



The Sizewell C Project

8.17/ Deed of Obligation Engrossment Version - 10.4 Front End of Plans

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October 2021

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



..... **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, Annexures and Plans hereto) the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"**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 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:

- (a) entered into a contract to use the relevant monies in accordance with the terms of this Deed;
- (b) resolved by committee to use the relevant monies in accordance with the terms of this Deed; or
- (c) issued an internal order or generated a financial code for the relevant works or services in question;

"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 (unless an alternative central point is agreed between SZC Co, East Suffolk Council and Suffolk County Council);

"Communication Protocol" means a protocol for the management of External Communications to be agreed between the parties in accordance with 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 that the first nuclear fuel assemblies for Unit 2 are delivered to the Main Development Site;

"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;

"Development Consent Order" 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 3;

"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 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) required by law, a court of competent jurisdiction, or any governmental or regulatory authority;

(b) in respect of any proposed amendment to the Project or the Development Consent Order;

(c) 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) required of the Councils to comply with their obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 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;

"Fen Meadow Works" means the Benhall Fen Meadow Works, the Halesworth Fen Meadow Works, and the Pakenham Fen Meadow Works;

"Freight Management Facility" 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;

"Green Rail Route" 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 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;

"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;

"Park and Rides" 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;

"Permanent Beach Landing Facility" 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(l), 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. 9(a) (northern park and ride), Work No. 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;

"Project Accommodation" 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 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 8 of the examination of the Application 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;

"Review Groups" means:

- (a) 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, paragraph 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 2.12; 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;

"SCHAONB Partnership" 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 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
- (b) 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 the SDS Construction Workforce and the Non-SDS Workforce;

"Sizewell Link Road" means Work No. 12 in Schedule 1 to the Development Consent Order;

"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;

"Temporary Marine Bulk Import Facility" 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 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;

"**Two Village Bypass**" 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 11(a) and 11(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:
- (i) 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;
 - (ii) 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) the "**Marlesford and Little Glemham Working Group**", 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) 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) 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 5.1;
- (b) the "**Social Working Groups**" being:
- (i) 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) 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 10; and
 - (iii) 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) the "**Marine Technical Forum**", being the group of that name established pursuant to the terms of reference annexed to this Deed at Annex I, as amended by the Marine Technical Forum from time to time;
 - (ii) 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 18 to make decisions on which projects should be funded through the Natural Environment Improvement Fund as defined in Schedule 11, paragraph 2;
 - (iii) 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 17; and
 - (iv) 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) 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) 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 2.13; and
 - (iii) 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 4.3,

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

"**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 all 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 references to recitals, clauses, paragraphs and schedules are references to the relevant clauses and paragraphs of and schedules to this Deed unless otherwise stated;
- 1.2.9 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 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 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 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 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 references to "notice" shall mean notice in writing;
- 1.2.16 references to "including" and "include" shall mean including without limitation;

- 1.2.17 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 the Interpretation Act 1978 shall apply to this Deed; and
- 1.2.19 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 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 as if the Relocated Facilities Works authorised by the Development Consent Order were authorised and being carried out pursuant to the Second Sizewell B Relocated Facilities Permission.

3. CONDITIONALITY

- 3.1 Subject to clauses 3.2, 3.3, and 3.4, the parties agree that clause 4 shall not have operative effect unless and until the Commencement Date has occurred, save to the extent that clause 4 relates to:
 - 3.1.1 Schedule 1 (Councils' General Obligations) and Schedule 16, paragraphs 14 and 15 which shall have operative effect from the date of this Deed; and
 - 3.1.2 Pre-Commencement Obligations, which shall have operative effect upon the date the Development Consent Order 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 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 modifications to its terms necessitated through the redetermination process as are agreed by the parties through a deed of variation or (where relevant) are determined by the Secretary of State in accordance with Article 9B of the Development Consent Order.
- 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 modifications to its terms necessitated through the redetermination process as are agreed by the parties through a 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.

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 covenant with SZC Co to perform the obligations on their respective parts contained in the Schedules.

5. **RELEASE**

SZC Co shall, upon transfer of the entirety of 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 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 so 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 so 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, 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.

8.5 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 the Expert's cost shall be at their discretion or in the event that they make 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 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 parties inviting them to submit to the Expert within 10 Working Days written submissions and supporting material and will afford to each of the 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 clauses 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 second Working Day after the date of posting.

9.3 A notice received or deemed to be received in accordance with 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 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**

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)):

$$\text{Amount Payable} = \text{Sum} \times (\text{Index at Payment Date} / \text{Index at today's date})$$

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 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 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, 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;

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 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) shall coordinate External Communications on behalf of Suffolk County Council and East Suffolk Council with SZC Co's communications team in accordance with the approved Communication Protocol. 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 mitigation works, projects or benefits in consultation with the Councils.

14. **THIRD PARTIES**

- 14.1 The Schedules to this Deed are subject to this clause 14.
- 14.2 Where:
- 14.2.1 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 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 If 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):
- 14.3.1 neither East Suffolk Council nor Suffolk County Council shall have any obligation to transfer that payment to the third party unless and until that third party has entered into such Deed of Covenant, unless otherwise agreed by the relevant Council and SZC Co;
 - 14.3.2 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 if 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 County 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 Where clause 14.3.3(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.

15. **VAT**

15.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.

15.2 SZC 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.

15.3 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. **LEGAL COMPLIANCE**

16.1 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.

16.2 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.

16.3 SZC Co and the Councils shall enter into Data Sharing and Confidentiality Agreements on or before Commencement.

17. **ENFORCEMENT**

17.1 In the event the Councils seek to enforce by injunction any restrictions or requirements imposed under this Deed, SZC Co shall not seek from the courts a cross-undertaking in damages from the Councils.

17.2 SZC Co shall indemnify each Council against any costs arising out of or as a result of that Council exercising its right under this Deed 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. **COUNCILS' POWERS**

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

19. REVIEW

- 19.1 In the event that the Construction Period does not end prior to the eleventh anniversary of the Commencement Date, within 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 the 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 the level of unspent Contributions previously paid and any Contributions yet to be paid pursuant to this Deed;
 - 19.1.3 where relevant, the agreed level of annual instalments payable in respect of a particular Contribution;
 - 19.1.4 any materially new or materially different environmental effects to those assessed in the Environmental Information; and
 - 19.1.5 the anticipated duties likely to be imposed on the Councils as a direct result of the Project which impact their normal statutory duties during the remainder of the Construction Period.
- 19.2 Following the joint review, SZC Co shall prepare a report identifying where any funding or Contributions paid or payable by SZC Co pursuant to this Deed should, either partially or fully, continue 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.
- 19.3 SZC Co shall provide a draft of the report to be completed under clause 19.2 to the Councils by not later than the 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 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).
- 19.4 SZC Co shall submit to the Councils for approval a final copy of the report completed under clause 19.2 by not later than three months prior to the twelfth anniversary of the Commencement Date.
- 19.5 In the event that the Councils consider that the final report has not had regard to their reasonable representations or amendments 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 disagreement shall be considered a Dispute to be determined by the Expert pursuant to clause 8.
- 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. VARIATION

- 20.1 No variation of this Deed shall be effective unless it is made:
- 20.1.1 in writing and executed as a deed by, or on behalf of, each of the parties; or

20.1.2 further to a determination by the Secretary of State in accordance with the provisions of the Development Consent Order.

21. 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 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 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 If SZC Co considers that further information is required to determine a request for consent, approval or agreement:

21.3.1 SZC 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 21.2.

21.4 Notwithstanding 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. 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. JURISDICTION

23.1 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 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. 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. 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 parties, 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

Unless 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 Deed it is stated that East Suffolk Council's or Suffolk County Council's consent, approval or agreement is required, the relevant Council agrees:
- 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
 - 5.1.2 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.
- 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.
- 5.4 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 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;
 - 7.1.4 public information requests; and
 - 7.1.5 the publication of spent contributions in accordance with the details provided pursuant to paragraph 3.2.

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;

"LLFA Function" 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 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;

"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 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;

"Programme Management Function" 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) coordination of all activities and engagement by Suffolk County Council in relation to the Project; and
- (c) corporate representation in relation to the Project on behalf of Suffolk County Council;

"Public Information Portal" means the online information portal hosted by East Suffolk Council pursuant to Schedule 1, paragraph 7; and

"Transport Management Function" means a function within Suffolk County Council during the Construction Period whose responsibilities shall include:

- (d) the coordination of all highways and transport matters relating to the Project on 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 Commencement 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 Commencement and on each anniversary of the Commencement Date during the Construction Period for an Energy Projects Planner; and
- 2.1.3 the sum of £57,479 per annum on or before Commencement 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 £1,796,034.

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.

3.2 SZC Co shall pay the sum of £60,000 to Suffolk County Council on or before the Commencement Date towards Suffolk County Council carrying on the LLFA Function.

3.3 SZC Co's maximum liability under this paragraph 3 shall be £1,788,000.

4. SZC SUPPORT CONTRIBUTIONS

4.1 SZC Co shall pay the sum of £150,000 to East Suffolk Council on or before Commencement 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 Commencement 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 the Project.

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

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 Commencement, £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.

5.2 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, 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.

5.4 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.

5.5 East 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 Commencement, 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, 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-ordination" means the following tasks to:

- (f) collate, review and disseminate relevant information about the Project and NHB Workers online to Accommodation Providers;
- (g) 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) collect and monitor information about:
 - (i) the stock of accommodation registered on the Accommodation Management System;
 - (ii) the number of NHB Workers registered with the Accommodation Management System; and
 - (iii) utilisation of Project Accommodation; and
- (i) 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 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 NHB Workers to contact registered Accommodation Providers;

"Accommodation Providers" means people and businesses who wish to offer accommodation to the NHB Workers and to register with the Accommodation Management System;

"Accommodation Types" means the 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 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 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;

"Housing Fund" means the fund to be established by SZC Co in the amount of £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;

"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 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 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 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

"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 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.
- 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 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 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 identify 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 Provided that the most recent payment due under paragraph 2.4 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 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, 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;

- (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 residential care home providing accommodation for people closes during the 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 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 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 3.2.1, 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.

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 4.1.4, 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 pay to East Suffolk Council from the Housing Contingency Fund up to £4,020,000 as determined in accordance with paragraph 4.1.4, 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:

$$\text{Amount Payable} = \text{£}3,350 \times (1,200 - \text{Bedspaces Delivered})$$

where:

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

"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 4.1.1(B) or paragraph 4.1.1(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:

$$\text{Amount Payable} = \text{£}1,750 \times (600 - \text{Bedspaces Delivered})$$

where:

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

"Bedspaces Delivered" is the number of bedspaces practically completed by SZC Co within the LEEIE Caravan Park on the date given in paragraph 4.2.1(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

6.1 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 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 Services 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:
- (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 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 occupancy levels of the Accommodation Campus and LEEIE Caravan Park.
- 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) the number of the SDS Construction Workforce and the Non-SDS Workforce and within each the number of NHB Workers and HB Workers;
 - (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
- (E) 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 (by school age cohort for children),

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:

- (A) use the workforce survey carried out pursuant to paragraph 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 On-Site Security to ensure that expectations of Sizewell C Construction Workforce behaviour encapsulated within the Worker Code of Conduct is implemented on-site and in the local community and that issues and community concerns related to safety and security are dealt with appropriately;

"Community Safety Resilience Measures" has the meaning given to this term in Schedule 5;

"Community Safety Working Group" means the group established pursuant to paragraph 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 co-ordinator 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/or East of England Ambulance Service NHS Trust (as relevant) to request assistance if required;
- (b) ensure a single point of contact in the event of an emergency with Suffolk Constabulary, Suffolk Fire and Rescue Service, and East of England Ambulance Service NHS 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;

"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 8;

"Estimated NHB Investigations" 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) if a Workforce Survey has not been carried out within the 9 months preceding the end of the relevant Construction Year 0.65;

"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 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 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;

"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;

"Social Care Resilience Measures (Adult Community Services)" has the meaning given in Schedule 5;

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

"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 in the following instalments by SZC Co to Suffolk County Council for onward payment to the Suffolk Constabulary:

- 3.1.1 on or before Commencement, the sum of £227,142.08;
- 3.1.2 on or before the first anniversary of the Commencement Date, the sum of £326,657.08;
- 3.1.3 on or before the second anniversary of the Commencement Date, the sum of £923,747.08;
- 3.1.4 on or before the third anniversary of the Commencement Date, the sum of £923,747.08;
- 3.1.5 on or before the fourth anniversary of the Commencement Date, the sum of £923,747.08;
- 3.1.6 on or before the fifth anniversary of the Commencement Date, the sum of £1,023,262.08;
- 3.1.7 on or before the sixth anniversary of the Commencement Date, the sum of £1,023,262.08;
- 3.1.8 on or before the seventh anniversary of the Commencement Date, the sum of £923,747.08;
- 3.1.9 on or before the eighth anniversary of the Commencement Date, the sum of £923,747.08;
- 3.1.10 on or before the ninth anniversary of the Commencement Date, the sum of £326,657.08;
- 3.1.11 on or before the tenth anniversary of the Commencement Date, the sum of £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, SZC Co shall pay the sum of £601,761.76 from the Fire and Rescue Service Contribution 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 or before Commencement, the sum of £60,914.88;
- 4.1.2 on or before the first anniversary of the Commencement Date, the sum of £35,914.88;
- 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 or before the sixth anniversary of the Commencement Date, the sum of £72,993.20; and
- 4.1.5 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 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 or before Commencement 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, SZC Co shall pay the sum of £771,984 from the Fire and Rescue Service Contribution 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 or before Commencement 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 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 each anniversary of the Commencement Date occurring during the Construction Period, the sum of £20,202; and

5.1.3 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**

6.1 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.

6.2 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 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.

A	B	C
Construction Year	Budgeted NHB Investigations	Investigation Trigger
1	131	163
2	197	229
3	591	623
4	591	623
5	591	623
6	657	689
7	657	689
8	591	623
9	591	623
10	197	229
11	131	163
12	131	163

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.

7.3 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.

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 8.4, SZC Co shall pay the following to East Suffolk Council from the Emergency Services Contingency Contribution:

8.1.1 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 8.4 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 £63,038; and

8.1.2 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 determined and approved in accordance with paragraph 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 8.4, SZC Co shall pay the following to Suffolk County Council from the Emergency Services Contingency Contribution:

8.2.1 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 determined and approved in accordance with paragraph 8.4 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 £84,786.

8.3 Subject to paragraph 8.4, 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 8.4 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 8.4 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 8.4 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,

PROVIDED THAT the total amount to be paid under this paragraph 8.3 shall not exceed £49,294.

8.4 Payments pursuant to this paragraph 8 shall be made:

8.4.1 within 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 where SZC Co has refused such a request, within 30 days of the determination by the Expert appointed pursuant to 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.
- 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 £185,000 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 £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 each anniversary of the Commencement Date occurring during the Construction Period, the sum of £22,083.
- 9.3 SZC Co's maximum liability pursuant to paragraph 9.2 is £265,000.
- 10. COMMUNITY SAFETY WORKING GROUP**
- 10.1 On 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;
- 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/or 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;
 - 10.4.5 determine a reporting protocol to ensure transparency, consistency and independence; and
 - 10.4.6 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 of emergency services and the provision of relevant public services in Suffolk;
 - 10.5.2 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 Ambulance Services Contribution, Emergency 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 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 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**

- 11.1 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:

“Anticipated Demand” means the maximum demand for early years and school places anticipated to arise in a particular area as 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

“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 in respect of crime types that affect vulnerable people (including county lines, modern slavery, sexual exploitation, and gang activity, as well as domestic abuse and sexual violence); and
- (b) extension of existing projects relating to specific community safety risks, 47, 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 anti-social behaviour and/or protecting vulnerable people and those who may 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;
- (d) initiatives with the aim of supporting people 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 payable pursuant to 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 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 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 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 differential or disproportionate effects as a result of their Protected 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;

"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 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 months of the Commencement Date;
- (B) the sum of £88,133 on or before the first anniversary of the Commencement Date;
- (C) the sum of £127,526 on or before the 1 May following the second anniversary of the Commencement Date;
- (D) the sum of £160,524 on or before the 1 May following the third anniversary of the Commencement Date;
- (E) the sum of £222,419 on or before the 1 May following the fourth anniversary of the Commencement Date;

- (F) the sum of £247,158 on or before the 1 May following the fifth anniversary of the Commencement Date;
- (G) the sum of £276,521 on or before the 1 May following the sixth anniversary of the Commencement Date;
- (H) the sum of £235,557 on or before 1 May following the seventh anniversary of the Commencement Date;
- (I) the sum of £170,090 on or before the 1 May following the eighth anniversary of the Commencement Date;
- (J) the sum of £94,244 on or before the 1 May following the ninth anniversary of the Commencement Date;
- (K) the sum of £83,907 on or before the 1 May following the tenth anniversary of the Commencement Date; and
- (L) the sum of £74,281 on or before the 1 May following the eleventh anniversary of the Commencement Date,

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

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 Date until and including 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 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.

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;
- (B) the sum of £17,593 on or before the 1 May following the second anniversary of the Commencement Date;
- (C) the sum of £342,544 on or before the 1 May following the third anniversary of the Commencement Date;
- (D) the sum of £342,544 on or before the 1 May following the fourth anniversary of the Commencement Date;
- (E) the sum of £342,544 on or before the 1 May following the fifth anniversary of the Commencement Date;

- (F) the sum of £342,544 on or before the 1 May following the sixth anniversary of the Commencement Date;
- (G) the sum of £342,544 on or before 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;
- (I) the sum of £15,592 on or before the 1 May following the ninth anniversary of the Commencement Date;
- (J) the sum of £9,658 on or before the 1 May following the tenth anniversary of the Commencement Date; and
- (K) the sum of £4,422 on or before the 1 May following the eleventh anniversary of the Commencement Date,

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

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 On 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 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 Upon receipt of any evidence provided pursuant to paragraph 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 by the Project.

2.4.3 Where the Community Safety Working Group decides unanimously pursuant to paragraph 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 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.

2.4.4 Within 30 days of receipt of a notice pursuant to paragraph 2.4.3, 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 SZC Co's maximum liability under paragraph 2.4.4 shall be £1,000,000.

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 months of the Commencement Date;
- (B) the sum of £61,628 on or before the first anniversary of the Commencement Date;
- (C) the sum of £64,135 on or before the 1 May following the second anniversary of the Commencement Date;
- (D) the sum of £302,781 on or before the 1 May following the third anniversary of the Commencement Date;
- (E) the sum of £305,886 on or before the 1 May following the fourth anniversary of the Commencement Date;
- (F) the sum of £307,469 on or before the 1 May following the fifth anniversary of the Commencement Date;
- (G) the sum of £309,236 on or before the 1 May following the sixth anniversary of the Commencement Date;
- (H) the sum of £306,772 on or before 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;
- (J) the sum of £54,567 on or before the 1 May following the ninth anniversary of the Commencement Date;
- (K) the sum of £33,845 on or before the 1 May following the tenth anniversary of the Commencement Date; and
- (L) the sum of £15,526 on or before the 1 May following the eleventh anniversary of the Commencement Date,

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.

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 until the end of 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 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 Resilience Measures approved 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 On 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.
- 2.7.5 Upon receipt of any evidence provided pursuant to paragraph 2.7.4, 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 Where the Community Safety Working Group decides unanimously pursuant to paragraph 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.
- 2.7.7 Within 30 days of receipt of a notice pursuant to paragraph 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 SZC Co's maximum liability under paragraph 2.7.7 shall be £324,000.

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 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 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 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 Partnerships (East Suffolk).

4. **SCHOOL AND EARLY YEARS CAPACITY CONTRIBUTION**

- 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;
 - 4.1.4 up to £137,454 for the provision of school transport; or
 - 4.1.5 such other amount from the School and Early Years Capacity Contribution for the provision of School and Early Years Capacity Measures,
- to be paid by SZC Co to Suffolk County Council.
- 4.2 In its application pursuant to paragraph 4.1, Suffolk County Council shall provide details of:
- 4.2.1 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
 - 4.2.2 how capacity to be provided is in accordance with the identified School and Early Years Capacity Measures.
- 4.3 The Social Review Group shall review any application made pursuant to paragraph 4.1, 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 to meet a statutory responsibility of Suffolk County Council in its capacity as local education authority PROVIDED THAT:
- 4.3.1 the application is in accordance with paragraphs 4.1 to 4.2;
 - 4.3.2 the measures to which the application relates are proportionate to the scale and location of the potential impacts of the Project; and
 - 4.3.3 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 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 4.3 to Suffolk County Council and such monies shall be paid within 30 days of the date of the Social Review Group's approval of the relevant application.
- 4.5 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 Workforce Children measured against the 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;
- 5.3.2 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.
- 5.4 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 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.
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 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:

- (a) engage proactively with SZC Co to ensure that the Health and Wellbeing Working Group has a comprehensive understanding of the Project;
- (b) develop, agree and monitor the Health and Wellbeing Key Performance Indicators with relevant stakeholders and SZC Co;
- (c) 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 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;

"iCaSH Service" 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.

2. **SIZEWELL HEALTH**

SZC 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;
- 5.1.2 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

6.1 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;
- 6.3.4 refer to the Social Review Group any matter upon which the members of the Health and Wellbeing Working Group are unable to agree unanimously;
- 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 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 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

6.4.2 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.

6.5 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, 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:

6.7.1 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

6.7.2 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,

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

6.8 In the event that any of the 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 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) identify the amounts to be released and allocated from the Sizewell C Employment Outreach Fund 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:
 - (i) in respect of each Asset Skills Enhancement and Capability Investment:
 - (1) the estimated value (based on the estimated cost of the use of such Asset Skills Enhancement and Capability Investment);
 - (2) the intended recipient or class of recipients; and

- (3) the proposed timing of delivery during the relevant Construction Phase; and
- (ii) 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 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;
- (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 Bursary Scheme Fund to be made available:
 - (i) in the relevant year;
 - (ii) for grants:
 - (A) in excess of £1,000; and
 - (B) of £1,000 or less; and
 - (iii) (if any) in respect of specific locations;
- (i) identify the criteria for allocation of grants from the Sizewell C 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 Bursary 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 Bursary Scheme Fund of £1,000 or less shall be delegated;

"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), whilst 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 Construction Workforce Delivery Strategy and informing the Annual Skills Implementation Plan which will:

- (a) set out the Project's mechanisms for 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 priorities of the Regional Skills Co-ordination Function to deliver an effective and coordinated response to demand for the Project's 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 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, 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 as practicable during each Construction Phase during the Construction Period and to encourage local people to access the Apprenticeship opportunities available;

"Asset Skills Enhancement and Capability Fund" means a fund of a maximum of £7,800,000 to be paid in accordance with paragraph 2.7 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) within the region's existing education, further education, training provider and higher education sectors, including:

- (a) 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 Construction 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 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 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 MEH Phase, the Site Operations / Support Services / Enabling Works Phase, and the Commissioning and Pre-Operational Phase (each a **"Construction Phase"**);

"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:

- (a) a description of the skills, roles, competencies, and qualifications needed for the relevant Construction 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 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 sub-contractor 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;

- (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 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;

"Early Workforce Information" 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;

"Economic Development Business Support Service" 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;

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

- (a) help to manage relationships between businesses, business organisations, the Project and other stakeholders; and
- (b) provide co-ordination for business expertise and leadership to businesses in East Suffolk that may have a relationship with the Project;

"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;

"ICanBeA" means the online service for career inspiration focused on helping 12 to 25-year-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 eighth 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;

"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) supervision of the assembly, construction, dismantling, erection, fabrication, fitting, inspection, installation, maintenance, repair, replacement or testing of any apparatus, machinery or plant; or
- (c) 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 Period which shall inform people of the nature and type of roles to be created during the Operational 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 Period;

- (b) the opportunity for skills, training, and employment initiatives to contribute to the delivery of the workforce, for the Operational Period;
- (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 Period;
- (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;
- (f) the measures that each contractor and sub-contractor will undertake to promote the local employment, skills and training benefits of the roles created; and
- (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) $\text{£}800 \times (100 / 45) \times \text{Number of Additional Sizewell C Employment Outreach Placements}$,

where the "Number of Additional Sizewell C Employment Outreach 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 in each case 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;

"Ready" 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-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 co-ordination between SZC Co, supply chain, contractors, skills/training providers, and wider regional stakeholders;
- (e) co-ordinating the production of a draft Annual Skills Implementation Plan for the agreement of the ESEWG and approval of Economic Review Group;
- (f) 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;

"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 have not 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 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;

"Sizewell C Employment Outreach Fund" 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 Economic Review Group which are intended to support the delivery of measures and/or programmes that increase the pool of 'work ready' 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' 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 Placements" means the placement into employment of an individual pursuant to a Sizewell C Employment Outreach 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 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; and
- (f) generate labour market intelligence for the purposes of Project and regional analytical benefit, 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 or employment, such as Department for Work and Pensions, ICanBeA and not-for-profit organisations;

"Supply Chain Principles" means the principles of SZC Co's approach to engaging the local and regional supply chain for the Project, including:

- (a) specific measures (such as a website (the 'Supply Chain Portal') providing information in respect of the Project's supply chain, 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 F);

"Supply Chain Working Group" means the group of that name established pursuant to paragraph 4.3;

"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 the size and scale of opportunity, creating a pipeline into the Project or to backfill other positions;
- (b) provide young people with the first opportunity to see and access 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, Councils and education sector representatives;
- (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 SZC Co shall:
- (A) before Commencement (in consultation with the Councils) produce or commission a Construction Workforce Delivery Strategy in respect of the Site Operations / Site Services / Enabling Works Phase;
 - (B) 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 SZC Co shall (in consultation with the ESEWG) produce or commission a Construction Workforce Delivery Strategy in respect of the following in accordance with paragraph 2.1.4:
- (A) the Main Civils Construction Phase;
 - (B) the MEH Phase; and
 - (C) the Commissioning and Pre-Operational Phase.
- 2.1.4 SZC Co shall:
- (A) on or before Commencement, prepare and submit a programme for the production of the Construction Workforce Delivery Strategies listed under paragraph 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 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 2.1.4(A) and shall agree any amendments to the programme as are considered necessary.
- 2.1.5 SZC Co shall:
- (A) prepare the Construction Workforce Delivery Strategies listed in paragraph 2.1.3 in accordance with the programme approved by the Councils under paragraph 2.1.4(A) or approved by the ESEWG under paragraph 2.1.4(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 2.1.4(A) or approved by the ESEWG under paragraph 2.1.4(B); and
 - (C) implement the relevant Construction Workforce Delivery Strategies under paragraph 2.1.3 in accordance with the programme approved by the Councils under paragraph 2.1.4(A) or the ESEWG under paragraph

2.1.4(B) and throughout the Main Civils Construction Phase, MEH Phase and Commissioning and Pre-Operational Phase (as appropriate).

2.1.6 SZC Co shall:

- (A) review each Construction Workforce Delivery Strategy for each Construction Phase at least every three years (in consultation with the ESEWG); and
- (B) implement any revised Construction Workforce Delivery Strategy under paragraph 2.1.6(A) throughout the remainder of the Main Civils Construction Phase, MEH Phase and Commissioning and Pre-Operational Phase (as appropriate).

2.1.7 SZC Co shall:

- (A) as part of the development of the Construction Workforce Delivery Strategies in accordance with paragraphs 2.1.2 and 2.1.3, 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) review the Sizewell C Skills Prospectus at least every three years alongside the review of the relevant CWDS, taking account of:
 - (1) 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.

2.1.8 SZC Co shall:

- (A) as part of the development of the CWDSs in accordance with paragraphs 2.1.2 and 2.1.3, produce or commission an Apprenticeship Strategy which shall be submitted with the relevant CWDS in accordance with paragraphs 2.1.2 and 2.1.3; and
- (B) 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 2.1.6:
 - (1) 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) during the Construction Period, 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 The Apprenticeship Strategy to be produced pursuant to paragraph 2.1.8(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 three months 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 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 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 Construction 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 Construction 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 three months 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 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 Placements required to meet the target of 45% (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:

$$\begin{array}{lcl}
 \text{Number of Additional} & = & 45\% \text{ (or such other} & - & \text{Number of Successful} \\
 \text{Sizewell C Employment} & & \text{percentage as may have} & & \text{Sizewell C Employment} \\
 \text{Outreach Placements} & & \text{been approved by the} & & \text{Outreach Placements} \\
 & & \text{ESEWG in that Annual} & & \\
 & & \text{Skills Implementation Plan)} & & \\
 & & \text{of the Sizewell Employment} & & \\
 & & \text{Outreach Placements in} & & \\
 & & \text{respect of the unemployed} & & \\
 & & \text{and economically active} & & \\
 & & \text{funded by the Sizewell C} & & \\
 & & \text{Employment Outreach Fund} & & \\
 & & \text{pursuant to the relevant} & & \\
 & & \text{Annual Skills} & & \\
 & & \text{Implementation Plan} & &
 \end{array}$$

2.5.2 In the event that the ESEWG determines that the Number of Additional Sizewell C Employment Outreach Placements is greater than or equal to one, SZC Co shall pay an Outreach 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.

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.

2.6.2 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, 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 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 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.

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:

- (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 SZC Co of the CWDS in accordance with paragraph 2.1, Suffolk County Council shall procure that the Regional Skills Coordination Function shall:

- (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.

2.8.3 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 The maximum liability of SZC Co pursuant to this paragraph 2.8 shall be £5,000,000.

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 Sizewell C Jobs Co-ordinator 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 in-line with the programme of reviews of the relevant CWDS pursuant to paragraph 2.1.6 in order to improve effectiveness;
 - (B) consult with the Employment, Skills and Education Working Group on any proposed changes to the Sizewell C Jobs Service;
 - (C) 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) procure that the Sizewell C Jobs Co-ordinator interacts with existing employment infrastructure such as 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 2.1.6 and shall submit such revisions to ESEWG with the review of the relevant CWDS in accordance with paragraph 2.1.6; 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 Throughout 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, including 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 SZC Co with its comments (if any) on the draft programme of Education and Inspiration Activities provided pursuant to

paragraph 2.11.2 within 20 Working Days (or such longer period as may be agreed by the ESEWG).

- 2.11.4 In preparing each draft programme of Education and Inspiration Activities and in delivering the Education and Inspiration Activities, SZC Co shall have regard to:
- (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,
- 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) up to four representatives of the Tier 1 Contractors (including up to one Tier 1 Contractor in respect of each Construction Phase); and
 - (B) 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 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 Sizewell C 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)) upon which the members are unable to agree unanimously to the Delivery Steering Group, particularly where there are interface issues across topics that require a more strategic approach or direction.
- 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 of which is a member representing East Suffolk Council and one of which 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 Economic 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 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 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 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 Quorate 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, and skills) which 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 2.13.4.
- 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 of which is a member representing Suffolk County Council and one of which 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 and refer any matter upon which the members are unable to agree unanimously to the Economic Review Group.
- 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
 - (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 Economic Review Group on any identified requirement for mitigating actions.
- 2.13.12 In the event that any of the 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 During the Construction Period, 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 stakeholders:
 - (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 reports every six months;
 - (C) number of Apprenticeships and number of Suffolk-based and 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;
 - (F) 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) number of people supported by the Sizewell C Jobs Service into further employment outside of the Project at least every six months;

- (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) itemised list (including costings) of Education and Inspiration Activities undertaken at least every six months;
 - (J) number of Sizewell C Construction Workers in Apprenticeships and/or other 'earn and learn' training at least every six months;
 - (K) reasons for, and implications of, any deviation from forecasting set out in any Construction Workforce Delivery Strategy to give a broad outlook of skills needs for the 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) 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 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 Asset Skills Enhancement and Capability Fund.

3. **EMPLOYMENT, SKILLS AND EDUCATION (OPERATIONAL 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.
- 3.1.2 Prior to the end of the Construction Period, SZC Co shall prepare and submit an Operational Employment Strategy to the ESEWG for its approval.
- 3.1.3 SZC Co shall implement the Operational Employment Strategy, as approved pursuant to paragraph 3.1.2, from the start of the Operational Period until the fifth anniversary of the start of the Operational Period.
- 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) implement any revised Operational Employment Strategy approved under paragraph 3.1.4(B) until the fifth anniversary of the start of the Operational Period.
- 3.1.5 In 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**"):

EIA Target Amount = £100,000 x (length of the Construction Period in years),

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

Sum = EIA Target Amount – EIA 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 During the Construction Period, SZC Co shall prepare an updated Supply Chain Work Plan and provide such 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 'Energy Cluster' accelerating inward investment of Tier 1 Contractor and Tier 2 Contractor 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) provision of inward investment and trade stimulation opportunities 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) 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' (published by the UK government in June 2018), the UK government's 'Energy White Paper: Powering our net zero future' (published December 2020), the 'Ten Point Plan for a Green Industrial Revolution' (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 During the Construction Period, the Supply Chain Working Group shall 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 4.1.3 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 During the Construction Period, 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 'Supply Chain Portal' website by completeness of profile (Not Ready, Almost Ready, Ready), by District;
 - (D) number of transitions from Not Ready to Almost Ready and the number of transitions from Almost Ready to Ready;
 - (E) number of 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 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 of which is a member representing East Suffolk Council and one of which is a member representing Suffolk County Council) are present.
- 4.3.7 The Supply Chain Working Group shall report to and refer any matter upon which 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:
- (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 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. **ECONOMIC 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 the Economic Development Function.
- 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 each anniversary of 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 the Economic Development Business Support Service.
- 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 each anniversary of 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 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;
 - (B) present such applications to the Economic Review Group for approval;
 - (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 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. IMPLEMENTATION PLAN

- 1.1 With 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 Plan.
- 1.2 At 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 implementation programme for that Key Environmental Mitigation which shows how the relevant development will be delivered with other Key Environmental Mitigation.
- 1.3 SZC 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 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.
- 1.4 SZC 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 1.2, such review to occur as soon as reasonably practicable.
- 1.5 In carrying out the review pursuant to paragraph 1.4, SZC Co shall take into account the Environmental Information.
- 1.6 SZC Co shall determine (taking into account the results of the review carried out pursuant to paragraph 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.
- 1.7 A copy of the review carried out by SZC Co pursuant to paragraph 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 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 £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 Leiston 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 any documents referenced in Requirement 12A(2) in Schedule 2 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;
- (D) confirmation that Alde Valley Academy has been fully involved in the preparation of the 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 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 to the Development Consent Order, 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 any unspent amount of the Sports Facilities Design and Works 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 2.2.6(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 SZC Co shall pay to East Suffolk Council the Annual Maintenance Payment within 30 days of East Suffolk Council notifying SZC Co in writing of first use of the Leiston Sports Facilities 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.
- 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" 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 (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;

"Deemed Marine Licence" means the deemed marine licence in 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) a receiver or manager is appointed in relation to any property or income of SZC Co;
- (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 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 11.1

"Environment Review Group Governance Role" means the role of the Environment Review Group as described in the Natural Environment Plans;

"European Sites Access Contingency Fund" means the fund to be established by SZC Co in the amount of £2,000,000 for the purpose of 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 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(1)(i) of the Development Consent Order and the plan submitted to and approved by Suffolk County Council in accordance with Requirement 14A(1)(ii) of the Development Consent Order;

"Fen Meadow Strategy" means the document certified as such by the Secretary of State under Article 80 of the Development Consent Order;

"Fen Meadow Target Quantum" means the delivery of 4.14 hectares (or greater) of M22 Fen Meadow Habitat in total across the Fen Meadow Sites as determined by a Quadrat Survey;

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

"Fish Plans" 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 Habitat Works) of up to £2,000,000;

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

"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) vegetation clearance and management details;
- (d) maintenance and management measures; and
- (e) an implementation timetable for the works;

"Informal Recreation and Green Space Proposals" 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 by East Suffolk Council 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 80 of the Development Consent Order (or amended from time to time in accordance with Requirement 22A);

"M22 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;

"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 I, as amended by the Marine Technical Forum from time to time;

"Minsmere and Sandlings (North) 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 (North) 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 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;

"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;
- (c) 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) carrying out the tasks of the Natural Environment Improvement Project Officer in paragraph 2;
- (g) attending all meetings of the Natural Environment Awards Panel; and
- (h) 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;
- (f) 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 that are arising or have arisen as a result of the Project, 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
 - (ii) address the materially new or materially different environmental effects on smelt, migratory or non-migratory fish identified through monitoring; 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 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 Article 80 of the Development Consent Order;

"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;

"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;

"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;

"Smelt Monitoring and Mitigation Plan" 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;
- (c) raise awareness of the recreational benefits provided at Aldhurst Farm and promote visits to Aldhurst Farm;
- (d) promoting the Farmland Bird Mitigation Fund within the community, and to landowners in particular; and
- (e) 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 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

"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 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.
- 2.5 The Natural Environment Awards Panel shall consider the 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 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
 - 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.
- 2.9 The Natural Environment Awards Panel shall approve requests for funds for eligible projects of up to £6,202,640 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 successful applicants.
- 2.12 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 Commencement 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.
- 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 3.4.
- 3.4 Suffolk County Council shall carry out or shall procure the carrying out of any skills training or learning activity under the Land Management and Skills Scheme 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 £57,000 on or before Commencement and annually on the anniversary of the Commencement Date thereafter until the 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, until the end 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.
- 4.3 SZC Co shall pay to East Suffolk Council the sum of £67,780 on or before Commencement and annually on the anniversary of the Commencement Date thereafter until the 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, until the 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 £1,871,700.
5. **REVIEW**
- 5.1 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 (North) 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 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 (North) 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 Group 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 (North) 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
- 6.3.3 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 6.3, 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 6.6, SZC Co shall:
- 6.5.1 use the monies from the European Sites Access Contingency Fund approved by the Environment Review Group in accordance with paragraph 6.3 to carry out or procure the carrying out of the European Sites Mitigation Measures and Minsmere and Sandlings (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 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).

6.6 The use of monies pursuant to paragraph 6.5 or payments pursuant to paragraph 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 earlier of the Accommodation Campus or the LEEIE Caravan Park, 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 the Recreational Disturbance Avoidance Mitigation Contribution towards the Suffolk Coast RAMS Initiatives 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 East Suffolk Council and Suffolk County Council.

7.4 Within 12 months of the Commencement Date, SZC Co shall provide the Aldhurst Farm Carparks unless otherwise agreed with East Suffolk Council and Suffolk County Council.

8. FEN MEADOW CONTINGENCY FUND

8.1 Subject to paragraph 8.2, SZC Co shall pay to East Suffolk Council the Fen Meadow Contingency Fund 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 17.5.5.

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 delivered as set out in Column A of Table A below:

8.2.1 Table A: Fen Meadow Contingency Fund calculation

Column A: M22 Fen Meadow Habitat delivered	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 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 40% (being a 60% reduction of the Fen Meadow Contingency Fund).

8.3 In the event that on 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, the M22 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

8.4.2 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. FISH MONITORING AND MITIGATION

9.1 Prior to the Commencement of Work No. 2A-2F (cooling water works), SZC Co shall pay the sum of £500,000 to the Environment Agency to fund the Eel and Migratory Fish Mitigation Measures.

9.2 SZC Co shall procure that the Environment Agency carries out the Eel and Migratory Fish Mitigation Measures following the receipt of the sum in paragraph 9.1.

9.3 Prior to the commencement of water abstraction pursuant to the Deemed Marine Licence, SZC Co shall pay 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 The Marine Technical Forum shall review the monitoring undertaken in accordance with the Fish Plans and determine whether, in accordance with the Fish Plans, further mitigation is required for the purposes of addressing materially new or materially different environmental effects 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 In the event the Marine Technical Forum determines that further mitigation is required pursuant to paragraph 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.

- 9.6 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 unless otherwise agreed by the Marine Technical Forum and SZC Co.
- 9.7 The total payments payable by SZC Co pursuant to paragraph 9.6 shall not exceed the Fish Contingency Fund.

10. **ALDHURST FARM ENHANCEMENT WORKS**

- 10.1 On or before Commencement, SZC Co shall:
- 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 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.
- 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 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 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 During the Construction Period, SZC Co shall procure that the Environment Co-ordinator will:
- 11.2.1 attend meetings of the Environment Review Group;
 - 11.2.2 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 be responsible for co-ordinating the monitoring data required for reporting to the Environment Review Group;
 - 11.2.4 provide monitoring data for quarterly reporting to the Environment Review Group; and
 - 11.2.5 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**

- 12.1 On or before Commencement, 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 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 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 Within 6 months of the Commencement Date, SZC Co shall prepare a draft Informal Recreation and Green Space Plan and shall submit the draft Informal Recreation and Green Space Plan to East Suffolk Council for its approval in consultation with Suffolk Council, the Environment Agency, Natural England, and the SCHAONB Partnership.

14.2 SZC Co shall carry out the Informal Recreation and Green Space Plan as approved.

15. **ENVIRONMENT REVIEW GROUP**

15.1 On or before Commencement, SZC Co shall establish the Environment Review Group which shall exist until the obligations comprised at paragraphs 6.1 or 8.1 end or three years after the end of the Construction Period, whichever is the later.

15.2 The Environment Review Group shall comprise:

15.2.1 one representative to be nominated by East Suffolk Council;

15.2.2 one representative to be nominated by Suffolk County Council;

15.2.3 one representative to be nominated by the Environment Agency;

15.2.4 one representative to be nominated by Natural England; and

15.2.5 up to two representatives to be nominated by SZC Co, one of whom is the Environment Co-ordinator,

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