|--|--|
| | | | £5,200 on or before the ninth anniversary of the Commencement Date | | |
| Schedule 7, Paragraph 2.5paragraph 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 [] Working Days 30 days of the date that the Employment, Skills and Education Working Group approves the first Annual Skills Implementation Plan relating to a particular that Construction Phase. | |
| Schedule 7, Paragraph paragraph 2.3: Regional Skills Co-ordination Function | £1,300,000 | Suffolk County Council | The sum of £85,000 within [•] months of Commencement; and The sum of £85,000 annually thereafter from the first anniversary of the Commencement date to the end of the Construction Period; | In equal instalments or annual instalments proposed by Suffolk County Council and approved by the ESEWG | |
| Schedule 7, Paragraph 2.5paragraph 2.6: Sizewell C Bursary Scheme Fund | £750,000 | n/a | | Annually in accordance with the relevant Annual Skills Implementation Plan | |
| Schedule 7, Paragraph paragraph | £1,600,000 | Suffolk County Council | | In annual instalments during <u>During</u> the Construction Period on the date of the | |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | | PHASING |
|---|------------|---------------------------|---|--|
| 2.4: Sizewell C Employment Outreach Fund | | | | approval of each in equal annual instalments or such alternative annual instalments as are approved in the Annual Skills Implementation Planin amounts to be determined by the ESEWG |
| Schedule 7, Paragraph [x]paragraph 2.5: Sizewell C Employment Outreach Contingency Fund | £400,000 | Suffolk County Council | | In the event that the ESEWG determines that the Number of Additional Sizewell C Employment Outreach Placements is greater than or equal to one |
| 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: Economic Development | £1,820,000 | East Suffolk Council | £140,000 on or before Commencement and annually thereafter on the anniversary of the Commencement Date until the end of the Construction Period | |
| Schedule 7, paragraph 5.2: | £2,340,000 | East Suffolk Council | £180,000 on or before | |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | | PHASING |
|---|--------------------|--|---|--|
| Economic Development Business Support Service | | | 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 paragraph 3.1: Leiston Abbey Site (First Site) | £100,000 | East Suffolk Council (for onward payment to RSPB) | £100,000-80,000 on or before Commencement £20,000 on or before the eighth anniversary of the Commencement Date | |
| Schedule 8, Paragraph paragraph 3.2: Leiston Abbey Site (Second Site) | £750,000£1,240,224 | East Suffolk Council (for onward payment to the Historic Buildings and Monuments Commission for England) | £750,000 654,134 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 paragraph 4: SCC Archaeological Monitoring Contribution | £288,750 | Suffolk County Council | | Up to £288,750 against Within 30 days of the presentation of invoices |
| Schedule 10, Paragraph paragraph 2: Leiston Sports Facilities | <u>Up to</u> £1,092,000 | East Suffolk Council | £[•]-£75,000 on or before Commencement | Up to £[●] within [●] weeks of the approval of details submitted Up to £1,017,000 within 30 days of presentation of invoice confirming amount of remainder in accordance with £55,000 annually during the Construction Period on the date of the first occupation of the Leiston Sports Faclities Requirement 12A; paragraph 2.2.2 |
| Schedule 10, Paragraph 6.1paragraph 2.4: Access Monitoring Contributions Annual Maintenance Payment | £[•]Up to £660,000 | East Suffolk Council | £[•] on or before Commencement | Annually £55,000 from first use of Leiston Sports Facilities until the end of Construction Period |
| Schedule 11, Paragraph 1: European Sites Access Contingency Fund" | £[●] | East Suffolk Council | £[•] on or before [Commencement] | Up to £[●] in accordance with the MMP for Sandlings (Central) and Alde-Ore Estuary |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | | PHASING |
|--|------------------------|--|--|--|
| Schedule 11, Paragraph Error! Reference source not found.: Minsmere and Sandlings (north) Contingency Fund | £[●] | East Suffolk Council | | Up to £[●] in accordance with the MMP for Minsmere – Walberswick and Sandlings (North) |
| Schedule 11, Paragraph 2.9paragraph 2.2: Natural Environment Improvement Fund | £10,033,300-£9,703,300 | Suffolk County Council (for onward payment to the successful bidders) | | Up to £6,466,640 during the Construction Period and £3,566,660 for the period of three years following the Construction Period, when a bid for funding is 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 | |
| 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 | |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | | PHASING |
|---|-----------------------------|--|---|---|
| Schedule 11, | C2 000 000 | Foot Suffalls Council | Date until the end of the Construction Period and the following three years | Up to C2 000 000 outlined to approved by the |
| paragraph 6: European Sites Access Contingency Fund | £2,000,000 | East Suffolk Council (for onward payment to RSPB, National Trust, Natural England, Forestry England or Suffolk Wildlife Trust) | | Up to £2,000,000 subject to approval by the Environment Review Group |
| Schedule 11, Paragraph paragraph 7: Recreational Disturbance Avoidance Mitigation Contribution | £[●]£150,000 | East Suffolk Council | | Prior to On or before first occupation of the Accommodation Campus or the LEEIE Caravan Park, whichever occurs earlier |
| Schedule 11, Paragraph 7.3paragraph 8: Fen Meadow Contingency Fund | £3,000,000 | East Suffolk Council | | At the end of Year 10On 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 Meadow Target Quantum has been met |
| Schedule 11, paragraph 91: Eel and Migratory Fish Mitigation Measures Fish Monitoring and Migration | <u>€[£</u> 500,000 <u>]</u> | East Suffolk Council for onward payment to the Environment Agency | | On or before commencement Commencement of Work No. 2A-2F (cooling water infrastructure and drainage outfall) |
| Schedule 11, paragraph 9.5: Smelt | £ [•] 750,000 | East Suffolk Council for onward payment to | | Subject to approval by the Marine Technical Forum |

| CONTRIBUTION Fish Contingency | TOTAL | | RECIPIENT(S) | | PHASING |
|--|-------------------|---------------------------------------|--|---|---------|
| Fund | | | Agency | | |
| Schedule 11, paragraph 12.1 Farmland Bird Mitigation Fund | £300,000 | | East Suffolk Council for onward payment to landowners | On-£100,000 on or before the Commencement Date, and annually on or before the first two anniversaries of the Commencement Date, SZC Co shall pay £100,000 to East Suffolk Council to be used to establish the Farmland Bird Mitigation Fund | |
| Schedule 11, Paragraph 4.1: Natural Environment Improvement Project Officer | €(●) | | Suffolk County Council | £[•] on or before [Commencement] and annually thereafter for the duration of the Construction Period and the following three years | |
| Schedule 11, Paragraph 4.2: SZC Natural Environment Implementation Manager | ≿[•] | East Suffolk Council | £[●] on or before [Commencement] and annually thereafter for the duration of the Construction Period and the following three years | | |

| CONTRIBUTION | TOTAL | | RECIPIENT(S) | | PHASING |
|--|---------------------|------------------------------|---|--|----------------|
| Schedule 11, Paragraph Error! Reference source not found. and 3.1: Land Management and Skills Scheme | €[•] | 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 | | |
| Schedule 11, Paragraph 3.4 and 3.4.2: Land Management and Skills Scheme (SCHAONB) | | Suffolk County Council | £[•] on or before Commencement and £[•] annually thereafter for the duration of the Construction Period and the following three years | | |
| Schedule 13, Paragraph paragraph 2.1: National Trust Dunwich Heath and Coastguard Cottages Resilience Fund | <u>£[●]£851,365</u> | | East Suffolk Council (for onward payment to the National Trust) | commencement £255,409.50 on or before the sixth anniversary of the Commencement Date | [●] |
| Schedule 13, Paragraph paragraph 2.2: Pro Corda Resilience Fund | £500,000 | | East Suffolk Council (for onward payment to the Pro Corda) | E1364,000 on or before the third anniversary of the | [●] |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | | PHASING |
|---|----------------|---|--|---------|
| | | | Commencement Date | |
| Schedule 13, Paragraph paragraph 2.3: RSPB Resilience Fund | £[•]£2,520,000 | East Suffolk Council (for onward payment to RSPB) | £2,142,000 on or before Commencement £378,000 on or before the sixth anniversary of the Commencement Date | |
| Schedule 14, Paragraph 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 | |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | | PHASING |
|---|----------------------|---------------------------------------|--|---|
| Schedule 15, Paragraph 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 | £571,429 annually on each anniversary of the Commencement Date during the Construction Period and for three years therefafter |
| Schedule 16, Paragraph 2paragraphs 4.6 and 4.7: Tourism Support Resources Contingent Effects Fund | £3,000,000£1,645,000 | East Suffolk <u>County</u> Council | £200,000 on the Commencement Date and thereafter annually during the Construction Period and for three years therefafter | Up to £1,645,000 as and when requested by the Transport Review Group in accordance with paragraphs 4.6 and 4.7 |
| Schedule 16, paragraph 5.1.3: PROW Fund | £2,500,000 | Suffolk County Council | £2,500,000 on or before Commencement | |
| Schedule 16, Parargaph paragraph 7.2: Highway Structural Maintenance Contribution | £585,133 | Suffolk County Council | | 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. |
| Schedule 16, Paragraph 8paragraph 8.1: A12 Contribution | £2,300,000£2,336,820 | Suffolk County Council | £ 2,300,000 <u>2,336,820</u> on or | |

| CONTRIBUTION | TOTAL | RECIPIENT(S) | | PHASING |
|---|--------------------------------|---|---|---|
| | | | before Commencement | |
| Schedule 16, Paragraph 14paragraph 9.1: Highway Design and Supervision FeesLeiston Cycling and Walking Contribution | <u>€[●]£728,185</u> | Suffolk County Council | £[•]-£468,185, on or before Commencement £[•] on or before the first anniversary of the Commencement Date. | £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. | |
| Schedule 16, Paragraph 16paragraph 14: PROW FundHighway Technical Approval and Inspection Fees | £2,500,000 % of the Bond Value | Suffolk County Council | £2,500,000 on or before Commencement | In accordance with the instalments set out in paragraph 14 |

| CONTRIBUTION | TOTAL | | RECIPIENT(S) | PHASING | | | |
|---|----------------------|--|--------------|---------|--|--|--|
| SCHEDULE 16, PARAGRAPH 4.6: CONTINGENT EFFECTS FUND£1,640,000N/AUP TO £1,640,000 AS AND WHEN REQUESTED BY THE TRANSPORT REVIEW GROUPTOTALS (EXCLUDING HIGHWAY TECHNICAL APPROVAL AND INSPECTION FEES) | | | | | | | |
| TOTALS | | | | | | | |
| Including contingency | £[•]£158,666,238 | | | | | | |
| Excluding contingency | £[•]£146,271,721 | | | | | | |

Note: Contingent sums are shown in italics

4

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 <u>out lined_outlined_below</u>. 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 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 <u>Sizewell C</u>
 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 [•]E

SZC SUPPLY CHAIN WORK PLAN

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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 Coordinator 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





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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 or 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.





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Communications: SCoC will conduct engagement of local companies via a range The Voice 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 Developments²⁶¹².
- 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.
- Event Planning and Delivery²⁷¹³: 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, be 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:

Α. Proposed SZC Supply Chain Engagement Events

²⁷¹³ Dependent upon changing Covid-19 restrictions, SCoC will investigate substituting physical events with webinars or recorded interviews ffor use on the portal.





²⁶¹² 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.

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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 events²⁸¹⁴ 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 year²⁹¹⁵ 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

²⁹¹⁵ Events will not necessarily be delivered in the order in which they are displayed in this annex.





²⁸14 All events are subject to SZC Co Approval

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The Voice of Business

- Piling
- 132Kw Electircal 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, none 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 Security³⁰16
 - · 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

³⁰¹⁶ This could possibly be run as a joint event with EEEGR





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Women in Nuclear

The Voice of Bachieve 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
- Follow our lead j.
 - Hearing from companies that have been through the process eg.g. Birketts, Poundfield Products, Ovivo, Ardent
- Routes to market k.
 - 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 COOBER 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

<u>ANNEX I</u>

MARINE TECHNICAL FORUM TERMS OF REFERENCE

ANNEX [•] <u>J</u> 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

PART A

ANNEX Z

MAINTENANCE AREA

PART B

ANNEX AA

POLICING KPIS

ANNEX AB

INFORMAL RECREATION AND GREEN SPACE PROPOSALS