



The Sizewell C Project

8.17 Draft Section 106 Agreement Tracked Changes Version – Revision 2 against Revision 1

Revision: 1.0
Applicable Regulation: Regulation 5(2)(q)
PINS Reference Number: EN010012

April 2021

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



DATED 20**

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

DEED

made pursuant to section 111
Local Government Act 1972
relating to the Sizewell C Project

Herbert Smith Freehills LLP

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THIS DEED made on
BETWEEN:

20**

- (1) **EAST SUFFOLK COUNCIL** of East Suffolk House, Station Road, Melton, Woodbridge, England IP12 1RT ("**East Suffolk Council**"):
- (2) **WEST SUFFOLK COUNCIL** of West Suffolk House, Western Way, Bury St Edmunds, Suffolk IP33 3YU ("**West Suffolk Council**"):
- (3) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, England IP1 2BX (the "**Suffolk County Council**"): and
- (4) **NNB GENERATION COMPANY (SZC) LIMITED** whose registered office is at 90 Whitfield Street, London, England W1T 4EZ (Company Number 09284825) (the "**Undertaker**").

WHEREAS:

- (A) The Undertaker has made the Application.
- (B) Suffolk County Council is a local highway authority, the fire and rescue authority, and lead local flood authority for the area within which the DCO Land is situated. Suffolk County Council is also a local planning authority with the capacity to enter into planning obligations in accordance with section 106 of the 1990 Act.
- (C) East Suffolk Council is the local planning authority for the area in which the DCO Land, save for the Pakenham Site, is situated.
- (D) West Suffolk Council is the local planning authority for the area in which the Pakenham Site is situated.
- (E) The Undertaker will be the undertaker for the purposes of the Development Consent Order. The Undertaker intends to construct, operate and maintain the Project as authorised by the Development Consent Order.
- (F) If the Development Consent Order is granted in the final form proposed by the Undertaker, the Undertaker will be deemed to be a person interested in the DCO Land in accordance with Article [●] of the Development Consent Order, and by virtue of Article [●] will not be authorised to Commence the Project until a development consent obligation with Suffolk County Council, East Suffolk Council and West Suffolk Council has been completed in the form certified by the Secretary of State pursuant to the Development Consent Order.
- (G) The parties have agreed to enter into this Deed in order to provide mutual assurance that they will execute and authorise completion of a development consent obligation in the certified form at the Undertaker's Request following the granting of the Development Consent Order.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Deed (which includes the Recitals to it) the following words and expressions have the following meanings unless the context otherwise requires:

<u>"1990 Act"</u>	<u>means the Town and Country Planning Act 1990;</u>
<u>"2008 Act"</u>	<u>means the Planning Act 2008;</u>

<u>“Application”</u>	<u>means the application for a development consent order under section 37 of the Planning Act 2008 submitted to the Planning Inspectorate on 27 May 2020 and given reference number EN010012;</u>
<u>“Certified Form”</u>	<u>means the form set out in Appendix 1 to this Deed;</u>
<u>“Commencement”</u>	<u>means the carrying out of a material operation as defined in section 155 of the 2008 Act comprised in the Project other than:</u> <ul style="list-style-type: none"><u>(a) operations consisting of Preparatory Works; and</u><u>(b) operations consisting of the Relocated Facilities Works prior to the occurrence of the Transitional Date.</u> <u>and the words "Commence" and "Commenced" and cognate expressions shall be construed accordingly;</u>
<u>“Suffolk County Council”</u>	<u>means Suffolk County Council including successors to its statutory functions as the lead flood authority, local highway authority and local planning authority;</u>
<u>“DCO Land”</u>	<u>means the land within the Order limits of the Development Consent Order;</u>
<u>“Development Consent Obligation”</u>	<u>means an agreement pursuant to section 106 of the 1990 Act between the Undertaker, Suffolk County Council, East Suffolk Council and West Suffolk Council in the Certified Form, subject only to such minor changes to references etc. as are necessary to reflect the Development Consent Order as granted;</u>
<u>“Development Consent Order”</u>	<u>means the development consent order to be made pursuant to the Application and references to “DCO” or ‘Order’ shall be construed accordingly;</u>
<u>“Dispute”</u>	<u>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);</u>
<u>“Expert”</u>	<u>means an independent person appointed in accordance with the provisions of Clause 6 to determine a Dispute between the parties to this Deed;</u>
<u>“Implementation”</u>	<u>means the carrying out of a material operation as defined in section 155 of the 2008 Act comprised in the Project, other than operations consisting of the Relocated Facilities Works prior to the occurrence of the Transitional Date, and the words "Implement" and "Implemented" and cognate expressions shall be construed accordingly;</u>
<u>“new Sizewell B relocated facilities permission”</u>	<u>any planning permission granted by East Suffolk Council under the 1990 Act which authorises the development of the Relocated Facilities Works or development substantially similar to the Relocated Facilities Works;</u>

<u>“Pakenham Site”</u>	<u>means the land shown edged red on Plan 1M annexed to Appendix 1 of this Deed;</u>
<u>“Preparatory Works”</u>	<u>means operations consisting of:</u> <ul style="list-style-type: none"><u>(a) site preparation and clearance works;</u><u>(b) pre-construction archaeological works;</u><u>(c) environmental surveys and monitoring;</u><u>(d) removal of hedgerows, trees and shrubs;</u><u>(e) investigations for the purpose of assessing ground conditions;</u><u>(f) diversion or laying of services;</u><u>(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);</u><u>(h) receipt and erection of construction plant and equipment;</u><u>(i) the temporary display of site notices and advertisements; and</u><u>(j) erection of temporary buildings and structures (which for the purpose of this definition does not include Work No. 3, Work No. 9, Work No. 10 or Work No. 13 in Schedule 1 to the Development Consent Order).</u>
<u>“Project”</u>	<u>means the authorised development as defined in and to be authorised by the Development Consent Order;</u>
<u>“Relocated Facilities Works”</u>	<u>means means Work No. 1D and/or Work No. 1E in Schedule 1 to the Development Consent Order;</u>
<u>“Request”</u>	<u>means a written request from the Undertaker to Suffolk County Council, East Suffolk Council and West Suffolk Council to execute the Development Consent Obligation;</u>
<u>“Sizewell B relocated facilities permissions”</u>	<u>means:</u> <ul style="list-style-type: none"><u>(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); and</u><u>(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);</u>
<u>“SZC Development Site”</u>	<u>means the land at Sizewell, Suffolk shown edged in red on Plan 1A annexed to Appendix 1 of this Deed;</u>
<u>“Transitional Date”</u>	<u>means either:</u> <ul style="list-style-type: none"><u>(a) the date upon which SZC Co serves notice under Article [5] of the Development Consent Order that it</u>

will 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 of Commencement of the Relocated Facilities Works pursuant to the Development Consent Order;

“Undertaker”

means NNB Generation Company (SZC) Limited or any person to whom the benefit of the Development Consent Order is lawfully transferred pursuant to powers in 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.

1.2 In this Deed, unless stated otherwise:

- 1.2.1 reference to the masculine, feminine and neuter genders shall include other genders;
- 1.2.2 reference to the singular include the plural and vice versa unless the contrary intention is expressed;
- 1.2.3 references to natural persons include firms, companies, corporations, and vice versa;
- 1.2.4 a reference to a clause, sub-clause, Schedule, recital or appendix is (unless the context otherwise requires) a reference to the relevant clause, sub-clause, Schedule, recital or appendix to this Deed;
- 1.2.5 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;
- 1.2.6 references in this Deed 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;
- 1.2.7 where in this Deed it is stated that East Suffolk Council's, West Suffolk Council's or Suffolk County Council's consent, approval or agreement is required, such consent, approval or agreement or otherwise of the relevant matter, scheme or measure shall be deemed to have been given in the event that the relevant Council has not responded 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;
- 1.2.8 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;

- 1.2.9 the recitals, table of contents and headings in this Deed are for convenience only and shall not affect its construction, interpretation or otherwise have any binding legal effect;
- 1.2.10 reference to “the parties” shall mean the parties to this Deed and reference to a “party” shall mean any one of the parties;
- 1.2.11 references to “notice” shall mean notice in writing;
- 1.2.12 references to “including” shall mean “including without limitation or prejudice to the generality of any description, defining terms or phrase preceding that word” and the word “include” and its derivatives shall be construed accordingly; and
- 1.2.13 the Interpretation Act 1978 shall apply to this Deed.

2. LEGAL EFFECT

- 2.1 This Deed is made pursuant to section 111 of the Local Government Act 1972 and all other powers so enabling.

3. CONDITIONALITY

- 3.1 The parties agree that the terms, conditions and provisions of this Deed shall have immediate operative effect when dated.

4. OBLIGATIONS IN RELATION TO EXECUTION OF THE DEVELOPMENT CONSENT OBLIGATION

- 4.1 The Undertaker covenants with Suffolk County Council, East Suffolk Council and West Suffolk Council to lawfully execute in quadruplicate the Development Consent Obligation and to issue the Development Consent Obligation duly executed to East Suffolk Council, together with a Request, within not more than five (5) Working Days of the date of the Development Consent Order being made by the Secretary of State.
- 4.2 East Suffolk Council covenants to co-ordinate the execution of the Development Consent Obligation by itself, Suffolk County Council and West Suffolk Council such that the quadruplicate Development Consent Obligation is returned to the Undertaker duly executed by all three Councils within one calendar month of the Request.
- 4.3 East Suffolk Council, Suffolk County Council and West Suffolk Council covenant that the Undertaker has their irrevocable authority to complete the Development Consent Obligation following receipt by the Undertaker of the Development Consent Obligation duly executed by the three Councils.

5. RELEASE AND EXPIRY

- 5.1 Upon service of confirmation by the Undertaker that the Development Consent Obligation has been completed, performance discharge or other fulfilment of the obligations of Suffolk County Council, East Suffolk Council, West Suffolk Council or the Undertaker under the terms of this Deed shall absolutely cease and determine save in respect of any antecedent breach.

6. RESOLUTION OF DISPUTES

- 6.1 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 ¹of senior director level.

¹ Note: Relevant seniority of such representatives subject to further consideration.

- 6.2 ²If the parties are unable to resolve the Dispute amicably pursuant to clause 6.1, one party may, by serving notice on all the other parties (the "Notice"), refer the Dispute to an Expert for determination.
- 6.3 The Notice must specify:
- 6.3.1 the nature, basis and brief description of the Dispute;
 - 6.3.2 the clause or paragraph of this Deed pursuant to which the Dispute has arisen;
and
 - 6.3.3 the proposed Expert.
- 6.4 In the event that the parties are unable to agree whom should be appointed as the Expert within [●] Working Days after the date of the Notice then any party may request the President of the Law Society to nominate the Expert at the parties' joint expense, and the parties shall request that such nomination shall be made within [●] Working Days of the request, and any failure for such nomination to be made within [●] 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.
- 6.5 If the appointed Expert is or becomes unable or unwilling to act, any party may within [●] Working Days of the Expert being or becoming unable or unwilling to act, serve a notice on all the other disputing Parties proposing a replacement Expert and the disputing Parties will follow the process at clause 6.4 to settle the appointment of the replacement Expert.
- 6.6 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 6.7 The Expert is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision.
- 6.8 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates 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 [●] Working Days from the date of his appointment to act.
- 6.9 The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within [●] Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further [●] Working Days in respect of any such submission and material.]
7. **NOTICES**
- 7.1 Any notice, consent or approval or other communication required to be given under or in connection with this Deed to or upon the parties must be in writing and shall be addressed as provided for in clause 7.4.
- 7.2 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:
- 7.2.1 if delivered by hand, on the next Working Day after the day of delivery; and
 - 7.2.2 if sent by pre-paid recorded delivery post and posted within the United Kingdom, on the day [●] Working Days after the date of posting.
- 7.3 A notice received or deemed to be received in accordance with clause 7.2 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.
- 7.4 Subject to clause 7.5, the address, relevant addressee and reference for each party are:
- 7.4.1 in the case of Suffolk County Council:

² Note: Process to be followed for the resolution of Disputes subject to further consideration.

Address: [●]
Relevant addressee: [●]
Reference: [●]

7.4.2 in the case of East Suffolk Council:

Address: [●]
Relevant addressee: [●]
Reference: [●]

7.4.3 in the case of West Suffolk Council:

Address: [●]
Relevant addressee: [●]
Reference: [●]

7.4.4 for the Undertaker:

Address: NNB Generation Company (SZC) Limited, 90 Whitfield Street, London, England W1T 4EZ
Relevant addressee: Chief Planning Officer
Reference: SIZEWELL C S.106

7.5 Any party may give notice of a change to its name, address, or relevant addressee for the purposes of this clause 7 provided that such notification shall only be effective on:

7.5.1 the date specified in the notification as the date on which the change is to take place; or

7.5.2 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.

8. **NO FETTER ON DISCRETION**

8.1 Save as provided for in clause 4 nothing herein contained or implied shall prejudice or affect the discretionary powers, duties and obligations of Suffolk County Council, East Suffolk Council or West Suffolk Council under all statutes, by-laws, instruments, orders and regulations in the exercise of its statutory functions.

9. **GOOD FAITH, GOOD PRACTICE AND REASONABLENESS**

9.1 The parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations in this Deed.

9.2 Unless expressly stated otherwise where under this Deed any approval, agreement, consent, certificate, confirmation or an expression of satisfaction or response is required to be given by or reached or taken by any party or any response is requested by any such approval, agreement, consent, certificate, confirmation or an expression of satisfaction or response, it will not be unreasonable or unreasonably withheld or delayed.

10. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

10.1 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.

11. **JURISDICTION**

- 11.1 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.
- 11.2 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).

12. **COUNTERPARTS**

- 12.1 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.

13. **DATE OF DELIVERY**

- 13.1 This Deed is delivered on the date of this Deed.

IN WITNESS whereof this Deed has been duly executed by the parties to this Deed on the date which appears at the head of this document.

EXECUTED as a DEED by _____)
affixing the common seal of _____)
EAST SUFFOLK _____)
COUNCIL in the presence of: - _____)

Authorised signatory

Name

Position

EXECUTED as a DEED by _____)
affixing the common seal of _____)
WEST SUFFOLK _____)
COUNCIL in the presence of: - _____)

Authorised signatory

Name

Position

EXECUTED as a DEED by _____)
affixing the common seal of _____)
SUFFOLK COUNTY _____)
COUNCIL in the presence of: - _____)

Authorised signatory

Name

Position

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

.....
(Signature of director)

.....
(Name of witness)

.....

.....

.....
(Address of witness)

.....
(Signature of witness)

APPENDIX 1
CERTIFIED FORM OF DEVELOPMENT CONSENT OBLIGATION

DRAFT

Draft: December 2020
Subject to contract

..... 20**

(1) EAST SUFFOLK COUNCIL

(2) WEST SUFFOLK COUNCIL

(3) ~~(2)~~ SUFFOLK COUNTY COUNCIL

(4) ~~(3)~~ NNB GENERATION COMPANY (SZC) LIMITED

**DEED OF DEVELOPMENT CONSENT
OBLIGATIONS**

pursuant to section 106 of
the Town and Country Planning Act 1990
relating to
Sizewell C, Suffolk

Herbert Smith Freehills LLP

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THIS DEED made on

20XX

BETWEEN:

- (1) **EAST SUFFOLK COUNCIL** of East Suffolk House, Station Road, Melton, Woodbridge, England IP12 1RT ("**East Suffolk Council**");
- (2) **WEST SUFFOLK COUNCIL** of West Suffolk House, Western Way, Bury St Edmunds, Suffolk IP33 3YU ("**West Suffolk Council**");
- (3) ~~(2)~~ **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, England IP1 2BX (the "**Suffolk County Council**"); and
- (4) ~~(3)~~ **NNB GENERATION COMPANY (SZC) LIMITED** whose registered office is at 90 Whitfield Street, London, England W1T 4EZ (Company Number 09284825) ("**SZC Co**").

WHEREAS:

- (H) On [●] the Secretary of State made the Development Consent Order;
- (I) ~~(A)~~ East Suffolk Council is the local planning authority for the area in which the Sites other than the Pakenham Site are situated.
- (J) West Suffolk Council is the local planning authority for the area in which the Pakenham Site is situated.
- (K) ~~(B)~~ The Suffolk County Council is also a local planning authority ~~and is~~ the highway authority (except for trunk roads), the waste planning authority, the lead flood authority, fire and rescue authority and the education authority for the area in which the Sites are situated.
- ~~(C) SZC Co submitted the Application to the Planning Inspectorate on 27 May 2020 for development consent to construct, operate and maintain the Project. The Application was accepted for examination by the Planning Inspectorate on 24 June 2020. The Secretary of State is responsible for determining the Application.~~
- (L) ~~(D)~~ It is intended that SZC Co will be SZC Co is 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 and is deemed to be a person interested in the Sites in accordance with Article [●] of the Development Consent Order.
- (M) ~~(E)~~ The parties to this Deed have agreed to enter into this Deed in order to secure the performance of the development consent obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Deed (which shall include the Recitals, Schedules and Appendices 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 Planning Act 2008 submitted to the Planning Inspectorate on 27 May 2020 and given reference number EN010012;

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

"CIL" means the charge created pursuant to section 205 of the 2008 Act and Regulation 3 of the CIL Regulations and referred to as the Community Infrastructure Levy in those enactments;

"CIL Regulations" means the Community Infrastructure Levy Regulations 2010;

"Commencement" means the carrying out of a material operation as defined in section 155 of the 2008 Act comprised in the Project other than ~~operations consisting of Preparatory Works~~;

(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;

"Communications Officers" means [●];

"Construction Period" means the period between ~~the Transitional Date and~~ (i) the Commencement Date; and (ii) date of receipt of fuel for Unit 2;

"Consumer Prices Index" means the consumer prices index excluding indirect taxes published by the Office for National Statistics or any official publication substituted for it;

"Contributions" means the financial contributions to be made by SZC Co pursuant to the Schedules to this Deed, a summary of which is set out in Annex [●] to this Deed and the word

"Contribution" means any one of these;

"Councils" means East Suffolk Council and ~~the Suffolk~~ County Council or (as the context may require) any one or more of them;

"Development Consent Order" means the development consent order ~~to be~~ made pursuant to the Application;

"Dispute" means any dispute, issue, difference or claim as between the parties in respect of any matter contained in or arising from or relating to this Deed or the parties' obligations and rights pursuant to it (other than in respect of any matter of law);

["Expert" means an independent person appointed in accordance with the provisions of clause ~~10~~ 8 to determine a Dispute between the parties to this Deed;]

"External Communications" means [●];

"Fen Meadow Sites" means the Benhall Site, the Halesworth Site and the Pakenham Site, together;

"Freight Management Facility Site" means the land shown ~~[edged in red]~~ on Plan ~~[●] 1E~~

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

"Index" means ~~[●]; the Consumer Prices Index or in default of publication thereof such substitute index as the parties may agree in accordance with clause 10;~~

"Index Linked" means the application of the Index to the relevant sum or Contribution in accordance with clause ~~12~~ 10;

"Interest Rate" means [●]% above the [●] base rate applicable at the Payment Date;

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

“new Sizewell B relocated facilities permission” means any planning permission granted by East Suffolk Council under the 1990 Act which authorises the development of the Relocated Facilities Works or development substantially similar to the Relocated Facilities Works;

“Northern Park and Ride Site” means the land shown ~~[edged in red]~~ on Plan ~~[●] 1F~~ annexed to this Deed;

“Operational Period” means [●];

“Park and Ride Sites” means the Northern Park and Ride Site and the Southern Park and Ride Site;

“Pakenham Site” means the land shown edged in red on Plan 1M annexed to this Deed;

“Payment Date” means the date when a Contribution or other sum of money is due to be paid, provided or made available by SZC Co pursuant to this Deed;

“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. ~~9A3~~, Work No. ~~10A-9~~, Work No. 10 or Work No. ~~13A-13~~ in Schedule 1 to the Development Consent Order).

“Project” means the authorised project development as defined in and ~~to be~~ authorised by the Development Consent Order;

“Qualifying Interest” means such interest in the land sufficient to meet the requirements of Section 106(1) of the 1990 Act which shall include SZC Co's status as undertaker for the purposes of the Development Consent Order in accordance with the provisions of Article [●] of the Development Consent Order whereby the undertaker is deemed to be a person interested in the Sites for the purposes of Section 106(1) of the 1990 Act;

“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;

“Second Relocated Facilities Section 106 Agreement” means the agreement under section 106 of the 1990 Act and other relevant powers dated ~~13 November 2019~~ 17 February 2021 and made between East Suffolk Council and ~~EDF Energy Nuclear Generation Limited~~ NGL (as varied from time to time);

“Relocated Facilities” means ~~[Work No. 1D and/or Work No. 1E] in Schedule 1 to the Development Consent Order~~;

“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 pursuant to the hybrid application for Work No. 1E submitted on 16 November 2020 with reference DC/20/4646/FUL and any amendments thereto submitted on behalf of ~~EDF Energy Nuclear Generation Limited~~ NGL to East Suffolk Council (the "Second Sizewell B Relocated Facilities Permission").

"Sizewell C Construction Workforce" means persons:

- (a) employed to work on the Sizewell C Project at the Main Development Site or one or more of the Associated Development Sites as their main place of work; and
- (b) who have been at the Main Development Site or one or more of the Associated Development Sites on at least 5 separate days in a 30 day period during the Construction Period; and
- (c) who have been at the Main Development Site or [one or more of] the Associated Development Sites for at least 37.5 hours in a 30 day period during the Construction Period.

"Sizewell Link Road Site" means the land shown ~~[edged in red]~~ on Plan [●] 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 annexed to this Deed;

"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 ~~of Commencement of works~~ 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;

"Two Village Bypass Site" means the land shown ~~[edged in red]~~ on Plan [●] on Plans 1I(a) and 1I(b) annexed to this Deed;

"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; and

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

1.2 ~~1.2~~ In this Deed, unless stated otherwise:

- 1.2.1 ~~1.2.1~~ words incorporating the singular include the plural and vice versa and words importing any gender include every gender;

- 1.2.2 ~~4.2.2~~ words importing persons include firms, companies, corporations, and vice versa;
- 1.2.3 ~~4.2.3~~ references to East Suffolk Council shall include the successors to East Suffolk Council's statutory functions as local planning authority;
- 1.2.4 ~~4.2.4~~ references to ~~the Suffolk~~ County Council shall include the successors to ~~the 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 references to the successors in title to its interests in the SZC Development Site and persons deriving title therefrom (except where the contrary is expressly provided);~~
- 1.2.5 ~~4.2.6~~ 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);
- 1.2.6 ~~4.2.7~~ references to recitals, clauses, paragraphs and Schedules are references to the relevant clauses and paragraphs of and schedules to this Deed;
- 1.2.7 ~~4.2.8~~ words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of the restriction;
- 1.2.8 ~~4.2.9~~ references to any statute or statutory provision include references to:
- (A) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Deed;
 - (B) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
 - (C) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
- 1.2.9 ~~4.2.10~~ if any provision of this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected, impaired or called into question;
- 1.2.10 ~~4.2.11~~ the ~~recitals~~, 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;
- ~~1.2.12 — in the event of any conflict between the provisions of this Deed and of any document annexed hereto or referred to herein, the provisions of this Deed shall prevail;~~
- 1.2.11 ~~4.2.13~~ references to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties;
- 1.2.12 ~~4.2.14~~ references to "notice" shall mean notice in writing;
- 1.2.13 ~~4.2.15~~ references to "including" shall mean including without limitation;
- 1.2.14 ~~4.2.16~~ terms and expressions defined in the Schedules shall have the meanings specified wherever those terms and expressions are used in this Deed;
- 1.2.15 ~~4.2.17~~ the Interpretation Act 1978 shall apply to this Deed; and

1.2.16 ~~1.2.18~~ where any payment in this Deed is expressed to be payable on or before an event or activity, that event or activity shall not commence until the relevant payment has been made.

2. LEGAL EFFECT

2.1 This Deed ~~is contains planning obligations that are development consent obligations~~ made pursuant to section 106 of the 1990 Act, ~~and is also 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 covenants given by the Owner are development consent obligations (to the extent that they are capable of being so) for the purposes of section 106 of the 1990 Act and are enforceable:~~

2.2 ~~2.2.1 by East Suffolk Council as the~~ The planning obligations contained within this Deed are enforceable by each of the Councils as a local planning authority in respect of the SZC Development Site; and accordance with section 106(3) of the 1990 Act against SZC Co in respect of its Qualifying Interest in the Sites as bound under clause 4.

2.3 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 (save as modified by the Development Consent Order) as if the Relocated Facilities Works authorised by the Development Consent Order were authorised by the Second Sizewell B relocated facilities permission.

~~2.2.2 by the County Council as local highway authority, lead flood authority, local education authority, and as a party to this Deed.~~

3. CONDITIONALITY

3.1 Subject to clauses 3.2 ~~and~~, 3.3, and 3.4 the parties agree that none of the terms or provisions in this Deed shall have operative effect unless and until:

~~3.1.1 the Development Consent Order has been duly made; and~~

~~3.1.2 the Transitional Date has occurred.~~

3.1.1 the Commencement Date has occurred.

[with the exception of this clause 3 and clauses [●] and clause 4 insofar as it relates to obligations in the Schedules that must be complied with prior to the Commencement Date all of which shall have operative effect from the date of this Deed].

3.2 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 has been 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, 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~~] days 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 variations to its terms necessitated through the redetermination process.

3.3 Where the Application is refused, but the Development Consent Order is granted following redetermination by the Secretary of State following the final determination of judicial review proceedings under section 118 of the 2008 Act, this Deed will, upon granting of the Development Consent Order, take effect in accordance with its terms subject to any variations to its terms necessitated through the redetermination process.

3.4 ~~3.3~~ 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 ~~3.3.1~~ 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;
- (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; or
- (C) when any appeal is finally determined and no further appeal may be made.

4. DEVELOPMENT CONSENT OBLIGATIONS

4.1 Subject to clause 3, clause 5, and clause 6 the development consent obligations in this Deed bind the Sites.

4.2 ~~4.1~~ SZC Co covenants with the Councils to perform:

4.2.1 ~~4.1.1~~ the development consent obligations contained in the Schedules; and

4.2.2 ~~4.1.2~~ any other obligations which are not development consent obligations contained in the Schedules pursuant to section 111 of the Local Government Act 1972 and all other powers so enabling;

~~in each case so far as they relate to SZC Co's land interests in the SZC Development Site from time to time.~~

4.3 ~~4.2~~ East Suffolk Council, West Suffolk Council and ~~the Suffolk~~ County Council each covenants with SZC Co to perform the obligations on their respective parts contained in this Deed.

~~4.3 — The parties agree that the development consent obligations contained in this Deed will not be enforceable against any other owner of any land interest in the Sites who is not a party to this Deed nor against any successors in title to or any person claiming through or under the other such owner's interest in the Sites (save for SZC Co) unless that person itself undertakes any part of the Project.~~

~~4.4 — The obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the SZC Development Site from time to time or any person deriving title from such mortgagee or chargee unless and until any such party takes possession of the SZC Development Site (or any part thereof to which such obligation relates) in which case it will be bound by the obligations as a person deriving title from the Owner PROVIDED THAT neither any mortgagee or chargee or person deriving title through such mortgagee or chargee will be liable for any breach of the obligations contained in this Deed unless committed at a time when that person is in possession of the SZC Development Site (or any part thereof to which such obligation relates).~~

5. **RELEASE**

- 5.1 SZC Co. ~~and its successors in title and those deriving title from them shall, upon disposing of the whole or any part of their respective interests in the Sites shall, upon transfer of the entire benefit of the Development Consent Order pursuant to article [9] of the Development Consent Order~~, be released from all obligations in this Deed in relation to that interest ~~or the relevant part thereof (as the case may be)~~ but without prejudice to the rights of the parties in relation to any antecedent breach of those obligations.

~~6. FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENT ORDERS~~

- ~~6.1 Nothing in this Deed shall prohibit or limit the right to use or develop any part of the Sites in accordance with and to the extent permitted by a certificate of lawful use, planning permission, harbour empowerment order, Transport and Works Act order, development consent order or other statutory authority other than the Development Consent Order granted either before or after the date of this Deed.~~

~~6.~~ **7-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 and West Suffolk Council will forthwith cancel all entries made in ~~its~~ their respective registers of local land charges in respect of this Deed.

~~7.~~ **8-CERTIFICATES OF COMPLIANCE**

- ~~7.1~~ **8.1** East Suffolk Council will ~~without delay upon~~ within 21 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 and promptly register the same in the register of local land charges maintained by East Suffolk Council~~ subject to payment by SZC Co of East Suffolk Council's reasonable legal fees for complying with this clause 7.1.

- ~~7.2~~ West Suffolk Council will within 21 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 and promptly register the same in the register of local land charges maintained by West Suffolk Council subject to payment by SZC Co of West Suffolk Council's reasonable legal fees for complying with this clause 7.2.

- ~~7.3~~ Suffolk County Council will within 21 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 and promptly procure that the same is entered in the register of local land charges maintained by East Suffolk Council or East Suffolk Council (as relevant) subject to payment by SZC Co of Suffolk County Council's reasonable legal fees for complying with this clause 7.3.

- ~~8.2 Where East Suffolk Council is obliged to execute a deed of release or partial release pursuant to clause 9.1, the other parties to this Deed shall without delay enter into such deed to the extent necessary to effect such release or partial release.~~

8. **9.RESOLUTION OF DISPUTES³**

8.1 **9.1**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 ~~[●]~~ ~~representative[s]~~ one representative from each party of senior director level.

8.2 **9.2⁵**If the parties are unable to resolve the Dispute amicably pursuant to clause ~~10.18.1~~, one party may by serving notice on all the other parties (the "Notice") refer the Dispute to an Expert for determination.

8.3 **9.3**The Notice must specify:

8.3.1 **9.3.1**the nature, basis and brief description of the Dispute;

8.3.2 **9.3.2**the clause or paragraph of this Deed pursuant to which the Dispute has arisen; and

8.3.3 **9.3.3**the proposed Expert.

8.4 **9.4**In the event that the parties are unable to agree whom should be appointed as the Expert within [●] Working Days after the date of the Notice then ~~any~~ either party may request 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 [●] Working Days of the request, and any failure for such nomination to be made within [●] 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 **9.5**If the appointed Expert is or becomes unable or unwilling to act, any party may within [●] 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 10.4~~ clause 8.4 to settle the appointment of the replacement Expert.

8.6 **9.6**The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.

8.7 The Expert is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision.

8.8 **9.7**The Expert will be appointed subject to an express requirement that he reaches his decision and communicates 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 [●] Working Days from the date of his appointment to act.

8.9 **9.8**The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within [●] Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further [●] Working Days in respect of any such submission and material.]

9. **10.NOTICES**

9.1 **10.1**Any notice, consent or approval or other communication required to be given under this Deed must be in writing and shall be ~~sent to the address of the addressee and marked for the attention of the persons identified below or instead to such other persons as may be substituted for them from time to time~~ addressed as provided for in clause 9.4.

³ Note: Discussions on the potential governance of funds and monitoring obligations are ongoing between SZC Co, East Suffolk Council and ~~the Suffolk~~ County Council. It is intended that the governance arrangements will support amicable review of compliance with the section 106 agreement and avoid disputes.

⁴ Note: Relevant seniority of such representatives subject to further consideration.

⁵ Note: Process to be followed for the resolution of Disputes subject to further consideration.

9.2 ~~10.2~~ 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 ~~10.2.1~~ if delivered by hand, on the next Working Day after the day of delivery; and

9.2.2 ~~10.2.2~~ if sent by pre-paid recorded delivery post and posted within the United Kingdom, on the day [●] Working Days after the date of posting.

9.3 ~~10.3~~ A notice received or deemed to be received in accordance with Clause ~~11.2~~ 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.

~~10.4~~ The address for service of any such notice, consent or approval as aforesaid shall:

~~10.4.1~~ in the case of service upon East Suffolk Council be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of [●];

~~10.4.2~~ in the case of service upon the County Council be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of [●]; and

~~10.4.3~~ in the case of service upon SZC Co be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of [●].

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: [●]

Relevant addressee: [●]

Reference: [●]

9.4.2 in the case of East Suffolk Council:

Address: [●]

Relevant addressee: [●]

Reference: [●]

9.4.3 in the case of West Suffolk Council:

Address: [●]

Relevant addressee: [●]

Reference: [●]

9.4.4 for SZC Co:

Address: NNB Generation Company (SZC) Limited, 90 Whitfield Street, London, England W1T 4EZ

Relevant addressee: Chief Planning Officer

Reference: SIZEWELL C S.106

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. ~~41.~~ **INDEXATION**

Unless otherwise indicated in this Deed, all payments and financial contributions to be paid , provided or made available pursuant to this Deed will be increased by reference to the amount of the ~~quarterly~~ [•] increase in the ~~relevant~~ Index from the date of this Deed until the date payment is due in accordance with the following formula: ~~[•]~~

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

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 last published before the Payment Date; and

"Index at today's date" is the relevant Index last published prior to the date the Development Consent Order is made.

11. ~~42.~~ **INTEREST**

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

12. ~~43.~~ **NOTICE OF PHASES, PAYMENTS AND DISPOSITIONS**

12.1 ~~43.1~~ SZC Co shall notify each of the other parties to this Deed:

12.1.1 ~~43.1.1~~ at least [•] Working Days prior to the Commencement Date, of the anticipated date of Commencement of works pursuant to the Development Consent Order 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~~ clause;

12.1.2 ~~43.1.2~~ prior to the Transitional Date, of the anticipated date of the Transitional Date;

12.1.3 ~~43.1.3~~ within ~~[•]~~ 10 Working Days of the actual Commencement Date and Transitional Date; and

12.1.4 ~~43.1.4~~ within ~~[•] weeks~~ 10 Working Days of the day on which the Construction Period ends.

12.2 ~~43.2~~ SZC Co shall give written notice to East Suffolk Council ~~within [•] Working Days of SZC Co paying, providing or making available to any third party any sum of money required to be paid, provided or made available pursuant to this Deed.~~ and Suffolk County Council within 20 Working Days of any disposition of the whole or any part of its interests in the Sites.

12.3 SZC Co shall give written notice to West Suffolk Council within 20 Working Days of any disposition of the whole or any part of its interests in the Pakenham Site.

~~43.3~~ ~~SZC Co shall give written notice to East Suffolk Council within [•] Working Days of any disposition of the whole or any part of its interests in the SZC Development Site.~~

- 12.4 ~~13.4~~ 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 Councils that the variation is unlikely to give rise to any materially new or materially different environmental effects in comparison with those assessed in granting the Development Consent Order.

13. COMMUNICATIONS

- 13.1 The Communications Officers for East Suffolk Council and Suffolk County Council (or such other central point as may be agreed between SZC Co, East Suffolk Council and Suffolk County Council) will coordinate external communications on behalf of Suffolk County Council and East Suffolk Council with SZC Co's communications team. This will be conducted in accordance with a protocol agreed between SZC Co and the Councils. Once communications material associated with a project or activity funded from the Contributions has been produced in accordance with the 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.

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

13.2.1 SZC Co shall be acknowledged as having funded such works, projects or benefits;

13.2.2 SZC Co branding and/or corporate images or logos shall be included (unless instructed to the contrary by SZC Co) in literature or publicity material relating to such works, projects or benefits;

13.2.3 signage (at the discretion 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

13.2.4 SZC Co shall have the right to be involved in publicity activities relating to such works, projects or benefits in consultation with the Councils.

14. NATIONAL POLICY STATEMENT EN-1

~~14. COMMUNITY INFRASTRUCTURE LEVY~~

- 14.1 The Parties agree that the development consent obligations contained in the Schedules to this Deed are necessary to make the Development Project acceptable in planning terms, are directly related to the Development Project and are fairly and reasonably related in scale and kind to the Development Project and thus satisfy the tests in regulation 122(2) of the CIL Regulations paragraph 4.1.7 of NPS EN-1.

~~15. PLANNING GAIN~~

- ~~15.1~~ If after the date of this Deed any tax, levy, tariff, charge or similar relating to the grant of planning permission or development consent is enacted or brought into force (either through CIL or otherwise) and the terms of the law as enacted mean that such tax, levy, tariff, charge or similar applies to the Project such that additional financial payments will be required in respect of the Project then the Councils and SZC Co agree that they shall consult with each other as to the effect of the tax, levy, tariff, charge or similar.

- ~~15.2~~ In consulting with each other under clause 16.1, SZC Co and the Councils shall discuss whether it would be appropriate, reasonable and financially viable to impose any additional financial burden on the Project and whether it would be appropriate to modify this Deed in consequence of any such tax, levy, tariff, charge or similar and in discussing the matter the

~~SZC Co and the Councils shall take into consideration that the Councils and SZC Co agree and acknowledge that the development consent obligations in this Deed appropriately mitigate the effects of the Project and that the parties wish to see the Project completed.~~

15. ~~16.~~ **PAYMENTS TO THIRD PARTIES**

15.1 ~~16.1~~ The Schedules to this Deed are subject to this clause ~~16~~15.

15.2 ~~16.2~~Save Where any payments identified in the Schedules to this Deed are stated to be payable by SZC Co to East Suffolk Council, [West Suffolk Council], or Suffolk County Council for ~~the Sizewell C Community Fund, no sums of money expressed in this Deed to be payable onward transfer~~ to a person who is not a party to this Deed ~~shall be payable to such person unless and until that person has entered (a "third party"), East Suffolk Council, [West Suffolk Council] or Suffolk County Council (as relevant) and SZC Co shall use reasonable endeavours to enter~~ into an agreement with ~~SZC Co~~ the third party substantially in the form attached to this Deed at Annex [●] ~~-(a "Deed of Covenant").~~

15.3 If after using reasonable endeavours East Suffolk Council, West Suffolk Council or Suffolk County Council (as relevant) is unable to enter into a Deed of Covenant with any third party prior to the date when payment is due to be paid to that third party:

15.3.1 neither East Suffolk Council, West 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;

15.3.2 East Suffolk Council, West 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;

15.3.3 if no Deed of Covenant has been entered into within [●] Working Days of the date when the payment was due to be paid, SZC Co and the East Suffolk Council, West Suffolk Council or Suffolk County Council (as relevant) shall meet to determine either alternative delivery of the relevant mitigation or an alternative form of mitigation.

16. ~~17.~~ **VAT**

16.1 ~~17.1~~ All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.

16.2 ~~17.2~~ 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.

16.3 [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.]

~~18.~~ **APPROVALS**

~~18.1~~ ~~Where any approval, agreement, consent, certificate, confirmation or an expression of satisfaction is required under the terms of this Deed such approval, agreement, consent,~~

~~certificate, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.~~

17. **LEGAL COMPLIANCE**

17.1 Nothing in this Deed (including its Schedules) shall require SZC Co to do anything that would be or that SZC Co is properly advised by its legal advisors would be contrary to data protection, confidentiality and/or any other applicable legal requirements or otherwise unlawful for any reason.

17.2 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.

18. ~~19.~~ **COUNCILS' POWERS**

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

19. ~~20.~~ **GOOD FAITH**

The parties agree with each other to act reasonably and in good faith in the discharge of the obligations contained in this Deed.

20. ~~21.~~ **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.

21. ~~22.~~ **JURISDICTION**

21.1 ~~22.1~~ 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.

21.2 ~~22.2~~ 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).

22. ~~23.~~ **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.

23. ~~24.~~ **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. ~~1.2~~ **THE CONTRIBUTIONS**

- 2.1 ~~1.1~~ East Suffolk Council and ~~the Suffolk~~ County Council⁶ shall each 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 [●] Working Days of the establishment of such account or accounts,~~ notify the account details to SZC Co.

- 2.2 ~~1.2~~ 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 ~~1.3~~ 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 ~~1.4~~ East Suffolk Council and ~~the 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 ~~paragraph~~ Schedule 1.

3. ~~2~~ **APPLICATION OF CONTRIBUTIONS**

- 3.1 ~~2.1~~ 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 ~~2.2~~ 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 ~~2.3~~ Notwithstanding paragraph ~~2.23.2,~~ 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. ~~3~~ **UNSPENT CONTRIBUTIONS**

- 4.1 ~~3.1~~ Unless expressly stated otherwise in this Deed, if any amount of money ~~(except amounts paid out of the Sizewell C Community Fund)~~ paid to the Councils under this Deed by SZC Co remains unspent within ~~[●] 5~~ years of the date that amount was paid by SZC Co, the Councils shall repay any such unspent monies together with any Accrued Interest on those monies to SZC Co or its nominee within [●] Working Days of a request from SZC Co, unless otherwise agreed between the parties.

⁶ Note: The role of West Suffolk Council and need for any contributions to be made to West Suffolk Council is subject to further engagement and consideration. Planning obligations in West Suffolk Council's area may be covered by East Suffolk Council and there is therefore ongoing discussions as to whether West Suffolk Council will be included in this Schedule

5. **4.REGISTRATION**

5.1 ~~4.1~~ This Deed shall be registered by East Suffolk Council promptly after the date of this Deed as a local land charge in the register of local land charges maintained by East Suffolk Council.

5.2 ~~4.2~~ Following the performance and satisfaction of all the obligations contained in this Deed, East Suffolk Council will forthwith effect the cancellation of all entries made in the register of local land charges in respect of this Deed and East Suffolk Council shall use all endeavours to effect such a cancellation within a period of [●] Working Days.

6. **5.APPROVAL**

Where in this agreement it is stated that the East Suffolk Council's or ~~the Suffolk~~ County Council's consent, approval or agreement is required, the relevant Council agrees not to unreasonably withhold its consent approval or agreement and to confirm in writing its consent, approval or agreement or otherwise of the relevant matter, scheme or measure within [●] days of the date of receipt of ~~such [schemes and or measures]~~ details of such matter, scheme or measure, or such longer period as may be agreed in writing between SZC Co and the relevant Council, and in the event of ~~it the relevant Council~~ failing to respond within the ~~said [●] days~~ relevant decision period (or longer period as agreed) that SZC Co may proceed with the Project on the basis that such matter, scheme and or measures have or measure has been approved by the relevant Council.

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:

"[●] Officer" means the suitably qualified and experienced officer employed or contracted by [East Suffolk Council] [and/or] ~~the Suffolk~~ County Council] to [●]; and

"Officers" means all those persons employed or otherwise appointed by ~~the Councils~~ [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; ~~and~~

~~"[●]" means [●].~~

2. [●] OFFICER

- 2.1 SZC Co shall pay to East Suffolk Council:

2.1.1 the sum of [●] on or before [●];
as a contribution towards the cost of East Suffolk Council employing the [●] Officer.

3. [●] OFFICER

- 3.1 SZC Co shall pay to ~~the Suffolk~~ County Council:

3.1.1 the sum of [●] on or before [●];
as a contribution towards the cost of ~~the Suffolk~~ County Council employing the [●] Officer.]

4. GOVERNANCE

- 4.1 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 ~~over and above their normal statutory duties as a result of the Project~~ and to ensure the efficient operation and management of the Project (in particular in managing the discharge of requirements pursuant to the Development Consent Order and the discharge and monitoring of obligations set out within this Deed).

~~4.2 East Suffolk Council and the County Council shall use their best endeavours to ensure that Officers shall not be allocated other additional duties that prevent them from fulfilling the Councils' obligations in relation to the matters referred to in paragraph 4.1.~~

- 4.2 ~~4.3~~ The Councils shall within [●] Working Days of receiving a request from SZC Co produce itemised timesheets showing all of the matters that the Officers have worked on during the period of their employment pursuant to this Schedule 2, to include both matters relating to the Project and any other matters.

5. [REVIEW]

- 5.1 [SZC Co shall provide to the Councils prior to [●] an anticipated programme for the submission of material to the Councils to discharge relevant requirements pursuant to the Development Consent Order.]
- 5.2 SZC Co together with the Councils shall carry out a joint review of the dedicated staff resources funded by SZC Co pursuant to this Schedule 2 [on or before the second

⁷ Note: Resourcing, including in respect of participation in governance arrangements, is subject to further consideration and engagement with the Councils.

anniversary of Commencement and again on or before the fourth anniversary of Commencement] having regard to:

- 5.2.1 [the progress of the Project against SZC Co's anticipated programme for the overall Project;]
 - 5.2.2 [the amount and complexity of the work anticipated in relation to the completion of the remaining tasks that the Councils need to perform in relation to the discharge of requirements pursuant to the Development Consent Order, the discharge and monitoring of obligations set out within this Deed and any other matters requiring staff resources funded by SZC Co;]
 - 5.2.3 the level of activity undertaken by the Officers in relation the Project as evidenced by the itemised timesheets of the Officers described in paragraph 5.2; and
 - 5.2.4 the anticipated duties likely to be imposed on the Councils over and above their normal statutory duties during the remainder of the Construction Period.
- 5.3 Following the joint review to be carried out by SZC Co and the Councils pursuant to paragraph 6.2, SZC Co shall prepare a report identifying whether any funding of staff resources funded by SZC Co pursuant to this Deed should, either partially or fully, continue or be adjusted after the periods provided for in this Schedule 2.
- 5.4 SZC Co shall provide a copy of the report completed under paragraph 6.3 to the Councils by not later than [●] and shall thereafter provide any funding in the amount and at the intervals determined by SZC Co pursuant to paragraph 6.3.]

SCHEDULE 3 ACCOMMODATION AND HOUSING

1. DEFINITIONS AND INTERPRETATION

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

“Accommodation Co-ordinator” means the accommodation co-ordinator or co-ordinators appointed or commissioned by SZC Co in accordance with paragraph 3 who shall:

- (a) collate, review and disseminate relevant information about the Project and Sizewell C Construction Workforce online to Accommodation Providers;
- (b) manage the Accommodation Management System, including maintaining relationships with Accommodation Providers and helping them to keep information related to their property up-to-date, and providing a point of contact for Accommodation Providers;
- (c) collect and regularly 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
- (d) provide information to SZC Co for the purposes of the preparation of the monitoring report pursuant to paragraph 6.2

“Accommodation Management System” means the accommodation management system to be established by SZC Co to:

- (a) provide information about the Sizewell C Construction Workforce to Accommodation Providers;
- (b) provide information to Accommodation Providers about the safety standards and quality standards which are required to be met in order for accommodation to be registered on the Accommodation Management System;
- (c) provide information to Accommodation Providers about tenancy guidance, regulations and legislation;
- (d) allow Accommodation Providers to register suitable accommodation;
- (e) include a searchable database of registered accommodation; and
- (f) provide contact information to enable the Sizewell C Construction Workforce to contact registered Accommodation Providers;

“Accommodation Providers” means people and businesses who wish to offer accommodation to the Sizewell C Construction Workforce and to register with the Accommodation Management System;

“Accommodation Type” means the type of accommodation, being either (i) private rented accommodation; (ii) owner occupied accommodation; (iii) tourist accommodation; or (iv) Latent Accommodation;

“Accommodation Working Group” or **“AWG”** means the group of the same name established pursuant to paragraph 6.1;

“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;

“LEEIE Caravan Park” means the caravan park to be provided as accommodation for the Sizewell C Construction Workforce at Land east of Eastlands Industrial Estate;

“HB Workers” means members of the Sizewell C Construction Workforce who in response to a workforce survey carried out pursuant to paragraph 6.2 indicate that they:

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

“Housing and Homelessness Services Resilience Measures” means measures to support the 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 Workforce, including (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 Fund” means the fund to be established by SZC Co in the amount of £[●] to be applied in accordance with this Schedule 3; ~~and~~

“Implementation Plan” has the meaning given in Schedule 9;

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

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

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

“Private Housing Supply Plan” means the plan to be prepared by East Suffolk Council and approved by the AWG 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;

“Project Accommodation” means the Accommodation Campus and the LEFIE Caravan Park;

“Sizewell C Construction Workforce” means persons:

(a) employed to work on the Sizewell C Project at the Main Development Site or one or more of the Associated Development Sites as their main place of work; and

(b) who have been at the Main Development Site or one or more of the Associated Development Sites on at least 5 separate days in a 30 day period during the Construction Period; and

(c) who have been at the Main Development Site or [one or more of] the Associated Development Sites for at least 37.5 hours in a 30 day period during the Construction Period.

“Social Review Group” means the group of the same name established pursuant to Schedule 17; and

“Tourist Accommodation Plan” means the plan to be produced by East Suffolk Council and approved by the Accommodation Working Group to set out measures to provide additional capacity and support to the tourist accommodation sector where effects may otherwise arise that could be reasonably attributed to the Project, including the following measures and others 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) 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 Sizewell C 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.

~~“[●]” means [●].~~

2. HOUSING FUND

~~2.1 [●]~~

2.1 The Housing Fund may only be applied towards any or all of the following initiatives:

2.1.1 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;

2.1.2 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;

2.1.3 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.

- 2.2 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:
- 2.2.1 is an effective means to mitigate the potential effects of the Project;
 - 2.2.2 gives priority to localities where the direct impacts of the Project are anticipated to be experienced;
 - 2.2.3 provides value for money;
 - 2.2.4 where the initiative aims to increase the supply of bedspaces:
 - (A) would deliver bedspaces prior to the sixth anniversary of the Commencement Date; 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.
- 2.3 On or before Commencement, and annually on or before the first six anniversaries of the Commencement Date, SZC Co shall pay £[●] to East Suffolk Council to be applied solely to towards administration, expenses, or other related costs of the elements of the Housing Fund identified at paragraphs 2.6.
- 2.4 During the Construction Period, on or before Commencement and annually on or before each anniversary of the Commencement Date, SZC Co shall pay £[●] to East Suffolk Council to be applied solely towards administration, expenses, or other related costs of the elements of the Housing Fund identified at paragraphs 2.7 and 2.8.
- 2.5 The maximum liability of SZC Co pursuant to this paragraph 2 is £[●].
- 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 AWG 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 AWG, £[●] to be applied in accordance with the approved Private Housing Supply Plan;
 - (B) from the first anniversary of the date of the approval of the Private Housing Supply Plan to the sixth anniversary of the date of the approval of the Private Housing Supply Plan, £[●], to be applied in accordance with the approved Private Housing Supply Plan.
 - 2.6.3 Every 6 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 6.2 of this Schedule 3:

- (A) estimated number of NHB Workers;
- (B) estimated locations of NHB Workers; and
- (C) estimated split of Accommodation Types used by NHB Workers.

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 instruct East Suffolk Council to prepare 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 1,000 bedspaces before the sixth anniversary of the Commencement Date.

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 AWG for approval.

2.7.2 SZC Co shall 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 AWG, £[●] to be applied towards implementation of the [initiatives to be funded pursuant to paragraphs 2.7.2(B) and 2.7.2(C) in accordance with the] Tourist Accommodation Plan;
- (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, £[●] to be applied towards planning advice, information, licencing and support; and
- (C) 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, £[●] to be applied towards loans to Accommodation Providers to enable the reconfiguration, expansion or any other increase in capacity of tourist accommodation in East Suffolk.

2.7.3 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 2.6.2 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 instruct East Suffolk Council to prepare a draft revised Tourist Accommodation Plan for its approval.

2.8 Housing and Homelessness Services Resilience Measures

2.8.1 SZC Co shall pay £[●] from the Housing Fund to East Suffolk Council in the following instalments:

(A) £[●] on or before the first anniversary of the Commencement Date;

(B) £[●] between the second anniversary of the Commencement Date and the end of the Construction Period in accordance with paragraph 2.8.2,

to be applied solely to the Housing and Homelessness Services Resilience Measures.

2.8.2 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 2.8.1(B)), 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 Workforce, including:

(1) an increased level of homeless presentations and applications in East Suffolk compared to the national average for the same period where there is;

(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. PROJECT ACCOMMODATION

3.1 Accommodation Campus

3.1.1 Unless otherwise agreed with the Accommodation Working Group, SZC Co shall use reasonable endeavours to deliver the Accommodation Campus in accordance with the Implementation Plan.

4. ACCOMMODATION CO-ORDINATOR

4.1 Throughout the Construction Period, SZC Co shall appoint one or more Accommodation Co-ordinators.

5. **ACCOMMODATION MANAGEMENT SYSTEM**

5.1 On or before the Commencement Date, SZC Co shall establish the Accommodation Management System.

5.2 SZC Co shall operate or procure the operation of the Accommodation Management System throughout the Construction Period.

6. **GOVERNANCE AND MONITORING**

6.1 **⁸[Accommodation Working Group**

6.1.1 On or before the Commencement Date, SZC Co shall establish the Accommodation Working Group which shall exist until the end of the Construction Period.

6.1.2 The Accommodation Working Group shall comprise:

- (A) [three] representatives from SZC Co.
- (B) [two] representative from East Suffolk Council, and
- (C) [one] representative from Suffolk County Council.

6.1.3 The Accommodation Working Group shall:

- (A) meet either virtually or in a convenient location in East Suffolk at least twice a year, with the representative of East Suffolk Council acting as chair;
- (B) meet within 3 months of Commencement;
- (C) refer any matter to the Social Review Group where members of the establish the Accommodation Working Group are unable to agree on any matter;
- (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 Resilience Measures as described in this Deed; and
 - (2) relevant monitoring information provided to the Accommodation Working Group described in this Deed.]

6.2 **Monitoring**

6.2.1 ⁹[Every [●] and [●] during the Construction Period, SZC Co will undertake a workforce survey, which will provide a statistically significant sample of the workforce to estimate:

- (A) the number of NHB Workers and HB Workers;
- (B) the Accommodation Type used by NHB Workers; and
- (C) the location (2011 Census Ward) of accommodation used by members of the Sizewell C Construction Workforce as determined by their postcode,

⁸ Note: The governance arrangements for the Accommodation Working Group are subject to further consideration and engagement.

⁹ Note: The details of proposed monitoring measures are subject to further discussion between SZC Co and the Councils. The monitoring obligations will depend upon the substantive obligations and the governance arrangements.

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

- 6.2.2 SZC Co will use the workforce survey carried out pursuant to paragraph 6.2.1 and any information provided by the Accommodation Coordinator to produce a monitoring report for the Accommodation Working Group within [2] months of the close of each workforce survey.

DRAFT

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:

¹⁰**“Community Liaison Service”** means a service to be provided by SZC Co as defined by the Code of Construction Practice to provide a liaison service between the Project and its contractors and local community groups and members of the public.]

“Emergency Services Contribution” means the sum of £[●] in total for the purposes of mitigating the potential significant impacts of or risks associated with the Project on the provision of services by Suffolk Constabulary, Suffolk Fire and Rescue Service, and East of England Ambulance Service Trust which is to be paid in accordance with paragraph 3;

“Emergency Services Contingency Contribution” means the sum of up to £[●] in total to be paid in accordance with and for the purposes specified in paragraph 4;

“Community Safety Working Group” means the group established pursuant to paragraph 5.1 to liaise on community safety matters in respect of the Project;

“Community Safety Working Group Terms of Reference” means the terms of reference annexed to this Deed at Annex [●], as may be amended by the Community Safety Working Group from time to time;

“Emergency Co-ordinator” means the emergency co-ordinator or co-ordinators appointed by SZC Co in accordance with paragraph 2.1.1 who shall:

- (a) appraise any incidents and allocate the On-site Emergency Response, and contact Suffolk Constabulary, Suffolk Fire and Rescue Service, and East of England Ambulance Service Trust to request assistance if required;
- (b) ensure a single point of contact with Suffolk Constabulary, Suffolk Fire and Rescue Service, and East of England Ambulance Service Trust; and
- (c) meet Suffolk Constabulary, Suffolk Fire and Rescue Service, and East of England Ambulance Service Trust, (as relevant) at the previously agreed rendezvous point and escort them to the scene of the incident;

“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 2.1.3 and located on the SZC Development Site during the Construction Period;

“On-site Security” means the private security service to be provided by SZC Co pursuant to paragraph 2.1.2;

“Public Services Resilience Fund” has the meaning given in Schedule 5;

“Sizewell Health” has the meaning given in Schedule 6; and

“Transport Co-ordinator” has the meaning given in Schedule 16

2. ON-SITE EMERGENCY RESPONSE

2.1 Throughout the Construction Period, SZC Co shall:

2.1.1 appoint one or more Emergency Co-ordinators;

¹⁰ Note: Provision of this service has been requested by stakeholders and is agreeable in principle. However, role of this service is subject to further consideration.

- 2.1.2 provide On Site Security; and
- 2.1.3 provide On Site Fire and Rescue.

3. **11[EMERGENCY SERVICES CONTRIBUTION**

- 3.1 During the Construction Period, the following sums from the Emergency Services Contribution shall be paid by SZC Co to the County Council for onward payment to the Suffolk Constabulary:
- 3.1.1 the sum of £[●] to contribute towards reasonable dedicated additional resourcing related to potential temporary uplift in demand for local police services related to the Project and its NHB Workforce (including site familiarisation and collaboration in the Community Safety Working Group), such sum to be paid in the following instalments:
 - (A) ¹²£[●] before or on Commencement; and
 - (B) £[●] before or on [●].
- 3.2 During the Construction Period the following sums from the Emergency Services Contribution shall be paid by SZC Co to the County Council for the provision of the Suffolk Fire and Rescue Service:
- 3.2.1 the sum of £[●] to contribute towards costs incurred by Suffolk Fire and Rescue Service reviewing and updating plans for responding to incidents in relation to the Project, including site familiarisation visits, and co-ordinating with the Project, such sum to be paid in the following instalments: [●]; and
 - 3.2.2 the sum of £[●] to be paid in [●] equal annual instalments beginning on the Commencement Date to contribute towards:
 - (A) preparation for and attendance at meetings of the Community Safety Working Group during the Construction Period; and
 - (B) collaborative work with other stakeholders in the Community Safety Working Group to help deliver the measures in this Deed;
- 3.3 The following sums from the Emergency Services Contribution shall be paid by SZC Co to the County Council for onward payment to the East of England Ambulance Service Trust:
- 3.3.1 The sum of £[●] to contribute towards additional call-outs to the SZC Development Site, such sum to be paid in tranches against the presentation of an invoice following each call-out;
 - 3.3.2 The sum of £[●] to contribute towards the costs incurred by East of England Ambulance Service Trust reviewing and updating plans for responding to incidents in relation to the Project, including site familiarisation visits, and co-ordinating with the Project, such sum to be paid in the following instalments: [●]; and
 - 3.3.3 the sum of £[●] to be paid in [●] equal annual instalments beginning on the Commencement Date to contribute towards:
 - (A) preparation for and attendance at meetings of the Community Safety Working Group during the Construction Period; and

¹¹ Note: The Strategic Relationship Protocols (SRPs) will set out the roles and responsibilities of SZC Co and each Emergency Service provider. These SRPs will be private agreements between SZC Co and the Emergency Services providers. The scope and level of the financial contributions in this Clause will be finalised once the SRPs are in agreed form. However, it is likely to include the draft elements included here.

¹² Note: Phasing of Emergency Services Contribution is subject to further discussion.

(B) collaborative work with other stakeholders in the Community Safety Working Group to help deliver the measures in this Deed.

4. **EMERGENCY SERVICES CONTINGENCY CONTRIBUTION**

4.1 Subject to paragraph 4.4, SZC Co shall pay to East Suffolk Council:

4.1.1 in the event that any protest or demonstration against the Project occurs during the Construction Period, an amount determined in accordance with paragraph 4.4 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 4.1.1 shall not exceed £[●]; and

4.1.2 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 in accordance with paragraph 4.4 to contribute towards the costs incurred by ESC in relation to that evacuation PROVIDED THAT the total amount paid under this paragraph 4.1.2 shall not exceed £[●].

4.2 Subject to paragraph 4.4, SZC Co shall pay to Suffolk County Council:

4.2.1 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 in accordance with paragraph 4.4 to contribute towards the costs incurred by SCC in relation to that evacuation PROVIDED THAT the total amount paid under this paragraph 4.2 shall not exceed £[●].

4.3 Subject to paragraph 4.4, SZC Co shall pay to Suffolk County Council:

4.3.1 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 determined in accordance with paragraph 4.4 to contribute towards the costs reasonably incurred by Suffolk Constabulary in carrying out that public safety initiative;

4.3.2 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 determined in accordance with paragraph 4.4 to contribute towards the costs reasonably incurred by Suffolk Fire and Rescue Service in carrying out that public safety initiative; and

4.3.3 for onward payment to East of England Ambulance Service Trust, in the event that East of England Ambulance Service Trust (acting reasonably) during the Construction Period conducts a public safety initiative the need for which is directly attributable to the Project, an amount determined in accordance with paragraph 4.4 to contribute towards the costs reasonably incurred by East of England Ambulance Service Trust in carrying out that public safety initiative,

PROVIDED THAT the total amount to be paid under this paragraph 4.3 shall not exceed £[●].

4.4 Payments pursuant to this paragraph 4 shall only be made following 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.

5. **COMMUNITY SAFETY WORKING GROUP**

5.1 ¹³On or before the Commencement Date, SZC Co shall establish the Community Safety Working Group which shall exist until the end of the Construction Period and shall operate in accordance with the Community Safety Working Group Terms of Reference.

5.2 The Community Safety Working Group shall comprise the following members:

5.2.1 two representatives to be nominated by SZC Co;

5.2.2 the Transport Co-ordinator;

5.2.3 two representatives from a department or service relevant to public health, community and social care to be nominated by East Suffolk Council;

5.2.4 two representatives from a department or service relevant to public health, community and social care to be nominated by Suffolk County Council;

5.2.5 two representatives to be nominated by Suffolk Constabulary;

5.2.6 two representatives to be nominated by Suffolk Fire and Rescue Service; and

5.2.7 two representatives to be nominated by East of England Ambulance Service Trust.

5.3 The Community Safety Working Group shall also invite the following representatives to attend meetings:

5.3.1 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;

5.3.2 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;

5.3.3 one representative to be nominated by Maritime Coastguard Agency;

5.3.4 one representative to be nominated by Royal National Lifeboat Institution;

5.3.5 one representative to be nominated by East Anglian Air Ambulance; and

5.3.6 one representative from either a voluntary or charitable organisation as the Community Safety Working Group shall consider necessary (acting reasonably).

5.4 The Community Safety Working Group shall:

5.4.1 meet every six months (or more frequently where agreed by the members of the Community Safety Working Group, but no more frequently than quarterly) either virtually or in a convenient location in East Suffolk to be identified by SZC Co from time to time;

5.4.2 determine a reporting protocol to ensure transparency, consistency and independence; and

5.4.3 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.

5.5 The Community Safety Working Group shall report to the Social Review Group [quarterly] on the following matters:

5.5.1 evidenced effects of the Project on community safety, the provision or emergency services and the provision of relevant public services in Suffolk; and

¹³ Note: Governance arrangements subject to further consideration.

- 5.5.2 [expenditure from the Emergency Services Contribution and Emergency Response Contingency Contribution, Public Services Resilience Fund, and the effectiveness of such contributions.]
- 5.6 Meetings of the Community Safety Working Group shall be quorate if at least 3 members (at least one of which is a member representing SZC Co and one is a member representing one of the Councils) are present.
- 5.7 The Community Safety Working Group may make such further administrative arrangements as it considers appropriate for the proper and efficient functioning of the Community Safety Working Group from time to time, including the appointment of a chair, with such further arrangements to be reported to the Social Review Group.]

SCHEDULE 5

SCHEDULE 4 PUBLIC SERVICES AND COMMUNITY SAFETY AND PUBLIC 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:

~~“[●]” means [●].~~

“Community Safety Partnerships” means the bodies with that name formed by East Suffolk Council;

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

“Local Community Safety and Community Health Measures” means the following measures undertaken or commissioned by East Suffolk Council that focus on the promotion of community safety, wellbeing, cohesion and health;

- (a) community safety initiatives with the aim of reducing crime and disorder and anti-social behaviour;
- (b) safeguarding initiatives;
- (c) initiatives that promote community cohesion and wellbeing;
- (d) community health/wellbeing (including mental and sexual health) services and initiatives;
- (e) initiatives with the aim of protecting vulnerable people against violence (e.g. gang violence), domestic abuse, and exploitation (e.g. trafficking, prostitution and modern slavery);
- (f) initiatives with the aim of raising awareness of and promoting the safe use of drugs and alcohol; and
- (g) 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.

“Public Services Resilience Fund” means the fund established pursuant to paragraph 2 to deliver:

- (a) Local Community Safety and Community Health Measures;
- (b) Social Care Resilience Measures; and
- (c) School and Early Years Resilience Measures.

“Safer Stronger Communities Board” means the bodies with that name formed by Suffolk County Council;

“School and Early Years Capacity Contribution” means a financial contribution of £[●] 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 demand for additional school places and early years provision in those areas likely to be most affected based on the actual distribution of demand related to net additional Workforce Children;

“School and Early Years Resilience Measures” means:

- (a) resources for any additional activities required to integrate Workforce Children into school and early years settings;
- (b) support for schools and early years settings where additional educational demand is demonstrated to have been placed on existing services as a result of

Workforce Children (e.g. to support English as an Additional Language and pastoral care/support);

- (c) provision of information and/or curriculum support to schools and early years settings attended by and/or likely to be attended by Workforce Children;
- (d) provision of administrative support to schools and early years settings experiencing a higher degree of turnover, in-year admissions and in-year transfers where this can be demonstrated to be related to Workforce Children;
- (e) personal, social, health and economic education and safeguarding initiatives in schools and early years settings;

“Social Care Resilience Measures” means initiatives to support the resilience and service provision of the County Council’s SCC Adult Social Care and Children’s Services, including:

- (a) measures to provide resilience to workforce planning within Suffolk County Council’s Adult Social Care and Children’s Services including support for recruitment, training and retention of staff;
- (b) safeguarding activities;
- (c) multi-agency activities combining social care with Public Health Suffolk (including mental and sexual health) services and initiatives including community liaison;
- (d) research projects relating to specific risks 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;
- (e) third sector support for specific issues which the County Council considers (acting reasonably) are required as a result of potential effects arising from the Project and the Sizewell C Construction Workforce;
- (f) activities for the local community and the Sizewell C Construction Workforce, with the aim of:
 - (i) raising awareness of and promoting the safe use of drugs and alcohol; and
 - (ii) protecting vulnerable people against violence (e.g. gang violence), domestic abuse, and exploitation (e.g. trafficking, prostitution and modern slavery);

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

“Social Review Group” means the group of that name established pursuant to Schedule 17; and

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

2. ~~3. COMMUNITY SAFETY~~ PUBLIC SERVICES RESILIENCE FUND

2.1 ~~—~~ [●]

2.1 Local Community Safety and Community Health Measures

2.1.1 During the Construction Period, SZC Co shall pay the sum of £[●] from the Public Services Resilience Fund to East Suffolk Council in the following instalments:

- (A) the sum of £[●] within [●] months of the Commencement Date or on or before the [1 May] following Commencement (if earlier);

(B) following the first anniversary of the Commencement Date, the sum of £[●] annually on or before each [1 May],

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

2.1.2 The Public Services Resilience Fund paid to East Suffolk Council pursuant to paragraph 2.1.1 may be used for:

(A) new Local Community Safety and Community Health Measures;

(B) the enhancement of and addition to pre-existing Local Community Safety and Community Health Measures ;¹⁴

(C) funding for Local Community Safety and Community Health Measures identified, provided or commissioned by East Suffolk Council and/or the Community Safety Partnerships and/or the Safer Stronger Communities Board,

should they be considered necessary by the Community Safety Working Group.

2.1.3 No later than [1 April] of each year of the Construction Period, East Suffolk Council shall submit to the Community Safety Working Group for approval details of the Local Community Safety and Community Health Measures to be funded through the payments pursuant to paragraph 2.1.1.

2.1.4 The Community Safety Working Group shall have regard to paragraph 3 of this Schedule in deciding whether to approve the proposed Local Community Safety and Community Health Measures.

2.2 Social Care Resilience Measures

2.2.1 During the Construction Period, SZC Co shall pay the sum of £[●] from the Public Services Resilience Fund to Suffolk County Council in the following instalments:

(A) the sum of £[●] within [●] months of the Commencement Date or on or before the [1 May] following Commencement (if earlier) Provided That the Community Safety Working Group has approved the initiatives to be funded;

(B) following the first anniversary of the Commencement Date, the sum of £[●] annually on or before each [1 May] Provided That the Community Safety Working Group has approved the initiatives to be funded,
to be applied towards commissioning and/or delivery of the Social Care Resilience Measures approved by the Community Safety Working Group pursuant to paragraph 2.2.

2.2.2 [The Public Services Resilience Fund paid to East Suffolk Council pursuant to paragraph 2.2.1 may be used for:

(A) new Social Care Resilience Measures; and

(B) the enhancement of and addition to pre-existing Social Care Resilience Measures,

should they be considered necessary by the Community Safety Working Group.]

2.2.3 No later than [1 April] of each year of the Construction Period, Suffolk County Council shall submit to the Community Safety Working Group for approval details

¹⁴ Note: SZC Co note that the accountable body for community safety in Suffolk is the multi-agency Safer Stronger Communities Board, and that Community Safety Partnerships in East Suffolk report into the Safer Stronger Communities Board

of the Social Care Resilience Measures to be funded through the payments pursuant to paragraph 2.3.

- 2.2.4 The Community Safety Working Group shall have regard to paragraph 3 of this Schedule in deciding whether to approve the proposed Social Care Resilience Measures.

2.3 [School and Early Years Resilience Measures]

- 2.3.1 During the Construction Period, SZC Co shall pay the sum of £[●] from the Public Services Resilience Fund to Suffolk County Council in the following instalments:

(A) the sum of £[●] within [●] months of the Commencement Date or on or before the [1 May] following Commencement (if earlier) Provided That the Social Review Group has approved the initiatives to be funded;

(B) following the first anniversary of the Commencement Date, the sum of £[●] annually on or before each [1 May] Provided That the Social Review Group has approved the initiatives to be funded.

to be applied towards commissioning and/or delivery of the School and Early Years Resilience Measures approved by the Social Review Group pursuant to paragraph 2.3.

- 2.3.2 No later than [1 April] of each year of the Construction Period, Suffolk County Council shall submit to the Social Review Group for approval details of the School and Early Years Resilience Measures to be funded through the payments pursuant to paragraph 2.3.1.

- 2.3.3 The Social Review Group shall have regard to paragraph 3 of this Schedule in deciding whether to approve the proposed School and Early Years Resilience Measures.]

3. APPLICATION OF THE PUBLIC SERVICES RESILIENCE FUND

~~3.1~~ [●]

- 3.1 When considering how to apply a payment from Public Services Resilience Fund pursuant to paragraph 2, Suffolk County Council or East Suffolk Council (as relevant) shall take into account the recommendations of the Community Safety Working Group and/or Social Review Group and the extent to which the relevant initiative:

3.1.1 is proportionate to the scale and location of the potential impacts of the Project;

3.1.2 seeks to prevent reasonably expected effects of the Project from arising wherever practicable;

3.1.3 does not obviate or duplicate funding from other measures agreed in this Deed or across different elements of the Public Services Resilience Fund;

3.1.4 provides value for money; and

3.1.5 complements, promotes or enhances existing programmes and governance structures seeking to achieve similar outcomes within the administrative areas of East Suffolk Council or Suffolk County Council (as relevant), such as the Safer Stronger Communities Board (Suffolk) and Community Safety Partnership (East Suffolk).

4. SCHOOL AND EARLY YEARS CAPACITY CONTRIBUTION

- 4.1 During the Construction Period, Suffolk County Council may apply to the Social Review Group for an amount from the School and Early Years Capacity Contribution to be paid by SZC Co.

- 4.2 In its application pursuant to paragraph 4.1, Suffolk County Council shall provide details of:

- 4.2.1 the anticipated take-up of school and early years places by Workforce Children in relation to the available supply of school and early years places in Suffolk;
 - 4.2.2 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
 - 4.2.3 details of the feasibility in delivering such expansion such that the extent or length of any anticipated lack of capacity is avoided or minimised.
- 4.3 The Social Review Group shall review any application made pursuant to paragraph 4.2, 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 based on evidence provided that:
 - 4.3.1 there is likely net additional demand for capacity in schools or early years settings as a result of Workforce Children;
 - 4.3.2 capacity can be provided in the form of temporary expansion, or support for bringing forward permanent expansion (if necessary); and
 - 4.3.3 the capacity to be provided is proportionate to the predicted net additional demand from workforce children; and
 - 4.3.4 whether the proposed additional capacity would reasonably be expected to be delivered in advance of the predicted net additional demand from Workforce Children.

SCHEDULE 6

HEALTH

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:

"Health Working Group" means the group of that name established pursuant to paragraph 4;

"Health Working Group Terms of Reference" means the terms of reference annexed to this Deed at Annex [●], as amended by the Health Working Group from time to time;

"Key Health Performance Indicators" means the key performance indicators for the Project set out in the Health Working Group Terms of Reference;

"Residual Healthcare Contribution" means the sum of £[●] to be paid pursuant to paragraph 3; 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 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]; and

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

2. **SIZEWELL HEALTH**

- 2.1 SZC Co shall establish Sizewell Health prior to or on the Commencement Date.

3. **RESIDUAL HEALTHCARE CONTRIBUTION**

- 3.1 SZC Co shall pay the Residual Healthcare Contribution to Suffolk County Council in the following instalments:

3.1.1 ¹⁵on or before the Commencement Date the sum of £[●];

3.1.2 on or before the first anniversary of the Commencement Date the sum of £[●];

3.1.3 on or before the second anniversary of the Commencement Date the sum of £[●];

3.1.4 on or before the third anniversary of the Commencement Date the sum of £[●];

3.1.5 on or before the fourth anniversary of the Commencement Date the sum of £[●];

3.1.6 on or before the fifth anniversary of the Commencement Date the sum of £[●];

3.1.7 on or before the sixth anniversary of the Commencement Date the sum of £[●];
and

3.1.8 on or before the seventh anniversary of the Commencement Date the sum of £[●].

- 3.2 The Residual Healthcare Contribution shall be applied by Suffolk County Council towards the cost to the clinical commissioning group(s) or their successors in Suffolk of providing healthcare to NHB Workers and their dependants.

¹⁵ Note: The phasing of this contribution is subject to further consideration by SZC Co and engagement with the relevant stakeholders.

4. **HEALTH WORKING GROUP**

- 4.1 ¹⁶[On or before the Commencement Date, SZC Co shall establish the Health Working Group which shall exist until the end of the Construction Period and shall operate in accordance with the Health Working Group Terms of Reference.
- 4.2 The Health Working Group shall comprise:
- 4.2.1 the Director of Public Health;
 - 4.2.2 one representative to be nominated by East Suffolk Council;
 - 4.2.3 one representative to be nominated by Suffolk County Council;
 - 4.2.4 one representative to be nominated by Public Health Suffolk;
 - 4.2.5 two representatives to be nominated by Ipswich and East Suffolk Clinical Commissioning Group;
 - 4.2.6 up to two representatives to be nominated by SZC Co.
- 4.3 The Health Working Group shall:
- 4.3.1 meet on a quarterly basis (or less frequently where agreed by the members of the Health Working Group) either virtually or in a convenient location in East Suffolk to be identified by SZC Co;
 - 4.3.2 refer to the Social Review Group any matter upon which the members of the Health Working Group are unable to agree;
 - 4.3.3 determine a reporting protocol to ensure transparency, consistency and independence;
 - 4.3.4 prepare and deliver reports to the Social Review Group bi-annually and not less than 7 days before the relevant meeting of the Social Review Group, unless otherwise agreed between the Social Review Group and the Health Working Group, on the following:
 - (A) the performance of the Project against the Key Health Performance Indicators or such other key performance indicators as may be agreed by the Health Working Group from time to time;
 - (B) the identified effects of the Project on healthcare demands in East Suffolk;
 - (C) the effectiveness of the Residual Healthcare Contribution; and
 - (D) collaborative working undertaken in support of the delivery of local public health objectives.
- 4.4 Meetings of the Health Working Group shall be quorate if at least 3 members (at least one of which is a member representing SZC Co and one is a member representing one of the Councils) are present and shall be chaired by the Director of Public Health (unless otherwise agreed by the Health Working Group from time to time).
- 4.5 The Health Working Group may make such further administrative arrangements as it considers appropriate for the proper and efficient functioning of the Health Working Group from time to time.]

¹⁶ Note: The governance arrangements of the Health Working Group are subject to further consideration and engagement with stakeholders.

SCHEDULE 7~~SCHEDULE 5~~
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:

~~"[●]" means [●].~~

"Annual Workforce Delivery Implementation Plan" means an annual plan (subject to annual review) to translate the relevant Workforce Delivery Strategies for that year into implementation activities with regular agreed key performance indicators, in accordance with the relevant Construction Phase, which will:

- (a) identify the amounts to be released from the Asset Skills Enhancement and Capability Fund and the Sizewell C Employment Outreach Fund that year in accordance with the relevant Workforce Delivery Strategies;
- (b) identify in accordance with the relevant Workforce Delivery Strategies 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;
- (c) identify in accordance with the relevant Workforce Delivery Strategies the key performance indicators and monitoring required to test the effectiveness of the distribution of the Asset Skills Enhancement and Capability Fund and the Sizewell C Employment Outreach Fund that year;
- (d) identify in accordance with the relevant Workforce Delivery Strategies the key performance indicators required to test the effectiveness of Young Sizewell C; and
- (e) 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;

"Apprenticeship Strategy" a strategy forming part of each Workforce Delivery Strategy which will:

- (a) set out the Project's mechanisms for apprenticeship support and enhance/enrich existing outreach to steer people towards work/training opportunities relevant to the Project (including construction sector, project management and other support role opportunities);
- (b) set 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 to local education, skills and training providers, and local people seeking apprenticeship opportunities, enabling the regional skills infrastructure to gear-up to provide the curriculum 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 and to encourage local people to access the apprenticeship opportunities available;

“**Asset Skills Enhancement and Capability Fund**” means a maximum of £[●] in accordance with clause 2.5 to fund Assets Skills Enhancement and Capability Initiatives to be paid in instalments in accordance with paragraph [●] of this Schedule;

“**Asset Skills Enhancement and Capability Initiatives**” means initiatives to enhance the supply of skills related to the Project and regional needs and aspirations, by investing in skills and training provision (such as apprenticeships) within the region’s existing further education, training provider and higher education sectors, including:

- (a) revenue projects like curriculum development, development and retention of specialist trainers,
- (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 phase of the Project,

with the aims of: generating local provision of skills infrastructure to satisfy joint ambitions of the ESEWG members; delivering the requirements of the WDS at each phase of the Project; and effectively supporting the skills infrastructure needed to make the “Work Ready” individuals supported by the Sizewell C Employment Outreach Fund “Job Ready”;

“**Construction Phases**” means the Main Civils Construction Phase, the Mechanical, Electrical and Heating (MEH) Phase and the Site Operations / Support Services / Enabling Works Phase (each a “**Construction Phase**”);

“**Economic Review Group**” means the group of that name as established pursuant to paragraph 2.9;

“**Economic Working Groups**” means the Employment, Skills and Education Working Group and the Supply Chain Working Group;

“**Employment, Skills and Education Working Group**” or “**ESEWG**” means the group of that name as established pursuant to paragraph 2.10;

“**Local Supply Chain Skills Programme**” means a programme implemented by SZC Co of skills support for businesses who engage with the Sizewell C procurement process and ultimately win work on the Project which shall identify opportunities with local business to cascade the apprentice levy and provide early training;

“**Main Civils Construction Phase**” means [●];

“**Mechanical, Electrical and Heating (MEH) Phase**” means [●];

“**Operational Phase**” means [●];

“**Regional Skills Co-ordination Function**” means a function [within Suffolk County Council] during the Construction Period which shall be responsible for:

- (a) developing 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;
- (b) promoting the creation of inclusive growth by working to ensure the right provision and opportunities are made available to the residents of Suffolk;
- (c) 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;

- (d) producing draft Annual Workforce Delivery Implementation Plans for the approval of the ESEWG;
- (e) reporting to the ESEWG on performance against the agreed key performance indicators set in the relevant Annual Workforce Delivery Implementation Plan; and
- (f) carrying out such other activities as the ESEWG may consider necessary (acting reasonably) from time to time; and
- (g) ensuring alignment with and of other regional activities;

“Regional Skills Co-ordination Function Contribution” means a financial contribution of £[●] in accordance with clause 2.3 to support the Regional Skills Co-ordination Function;

“Site Operations / Support Services / Enabling Works Phase” means [●];

“Sizewell C Bursary Scheme” means a bursary scheme aimed at supporting the removal of barriers for employment pathways into the Project for local people and students that either haven’t reached the required entry level requirements, or need some support to successfully complete their course, particularly in areas of relative deprivation;

“Sizewell C Bursary Scheme Fund” means a maximum of £[●] in accordance with clause 2.6 to fund the Sizewell C Bursary Scheme;

“Sizewell C Employment Outreach Initiatives” means initiatives provided by Suffolk County Council (or in partnership with not-for-profit organisations, where deemed appropriate through Annual Workforce Delivery Implementation Plans) to be agreed by the ESEWG 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 Workforce Delivery Strategies and Annual Workforce Delivery Implementation Plans.

with a focus on hard-to-reach groups and communities in geographical areas within Suffolk experiencing relative deprivation (as identified through the relevant Annual Workforce Delivery Implementation Plans) and increasing diversity in the Construction Workforce;

“Sizewell C Employment Outreach Fund” means the sum of £[●] payable in accordance with clause 2.4;

“Sizewell C Jobs Service” means a service established and run by SZC Co (although it may be linked to local or regional infrastructure for employment brokerage where considered practicable, effective and relevant) during the Construction Period that builds, maintains and manages a talent pool of local people to drive local employment for the Sizewell C 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.

- (iii) where SZC Co consider (acting reasonably) that re-brokerage may be beneficial for backfilling vacancies in existing 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;
- (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 by each Construction Phase 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);
- (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 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 Sizewell C 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 [DWP, ICANBEA and not-for-profit organisations];

“Supply Chain Strategy” means **Document 8.9, Appendix B**, which sets out:

- (a) SZC Co's approach to engaging the local and regional supply chain for the Sizewell C Project;
- (b) specific measures (such as a Supply Chain Portal, website, 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 Sizewell C Project;
- (c) 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 Sizewell C Project;
- (d) monitoring and reporting principles; and
- (e) 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 Working Group” means the group of that name established pursuant to paragraph 3.3 of this Schedule;

“Workforce Delivery Strategies” means the documents (each a “Workforce Delivery Strategy”) prepared by SZC Co (in collaboration with the main contractors for the Project and regional stakeholders where relevant) setting out in respect of each Construction Phase and the Operational Phase the strategic approach for developing the workforce requirements for the Project and shaping a legacy for the region which will include:

- (a) a description of the skills, roles, competencies and qualifications needed for the relevant Phase;
- (b) the opportunity for skills, training and employment initiatives, such as Young Sizewell C, to contribute to the delivery of the workforce, for the Phase, highlighting where there is legacy benefit for roles identified as needed for the Project and wider regional infrastructure;
- (c) links to any relevant social partnerships able to deliver skills and training infrastructure to help the region prepare for the skills required for the relevant Phase;
- (d) the measures, including contractual obligations, that each contractor and 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 Phase;
- (f) interactivity with labour market intelligence and supply chain data to develop 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 and making funds available at the right time to meet the ‘training windows’ required per Phase;
- (g) the Sizewell C Skills Prospectus;
- (h) Local Supply Chain Skills Programme; and
- (i) the Apprenticeship Strategy; 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 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 such as [DWP, JCP, 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 Workforce Delivery Implementation Plan;
- (f) generate labour market information and intelligence in order to capture those most at risk of being ‘not in education, employment or training’, which can be reported to the [relevant Economic Working Groups] in order to inform the development of Work Development Strategies and Annual Workforce Delivery Implementation Plans, as well as wider regional measures developed outside of the remit of the Sizewell C 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**

~~2.1~~ **[•]**

2.1 **Workforce Delivery Strategy / Strategies**

2.1.1 On or before Commencement, SZC Co shall (in consultation with the ESEWG) produce or commission a Workforce Delivery Strategy in respect of the Site Operations / Site Services / Enabling Works Phase.

2.1.2 SZC Co shall (in consultation with the ESEWG) produce or commission a Workforce Delivery Strategy in respect of:

- (A) the Main Civils Construction Phase;
- (B) the MEH Phase; and
- (C) the Operational Phase.

2.1.3 SZC Co shall (in consultation with the ESEWG) review each Workforce Delivery Strategy at least every three years.

2.1.4 **Sizewell C Skills Prospectus**

(A) As part of the development of the Workforce Delivery Strategies, SZC Co shall produce or commission a Sizewell C Skills Prospectus.

(B) SZC Co shall review the Sizewell C Skills Prospectus from time-to-time taking account of:

- (1) the content and review process of Workforce Delivery Strategies; and
- (2) any reasonable requirement agreed by the Employment, Skills and Education Working Group for use of Skills Prospectus information for relevant stakeholders and purposes.

2.1.5 **Apprenticeship Strategy**

(A) As part of the development of the WDSs, SZC Co shall produce or commission a Sizewell C Apprenticeship Strategy.

(B) SZC Co shall review the Sizewell C Apprenticeship Strategy from time-to-time taking account of:

- (1) the content and review process of Workforce Delivery Strategies; and
- (2) any reasonable requirement agreed by the Employment, Skills and Education Working Group.

(C) SZC Co will make reasonable endeavours to work with the members of the ESEWG to enact the initiatives set out within the Apprenticeship Strategy during the Construction Period, informed each year by Annual Workforce Delivery Implementation Plans.

2.2 Annual Workforce Delivery Implementation Plans

2.2.1 The Regional Skills Coordination Function shall ¹⁷[within [●] months of the adoption of the first WDS], and annually thereafter during the Construction Period on [●], submit a draft Annual Workforce Delivery Implementation Plan to the ¹⁸[ESEWG] for approval.

2.3 Regional Skills Co-ordination Function

2.3.1 During the Construction Period, SZC Co shall pay Suffolk County Council:

- (A)** the sum of £[●] within [●] months of Commencement; and
- (B)** the sum of £[●] annually thereafter from the first anniversary of the Commencement date to the end of the Construction Period;

to be applied as contributions towards the cost of funding of the Regional Skills Co-ordination Function.

2.3.2 The maximum liability of SZC Co pursuant to this paragraph 2.3 is £[●].

2.3.3 Suffolk County Council shall establish the Regional Skills Co-ordination Function.

2.4 Sizewell C Employment Outreach Fund

2.4.1 During the Construction Period, subject to paragraphs 2.4.2 and 2.4.3, SZC Co shall pay Suffolk County Council the sum of £[●] in annual instalments on the date of the approval of each Annual Workforce Delivery Implementation Plan for the funding of relevant Sizewell C Employment Outreach Initiatives.

2.4.2 The amount of each annual instalment paid pursuant to paragraph 2.4.1 shall be determined by the ESEWG upon the approval of the relevant Annual Workforce Delivery Implementation Plan.

2.4.3 The Sizewell C Employment Outreach Fund shall be used 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 Workforce Delivery Implementation Plan:

- (A)** not less than [●]1% and not more than [●]1% of the total identified in paragraph 2.4.1 for the Workforce Delivery Strategy for the Main Civils Construction Phase;
- (B)** not less than [●]1% and not more than [●]1% of the total identified in paragraph 2.4.1 for the Workforce Delivery Strategy for the Site Operations / Support Services / Enabling Works Phase; and
- (C)** not less than [●]1% and not more than [●]1% of the total identified in paragraph 2.4.1 for the Workforce Delivery Strategy for the MEH Phase.

2.4.4 The maximum liability of SZC Co pursuant to this paragraph 2.4 is £[●].

2.5 Asset Skills Enhancement and Capability Fund

2.5.1 During the Construction Period, subject to paragraph 2.5.2 and 2.5.3, SZC Co shall pay Suffolk County Council the Asset Skills Enhancement and Capability Fund in three instalments.

2.5.2 Each instalment of the Asset Skills Enhancement and Capability Fund shall be used for the funding of Asset Skills Enhancement and Capability Initiatives relating to a particular Construction Phase and shall be paid within [●] Working

¹⁷ Note: Timing of production of draft Annual Workforce Delivery Implementation Plan to be considered further.

¹⁸ Note: Approval procedure for draft Annual Workforce Delivery Implementation Plan subject to further consideration.

Days of the date that the Employment, Skills and Education Working Group approves the first Annual Workforce Delivery Implementation Plan relating to that Construction Phase.

2.5.3 The Employment, Skills and Education Working Group shall determine the amount of each instalment to be paid pursuant to paragraph 2.5.1:

- (A) having due regard to the demands for the relevant Construction Phases identified in the Workforce Delivery Strategies; and
- (B) in accordance with the following proportions:
 - .
 - =
- (C) not less than [●] % and not more than [●] % of the Asset Skills Enhancement and Capability Fund shall be applied towards Asset Skills Enhancement and Capability Initiatives relating to the Workforce Delivery Strategy for the Main Civils Construction Phase;
- (D) not less than [●] % and not more than [●] % of the Asset Skills Enhancement and Capability Fund shall be applied towards Asset Skills Enhancement and Capability Initiatives relating to the Workforce Delivery Strategy for the Site Operations / Support Services / Enabling Works Phase; and
- (E) not less than [●] % and not more than [●] % of the Asset Skills Enhancement and Capability Fund shall be applied towards Asset Skills Enhancement and Capability Initiatives relating to the Workforce Delivery Strategy for the MEH Phase.

2.5.4 Following adoption of the Workforce Delivery Strategies, the Regional Skills Coordination Function will identify within the relevant Annual Workforce Delivery Implementation Plans draft Asset Skills Enhancement and Capability Initiatives to be funded through the Asset Skills Enhancement and Capability Fund to achieve the objectives of each Workforce Delivery Strategy.

2.5.5 [The Regional Skills Coordination Function/Suffolk County Council] shall allocate the funding from each instalment of the Asset Skills Enhancement and Capability Fund to the provision of Asset Skills Enhancement and Capability Initiatives (which sums shall have been approved in the relevant Annual Workforce Delivery Implementation Plans) having regard to the following priorities (i.e. that the funding allocation should be):

- (A) fair, neutral, open and equitable to those applying for funding;
- (B) focussed directly on the needs of the Project;
- (C) linked to wider regional 'legacy' and industrial policy; and
- (D) linked to the generation of 'match' funding from wider industrial bodies including the New Anglia LEP, UK Government, and relevant industrial training bodies.

2.5.6 The maximum liability of SZC Co pursuant to this paragraph 2.5 is £[●].

2.6 Sizewell C Bursary Scheme

2.6.1 During the Construction Period, SZC Co shall make available the sum of £[●] to be applied towards the provision of the Sizewell C Bursary Scheme in accordance with this paragraph 2.6.

2.6.2 Each year, the Annual Workforce Delivery Implementation Plan shall determine:

- (A) the proportion of the Skills Bursary to be made available that year; and
- (B) the proportion to be made available for grants;

(1) in excess of £[●]; and

(2) less than £[●].

2.6.3 For the portion of the Sizewell C Bursary identified for grants in excess of £[●] each year, the Annual Workforce Delivery Implementation Plan will determine the criteria for allocation, and applications from individuals will be approved on an ad hoc basis by a committee of SZC Co, Suffolk County Council and an appropriate not-for-profit organisation 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).

2.6.4 For the portion of the funding for the Sizewell C Bursary Scheme identified for grants of less than £[●] each year, the approval of applications from individuals will be delegated to such providers of skills and training in [East Suffolk] as are set out in the relevant Annual Workforce Delivery Implementation Plan, subject to the criteria for allocation set out in the relevant Annual Workforce Delivery Implementation Plan.

2.6.5 The maximum liability of SZC Co pursuant to this paragraph 2.6 is £[●].

2.7 Sizewell C Jobs Service

2.7.1 Prior to or on Commencement, SZC Co shall establish the Sizewell C Jobs Service and shall provide such a Service until the end of the Construction Period.

2.7.2 SZC Co will review the scope and implementation of the Sizewell C Jobs Service in-line with the programme of WDS in order to improve effectiveness and consult with Employment, Skills and Education Working Group on proposed changes to the Jobs Service.

2.8 Young Sizewell C

2.8.1 Prior to or on Commencement, SZC Co shall establish Young Sizewell C and shall provide Young Sizewell C until the end of the Construction Period.

2.8.2 SZC Co will review the scope and implementation of Young Sizewell C in-line with the programme of WDS and through consultation with Employment, Skills and Education Working Group in order to improve effectiveness.

2.9 Economic Review Group

2.9.1 ¹⁹[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 District Council;
- (D) [one] representative of New Anglia LEP;
- (E) [one] representative of each of the Tier 1 Contractors; and
- (F) [one] representative of the Suffolk Chamber of Commerce.

2.9.2 The Economic Review Group shall:

- (A) 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 Sizewell C Project's measures;

¹⁹ Note: The governance arrangements are subject to further consideration and engagement.

- (B) review and support the implementation of measures – including the distribution of [Employment Outreach Fund and Asset Skills Enhancement and Capability Fund] – using the Workforce Delivery Strategy for each Construction Phase and Annual Workforce Delivery Implementation Plans;
- (C) report (and publish for the community) outcomes including but not limited to the number of apprenticeships, and work starts for local residents;
- (D) work directly with regional boards and groups including other large construction and infrastructure projects to identify opportunities for collaboration and investment;
- (E) receive reports from the Economic Working Groups;
- (F) consider any matter referred to it from the Economic Working Groups regarding outstanding disputes within the relevant Economic Working Group, any matter where the relevant Economic Working Group has failed to reach a majority decision, or where there are interfaces between the Economic Working Groups that need a more strategic approach, and provide guidance on the most appropriate means by which the dispute or matter could be settled or where a strategic approach has been agreed;
- (G) report to and refer any matter (including any matter considered by the Economic Review Group pursuant to paragraph 2.9.2(F)) to the Delivery Steering Group, particularly where there are interface issues across topics that require a more strategic approach or direction.]

2.9.3 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 5 members (at least one of which is a member representing SZC Co and one is a member representing one of the Councils) are present;
- (C) [be chaired by one of the members representing SZC Co].; and
- (D) be attended by members or representatives of the Technical 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.

2.9.4 SZC Co shall be responsible for the administration of convening and holding meetings of the Economic Review Group.]

2.10 Employment, Skills and Education Working Group

2.10.1 ²⁰[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 East Suffolk District Council; and
- (D) [one] representative of New Anglia LEP.

2.10.2 The Employment, Skills and Education Working Group shall meet at least every six months to determine the timescale for Workforce Delivery Strategy drafting

²⁰ Note: The governance arrangements are subject to further consideration and engagement.

and implementation, led by the timescale for appointment of main contractors for each Construction Phase.

2.10.3 The Employment, Skills and Education Working Group shall report to the Economic Review Group.]

3. SUPPLY CHAIN

~~3.1~~ [•]

3.1 Supply Chain Strategy

3.1.1 SZC Co shall implement or procure the implementation of the measures described in the Supply Chain Strategy with effect from Commencement until the end of the Construction Period.

3.1.2 The Supply Chain Working Group shall review the effectiveness of these measures on at least an annual basis.

3.1.3 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 3.1.2, in regional activities, to allow stakeholders the opportunity to plan wider activities that align with and maximise benefits beyond the Project.

3.2 Supply Chain Monitoring

3.2.1 SZC Co shall provide the Supply Chain Working Group with the following information on an annual basis and any other information that can reasonably be provided by SZC Co that would aid the activity of regional stakeholders as set out at paragraph 3.1.3:

(A) total value of contracts awarded to businesses based in East of England;

(B) value of contracts awarded to businesses based in East of England by work package / sector;

(C) total number and sector of businesses registered on the Supply Chain Portal;

(D) number of [PQQs / Contracts applied for] by businesses based in East of England; and

(E) activities/events undertaken in accordance with the Supply Chain Strategy.

3.3 Supply Chain Working Group

3.3.1 ²¹[The Supply Chain Working Group shall comprise:

(A) [one] representative of SZC Co;

(B) [one] representative of Suffolk County Council;

(C) [one] representative of East Suffolk Council;

(D) [one] representative of New Anglia LEP; and

(E) [one] representative of Suffolk Chamber of Commerce.

3.3.2 The Supply Chain Working Group shall meet at least once per year to enable the Councils, Suffolk Chamber of Commerce and NA LEP to:

(A) view and discuss monitoring information provided by SZC Co on the scale of regional contracts awarded by type, value and location; and

²¹ Note: The governance arrangements are subject to further consideration and engagement.

(B) 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.

3.3.3 The Supply Chain Working Group shall report to the Economic Review Group.]

HEALTH

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:~~

~~"[●]" means [●].~~

2. HEALTH

~~2.1 [●]~~

SCHEDULE 8~~SCHEDULE 7~~
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:

~~“[●]” means [●].~~

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

“First Leiston Abbey Site Enhancement Scheme” means the scheme of works to be carried out at the First Leiston Abbey Site as described in Annex ²²[●];

“SCC Archaeological Monitoring Contribution” means the sum of £[●] to be paid and applied in accordance with paragraph 3;

“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

“Second Leiston Abbey Site Enhancement Scheme” means the scheme of works to be carried out [by English Heritage] at the Second Leiston Abbey Site as described in Annex ²³[●].

2. LEISTON ABBEY SITES

2.1 First Leiston Abbey Site

~~2.1 [●]~~

2.1.1 On or before the Commencement Date, SZC Co shall pay to East Suffolk Council for onward payment to [RSPB or other TBC] the sum of £[●] to be applied as a contribution towards the First Leiston Abbey Site Enhancement Scheme.

2.2 Second Leiston Abbey Site

2.2.1 On or before the Commencement Date, SZC Co shall pay to East Suffolk Council for onward payment to English Heritage the sum of £[●] to be applied as a contribution towards the Second Leiston Abbey Site Enhancement Scheme.

~~3. **UPPER ABBEY FARM**~~

~~3.1 [●]~~

~~3.~~ **4. SCCAS SCC ARCHAEOLOGICAL MONITORING CONTRIBUTION**

~~4.1 [●]~~

- 3.5 SZC Co shall pay the SCC Archaeological Monitoring Contribution to Suffolk County Council in the following instalments:

3.5.1 the sum of up to £[●] to be used for the purposes of Suffolk County Council monitoring the archaeological mitigation measures at the Sites (to be carried out by SZC Co pursuant to the Development Consent Order²⁴), to be paid in tranches against the presentation of invoices for reasonable and proper attendance costs at the Sites; and

²² Note: The scheme of works to be funded is subject to further consideration.

²³ Note: The scheme of works to be funded is subject to further consideration.

²⁴ Note: See the Overarching Archaeological Written Scheme of Investigation and Peat Strategy which are to be certified in accordance with the Development Consent Order.

- 3.5.2 the sum of £[●] to be used for the purposes of Suffolk County Council reviewing the evaluation and mitigation reporting prepared by SZC Co 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 for reasonable and proper review costs for each report.

SCHEDULE 9 SCHEDULE 8
IMPLEMENTATION PLAN

1. DEFINITIONS AND INTERPRETATION

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

"Contingent Effects Fund 1" has the meaning given in Schedule 16;

"Contingent Effects Fund 2" has the meaning given in Schedule 16;

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

"Green Rail Route" means Works No.4 in Schedule 1 to the Development Consent Order;

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

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

"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;

"Temporary Beach Landing Facility" means the temporary beach landing facility provide for as part of Work No. 1A of the Development Consent Order;

"Permanent Beach Landing Facility" means the temporary beach landing facility provide for as part of Work No. 1A of the Development Consent Order; and

"Planning Group" has the meaning given in Schedule 17.

~~"{●}" means {●}.~~

2. IMPLEMENTATION PLAN

- 2.1 ~~3.~~ With effect from ~~{●}~~ the Commencement Date, SZC Co shall use reasonable endeavours to carry out and complete the Key Environmental Mitigation ~~Measures~~ in accordance with the Implementation Plan.
- 2.2 At least one month 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.
- 2.3 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 2.2 and including, where it is anticipated that works to construct any Key Environmental Mitigation will Commence in the quarter following the date of the report, anticipated dates for Commencement of those works.
- 2.4 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 2.2, such review to occur as soon as reasonably practicable.

- 2.5 In carrying out the review pursuant to paragraph 2.4, SZC Co shall take into account the assessments set out in the Environmental Statement and the Transport Assessment.
- 2.6 SZC Co shall determine (taking into account the results of the review carried out pursuant to paragraph 2.4 and any reasonable representations of the Councils) the appropriate course of action to be taken in respect of the anticipated or actual delay, including a timetable for the implementation of the appropriate course of action, which shall be determined with the objective of reducing the delay so far as reasonably practicable having regard to the timely delivery of the Project as a whole.
- 2.7 The course of action determined by SZC Co pursuant to paragraph 2.6 may include (as relevant and subject to the terms of Schedule 16) drawing forward Contingent Effects Fund 1 and Contingent Effects Fund 2.
- 2.8 A copy of the review carried out by SZC Co pursuant to paragraph 2.4 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~~**SCHEDULE 9**
LEISURE, PUBLIC RIGHTS OF WAY 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:

~~“[●]” means [●].~~

“**Alde Valley Academy**” means Alde Valley Academy, Seaward Avenue, Leiston, Suffolk, IP16 4BG;

“**Annual Maintenance Payment**” means the sum of £[●] 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 the Sizewell C Construction Workforce during the Construction Period;

“**Leiston Sports Facilities Works**” means the works to be undertaken by [or procured by] East Suffolk Council to construct the Leiston Sports Facilities, as approved by SZC Co pursuant to paragraph 2.1 of this Schedule and East Suffolk Council in accordance with Requirement [12A] in Schedule 2 of the Development Consent Order;

“**Sports Facilities Design Payment**” means the sum of up to £[●] 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;

“**Sports Facilities Works Payment**” means East Suffolk Council's reasonable and proper costs of up to £[●] associated with carrying out the Leiston Sports Facilities Works;

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

“**PROW Fund**” means the fund to be established and funded by SZC Co in the amount of £[●] to be applied by the Rights of Way Working Group in accordance with this Schedule for the purpose of providing financial support for initiatives designed to improve the existing public rights of way network in East Suffolk and to mitigate any potential adverse effects on the existing public rights of way network that might arise from the Project; and

“**Rights of Way Working Group**” means the group of that name established pursuant to paragraph 4.

“**Transport Review Group**” means the group of that name established pursuant to Schedule 16.

2. LEISTON SPORTS FACILITIES

~~2.1 [●]~~

2.1 Design of the Leiston Sports Facilities

2.1.1 Provided that East Suffolk Council has requested the same in writing, SZC Co shall pay the Sports Facilities Design Payment to East Suffolk Council on or before the Commencement Date.

2.1.2 Following receipt of the Sports Facilities Design 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, the following:

- (A) a timetable demonstrating that completion of the 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) detailed drawings and specifications for the Leiston Sports Facilities Works in general accordance with [any documents referenced in Requirement [12A](2)].
- (C) details of the physical separation to be provided between the access and use of the Leiston Sports Facilities by Alde Valley Academy and the access and use by the Sizewell C Construction Workforce and members of the public; and
- (D) confirmation that Alde Valley Academy has been fully involved in the preparation of the scheme.

2.2 Construction of the Leiston Sports Facilities

2.2.1 Within [●] 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 in accordance with Requirement [12A] in Schedule 2 of the Development Consent Order.

2.2.2 Within [●] weeks of East Suffolk Council's approval of the details of the Leiston Sports Facilities in accordance with Requirement [12A] in Schedule 2 of the Development Consent Order, SZC Co shall pay to East Suffolk Council the Sports Facilities Works Payment.

2.2.3 East Suffolk Council shall provide and make available the Leiston Sports Facilities in accordance with the timetable in the proposal.

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.

2.2.6 If all requisite consents for the Leiston Sports Facilities cannot be obtained, East Suffolk Council shall repay the remainder of the Sports Facilities Works Contribution to SZC Co and enter into discussions in good faith about the appropriate provision of alternative facilities.

2.3 Management of the Leiston Sports Facilities

2.3.1 East Suffolk Council shall be responsible for the management of the Leiston Sports Facilities, including bookings.

2.3.2 Prior to the occupation of the Leiston Sports Facilities, East Suffolk Council shall prepare and submit a management plan 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 occupied until SZC Co has approved the management plan submitted in accordance with paragraph 2.3.2.
- 2.4 **Maintenance of the Leiston Sports Facilities**
 - 2.4.1 During the Construction Period, SZC Co shall pay to East Suffolk Council the Annual Maintenance Payment on each anniversary of the date of first occupation of the Leiston Sports Facilities.
 - 2.4.2 East Suffolk Council shall apply [●] % of each Annual Maintenance Payment towards the costs of maintaining the Leiston Sports Facilities.
 - 2.4.3 East Suffolk Council shall place [●] % 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.
- 3. **PUBLIC RIGHTS OF WAY**
 - ~~3.1~~ ~~[●]~~
 - 3.1 SZC Co shall pay the PROW Fund to Suffolk County Council on or before the Commencement Date.
 - 3.2 The PROW Fund may only be applied towards any or all of the following initiatives:
 - 3.2.1 ²⁵[physical improvements to the existing rights of way network, including repairs, wayfinding, improving connectivity, provision of new or upgraded gates or signage;
 - 3.2.2 supporting communication measures in relation to closures, diversions and new access points in accordance with the PROW Communications Plan;
 - 3.2.3 local environmental education; and
 - 3.2.4 legal upgrades to the existing rights of way network,such initiatives to be identified by the Rights of Way Working Group.]
- 4. **RIGHTS OF WAY WORKING GROUP**
 - 4.1 ²⁶[On or before the Commencement Date, SZC Co shall establish the Rights of Way Working Group which shall exist until the end of the Construction Period unless otherwise agreed by the members of the Rights of Way Working Group.

²⁵ Note: SZC Co is continuing to consider and engage stakeholders on the scope of the PROW Fund and it is expected that specific works may be agreed through the Examination such that a schedule of proposed works to be funded may be appended to the Section 106 Agreement in place of this list of initiatives.

²⁶ Note: Governance arrangements of the Rights of Way Working Group are subject to further consideration and engagement.

- 4.2 The Rights of Way Working Group shall comprise:
- 4.2.1 one representative to be nominated by East Suffolk Council;
 - 4.2.2 two representatives to be nominated by Suffolk County Council one of whom shall be from the rights of way team and the other from the highways team; and
 - 4.2.3 up to two representatives to be nominated by SZC Co.
- or such alternates as may be nominated by those representatives from time to time as agreed by the members of the Rights of Way Working Group.
- 4.3 The Rights of Way Working Group shall manage and administer the PROW Fund.
- 4.4 The Rights of Way Working Group shall:
- 4.4.1 appoint a chair;
 - 4.4.2 meet either virtually or in a convenient location in East Suffolk once every three months for the first two years of the Construction Period and once every six months thereafter during the Construction Period;
 - 4.4.3 refer any matter that cannot be agreed upon to the Transport Review Group.
- 4.5 The Rights of Way Working Group shall report to the Transport Review Group at least once every six months on matters including (but not limited to):
- 4.5.1 any existing initiatives that the PROW Fund has been applied towards and the effectiveness of such initiatives;
 - 4.5.2 any future initiatives that the Rights of Way Working Group has agreed will be funded by the PROW Fund; and
 - 4.5.3 any material changes to the timing or delivery of the Project that may impact upon any existing or proposed initiatives that have been or are agreed by the Rights of Way Working Group to be funded by the PROW Fund.]

~~SCHEDULE 10~~

~~MONITORING~~

~~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:~~

~~"[•]" means [•].~~

~~2. MONITORING~~

~~2.1 [•]~~

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:

"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;

"East Suffolk Natural Environment Improvement Area" means the area shown hatched green on Plan 2 annexed to this Deed;

"Ecology Working Group" means the group established pursuant to paragraph 11.1.1;

"Environment Review Group" means the group established pursuant to paragraph 9.1.1;

"Environment Working Groups" means the Marine Technical Forum, the Natural Environment Awards Panel and the Ecology Working Group, and "the relevant Environment Working Group" shall mean any one of these groups;

"European Sites Access Contingency Fund" means ~~£[●]~~ the maximum sum of £[●] to be paid and applied in accordance with paragraph 6;

"European Sites Mitigation Measures" means the measures identified through the European Sites Recreational Monitoring Plan as required at Sandlings SPA (Tunstall Forest and Rendlesham Forest sections (but excluding Aldringham Common section), Alde-Ore Estuary SPA to reduce the impacts of additional recreational disturbance associated with Sizewell C, such measures to include (as required) additional signage and information boards, fencing, and training and support for wardens;

"European Sites Recreational Monitoring Plan" means a plan which defines monitoring, using surveyors, mechanical counters and other techniques, at Sandlings SPA (Tunstall Forest and Rendlesham Forest sections (but excluding Aldringham Common section), Alde-Ore Estuary SPA to determine the impacts of additional recreational disturbance, associated with Sizewell C;

"Fen Meadow Contingency Fund" means a fund to be established by SZC Co in the amount of £[●] or such reduced sum calculated in accordance with paragraph 8.1;

"Fen Meadow Target Quantum" means the delivery of 4.5 hectares (or greater) of M22 fen meadow habitat in total across the Fen Meadow Sites as determined by a Quadrat Survey;

"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;

"Land Management and Skills Scheme" means a scheme managed jointly by East Suffolk Council and SCHAONB established for communities and landowners within East Suffolk and the SCHAONB) to learn skills to sustainably manage landscapes including 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;

"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; in which the presence of *Juncus subnodulosus* (blunt-flowered rush) will be used as the key indicator of fen meadow establishment;

"Marine Technical Forum" means the group established pursuant to the Marine Technical Forum Terms of Reference;

"Marine Technical Forum Terms of Reference" means the terms of reference annexed to this Deed at Annex [●], as amended by the Marine Technical Forum from time to time;

"Minsmere and Sandlings (north) Contingency Fund" means the sum of [£●] to be paid in accordance with paragraph 6.3;

"Minsmere and Sandlings (north) Mitigation Measures" means the measures identified through the Minsmere and Sandlings (north) Recreational Monitoring Plan as required at Sandlings SPA (Aldringham Common section), the Minsmere-Walberswick SPA and the Minsmere-Walberswick Heath and Marshes SAC to reduce the impacts of additional recreational disturbance, associated with Sizewell C, such measures to include (as required) additional signage and information boards, fencing, and training and support for wardens;

"Minsmere and Sandlings (north) Recreational Monitoring Plan" means a plan which defines monitoring, using surveyors, mechanical counters and other techniques and mitigation measures at Sandlings SPA (Aldringham Common section), the Minsmere-Walberswick SPA and the Minsmere-Walberswick Heath and Marshes SAC to determine and mitigate the impacts of additional recreational disturbance associated with the Project;

"Natural Environment Awards Panel" means the group established pursuant to paragraph 12.1 to make decisions on which projects should be funded through the Natural Environment Improvement Fund;]

"Natural Environment Improvement Fund" means a maximum of £[●] to fund the following:

- i. East Suffolk Natural Environment Improvement Fund; and
- ii. Suffolk Coast and Heaths AONB and Suffolk Heritage Coast Natural Environment Improvement Fund

to be applied in accordance with this Schedule 11;

"Natural Environment Improvement Project Officer" means an officer appointed and employed by the SCHAONB and reporting to the Natural Environment Working Group to: assist in the promotion and administration of the Natural Environment Improvement Fund; manage partnership working and the commissioning and oversight of projects funded by the Natural Environment Improvement Fund; undertake 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; provide technical expertise, advice and support to applicants and identify opportunities for collaboration; identify opportunities to match funding; and promote the Land Management and Skills Scheme within the community;

"East Suffolk Natural Environment Improvement Fund" means a fund to support measures to mitigate the landscape and visual effects of the Project within the East Suffolk Natural Environment Improvement Area, by employing measures to deliver sustainable long-term management and maintenance of woodlands, hedges and other established vegetation that contribute to the conservation and enhancement of landscape character and that provide or enhance the size, quality and connectivity of locally characteristic habitats to improve the resilience of wildlife to a changing climate and other pressures such as habitat fragmentation;

“Pakenham Fen Meadow Works” means Work No. 18 in Schedule 1 to the Development Consent Order, being landscape and ecological works including earthworks, drainage and associated water control structures which are to provide permanent fen meadow habitat compensation areas to mitigate the loss of fen meadow habitat;

“Quadrat Survey” means a vegetation survey, using a series of quadrats to determine vegetation type, carried out by a suitably qualified professional in the summer of Year 10 to determine the spatial extent of M22 fen meadow habitat; and

“Recreational Avoidance Mitigation Contribution” means the sum of £[•] to be used by East Suffolk Council towards mitigating the in-combination recreational disturbance impacts of the Project on the Suffolk Coast RAMS Zone of Influence Zone B in accordance with the Recreational Avoidance Mitigation Strategy;

“Recreational Avoidance Mitigation Strategy” means the Recreation and Mitigation Strategy partnership between East Suffolk Council, Ipswich Borough Council and Babergh and Mid Suffolk District Councils to reduce the impact of increased levels of recreational use on European wildlife sites;

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

“Suffolk Coast and Heaths AONB and Suffolk Heritage Coast Natural Environment Improvement Area” means the area shown hatched orange on Plan 3 annexed to this Deed;

“Suffolk Coast and Heaths AONB and Suffolk Heritage Coast Natural Environment Improvement Fund” means a fund to deliver the objectives of the SCHAONB Management Plan to support measures to mitigate the landscape and visual effects of the Project within the Suffolk Coast and Heaths AONB and Suffolk Heritage Coast Natural Environment Improvement Area employing measures to deliver sustainable long-term management and maintenance of woodlands, hedges and other established vegetation that contribute to the conservation and enhancement of landscape character and that provide or enhance the size, quality and connectivity of locally characteristic habitats to improve the resilience of wildlife to a changing climate and other pressures such as habitat fragmentation;

“SZC Natural Environment Implementation Officer” means an officer appointed and employed by East Suffolk Council to work 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, and 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;

“Working Groups” has the meaning given in Schedule 17;

“TEMMP” means the Terrestrial Ecology Monitoring and Mitigation Plan submitted to and approved by East Suffolk Council; 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.

~~“Landscape Fund” means [•]; and~~

~~“[•]” means [•].~~

2. ~~LANDSCAPE~~ NATURAL ENVIRONMENT IMPROVEMENT FUND

2.1 ~~[•]~~

- 2.1 Prior to or on [Commencement], SZC Co shall establish the Natural Environment Improvement Fund.

- 2.2 The sum of £[●] from the Natural Environment Improvement Fund shall be allocated to the Suffolk Coast and Heaths AONB and Suffolk Heritage Coast Natural Environment Improvement Fund.
- 2.3 The sum of £[●] from the Natural Environment Improvement Fund shall be allocated to the East Suffolk Natural Environment Improvement Fund.
- 2.4 During the Construction Period and for three years following the Construction Period, the Natural Environment Improvement Project Officer shall invite applications for the receipt of funding from the Suffolk Coast and Heaths AONB and Suffolk Heritage Coast Natural Environment Improvement Fund to carry out projects within the Suffolk Coast and Heaths AONB and Suffolk Heritage Coast Natural Environment Improvement Area, or in cases where the project is located within the SCHAONB but is located outside of the Suffolk Coast and Heaths AONB and Suffolk Heritage Coast Natural Environment Improvement Area, the proposals otherwise meet the objectives of the Suffolk Coast and Heaths AONB and Suffolk Heritage Coast Natural Environment Improvement Fund.
- 2.5 During the Construction Period and for three years following the Construction Period, the Natural Environment Improvement Project Officer shall invite applications for the receipt of funding from the East Suffolk Natural Environment Improvement Fund to carry out projects within the East Suffolk Natural Environment Improvement Area, or in cases where the project is located within the administrative area of East Suffolk Council but is located outside of the East Suffolk Natural Environment Improvement Area, the proposals otherwise meet the objectives of the East Suffolk Natural Environment Improvement Fund.
- 2.6 Upon receipt of applications the Natural Environment Improvement Project Officer shall identify and make recommendations to the Natural Environment Awards Panel of initiatives to be funded in a request made to the Natural Environment Awards Panel.
- 2.7 The Natural Environment Awards Panel shall consider the request and recommendations of the Natural Environment Improvement Project Officer made under paragraphs 2.4 and 2.5, and shall, subject to the applicant meeting one of the criteria at paragraph 2.10, approve the funding of such projects through either the Suffolk Coast and Heaths AONB and Suffolk Heritage Coast Natural Environment Improvement Fund or the East Suffolk Natural Environment Improvement Fund if in the Natural Environment Awards Panel's reasonable opinion the relevant project will:
- 2.7.1 mitigate the residual landscape and visual impacts of the Sizewell C Project;
 - 2.7.2 conserve and enhance landscape character;
 - 2.7.3 protect and enhance ecology, biodiversity and wildlife, and improve habitat connectivity and resilience;
 - 2.7.4 not be inconsistent with local and national planning policy or plans, for example new or improved transport infrastructure;
 - 2.7.5 deliver effective outcomes;
 - 2.7.6 not be contradictory to or duplicate agreed mitigation measures set out elsewhere in this Deed or assessed in the Environment Statement which accompanied the Application; and
 - 2.7.7 be consistent with a not for profit purpose.
- 2.8 When considering applications submitted under paragraph 2.4 the Natural Environment Awards Panel shall, in addition to the matters set out at paragraph 2.7, consider whether the relevant project will:

- 2.8.1 conserve and enhance the natural beauty and special qualities of the SCHAONB and Suffolk Heritage Coast and their setting;
- 2.9 Applications submitted under paragraphs 2.4 and 2.5 will be encouraged to demonstrate how their project may meet the following additional criteria:
- 2.9.1 the project will minimise pollution of the land, air and water;
- 2.9.2 the project will encourage community engagement, ownership or empowerment;
- 2.9.3 the project will conserve and support cultural heritage;
- 2.9.4 the project will promote local community action;
- 2.9.5 the project will make use of local suppliers, products and services; and
- 2.9.6 the project will be able to access other funding either in cash or in kind.
- 2.10 Applications submitted under paragraphs 2.4 and 2.5 shall provide sufficient evidence to demonstrate that the applicant falls into at least one of the following criteria:
- 2.10.1 the applicant is a registered charity;
- 2.10.2 the applicant is a landowner or group of landowners;
- 2.10.3 the applicant is a community group, voluntary organisation, social enterprise or public body; and/or
- 2.10.4 an individual(s) or business(es) where the project shows a clear benefit to the wider community.
- 2.11 SZC Co shall pay to Suffolk County Council for onward payment to the SCHAONB the sum equal to the requested funds in successful bids to the Suffolk Coast and Heaths AONB and Suffolk Heritage Coast Natural Environment Improvement Fund under paragraph 2.4 and to the East Suffolk Natural Environment Improvement Fund under paragraph 2.5 for onward payment to successful bidders.
3. **LAND MANAGEMENT AND SKILLS SCHEME**
- 3.1 SZC Co shall pay to East Suffolk Council the sum of £[●] prior to [Commencement] for the purpose of establishing and carrying out the Land Management and Skills Scheme.
- 3.2 SZC Co shall pay to East Suffolk Council the sum of £[●] on or before the first anniversary of [Commencement] and annually thereafter for the duration of the Construction Period and the following three years for the purpose of East Suffolk Council continuing to carry out the Land Management and Skills Scheme.
- 3.3 East Suffolk Council shall make an onwads payment in the sum of £[●] to SCHAONB for the purpose of establishing and carrying out the Land Management and Skills Scheme within the SCHAONB.
4. **PROJECT OFFICERS**
- 4.1 SZC Co shall pay to Suffolk County Council for onward payment to SCHAONB the sum of £[●] on or before [Commencement] and annually thereafter for the duration of the

Construction Period and the following three years for the purpose of the SCHAONB employing a Natural Environment Improvement Project Officer.

- 4.2 SZC Co shall pay to East Suffolk Council the sum of £[•] on or before [Commencement] and annually thereafter for the duration of the Construction Period and the following three years for the purpose of the East Suffolk Council employing a SZC Natural Environment Implementation Officer.

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, administer and implement the Natural Environment Improvement Fund in accordance with that agreement.

6. ~~3.~~ **EUROPEAN SITES ACCESS CONTINGENCY FUND**

~~3.1~~ ~~[•]~~

~~4.~~ **HABITATS**

~~4.1~~ ~~[•]~~

- 6.1 SZC Co shall pay to East Suffolk Council:

6.1.1 the sum of £[•] on or before [Commencement] for monitoring required at Sandlings SPA (Tunstall Forest and Rendlesham Forest sections (but excluding Aldringham Common section), Alde-Ore Estuary SPA;

6.1.2 the sum of £[•] on or before [Commencement] for monitoring required at Sandlings SPA (Aldringham Common section), the Minsmere-Walberswick SPA and the Minsmere-Walberswick Heath and Marshes SAC;

- 6.2 SZC Co shall pay to East Suffolk Council the European Sites Access Contingency Fund in accordance with the European Sites Recreational Monitoring Plan to fund the European Sites Mitigation Measures.

- 6.3 SZC Co shall pay to East Suffolk Council the Minsmere and Sandlings (north) Contingency Fund in accordance with the Minsmere and Sandlings (north) Recreational Monitoring Plan to fund the Minsmere and Sandlings (north) Mitigation Measures.

7. RECREATIONAL AVOIDANCE MITIGATION CONTRIBUTION

- 7.1 The Recreational Avoidance Mitigation Contribution shall be paid by SZC Co to East Suffolk Council prior to first occupation of the Accommodation Campus.

8. FEN MEADOW CONTINGENCY FUND

- 8.1 Subject to clause 8.2, SZC Co shall pay to East Suffolk Council the Fen Meadow Contingency Fund at the end of Year 10 unless the Ecology Working Group determines that the Fen Meadow Target Quantum has been met in accordance with paragraph 11.4.4.

- 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:

Table A: Fen Meadow Contingency Fund calculation

<u>Column A: M22 fen meadow habitat delivered</u>	<u>Column B: Percentage reduction of Fen Meadow Contingency Fund</u>
<u>4.5ha or greater</u>	<u>100%</u>
<u>3.0-4.49ha</u>	<u>60%</u>
<u>2.0-3.0ha</u>	<u>40%</u>
<u>1.0-2.0ha</u>	<u>20%</u>
<u>0.0-1.0ha</u>	<u>0%</u>

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 60% (being a 40% reduction of the Fen Meadow Contingency Fund).

8.3 The Fen Meadow Contingency Fund shall only be applied by East Suffolk Council in consultation with Natural England towards any or all of the following initiatives:

8.3.1 the creation of new fen meadow habitats in Suffolk; and

8.3.2 the improvement of existing fen meadow habitats in Suffolk.

9. **ENVIRONMENT REVIEW GROUP**²⁷

9.1 On or before the Commencement Date, SZC Co shall establish the Environment Review Group which shall exist until the obligations comprised at paragraph 8.1 of this Schedule end or three years after the end of the Construction Period, whichever is the later.

9.2 The Environment Review Group shall comprise:

9.2.1 one representative to be nominated by the East Suffolk Council;

9.2.2 one representative to be nominated by County Council;

9.2.3 one representative to be nominated by the Environment Agency

9.2.4 one representative to be nominated by Natural England; and

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

²⁷ Note: Discussions on the potential governance of funds and monitoring obligations are ongoing between SZC Co, East Suffolk Council and Suffolk County Council.

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

9.3 Meetings of the Environment Review Group shall:

9.3.1 take place every six months (or more frequently where agreed by the Environment Review Group) either virtually or in a convenient location in East Suffolk to be identified by SZC Co from time to time.

9.3.2 be quorate if at least [five] members (at least one of whom is a member representing each of East Suffolk Council, Suffolk County Council and SZC Co) are present;

9.3.3 be chaired by the East Suffolk Council;

9.3.4 shall operate (and decisions of the Environment Review Group shall be taken) on a majority voting basis with each member of the Environment Review Group present at an Environment Review Group meeting having one vote PROVIDED THAT in the event that at the conclusion of any such meeting the Environment Review Group has failed to reach a majority decision on any matter that was voted on by the Environment Review Group at that meeting, any member can refer the matter to the Delivery Steering Group within 10 Working Days of the date of the relevant Environment Review Group meeting;

9.3.5 be attended by members or representatives of the Working Groups, third parties or other experts from time to time and as agreed by the Environment Review Group members in order to observe and participate in discussions or present information to the Environment Review Group when specific issues are being discussed, in particular representatives of the Marine Management Organisation, Royal Society for the Protection of Birds and Suffolk Wildlife Trust.

9.4 SZC Co shall be responsible for the administration of convening and holding meetings of the Environment Review Group.

9.5 The Environment Review Group shall:

9.5.1 receive reports from the Environment Working Groups;

9.5.2 consider any matter referred to it from the Environment Working Groups regarding areas of disagreement within the relevant Environment Working Group, any matter where the relevant Environment Working Group has failed to reach a majority decision, or where there are interfaces between the Environment Working Groups that need a more strategic approach, and provide guidance on the most appropriate means by which the disagreement or matter could be settled or where a strategic approach has been agreed;

9.5.3 report to and refer any matter to the Delivery Steering Group, particularly where there are interface issues across topics that require a more strategic approach or direction;

10. **MARINE TECHNICAL FORUM**

10.1 The Marine Technical Forum shall operate in accordance with the Marine Technical Forum Terms of Reference unless otherwise agreed by the members of the Marine Technical Forum.

11. **ECOLOGY WORKING GROUP**

- 11.1 The Ecology Working Group shall be established on or before the Commencement Date, and shall exist until the end of the Construction Period unless otherwise agreed between the members of the Ecology Working Group.
- 11.2 The Ecology Working Group shall comprise:
- 11.2.1 one ecologist to be nominated by the East Suffolk Council;
 - 11.2.2 one ecologist to be nominated by Suffolk County Council;
 - 11.2.3 one ecologist to be nominated by Natural England;
- or such alternates as may be nominated by those representatives from time to time as agreed by the members of the Ecology Working Group.
- 11.3 The Ecology Working Group shall also encourage participation at its meetings by representatives of the Royal Society for the Protection of Birds and Suffolk Wildlife Trust from time to time.
- 11.4 The Ecology Working Group shall:
- 11.4.1 review monitoring undertaken in accordance with the TEMMP;
 - 11.4.2 review the monitoring undertaken in accordance with the European Sites Recreational Monitoring Plan and advise the Environment Review Group on the need or otherwise for European Sites Mitigation Measures to be deployed at Sandlings SPA (Tunstall Forest and Rendlesham Forest sections (but excluding Aldringham Common section), Alde-Ore Estuary SPA in accordance with the approach defined in the European Sites Recreational Monitoring Plan;
 - 11.4.3 review the monitoring undertaken in accordance with the Minsmere and Sandlings (north) Recreational Monitoring Plan and advise the Environment Review Group on the need or otherwise for Minsmere and Sandlings (north) Mitigation Measures to be deployed at Sandlings SPA (Aldringham Common section), the Minsmere-Walberswick SPA and the Minsmere-Walberswick Heath and Marshes SAC in accordance with the approach defined in the Minsmere and Sandlings (north) Recreational Monitoring Plan.
 - 11.4.4 review the Quadrat Survey of the Fen Meadow Sites to:
 - (A) determine whether the Fen Meadow Target Quantum has been met; and
 - (B) if the Fen Meadow Target Quantum has not been met, determine the amount of Fen Meadow Contingency Fund payable in accordance with paragraph 8.1.
- 11.5 The Ecology Working Group shall report to the Environment Review Group [bi-annually] on the expenditure of previous annual contributions from the European Sites Access Contingency Fund and the effectiveness of such contributions unless otherwise agreed by the members of the Ecology Working Group.
12. **NATURAL ENVIRONMENT AWARDS PANEL**
- 12.1 On or before the Commencement Date, SZC Co shall establish the Natural Environment Awards Panel which shall exist until the end of the Construction Period unless otherwise agreed by the members of the Natural Environment Awards Panel.
- 12.2 The Natural Environment Awards Panel shall comprise:
- 12.2.1 one representative to be nominated by the East Suffolk Council;
 - 12.2.2 one representative to be nominated by Suffolk County Council;
 - 12.2.3 [one representative to be nominated by Natural England;]

- 12.2.4 one representative to be nominated by the Area of Outstanding Natural Beauty Partnership; and
- 12.2.5 one representative to be nominated by SZC Co,
- or such alternates as may be nominated by those representatives from time to time as agreed by the members of the Natural Environment Awards Panel, which shall be referred to as the "Core Members"; and
- 12.2.6 three additional members to be nominated by agreement of the Core Members, and the term of each additional member's membership shall be determined by the Core Members.
- 12.3 SZC Co shall act as secretariat to the Natural Environment Awards Panel and be responsible for organising the meetings of the Natural Environment Awards Panel.
- 12.4 The Core Members shall agree the Chair of the Natural Environment Awards Panel which shall rotate between the Core Members.
- 12.5 The Natural Environment Improvement Project Officer shall attend all meetings of the Natural Environment Awards Panel.
- 12.6 The Natural Environment Awards Panel shall:
- 12.6.1 meet either virtually or in a convenient location in East Suffolk no less than once per annum and a maximum of three times per annum (excluding extraordinary meetings where required) unless otherwise agreed by the Core Members of the Natural Environment Awards Panel from time to time;
- 12.6.2 encourage participation at its meetings by members or representatives of other organisations, groups, and persons with relevant expertise from time to time in order to observe and participate in discussions or present relevant information to the Natural Environment Awards Panel when assessing applications for awards of the Natural Environment Improvement Fund;
- 12.6.3 refer any matter to the Environment Review Group where members of the Natural Environment Awards Panel are unable to agree on any matter; and
- 12.6.4 report to the Environment Review Group annually on the expenditure of previous contributions from the Natural Environment Improvement Fund and the effectiveness of such contributions.]

SCHEDULE 12
NOISE

1. DEFINITIONS AND INTERPRETATION

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

~~“Noise Mitigation Scheme” means [●]; and~~

~~“[●]” means [●].~~

2.NOISE MITIGATION SCHEME

[Note: SZC Co is committed to implementing the proposed Noise Mitigation Scheme (APP-210) and is currently discussing the details of this scheme with the Councils. SZC Co is also considering the most appropriate method for securing the implementation of the scheme (whether through the DCO (which secures the Rail Noise Mitigation Strategy) or the s.106 Agreement) and a decision on this will be made once further details of the scheme have been agreed with the Councils.] [●]

SCHEDULE 13
THIRD PARTY RESILIENCE FUNDS

1. DEFINITIONS AND INTERPRETATION

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

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

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

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

"Pro Corda Resilience Fund" means ~~{●}~~the sum of £{●} in total for the purposes of mitigating the impacts of the Project on Pro Corda Trust's activities at Leiston Abbey, Theberton, Leiston, Suffolk IP16 4TD which is to be paid in accordance with paragraph 2.1.2;

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

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

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

"RSPB Resilience Fund" means ~~{●}~~; and the sum of £{●} in total for the purposes of mitigating the impacts of the Project on RSPB Minsmere which is to be paid in accordance with paragraph 2.3.

~~"{●}" means {●}.~~

2. THIRD PARTY RESILIENCE FUNDS

2.1 National Trust Dunwich Heath and Coastguard Cottages Resilience Fund

2.1.1 The National Trust Dunwich Heath and Coastguard Cottages Resilience Fund shall be paid by SZC Co to East Suffolk Council for onward payment to the National Trust ²⁸[in the following instalments]:

(A) ~~2.1~~{●}.

2.1.2 The National Trust Dunwich Heath and Coastguard Cottages Resilience Fund may only be applied towards any or all of the following initiatives:

(A) ²⁹{●}.

²⁸ Note: Phasing of payments from the National Trust Dunwich Heath and Coastguard Cottages Resilience Fund, Pro Corda Resilience Fund and RSPB Resilience Fund are subject to ongoing discussion and will be determined following agreement of the scope of such funds.

²⁹ Note: Scope of the National Trust Dunwich Heath and Coastguard Cottages Resilience Fund is subject to ongoing discussion.

2.2 Pro Corda Resilience Fund

2.2.1 The Pro Corda Resilience Fund shall be paid by SZC Co to East Suffolk Council for onward payment to the Pro Corda Trust ³⁰[in the following instalments]:

(A) [●].

2.2.2 The Pro Corda Resilience Fund may only be applied towards any or all of the following initiatives:

(A) ³¹[●].

2.3 RSPB Resilience Fund

2.3.1 The RSPB Resilience Fund shall be paid by SZC Co to East Suffolk Council for onward payment to the RSPB ³²[in the following instalments]:

(A) [●].

2.3.2 The RSPB Resilience Fund may only be applied towards any or all of the following initiatives:

(A) ³³[●].

³⁰ Note: Phasing of payments from the National Trust Dunwich Heath and Coastguard Cottages Resilience Fund, Pro Corda Resilience Fund and RSPB Resilience Fund are subject to ongoing discussion and will be determined following agreement of the scope of such funds.

³¹ Note: Scope of the Pro Corda Resilience Fund is subject to ongoing discussion.

³² Note: Phasing of payments from the National Trust Dunwich Heath and Coastguard Cottages Resilience Fund, Pro Corda Resilience Fund and RSPB Resilience Fund are subject to ongoing discussion and will be determined following agreement of the scope of such funds.

³³ Note: Scope of the RSPB Resilience Fund is subject to ongoing discussion.

SCHEDULE 14 SIZEWELL C COMMUNITY FUND

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:

“Administration Agreement” means a deed to be entered into between SZC Co and the Suffolk Community Foundation providing for the administration and application of the Sizewell C Community Fund by the Suffolk Community Foundation for the purpose of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit;

“Area of Benefit” means the geographical areas within the administrative boundary of East Suffolk;

“Community Action Suffolk” means the registered charity of that name whose registered charity number is 1150501 and whose company number is 8316345;

“Community Fund Project Officer” means the project officer to be appointed by Suffolk Community Foundation to administer the Sizewell C Community Fund;

“Deed of Transfer” means a deed to be entered into between SZC Co and the Suffolk Community Foundation providing for the payment of some or all of the Sizewell C Community Fund for the purpose of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit;

“East Suffolk Community Partnerships” means the eight community partnerships established and funded by East Suffolk Council to facilitate partnership working and collaboration between East Suffolk Council and local communities in East Suffolk;

“Grants” means the Open Grants, Small Grants and Strategic Grants to be funded by the Sizewell C Community Fund.

“Open Grants” means grants for capital and revenue costs other than Small Grants and Strategic Grants;

“Oversight Partnership” has the meaning given in Schedule [17];

“Panel” means a decision-making body established by the Administration Agreement and Deed of Transfer to administer the Sizewell C Community Fund;

“Sizewell C Community Fund” means the sum of £[●] to be paid by SZC Co in accordance with paragraph ~~[2] of this Schedule~~2; and

~~“[●]” means [●].~~

“Small Grants” means grants of up to £5,000 available to registered charities, voluntary organisations, social enterprises or public bodies that operate on less than £100,000 each year;

“Strategic Grants” means grants to target specific impacts of the Project felt within East Suffolk Communities, identified through consultation with communities and their representatives as may be agreed by the Panel;

“Suffolk Community Foundation” means the registered charity of that name whose registered charity number is 1109453 and whose company number is 5369725; and

“Trust Documents” means the trust deed and any other documentation required to be entered into in the event that SZC Co pursuant to paragraph 2 ceases to pay the Sizewell C Community Fund to the Suffolk Community Foundation in order to establish a charitable trust the purpose of which is to receive and apply the remainder of the Sizewell C Community Fund for the purpose of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit.

2. SIZEWELL C COMMUNITY FUND

~~2.1~~ [●]

- 2.1 The Sizewell C Community Fund shall be for the purpose of mitigating the intangible and residual impacts of the Project on the communities in the Area of Benefit through providing Grants for schemes, measures and projects which promote the economic, social or environmental well-being of those communities and enhance their quality of life.
- 2.2 SZC Co shall enter into a Deed of Transfer and an Administration Agreement with the Suffolk Community Foundation on or before the Commencement Date to provide for the payment and administration of the first instalment of the Sizewell C Community Fund to the Suffolk Community Foundation pursuant to paragraph 2.3.1. Thereafter SZC Co shall enter into a Deed of Transfer and (if necessary) an Administration Agreement in respect of each subsequent instalment of the Sizewell C Community Fund to be paid by SZC Co to the Suffolk Community Foundation pursuant to paragraph 2.3.
- 2.3 Subject to the following paragraphs of this Schedule 14, SZC Co shall pay the Sizewell C Community Fund to the Suffolk Community Foundation in the following instalments:
- 2.3.1 an amount equal to £[●] on or before Commencement; and
- 2.3.2 £[●] annually on each anniversary of the Commencement Date occurring during the Construction Period.
- subject to the total amount payable pursuant to this paragraph 2.3 not exceeding £[●], such amounts are to be applied by Suffolk Community Foundation in accordance with the terms of the relevant Deed of Transfer and relevant Administration Agreement for the purpose of mitigating the intangible and residual impacts of the Project by enhancing quality of life of communities within the Area of Benefit.
- 2.4 The Administration Agreement shall provide as follows:
- 2.4.1 the Panel shall comprise of no more than 14 members, with three of those members being SZC Co representatives, two being representatives of Suffolk County Council, two being representatives of East Suffolk Council, three members being Suffolk Community Foundation representatives, and four members being representatives of the general public;
- 2.4.2 a Suffolk Community Foundation representative shall act as a neutral chair of the Panel;
- 2.4.3 the members of the Panel representing SZC Co, the Councils and the Suffolk Community Foundation shall appoint the Panel members who are representatives of the general public and shall invite applications for those positions, such appointments to be reviewed annually jointly by the members of the Panel representing SZC Co, the Councils and the Suffolk Community Foundation and the application process shall be publicised widely in a manner agreed by the Panel;
- 2.4.4 the Sizewell C Community Fund may not be applied for any purpose outside the charitable objectives of the Suffolk Community Foundation and that Suffolk Community Foundation shall consult the Panel before changing its charitable objectives to ensure that the purposes of the Community Fund are not thereby prejudiced; and
- 2.4.5 the Suffolk Community Foundation shall appoint a Community Fund Project Officer;
- 2.4.6 the Suffolk Community Foundation shall use reasonable endeavours to liaise with Community Action Suffolk to help to ensure that potential recipients of Grants have the required skills and capacity to apply to and meet the relevant criteria for the application of the Sizewell C Community Fund;

- 2.4.7 the Suffolk Community Foundation shall have regard to any advice provided by the Oversight Partnership in respect of the provision of Strategic Grants;
- 2.4.8 the Suffolk Community Foundation shall use reasonable endeavours to liaise with the East Suffolk Community Partnerships in respect of the promotion of the Sizewell C Community Fund and in assisting communities to identify projects suitable for the receipt of Grants; and
- 2.4.9 the Suffolk Community Foundation shall report to the Delivery Steering Group on a six-monthly basis on the expenditure of previous contributions from the Sizewell C Community Fund and the effectiveness of such contributions.
- 2.5 The Administration Agreement shall vest such powers as may be necessary in the Panel so as to enable the Panel to take into account that the degree and severity of impact varies across the geography of the Area of Benefit and that when the criteria for the application of the Sizewell C Community Fund to provide the Grants are developed, they are able to reflect this and give priority to those schemes, measures and projects which:
- 2.5.1 minimise the environmental, economic and social impact, whilst, as appropriate, maximising the environmental, economic and social benefits of the Project;
- 2.5.2 are not inconsistent with approved policies or plans of relevant local authorities;
- 2.5.3 can demonstrate overall value for money in terms of cost and effectiveness;
- 2.5.4 can demonstrate a contribution to developing and maintaining sustainable communities throughout the Area of Benefit;
- 2.5.5 complement other measures committed in this Deed;
- 2.5.6 have been identified as priorities to the communities within parish and/or community plans;
- 2.5.7 can demonstrate the greatest potential to achieve mitigation of impacts, taking into account value for money;
- 2.5.8 attract additional funding from other private and public sector sources where possible;
- 2.5.9 are inclusive and non-discriminatory, fostering equality in-line with the Equality Act 2010 (or as amended); and
- 2.5.10 are provided by a registered charity, voluntary organisation, social enterprise or public body.
- Provided That not less than £[●] from the Sizewell C Community Fund shall be applied solely for such projects within the wards of Aldeburgh, Leiston and Saxmundham, and in particular those in Leiston-cum-Sizewell, Eastbridge, and Theberton.
- 2.6 On the [fourth] anniversary of the Commencement Date, SZC Co may review the Suffolk Community Foundation's administration and application of the Sizewell C Community Fund. In undertaking this review SZC Co shall consult with East Suffolk Council and Suffolk County Council and take into account their reasonable representations.
- 2.7 Paragraph 2.8 shall apply if following a review carried out by SZC Co pursuant to 2.6, SZC Co in its absolute discretion determines that it no longer wishes the Sizewell C Community Fund to be administered and applied by the Suffolk Community Foundation and serves notice on the Suffolk Community Foundation to that effect.
- 2.8 Where this paragraph 2.8 applies, SZC Co shall following the service of a notice on the Suffolk Community Foundation in accordance with paragraph 2.7:
- 2.8.1 thereafter cease to make payments to the Suffolk Community Foundation pursuant to paragraph 2.3;

- 2.8.2 not renew or enter into any new Deed of Transfer or Administration with the Suffolk Community Foundation;
- 2.8.3 as soon as reasonably practicable, complete the Trust Documents to establish a new trust to administer and apply the remainder of the Sizewell C Community Fund for the purposes of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit; and
- 2.8.4 following the establishment of a trust by SZC Co pursuant to paragraph 2.8.3 pay the remainder of the Sizewell C Community Fund to the trustees of that trust in accordance with paragraph 2.9.
- 2.9 Where paragraph 2.8 applies, SZC Co shall pay the remainder of the Sizewell C Community Fund into the trust established pursuant to paragraph 2.8.3 in the following instalments:
- 2.9.1 £[●] annually on each anniversary of the Commencement Date occurring during the Construction Period, beginning on the first such anniversary occurring after the last payment made by SZC Co pursuant to paragraph 2.3.2,
- subject to the total amount payable pursuant to paragraph 2.3 and this paragraph 2.9 not exceeding £[●], such amounts to be applied by the trustees of that trust in accordance with the Trust Documents for the purpose of mitigating the intangible and residual impacts of the Project by enhancing quality of life of communities within the Area of Benefit.
- 2.10 The maximum liability of SZC Co pursuant to this Schedule 14 is £[●].

SCHEDULE 15 TOURISM

1. DEFINITIONS AND INTERPRETATION

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

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

- (a) development of bespoke Tourism Strategies and Action Plans for different phases and effects of the construction phase of the Project;
- (b) marketing and promotion activities for East Suffolk and specific attractions and events within it;
- (c) supporting local projects including capital and revenue investment;
- (d) supporting existing tourist initiatives and activities run/operated by local stakeholders;
- (e) supporting initiatives focused on particularly sensitive attractions and/or locations within the Suffolk Coast and Heaths AONB;
- (f) ³⁴[supporting initiatives that enhance, complement, or promote rights of way and cycleways;]
- (g) developing monitoring and market research for the prosperity of the tourist sector and into the tourism-related impacts of the Project, including monitoring the visitor economy and visitor behaviour, undertaking future visitor surveys, and market research; and
- (h) provision of information on issues and/or perceived effects that may be of concern to potential visitors and that may deter potential visitors from visiting East Suffolk.

“Social Review Group” has the meaning given in Schedule 17;

“Tourism Fund” means the fund to be established by SZC Co in the amount of ~~£[●]~~ to be £[●] for the purpose of mitigating potential impacts on tourism from the Project to be paid and applied in accordance with this Schedule 15;

and “~~£[●]~~” means ~~£[●]~~.

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

- (a) mitigates the potential effects of the Project on the tourism economy during the Construction Period by supporting the maintenance, development and enhancement of the visitor economy in East Suffolk;
- (b) enables effective, long-term mitigation for the visitor economy effects of the Project during the Construction Period by promoting a sustainable visitor economy;
- (c) demonstrates value for money;

³⁴ Note: Subject to ongoing discussions in respect of provision of rights of ways and cycling infrastructure under other Schedules of the draft Section 106 Agreement. It is likely that cycling related tourism strategies could be generated as part of the activity of this Tourism Schedule but any action to implement cycleway improvements would be overseen by the PROW Working Group, reporting to the Transport Review Group.

- (d) relates to measures and activities that support existing and on-going tourism strategies for East Suffolk;
- (e) demonstrates a measurable economic benefit to the tourist economy in the East Suffolk; and
- (f) does not duplicate or obviate, but complements, other mitigation secured elsewhere in this Deed, based on the terms defined for those mitigations set out in this Deed.

“Tourism Monitoring Information” means:

- (a) ³⁵[monitoring information across socio-economic, environmental and transport indicators that may be relevant to potential effects on tourism]; and
- (b) information reported to the Tourism Working Group by the Tourism Programme Manager.

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

“Tourism Programme Manager” means the tourism programme manager to be appointed by East Suffolk Council who shall:

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

“Tourism Strategies and Action Plans” means any document produced or commissioned by the Tourism Programme Manager that provides a strategic overview to help guide the

³⁵ Note: Details of the relevant monitoring information is subject to further consideration once the monitoring arrangements for other tourism-linked mitigation are agreed.

Tourism Fund to broad areas of funding that would help to offset the potential risks to the tourist economy related to the Project;

“Tourism Working Group” means the group of that name established pursuant to paragraph 5.1;

2. TOURISM PROGRAMME MANAGER AND ADMINISTRATION COSTS

2.5 During the Construction Period, on the Commencement Date and annually thereafter, SZC Co shall pay East Suffolk Council £[●] as contributions towards the cost of East Suffolk Council employing a Tourism Programme Manager and the cost of the administration of the Tourism Fund and the Tourism Working Group.

2.6 The maximum liability of SZC Co pursuant to paragraph 2.1 is £[●].

3. ~~2.~~ TOURISM FUND

~~2.1~~ [●]

3.5 During the Construction Period, SZC Co shall pay to East Suffolk Council:

3.5.1 on or before Commencement, the sum of £[●] from the Tourism Fund to be applied for the purposes of supporting the initial development of the Annual Tourism Fund Implementation Plan pursuant to paragraph 4.1;

3.5.2 the sum of £[●] from the Tourism Fund within [10] Working Days of the approval of the initial Annual Tourism Fund Implementation Plan pursuant to paragraph 4.2 or paragraph 5.3.3 (as relevant); and

3.5.3 the sum of £[●] from the Tourism Fund within [10] Working Days of the approval of each subsequent Annual Tourism Fund Implementation Plan pursuant to paragraph 4.3 or paragraph 5.3.3 (as relevant).

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

3.6 Not less than [●] of each payment made pursuant to paragraphs 3.1.2 and 3.1.3 shall be applied solely to funding promotional and marketing activities.

3.7 Not less than [●] of each payment made pursuant to paragraphs 3.1.2 and 3.1.3 shall be applied solely to funding monitoring the impacts of the Project on tourism in East Suffolk and the collection of consistent, robust, longitudinal monitoring data in respect of such impacts.

3.8 The maximum liability of SZC Co pursuant to paragraph 3.1 is £[●].

4. ANNUAL TOURISM FUND IMPLEMENTATION PLAN

4.5 The Tourism Programme Manager shall produce the first draft Annual Tourism Fund Implementation Plan for approval of the Tourism Working Group no later than [3 months] following Commencement.

4.6 The Tourism Working Group shall draw upon the Tourism Monitoring Information to review the first Annual Tourism Fund Implementation Plan and shall approve the same within [3 months] of receipt, provided that the split of funding meets the minimum funding amounts set out in paragraphs 3.2 and 3.3.

4.7 Following the approval of the first Annual Tourism Fund Implementation Plan in accordance with paragraph 4.2, the Tourism Programme Manager shall produce a subsequent draft Annual Tourism Fund Implementation Plan for the approval of the Tourism Working Group before the end of January in each calendar year of the Construction Period, and the Tourism Working Group shall draw upon the Tourism Monitoring Information to review and approve such subsequent draft Annual Tourism Fund Implementation Plans before [30 April] in that same year, provided that the split of funding meets the minimum funding amounts set out in paragraphs 3.2 and 3.3.

- 4.8 Each Annual Tourism Fund Implementation Plan approved by the Tourism Working Group pursuant to paragraph 4.2 or paragraph 4.3 (as relevant) shall be implemented from [1 May] of that year.
- 4.9 Where appropriate, the Tourism Working Group and Tourism Programme Manager may determine that particular Tourism Plans, Projects and Programmes may benefit from extending across multiple funding periods and this will be made clear in each of the Annual Tourism Fund Implementation Plans relevant to such periods.
5. **TOURISM WORKING GROUP**
- 5.5 ³⁶[On or before the Commencement Date, SZC Co shall establish the Tourism Working Group which shall exist until the end of the Construction Period.
- 5.6 The Tourism Working Group shall comprise:
- 5.6.1 one representative in a department or service relevant to economic development and planning/projects to be nominated by East Suffolk Council;
- 5.6.2 one representative in a department or service relevant to economic development and planning/projects to be nominated by Suffolk County Council;
- 5.6.3 one representative to be nominated by The Suffolk Coast Limited;
- 5.6.4 one representative to be nominated by Visit Suffolk;
- 5.6.5 one representative to be nominated by Suffolk Coast and Heaths AONB Partnership;
- 5.6.6 one representative to be nominated by New Anglia Local Enterprise Partnership;
- 5.6.7 two representatives to be nominated by SZC Co.
- or such alternates as may be nominated by those representatives from time to time.
- 5.7 The Tourism Working Group shall:
- 5.7.1 appoint a chair as agreed by the representatives of SZC Co, East Suffolk Council and Suffolk County Council of the Tourism Working Group from time to time;
- 5.7.2 meet bi-annually either virtually or in a convenient location in East Suffolk to be identified by SZC Co from time to time; and
- 5.7.3 refer to the Social Review Group for its determination any matter upon which the members of the Tourism Working Group are unable to agree, including but not limited to any failure of the Tourism Working Group to approve a draft Annual Tourism Fund Implementation Plan in accordance with paragraphs 4.2 or 4.3.
- 5.8 The Tourism Working Group shall report to the Social Review Group bi-annually on the following matters:
- 5.8.1 effects of the Sizewell C Project's construction activity on the tourist economy in Suffolk; and
- 5.8.2 expenditure of previous annual contributions from the Tourism Fund and the effectiveness of such contributions.
- 5.9 Meetings of the Tourism Working Group shall be quorate if at least 4 members (at least one of which is a member representing SZC Co and one is a member representing one of the Councils) are present.
- 5.10 The Tourism Working Group may make such further administrative arrangements as it considers appropriate for the proper and efficient functioning of the Tourism Working Group

³⁶ Note: Governance arrangements of the Tourism Working Group are subject to further consideration and engagement.

from time to time, with such further arrangements to be reported to the Social Review Group.]

DRAFT

SCHEDULE 16 TRANSPORT

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:

“B1078 Road Safety Contribution” means the the cost of designing and implementing the B1078 Road Safety Improvements up to a maximum cost of sum of £[●], to be used by Suffolk County Council for the B1078 Road Safety Improvements;

“B1078 Road Safety Improvements” means safety improvements to the B1078, to include the measures set out in paragraph 5.1, an outline design of which is set out in Annex [●];

“B1122 Pre-SLR Contribution” means the cost of maintaining in good repair the B1122 prior to the opening of the Sizewell Link Road in order to mitigate the impacts of Sizewell C construction traffic using the B1122 during this period, up to a maximum total cost of £[●], to be used by Suffolk County Council to carry out these works;

“B1122 Post-SLR Contribution” means the cost of making good any damage to the B1122 caused by Sizewell C construction traffic prior to the opening of the Sizewell Link Road, up to a maximum total cost of £[●], to be used by Suffolk County Council to carry out these works;

“Contingent Effects 1” means the potential effects of the Project set out in Annex [●], considered on the basis set out in that Annex;

“Contingent Effects 2” means the potential effects of the Project set out in Annex [●] considered on the basis set out in that Annex;

“Contingent Effects Fund 1” means the sum of £[●] to be used to address Contingent Effects 1;

“Contingent Effects Fund 2” means the sum of £[●] to be used to address Contingent Effects 2;

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

“Construction Traffic Management Plan” means the construction traffic management plan attached at Annex [●] to this Deed (as the same may be amended from time to time by SZC Co subject to the approval of the Transport Review Group in accordance with paragraph 3.7);

“Construction Worker Travel Plan” means the construction worker travel plan attached at Annex [●] to this Deed (as the same may be amended from time to time by SZC Co subject to the approval of the Transport Review Group in accordance with paragraph 3.7);

“Delivery Co-ordinator” means the delivery co-ordinator appointed by SZC Co in accordance with paragraph [●] and the Construction Traffic Management Plan;

“Delivery Steering Group” has the meaning given in Schedule 17;

“Highway Design and Supervision Fees” means the sum of £[●];

“Implementation Plan” has the meaning given in Schedule 9;

“Leiston Improvement Scheme” means transport improvements in Leiston to prioritise walking and cycling as well as enhancement to the public realm in the centre of Leiston, to include the measures set out in paragraph 4.9, an outline design of which is set out in Annex [●];

“Leiston Transport Contribution” means the cost of designing and implementing the Leiston Improvement Scheme up to a maximum cost of £[●], to be used by Suffolk County Council for the Leiston Improvement Scheme;

“Leiston Working Group” means a group comprising members of Leiston Town Council, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the Leiston Improvement Scheme;

“Local Traffic and Transport Working Groups” means the Wickham Market Working Group, the Leiston Working Group and the Marlesford and Little Glemham Working Group;

“Marlesford and Little Glemham Improvement Scheme” means proposed transport improvements in Marlesford and Little Glemham to include the measures set out in paragraph 4.14, an outline design of which is set out in Annex [●];

“Marlesford and Little Glemham Transport Contribution” means the cost of designing and implementing the Marlesford and Little Glemham Improvement Scheme up to a maximum cost of £[●], to be used by Suffolk County Council for the Marlesford and Little Glemham Improvement Scheme;

“Marlesford and Little Glemham Working Group” means a group comprising members of Marlesford and Little Glemham Parish Councils, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the Marlesford and Little Glemham Improvement Scheme;

“Monitoring Reports” means reports in the format set out in Annex [●] to this Deed (or such other format as agreed by the Transport Review Group from time to time), providing information in relation to the implementation and operation of the Transport Management Plans, including the measurement of Contingent Effects 1 and Contingent Effects 2;

“Operational Travel Plan” means a travel plan to manage and monitor operational workforce movements to Sizewell C after the end of the Construction Period (as the same may be amended from time to time pursuant to this Schedule);

“Parish Councils” means [●];

“Proposed Mitigation” means the measures proposed to mitigate the impact of Contingent Effects 1 or Contingent Effects 2 (as the case may be);

“Proposed Sum” means the estimated cost of the Proposed Mitigation to address Contingent Effects 1 or Contingent Effects 2 (as the case may be), to include the cost of designing the Proposed Mitigation, any associated works to services and/or utilities, professional fees and the cost of tendering and entering into any contract in respect of the Proposed Mitigation;

“Rights of Way Working Group” has the meaning given in Schedule 10;

“Traffic Incident Management Plan” means the traffic incident management plan attached at Annex [●] to this Deed (as the same may be amended from time to time by SZC Co subject to the approval of the Transport Review Group in accordance with paragraph 3.7); ~~and~~

“Transport Co-ordinator” means the transport co-ordinator appointed by SZC Co in accordance with paragraph 3.4 and the Construction Traffic Management Plan;

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

“Transport Review Group” or **“TRG”** means the group established pursuant to paragraph 3;

“Wickham Market Improvement Scheme” means proposed changes to the highway design and public realm in Wickham Market to include the measures set out in paragraph 4.4, an outline design of which is set out in Annex [●];

“Wickham Market Transport Contribution” means the cost of designing and implementing the Wickham Market Improvement Scheme up to a maximum cost of £[●], to be used by Suffolk County Council for the Wickham Market Improvement Scheme;

“Wickham Market Working Group” means a group comprising members of Wickham Market Parish Council, East Suffolk Council, Suffolk County Council and SZC Co, established to define and promote the Wickham Market Improvement Scheme; and

“Working Groups” means the Local Traffic and Transport Working Groups, the Parish Councils, the Rights of Way Working Group and the Community Safety Working Group.

~~“[.]” means [.]~~

2. **TRANSPORT MANAGEMENT PLANS AND OPERATIONAL TRAVEL PLAN**

~~2.1 [.]~~

2.1 During the Construction Period, SZC Co will implement the:

2.1.1 Construction Traffic Management Plan;

2.1.2 Construction Worker Travel Plan; and

2.1.3 Traffic Incident Management Plan.

2.2 For five years following the end of the Construction Period, SZC Co will implement the Operational Travel Plan, any changes to which from time to time must be approved by Suffolk County Council after consulting East Suffolk Council.

3. **TRANSPORT REVIEW GROUP**

Membership of TRG

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

3.1.1 one representative to be nominated by the East Suffolk Council;

3.1.2 one representative to be nominated by Suffolk County Council;

3.1.3 one representative to be nominated by Highways England; and

3.1.4 up to three representatives to be nominated by SZC Co, one of whom is the Transport Coordinator

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

Administration and Decision-making of TRG

3.2 SZC Co will be responsible for convening and holding meetings of the Transport Review Group.

3.3 The Transport Review Group will:

3.3.1 with effect from the Commencement Date until the end of the Construction Period, meet quarterly, unless otherwise agreed by the Transport Review Group;

3.3.2 meet either virtually or in a convenient location in East Suffolk to be identified by SZC Co from time to time;

3.3.3 be quorate if at least three members (at least one of whom is a member representing each of the East Suffolk Council, Suffolk County Council and SZC Co are present);

3.3.4 be chaired by Suffolk County Council;

3.3.5 operate (and decisions of the Transport Review Group shall be taken) on a majority voting basis with each member of the Transport Review Group present at a Transport Review Group meeting having one vote PROVIDED THAT in the event that at the conclusion of any such meeting the Transport Review Group has failed to reach a majority decision on any matter that was voted on by the

Transport Review Group at that meeting, any member can refer the matter to the Delivery Steering Group within 10 Working Days of the date of the relevant Transport Review Group meeting; and

- 3.3.6 be attended by members or representatives of the Working Groups, third parties or other experts from time to time and as agreed by the Transport Review Group members in order to observe and participate in discussions or present information to the Transport Review Group when specific issues are being discussed.

Transport Co-ordinator

- 3.4 On or before the Commencement Date, SZC Co will appoint a Transport Co-ordinator and will ensure that a Transport Co-ordinator is in place until the end of the Construction Period.

- 3.5 The Transport Co-ordinator will:

- 3.5.1 be responsible for implementing the Construction Worker Travel Plan and co-ordinating the monitoring data required for quarterly reporting to the Transport Review Group;
- 3.5.2 promote the objectives and benefits of the Transport Management Plans to encourage compliance;
- 3.5.3 prepare and submit Monitoring Reports to the Transport Review Group on a quarterly basis;
- 3.5.4 report to the Transport Review Group on relevant transport related issues and actions from the Working Groups;
- 3.5.5 propose to the Transport Review Group amendments to the Transport Management Plans where SZC Co considers necessary or desirable;
- 3.5.6 seek to resolve issues and problems identified by the Transport Review Group through liaison with other parts of SZC Co, its contractors, and the Working Groups;
- 3.5.7 be responsible for implementing the Construction Traffic Management Plan and Traffic Incident Management Plan; and
- 3.5.8 providing monitoring data for quarterly reporting to the Transport Review Group.

Purpose and Role of TRG

- 3.6 The Transport Review Group will:

- 3.6.1 consider Monitoring Reports received from SZC Co, and any mitigation measures proposed by SZC Co, and make decisions in accordance with paragraph 3.3;
- 3.6.2 agree the amount of any payments due pursuant to this Schedule;
- 3.6.3 consider the minutes of the Working Groups meetings insofar as they relate to transport matters which have been directed for the attention of the Transport Review Group, including the approval of the Wickham Market Improvement Scheme, the Lesiton Improvement Scheme and the Marlesford and Little Glenham Improvement Scheme;
- 3.6.4 consider any matter referred to it from the Working Groups regarding outstanding disputes within those groups, any matter where those groups have failed to reach a majority decision, or where there are interfaces between those groups that need a more strategic approach, and provide guidance to SZC Co and the Working Groups on the most appropriate means by which the dispute or matter may be settled; and

3.6.5 where necessary, report to and refer matters to the Delivery Steering Group, particularly where there are interface issues across topics that require a more strategic approach.

Review of Transport Management Plans

- 3.7 In the event that a Monitoring Report identifies that any of the targets or limits set out in the Construction Worker Travel Plan or the Construction Traffic Management Plan have not been achieved or have been exceeded, or are not reasonably likely to be achieved or are likely to be exceeded, SZC Co shall at the next available meeting of the Transport Review Group propose revisions to the Construction Worker Travel Plan or the Construction Traffic Management Plan (as relevant), sufficient to mitigate the impacts identified, for approval by the Transport Review Group.
- 3.8 In the event that following the implementation of the Traffic Incident Management Plan in response to an event or incident, a member of the Transport Review Group advises SZC Co of amendments to the Traffic Incident Management Plan that it considers (acting reasonably) would assist with effective incident management, SZC Co shall at the next available meeting of the Transport Review Group report on the advice received and any appropriate revisions to the Traffic Incident Management Plan that SZC Co considers necessary, for approval by the Transport Review Group.
- 3.9 The Transport Review Group shall not be entitled to approve any amendments to the Construction Worker Travel Plan, the Construction Traffic Management Plan or the Traffic Incident Management Plan unless it is reasonably satisfied that the amendments are unlikely to give rise to any materially new or materially different environmental effects in comparison with those assessed in granting the Development Consent Order.

Contingent Effects Fund 1

- 3.10 The Transport Review Group shall monitor Contingent Effects 1 and, in the event that the Transport Review Group, having considered the matter on the basis set out in Annex [●], decides that it is necessary to provide mitigation, it may:
- 3.10.1 approve the use of the Proposed Sum from the Transport Contingency Fund 1 for the Proposed Mitigation, or propose the use of such alternative Proposed Sum from these funds as the Transport Review Group reasonably considers necessary to mitigate the impacts identified; or
- 3.10.2 defer its decision until the next meeting of the Transport Review Group, pending the provision of further information by the Transport Co-ordinator if requested by the Transport Review Group.
- 3.11 The total payments payable by SZC Co to address Contingent Effects 1 shall not exceed the Contingent Effects Fund 1.

Contingent Effects Fund 2

- 3.12 The Transport Review Group shall monitor Contingent Effects 2 and, in the event that the Transport Review Group, having considered the matter on the basis set out in Annex [●], decides that it is necessary to provide mitigation, then it may:
- 3.12.1 approve the use of the Proposed Sum from the Transport Contingency Fund 2 for the Proposed Mitigation, or propose the use of such alternative Proposed Sum from these funds as the Transport Review Group reasonably considers necessary to mitigate the impacts identified; or
- 3.12.2 defer its decision until the next meeting of the Transport Review Group, pending the provision of further information by the Transport Co-ordinator if requested by the Transport Review Group.

- 3.13 The total payments payable by SZC Co to address Contingent Effects 2 shall not exceed the Contingent Effects Fund 2.

Implementation of Proposed Mitigation

- 3.14 SZC Co shall implement any Proposed Mitigation approved by the Transport Review Group, or (in the case of failure to reach a majority) determination by the Delivery Steering Group, unless it is agreed that such measures will be carried out by Suffolk County Council.

4. WORKING GROUPS

Community Safety Working Group

- 4.1 The Transport Co-ordinator will attend the Community Safety Working Group in order to:

- 4.1.1 provide a quarterly update to the Community Safety Working Group on the monitoring of the Transport Management Plans;
- 4.1.2 allow the emergency services to provide feedback from a service delivery and emergency response viewpoint;
- 4.1.3 discuss expected abnormal indivisible load police escort requirements for the subsequent quarter; and
- 4.1.4 provide a review of monitoring data for transport indicators including, but not limited to, traffic incidents and abnormal indivisible loads, and to review the effectiveness of the Transport Management Plans in the context of community safety

and will report to each meeting of the Transport Review Group, including providing the minutes of the most recent Community Safety Working Group.

Rights of Way Working Group

- 4.2 The Transport Co-ordinator will report to each meeting of the Transport Review Group:

- 4.2.1 any non-Project-related public rights of way issues identified within the community that may have the potential to influence the Project's workforce and infrastructure;
- 4.2.2 evidenced effects of the Project and its workforce on public rights of way;
- 4.2.3 use of financial contributions secured pursuant to Schedule 10 of this Agreement to implement public rights of way and cycle measures; and
- 4.2.4 any material impacts to public rights of way that might arise as a result of changes in Project milestones, and any concerns relating to the delivery of the Project which may affect public rights of way

including providing to the Transport Review Group the minutes of the most recent meeting of the Rights of Way Working Group.

Wickham Market Working Group

- 4.3 The Transport Co-ordinator will procure that the Wickham Market Working Group meets at such intervals as may be agreed between its members, until such time as a detailed design for the Wickham Market Improvement Scheme has been approved by the Transport Review Group.
- 4.4 The Wickham Market Improvement Scheme may include some or all of the following, the cost of which as estimated by SZC Co (including a contingency) may not exceed the Wickham Market Transport Contribution:

- 4.4.1 wider footways, principally along the High Street;
- 4.4.2 increased number of informal crossing points across the High Street, to enable pedestrians to cross more frequently;
- 4.4.3 reconfiguration of the High Street / Chapel Lane, High Street / Border Cot Lane and High Street / Spring Lane junctions to benefit pedestrians;
- 4.4.4 improved segregated footpath and cycle track between the River Deben and the B1116 roundabout; and
- 4.4.5 gateway features on the approaches to Wickham Market with the aim of reducing vehicle speeds, delivering improved safety and comfort for pedestrians and cyclists.
- 4.4.6 reconfiguration of kerbside parking along the High Street and the installation of build-outs to improve safety at a number of accesses which currently have poor visibility.
- 4.5 Suffolk County Council will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the Wickham Market Improvement Scheme.
- 4.6 On or before the Commencement Date, SZC Co will pay [%] of the Wickham Market Improvement Contribution for the purpose of undertaking the detailed design of the Wickham Market Improvement Scheme.
- 4.7 Following approval of the proposed Wickham Market Improvement Scheme by the Transport Review Group, SZC Co will pay the remainder of the Wickham Market Transport Contribution to Suffolk County Council for the purpose of implementing the agreed Wickham Market Improvement Scheme.

Leiston Working Group

- 4.8 The Transport Co-ordinator will procure that the Leiston Working Group meets at such intervals as may be agreed between its members, until such time as a detailed design for the Leiston Improvement Scheme has been approved by the Transport Review Group.
- 4.9 The Leiston Improvement Scheme may include some or all of the following, the cost of which as estimated by SZC Co (including a contingency) may not exceed the Leiston Transport Contribution:
 - 4.9.1 widened footways along Main Street, High Street, Cross Street and Sizewell Road, creating more space for pedestrians;
 - 4.9.2 one-way vehicle traffic on Main Street, High Street and Sizewell Road, with cycling permitted in both directions which will create more pleasant conditions for cyclists using these key routes through the town centre;
 - 4.9.3 modal filters, which motor vehicles cannot pass through but pedestrians and cyclists can, at the eastern end of Cross Street and on Valley Road, thereby reducing the volume of vehicular traffic using those roads and the town centre more generally.
 - 4.9.4 public realm improvements in the new footway space created, which could include new seating or a cycle hub close to Leiston Library or trees along High Street.
- 4.10 The Transport Co-ordinator will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the Leiston Improvement Scheme.
- 4.11 On or before the Commencement Date, SZC Co will pay [%] of the Leiston Transport Contribution for the purpose of undertaking the detailed design of the Leiston Improvement Scheme.

- 4.12 Following approval of the proposed Leiston Improvement Scheme by the Transport Review Group, SZC Co will pay the remainder of the Leiston Transport Contribution to Suffolk County Council for the purpose of implementing the agreed Leiston Improvement Scheme.

Marlesford and Little Glemham Working Group

- 4.13 The Transport Co-ordinator will procure that the Marlesford and Little Glemham Working Group meets at such intervals as may be agreed between its members, until such time as a detailed design for the Marlesford and Little Glemham Improvement Scheme has been approved by the Transport Review Group.
- 4.14 The Marlesford and Little Glemham Improvement Scheme may include some or all of the following, the cost of which as estimated by SZC Co (including a contingency) may not exceed the Marlesford and Little Glemham Transport Contribution:
- 4.14.1 [details to be inserted]
- 4.15 Suffolk County Council will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the Marlesford and Little Glemham Working Group.
- 4.16 On or before the Commencement Date, SZC Co will pay [●]% of the Marlesford and Little Glemham Transport Contribution for the purpose of undertaking the detailed design of the Marlesford and Little Glemham Improvement Scheme.
- 4.17 Following approval of the proposed Marlesford and Little Glemham Improvement Scheme by the Transport Review Group, SZC Co will pay the remainder of the Marlesford and Little Glemham Transport Contribution to Suffolk County Council for the purpose of implementing the agreed Marlesford and Little Glemham Improvement Scheme.

Parish Councils

- 4.18 The Transport Co-ordinator shall procure that any transport-related issues raised by the Parish Councils are provided to each meeting of the Transport Review Group.

5. B1078 ROAD SAFETY CONTRIBUTION

- 5.1 On or before the Commencement Date, SZC Co will pay Suffolk County Council the B1078 Road Safety Contribution, which Suffolk County Council will use to fund the following road safety improvements, the final scope and design of which are to be finalised but may include:
- 5.1.1 **A14 signage strategy** – a signage strategy to be developed and agreed with Highways England, as the strategic highway authority, to direct all Sizewell C traffic to route via the A14 in order to reduce Sizewell C car and LGV related traffic on the B1078 corridor;
- 5.1.2 **A140/B1078 junction** – improvements including vegetation maintenance to improve visibility for vehicles turning right into the B1078 and left onto the A140 as well as additional signage and road marking, or alterations to existing signage and road marking;
- 5.1.3 **B1078/B1079 junction, Otley** - improvements including vegetation maintenance to improve forward visibility on the B1078 between Easton and Otley College and the B1079 and additional signage and road markings on the B1078 approach to the B1079.; and highlighting the centre warning line of the carriageway with studs to increase driver awareness;

- 5.1.4 **B1078/Ashbocking Road junction, Ashbocking** – improvements which may include a speed reduction to 50 mph using gateway features and additional signage, including 50 mph repeater signs, to reinforce the new limit and retain the 40 mph limit in Ashbocking; and may include some resurfacing near Stonewall Farm, at Hare and Hounds Corner and at Blacksmiths Corner;
- 5.1.5 **B1078/B1079 junction, Clopton** – improvements which may include additional signage and a gateway feature at Clopton Corner, together with high friction surfacing on the approaches to the Manor Road and Shop Road junctions;
- 5.1.6 **B1078, Charsfield** – improvements which may include the extension of the 30mph speed limit and a gateway feature and additional signage to reinforce the speed limit
- 5.2 SZC Co will regularly check the condition of roads signs at the B1078/B1079 junction and, where necessary, clean or replace them during the Construction Period.
6. **B1122 HIGHWAY CONDITION SURVEY AND CONTRIBUTIONS**
- 6.1 Prior to the Commencement Date, SZC Co will:
- 6.1.1 undertake a highways condition survey of the B1122; and
- 6.1.2 pay the B1122 Pre-SLR Contribution to Suffolk County Council.
- 6.2 Upon the opening of the Sizewell Link Road to traffic, SZC Co will:
- 6.2.1 undertake a further highways condition survey of the B1122; and
- 6.2.2 pay the B1122 Post-SLR Contribution to Suffolk County Council.
7. **CYCLE CONNECTIVITY FUND**
- [.]
8. **HIGHWAY DESIGN AND SUPERVISION FEES**
- 8.1 SZC Co shall pay to Suffolk County Council:
- 8.1.1 [50%] of the Highway Design and Supervision Fees on or before the Commencement Date; and
- 8.1.2 [50%] of the Highway Design and Supervision Fees on or before the first anniversary of the Commencement Date
- to be applied to cover the full audit and supervision fees which would apply to transport schemes to be implemented by SZC Co under the Development Consent Order including the Sizewell Link Road, the Two Village Bypass, the Yoxford Roundabout, the Other Highway Works, the Southern Park and Ride Access, the Northern Park and Ride Access and the Freight Management Facility Access³⁷.

³⁷ Note: Definitions of all of these highway works to be inserted by reference to the numbered works in the DCO

SCHEDULE 17
[GOVERNANCE]³⁸

1. DEFINITIONS AND INTERPRETATION

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

"Accommodation Working Group" has the meaning given in Schedule 3;

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

"Delivery Steering Group" means the group constituted in accordance with and having the functions ascribed to it by paragraph 2;

"Ecology Working Group" has the meaning given in Schedule 11;

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

"Economic Working Groups" has the meaning given in Schedule 7;

"Employment, Skills & Education Working Group" has the meaning given in Schedule 7;

"Environment Review Group" has the meaning given in Schedule 11;

"Environment Working Groups" has the meaning given in Schedule 11;

"Health Working Group" has the meaning given in Schedule 6;

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

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

"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;

"Planning Group" means the group constituted in accordance with and having the functions ascribed to it by paragraph 5.1;

"Review Groups" means the Planning Group, the Transport Review Group, the Social Review Group, the Economic Review Group and the Environment Review Group, and "the relevant Review Group" shall mean any one of these groups;

"Rights of Way Working Group" has the meaning given in Schedule 10;

"Social Review Group" means the group constituted in accordance with and having the functions ascribed to it by paragraph 5.2;

"Social Working Groups" means the Accommodation Working Group, Community Safety Working Group, Health Working Group, Tourism Working Group, and **"the relevant Social Working Group"** shall mean any one of these groups;

"Supply Chain Working Group" has the meaning given in Schedule 7;

"Working Groups" means the Social Working Groups, Environment Working Groups and Economic Working Groups; and

"Tourism Working Group" has the meaning given in Schedule 15; and

"Transport Review Group" has the meaning given in Schedule 16.

³⁸ Note: The decision making and governance arrangements are subject to further consideration by SZC Co.

2. DELIVERY STEERING GROUP

2.1 On or before the Commencement Date, SZC Co covenants with the Councils that it shall establish the Delivery Steering Group which shall exist until the end of the Construction Period.

2.2 The Delivery Steering Group shall comprise:

2.2.1 a service director (or equivalent) from East Suffolk Council;

2.2.2 a service director (or equivalent) from Suffolk County Council; and

2.2.3 up to two representatives to be nominated by SZC Co, including SZC Co's Site Director.

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

2.3 Meetings of the Delivery Steering Group shall:

(A) take place quarterly (or less or more frequently where agreed by the Delivery Steering Group) either virtually or in a convenient location in East Suffolk to be identified by SZC Co from time to time;

(B) be quorate if at least one member representing each of East Suffolk Council, Suffolk County Council and SZC Co are present, unless otherwise agreed by the members of the Delivery Steering Group;

(C) be attended by members or representatives of the Review Groups or Working Groups, third parties or other experts from time to time and as agreed by the Delivery Steering Group members in order to observe and participate in discussions or present information to the Delivery Steering Group.

2.4 The Delivery Steering Group will be chaired by SZC Co's Site Director.

2.5 The Delivery Steering Group shall:

2.5.1 consider all implementation, progress and reports submitted to it by the Review Groups or Working Groups;

2.5.2 having regard to the above reports, monitor and assess the actions taken and decisions made by the Groups;

2.5.3 provide assistance, guidance and advice on the action(s) that should be taken by the Groups to resolve any matters referred to it by the Groups;

2.5.4 identify key risks, issues, interdependencies and opportunities for optimising the effectiveness and efficiency of the implementation and delivery of the Project;

2.5.5 facilitate communication on matters of strategic importance within the Groups.

3. OVERSIGHT PARTNERSHIP

3.1 The Oversight Partnership shall provide advice to the Delivery Steering Group on public sector concerns and priorities.

4. [COMMUNITY GROUPS]³⁹

5. ⁴⁰[REVIEW GROUPS]

5.1 Planning Group⁴¹

5.1.1 On or before the Commencement Date, SZC Co shall establish the Planning Group which shall exist until three years after the end of the Construction Period.

5.1.2 The Planning Group shall comprise:

- (A) one representative to be nominated by the East Suffolk Council;
- (B) one representative to be nominated by Suffolk County Council; and
- (C) up to two representatives to be nominated by SZC Co,

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

5.1.3 Meetings of the Planning Group shall:

- (A) take place monthly either virtually or in a convenient location in East Suffolk to be identified by SZC Co from time to time;
- (B) be quorate if at least three members (at least one of whom is a member representing each of East Suffolk Council, Suffolk County Council and SZC Co) are present.

5.1.4 SZC Co shall be responsible for the administration of convening and holding meetings of the Planning Group.

5.1.5 The Planning Group shall:

- (A) report and make recommendations to the Delivery Steering Group, other Review Groups and the Working Groups;
- (B) refer strategic matters considered by the Planning Group to the Delivery Steering Group, particularly where there are interface issues across topics that require a more strategic approach or direction;

5.1.6 In the event that the Planning Group cannot agree on any matters or recommendations, any member can refer those matters to the Delivery Steering Group for guidance.

5.2 Social Review Group

5.2.1 On or before the Commencement Date, SZC Co shall establish the Social Review Group which shall exist until the end of the Construction Period.

5.2.2 The Social Review Group shall comprise:

- (A) one representative to be nominated by the East Suffolk Council;
- (B) one representative to be nominated by County Council; and
- (C) up to two representatives to be nominated by SZC Co,

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

³⁹ Note: The role of Community Groups is currently the subject of active debate – but the shared intention is that Groups should have the opportunity to make their views known to the DSG

⁴⁰ Note: The decision making and governance arrangements of the Review Groups are subject to further consideration by SZC Co.

⁴¹ Note: a Communications sub-group reporting to the Planning Group is intended to be established under this agreement and is subject to further consideration by SZC Co.

5.2.3 Meetings of the Social Review Group shall:

- (A) take place every six months during the Construction Period (or more frequently where agreed by the Social Review Group) either virtually or at a convenient location in East Suffolk to be notified by SZC Co to the members of the Social Review Group from time to time;
- (B) be quorate if at least three members (at least one of whom is a member representing each of East Suffolk Council, Suffolk County Council and SZC Co) are present;
- (C) be chaired by East Suffolk Council; and
- (D) be attended by members or representatives of the Social Working Groups, third parties or other experts from time to time and as agreed by the Social Review Group members in order to observe and participate in discussions or present information to the Social Review Group.

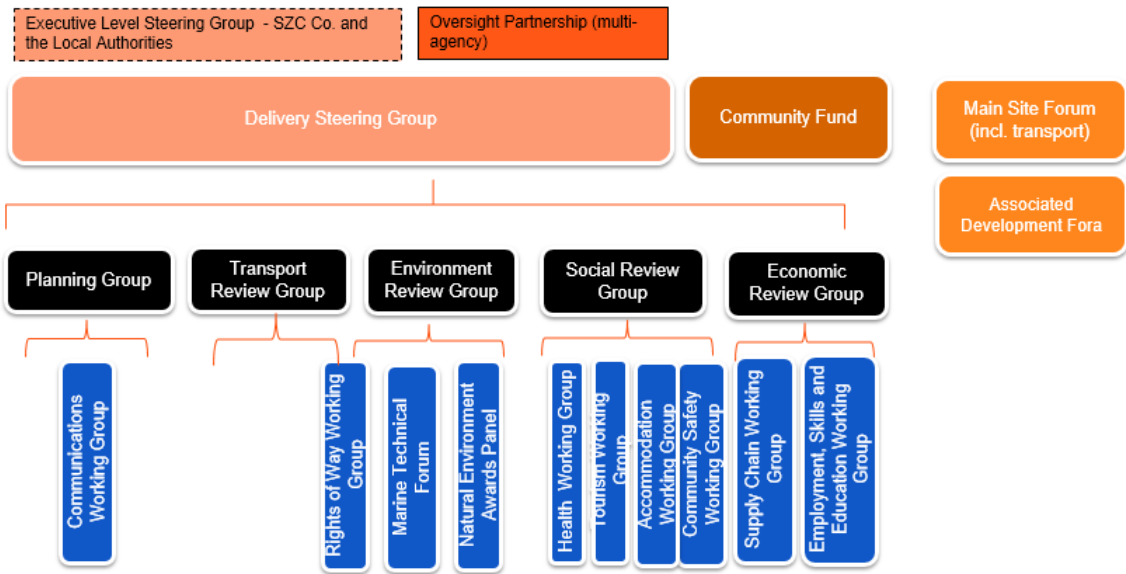
5.2.4 SZC Co shall be responsible for the administration of convening and holding meetings of the Social Review Group and shall ensure that minutes of each meeting are taken.

5.2.5 The Social Review Group shall:

- (A) receive reports from the Social Working Groups;
- (B) consider any matter referred to it from the Social Working Groups regarding outstanding disputes within the relevant Social Working Group, any matter where the relevant Social Working Group has failed to reach a majority decision, or where there are interfaces between the Social Working Groups that need a more strategic approach, and provide guidance on the most appropriate means by which the dispute or matter could be settled or where a strategic approach has been agreed;
- (C) report to and refer any matter (including any matter considered by the Social Review Group pursuant to paragraph 5.2.5(B) to the Delivery Steering Group, particularly where there are interface issues across topics that require a more strategic approach or direction.

FIGURE 1: VISUAL REPRESENTATION OF GOVERNANCE STRUCTURE⁴²

⁴² Note: the Executive Level Steering Group is already in existence and is not constituted in this Deed. It is shown in Figure 1 for informational purposes only.



~~IN WITNESS~~ whereof this Deed has been duly executed by the parties to this Deed on the date which appears at the head of this document.

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

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

Authorised signatory

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

Authorised signatory

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

Authorised signatory

~~SIGNED as a DEED by~~)
~~Executed as a Deed by~~)
NNB GENERATION COMPANY)
(SZC) LIMITED acting by (Signature of director))
[insert name of director])
~~acting by two directors or one director~~)
~~and the company secretary:~~)

~~Director~~

~~Director/Secretary~~

in the presence of

.....
(Name of witness)

.....

.....

.....

(Address of witness)

.....

(Signature of witness)

SIGNED as a **DEED** by)
EDF ENERGY NUCLEAR)
GENERATION LIMITED)
acting by two directors or one director)
and the company secretary:)

Director

Director/Secretary

LIST OF PLANS AND ANNEXES

<u>Plans</u>	
Plan 1A(a)-(b)	SZC Development Site Plan
Plan 1B	Accommodation Campus Site Plan
Plan 1C	Leiston Sports Facilities Site Plan
Plan 1D	Rail Development Site Plan
Plan 1E	Freight Management Facility Site Plan
Plan 1F	Northern Park and Ride Site Plan
Plan 1G(a)-(d)	Sizewell Link Road Site Plans
Plan 1H	Southern Park and Ride Site Plan
Plan 1I(a)-(b)	Two Village Bypass Site Plans
Plan 1J(a)-(d)	Yoxford roundabout and other highway improvement works Sites Plans
Plan 1K	Benhall Site Plan
Plan 1L	Halesworth Site Plan
Plan 1M	Pakenham Site Plan
Plan 1N	Marsh Harrier Habitat Improvement Site Plan
[Plan 2]	[East Suffolk Natural Environment Improvement Area]
[Plan 3]	[Suffolk Coast and Heaths AONB and Suffolk Heritage Coast Natural Environment Improvement Area]
<u>Annexes</u>	
Annex [●]	Draft Deed of Covenant
Annex [●]	Financial Contributions Table
Annex [●]	Community Safety Working Group Terms of Reference
Annex [●]	Health Working Group Terms of Reference
Annex [●]	First Leiston Abbey Site Enhancement Scheme
Annex [●]	Second Leiston Abbey Site Enhancement Scheme
Annex [●]	Implementation Plan
Annex [●]	Marine Technical Forum Terms of Reference
Annex [●]	Construction Traffic Management Plan

Annex [●]	Construction Worker Travel Plan
Annex [●]	Traffic Incident Management Plan
Annex [●]	Format of Transport Monitoring Reports
Annex [●]	Contingent Effects 1
Annex [●]	Contingent Effects 2
Annex [●]	B1078 Road Safety Improvements
Annex [●]	Leiston Improvement Scheme
Annex [●]	Marlesford and Little Glemham Improvement Scheme
Annex [●]	Wickham Market Improvement Scheme

ANNEX [●]

DRAFT DEED OF COVENANT

DRAFT

[20XX]

(1) [EAST SUFFOLK COUNCIL] OR [WEST SUFFOLK COUNCIL] OR [SUFFOLK
COUNTY COUNCIL]

and

(2) NNB GENERATION COMPANY (SZC) LIMITED

and

(3) []

DEED OF COVENANT

in relation to a deed of development consent
obligations entered into pursuant to section
106 of the Town and Country Planning Act
1990
relating to
Sizewell C, Suffolk

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

BETWEEN:

- (1) [EAST SUFFOLK COUNCIL of East Suffolk House, Station Road, Melton, Woodbridge, England IP12 1RT (the "Council");]
OR
[SUFFOLK COUNTY COUNCIL of Endeavour House, 8 Russell Road, Ipswich, England IP1 2BX (the " Council");]
OR
[WEST SUFFOLK COUNCIL of of West Suffolk House, Western Way, Bury St Edmunds, Suffolk IP33 3YU ("West Suffolk Council") (the " Council");]
- (2) NNB GENERATION COMPANY (SZC) LIMITED whose registered office is at 90 Whitfield Street, London, England W1T 4EZ (Company Number 09284825) ("SZC Co"); and
- (3) [] of [] ("Recipient").

WHEREAS:

- (A) On [●] 20[●] SZC Co and the Council entered into the Principal Deed pursuant to which SZC Co committed to make one or more payments to the Council to be paid onward to the Recipient subject to the Recipient entering into this Deed.
- (B) The Recipient wishes to secure the payment to itself of the Contributions from the Council.
- (C) This Deed of Covenant is entered into for the purposes of ensuring that the Recipient receives the Contributions from the Council and applies the Contributions in accordance with the terms of the Principal Deed.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following expressions shall have the following respective meanings unless the context otherwise requires:
"Contributions" means the amounts expressed to be payable to the Recipient by the Council pursuant to paragraph[s] [●] of Schedule[s] [●] o the Principal Deed; and
"Principal Deed" means the agreement pursuant to section 106 of the Town and Country Planning Act 1990 in relation to the Development Consent Order entered into by (1) East Suffolk Council (2) Suffolk Country Council (3) West Suffolk Council and (4) NNB Generation Company (SZC) Limited.
- 1.2 In this Deed unless a contrary intention is shown in this Deed, all expressions and phrases shall have the meaning ascribed to them in the Principal Deed.
- 1.3 Clause 8 of the Principal Deed shall apply to this Deed as if references therein to "this Deed" were references to this Deed.

2. SZC CO'S COVENANT

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

3. **COUNCIL'S COVENANT**

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

4. **RECIPIENT'S COVENANT**

- 4.1 The Recipient covenants with SZC Co and the Council that prior to receiving any Contribution it shall establish an interest-bearing account or accounts where those Contributions and/or other sums of money that are payable to it pursuant to the Principal Deed shall be held and shall promptly, and in any event within [●] Working Days of the establishment of such account or accounts, notify the account details to SZC Co and the Council.
- 4.2 The Recipient covenants with SZC Co and the Council that they shall, on receipt of the Contributions or other amounts from the Council payable to them pursuant to the Principal Deed, place the received sums of money in such notified account or accounts.
- 4.3 Interest accruing to the account or accounts in which the Contributions payable to the Recipient pursuant to the Principal Deed are held shall be retained in that account or accounts and shall only be applied in accordance with the provisions of this Deed for the same purposes as for the Contributions to which the interest relates.
- 4.4 The Recipient shall provide SZC Co and the Council with copies of all account statements and other correspondence received in relation to the accounts established pursuant to this clause 4.

5. **APPLICATION OF CONTRIBUTIONS**

- 5.1 The Recipient covenants with SZC Co and the Council in respect of monies it receives pursuant to this Deed not to spend the relevant monies other than for the purposes specified in the Principal Deed in relation to the relevant Contribution or sum of money.
- 5.2 The Recipient shall within [●] months of the date on which the first Contribution is paid to the Recipient pursuant to this Deed and annually thereafter until the Contributions have been spent provide SZC Co and the Council with an annual statement setting out details of the purposes to which the monies have been applied.
- 5.3 Notwithstanding clause 5.2, SZC Co and the Council shall in any event have the right to audit all expenditure funded from the Contributions or other amounts secured under this Deed and the Recipient covenants with SZC Co and the Council to provide access to all such information and evidence to enable SZC Co or the Council to carry out any such audit.

6. **UNSPENT CONTRIBUTIONS**

- 6.1 If any amount of money paid to the Recipient under this Deed by the Council remains unspent within [●] years of the date that amount was paid by the Council, the Recipient shall pay any such unspent monies together with any Accrued Interest on those monies to SZC Co or its nominee within [●] Working Days of a request from SZC Co.

7. **COMMUNICATIONS**

- 7.1 The parties agree that where particular mitigation works, projects or benefits are funded from any of the Contributions secured under this Deed:
- 7.1.1 SZC Co shall have the right to be acknowledged as having funded such works, projects or benefits;
- 7.1.2 SZC Co branding and/or corporate images or logos shall be included (at the discretion of SZC Co) in literature or publicity material relating to such works, projects or benefits;

7.1.3 signage (at the discretion of SZC Co) bearing SZC Co branding and/or corporate images or logos shall be erected or affixed to buildings and other facilities funded out of the Contributions; and

7.1.4 SZC Co shall have the right to be involved in publicity activities relating to such works, projects or benefits in consultation with the Recipient.

8. **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.

9. **JURISDICTION**

9.1 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.

9.2 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).

10. **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.

11. **DATE OF DELIVERY**

This Deed is delivered on the date of this Deed.

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

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

Authorised signatory]

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

Authorised signatory]

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

Authorised signatory]

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

(Name of witness)

(Address of witness)

(Signature of witness)