

DATED...16 November 2010

- (1) NNB GENERATION COMPANY LIMITED**
- (2) SUFFOLK COUNTY COUNCIL**
- (3) SUFFOLK COASTAL DISTRICT COUNCIL**

PLANNING PERFORMANCE AGREEMENT

PURSUANT TO SECTION 111 OF THE LOCAL GOVERNMENT ACT 1972, SECTION 2 OF THE LOCAL GOVERNMENT ACT 2000 AND SECTION 93 OF THE LOCAL GOVERNMENT ACT 2003 IN RELATION TO DEVELOPMENT PROPOSALS AT SIZEWELL, LEISTON, SUFFOLK IP16 4UR

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PLANNING PERFORMANCE AGREEMENT - SIZEWELL NUCLEAR NEW BUILD

THIS PLANNING PERFORMANCE AGREEMENT is made the 16th day of November 2010

BETWEEN:

- (1) NNB GENERATION COMPANY LIMITED whose registered office is situated at 40 Grosvenor Place, LONDON SW1X 7EN (Registered Company number 6937084 (the "Developer"));**
- (2) SUFFOLK COUNTY COUNCIL of Endeavour House, 8 Russell Road, IPSWICH IP1 2BX; and**
- (3) SUFFOLK COASTAL DISTRICT COUNCIL of Council Offices, Melton Hill, Woodbridge, SUFFOLK IP12 1AU (each a "Council" and together the "Councils" and these expressions shall include their respective statutory successors).**

1. RECITALS

- 1.1 Subject to receiving all necessary consents and approvals, the Developer intends to construct and operate the Project comprising two European Pressurised Reactor nuclear generating units on the site to the north of Sizewell B power station together with ancillary facilities in accordance with the Vision and the Development Objectives if the Government's National Policy Statement for Nuclear Power Generation judges that Sizewell is strategically suitable for early deployment of new nuclear power stations.
- 1.2 The Developer intends to become the site licensee for the purposes of the Nuclear Installations Act 1965 (as amended) and associated legislation under the majority ownership of the Electricité de France group of companies (incorporated in the Republic of France).
- 1.3 The Councils recognise that the Project will raise complex and difficult planning, environmental and associated considerations on a significant scale and extent.
- 1.4 The proper discharge of the Councils' various statutory functions arising as a result of and relating to the Project will occupy very considerable resources of the Councils.
- 1.5 It is not anticipated that the other demands made on the Councils in the discharge of their statutory functions will materially diminish over the lifetime of the Project.
- 1.6 It is important that the Councils perform their statutory functions, both for the Developer and for all others, promptly, thoroughly and even-handedly.
- 1.7 The resources of the Councils for performing their statutory functions are limited.
- 1.8 The Councils anticipate that, unless considerable additional resources are devoted to the performance of their planning and all other relevant statutory functions, the demands made by the Project may result in a significant degradation in the performance standards of the Councils in respect of those functions contrary to the public interest.
- 1.9 The Councils wish to neutralise the anticipated degradation in the performance standards of their planning and all other statutory functions resulting from the Project Applications and consenting process.

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- 1.10 Given the importance and significance of the Project, the Councils agree to work cooperatively to facilitate the efficient processing of the DCO Works Application and any Ancillary Works Application while allowing for due and proper consideration at each stage in the process.
- 1.11 The Parties recognise that due to the duration and complexity of the application and determination processes, the totality of the works required for the Project cannot be specified at the outset, and that this Agreement is therefore an appropriate mechanism for dealing with the overall terms and conditions within which discrete Work Packages can be agreed to enable the Councils to continue to discharge their statutory functions in a timely, thorough and even-handed manner.
- 1.12 The Parties now seek to enter into this Agreement to secure a timely and rigorous project management of the application processes for the Project, encompassing the preparation of expert reports, consultation responses, the consideration of planning application submissions, the formulation of a strategy to identify and secure the provision of infrastructure required in connection with the Project, and other agreed activities without any adverse impact on the Councils' ability to discharge their statutory functions satisfactorily.
- 1.13 The Councils have the power under section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and section 93 of the Local Government Act 2003 to enter into this Agreement with the Developer in relation to the activities outlined in this Agreement and to charge for those activities where such activities are not otherwise covered in full by application fees and where such activities are of a discretionary nature.
- 1.14 The Councils have powers under a range of statutes and legislation to provide a range of services and advice and may in certain circumstances charge for those services and advice under section 93 of the Local Government Act 2003.
- 1.15 Nothing in this Agreement shall predetermine or prejudice the proper consideration and determination of any consent or application or override or fetter the statutory powers duties or responsibilities of any Party.

2. PURPOSE

- 2.1 The purpose of this Agreement is to provide a framework which enables the Councils to respond to and manage the additional demand for resources which will result from the Project without any degradation in the performance standards in the discharge of the Councils' statutory functions. Notwithstanding the generality of the foregoing the purpose of this Agreement is:
 - 2.1.1 to provide a project management framework that enables the Developer and the Councils to work collaboratively to explore the scope, impacts and potential of the Project, in the context of the Planning Act 2008, relevant National Policy Statements, the local need for a strategic and co-ordinated approach to place shaping and with the objective that the Project should achieve the principles of the Vision;
 - 2.1.2 within this same context, to secure the appropriate internal and independent external resources to enable the Councils to efficiently and effectively undertake such activities at the pre-application stage, unless otherwise agreed by the Parties,

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as are deemed necessary by the Councils and agreed by the Project Board, including but not limited to the following:

- (A) to work with the community and statutory agencies to ensure the adequacy of the Developer's Statement of Community Consultation for the Project;
- (B) to support and enhance understanding of the local impacts of the project, including in areas such as transport, environmental and socio-economic impacts;
- (C) to carry out pre-application discussions with statutory agencies, the business sector and the wider community;
- (D) to support communities so that they understand how, in what way and when they can engage in the process;
- (E) to provide constructive and challenging input into pre-application discussions with the Developer and related Developer and Government consultations;
- (F) to provide proactive communications capacity to co-ordinate requests for information by the media, and pursuant to the Environmental Information Regulations 2004 and the Freedom of Information Act 2000 on behalf of the Councils;
- (G) to provide input to any screening and scoping report sought by the Developer for the Project and subsequent technical input into any relevant Environmental Impact Statement submitted by the Developer for the Project;
- (H) to provide robust project management of all relevant application processes for the Project; and
- (I) to negotiate planning conditions, Section 106 Agreements and any related highway agreements; and

2.1.3 to secure the Development Objectives set out in clause 5.

2.2 The Councils will at all times operate within their statutory powers and duties and in accordance with the legislation to which they are subject. No decision, advice or observation by any of the Councils in respect of the Project shall be in any way prejudiced or fettered by the existence of this agreement.

3. PROJECT DESCRIPTION

3.1 The proposed Project includes the DCO Works and the Ancillary Works, as more particularly described in Annex A.

4. VISION

4.1 That the Project should seek to achieve the following:

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- 4.1.1 a contribution to the national need for secure, low carbon electricity and for the replacement of decommissioning nuclear capacity at the national level in accord with applicable and current Government and Development Plan policies;
 - 4.1.2 a significant benefit to the local economy, both during construction and in operation, through local employment opportunities, training and workforce development, expenditure on local facilities and services, and business for the supply chain, and the appropriate publicising of such opportunities;
 - 4.1.3 additional/enhanced social and community provisions and/or facilities, where possible in the form of legacy provisions, to mitigate the impacts of the influx of construction workers and serve the operational workforce;
 - 4.1.4 a power station design, layout and associated grid infrastructure that avoids undue adverse visual impact on the AONB and Heritage Coast, minimises any such impacts whilst complying with operational, safety and security requirements;
 - 4.1.5 a positive long-term contribution to local bio-diversity, landscape quality and countryside access;
 - 4.1.6 a development that minimises impacts on coastal processes and is in accordance with the strategies set out in the Suffolk Shoreline Management Plan;
 - 4.1.7 use of sustainable transport modes wherever practicable and improvements to the transport infrastructure where required to minimise the impact of and improve access to the development and ancillary facilities;
 - 4.1.8 a secure and safe Project with robust emergency planning provisions, that complies with all operational safety and security requirements and minimises any adverse impacts on health and well-being of the local population during construction and operation; and
 - 4.1.9 if granted consent, completion of the Project in line with the Developer's objective of having four nuclear generating units operational in the UK by 2025.
- 4.2 In endorsing the Vision the Councils do not commit themselves to act in any way other than in accordance with their statutory powers and duties.

5. DEVELOPMENT OBJECTIVES

- 5.1 Through the project management mechanisms established under this Agreement to provide a transparent framework that enables the Councils to:
 - 5.1.1 evaluate and advise upon the technical and design merits of the Proposals, including environmental, transport, social and economic impacts and benefits, to advise on the management of impacts and explore the potential for planning mitigation to address these impacts;
 - 5.1.2 evaluate and provide pre-application advice about how the Proposals contribute and deliver regional, sub-regional and local economic, planning and community strategies, priorities and specific issues in the area. In particular to provide advice:

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- (A) in relation to how the development may enable the community to access the opportunities presented through direct and indirect investment, via a local labour agreement and wider socio-economic strategy together with arrangements to monitor socio-economic impacts and change;
- (B) on skills and workforce development via up-skilling and retraining to meet business needs, and be pro-active in addressing these through work with appropriate local partners;
- (C) on the potential for specifically addressing local deprivation and targeting hard to reach groups, so as to stimulate engagement and enhance inclusion;
- (D) on a community cohesion and safety strategy which ensures that the impacts of transitory labour are managed effectively;
- (E) on the potential for the development to assist in tackling infrastructure deficits and meeting local needs, via a clear prioritised investment plan linked to wider local development frameworks, economic, environmental and regeneration strategies;
- (F) on the potential for the development to contribute to wider community and environmental benefit in the affected locality, creating a positive legacy that contributes to longer term sustainability, economic restructuring, environmental quality and place shaping; and
- (G) on the transport implications of the proposal, including sustainable transport.

6. AGREEMENT PRINCIPLES

6.1 Each Party agrees to the following principles:

- 6.1.1 commitment to a timely, robust and efficient execution of the pre- application, advisory and application processes in pursuit of the Vision and the Development Objectives, so as to deliver the timescales and content of the Issues and Tasks Plan;
- 6.1.2 commitment to a robust governance and project management structure including adherence to the Project Programme and regular review mechanisms to monitor and control compliance with the Project Programme and the Parties' obligations;
- 6.1.3 commitment to the Key Dates and to milestones set out in Work Packages that once agreed remain fixed unless otherwise agreed by the Project Board;
- 6.1.4 co-operation and creativity as a team, joint work in fulfilling each Party's respective obligations, transparency and open sharing of information (subject to clause 18), consistency, good faith, respect for each Party's interests;
- 6.1.5 commitment to full transparency to and auditability by the Developer of costs incurred and to securing a continuity of staff and consultants with appropriate levels of competence, qualifications and experience;

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- 6.1.6 commitment to effective ongoing involvement and consultation with the surrounding community, statutory consultees and the general public;
- 6.1.7 the role of the Project Board is the monitoring and management of commitments on costs, quality and timescale and the management of delivery of the Project Programme, as more fully described in clause 9;
- 6.1.8 individual Councils may take the lead in respect of particular Work Packages on the basis of their particular areas of expertise and statutory duties.
- 6.1.9 acknowledgement that, when exercising their respective statutory duties including responses as statutory consultees and the determination of applications for any permission or consent, the Councils are not accountable to the Project Board nor any other party and that the discharge by them of their statutory powers duties and responsibilities shall not be prejudiced or fettered by this Agreement in any way; and
- 6.1.10 acknowledgement that, subject to clause 6.1.9, all Parties are responsible acting through the Project Board for ensuring that the cost, quality and timescale of the Project Programme is managed in accordance with this Agreement and that the Work Packages are delivered within budget and to the quality and timescale agreed by the Parties.

7. DEVELOPER'S COMMITMENTS

- 7.1 The Developer agrees to:
 - 7.1.1 comply with the Agreement Principles and to facilitate the other Parties' compliance with the Agreement Principles;
 - 7.1.2 pay the relevant Councils' costs properly invoiced in accordance with the terms of the Charging Principles and the invoicing and payment provisions in Schedule 6 and the relevant Work Packages;
 - 7.1.3 subject to clause 14.4, submit applications in accordance with the Key Dates or such other dates as are reasonably agreed between the Parties;
 - 7.1.4 submit supporting documents in accordance with the Key Dates or such other dates as are reasonably agreed between the Parties and the terms of the relevant Work Packages;
 - 7.1.5 carry out public consultations and consult with statutory authorities in accordance with the Key Dates or such other dates as are reasonably agreed between the Parties, the terms of the relevant Work Package, the Development Objectives and the requirements for a valid Statement of Community Consultation, addressing concerns as far as reasonably practicable and taking account of the Vision;
 - 7.1.6 respond to written requests for further information needed to enable other Parties to discharge their responsibilities within five working days or such other time as may be agreed;
 - 7.1.7 provide other Parties with all substantive documents relevant to the purpose of a meeting between the parties not less than five working days prior to that meeting or such other time as may be agreed, and

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- 7.1.8 provide a copy of a full team directory in electronic format (including usual office address, telephone and mobile phone number, fax number and email address), identifying individuals and responsibilities, to other Parties within ten working days of commencement, and thereafter to keep such team directory up to date.

8. COUNCILS' COMMITMENTS

- 8.1 Subject to their statutory duties and responsibilities the Councils agree to:
 - 8.1.1 comply with the Agreement Principles and to facilitate the other Parties' compliance with the Agreement Principles;
 - 8.1.2 provide to the Project Board, details and evidence of relevant expenditure and costs in accordance with a procedure to be agreed by the Project Board;
 - 8.1.3 subject to the Charging Principles, designate officers, engage consultants, provide other appropriate resources and carry out other actions needed to secure the proper consideration and determination of any Project Applications and in their respective roles as Local Planning Authorities, to respond as statutory consultee in accordance with the Issues and Tasks Plan, Key Dates and terms of the relevant Work Package;
 - 8.1.4 procure external resources with due recognition of the need for probity and independence of advice, and in compliance with the Best Value process, EU Procurement Directives and all relevant standing orders of the Councils;
 - 8.1.5 consult the Developer prior to the appointment of external consultants and termination of appointment and give notice to the Developer within five working days of such appointment or termination of appointment, though for the avoidance of doubt the Councils will retain full control over and responsibility for such appointments and termination of appointments;
 - 8.1.6 notify the Developer promptly as soon as it is reasonably expected that the anticipated resource expenditure required to complete any Work Package is likely to exceed the authorised expenditure limit for that Work Package and bring the matter to the attention of the Project Board in accordance with clause 15.2;
 - 8.1.7 respond substantively to all written communications and telephone calls with or from the other Parties within five working days of receipt, and to respond to all other communications associated with this Agreement promptly and in any case within ten working days from receipt or in either case within such other time as may be agreed;
 - 8.1.8 notify all Parties no later than five working days prior to any meeting of a Council Committee at which any report of matters relevant to the Project will be considered, and provide all Parties with the relevant minutes or action points arising within ten working days; and
 - 8.1.9 provide a copy of a full team directory in electronic format (including usual office address, telephone and mobile phone number and email address) identifying individuals and responsibilities, to the other Parties within ten working days of the date of this Agreement, and thereafter keep such team directory up to date.

9. PROJECT BOARD

- 9.1 Within ten working days of the date of this Agreement, the Parties shall set up the Project Board constituted in accordance with the provisions set out in Schedule 4.
- 9.2 The Project Board shall be responsible for those matters set out in Schedule 4 and for project managing the actions required for the formulation of the proposals by the Developer so that they reflect the Vision and are carried out in accordance with the Development Objectives and the terms of this Agreement. Such activities shall include but not be limited to:
- 9.2.1 agreeing and updating the Issues and Tasks Plan;
 - 9.2.2 agreeing and updating the Project Programme and Key Dates;
 - 9.2.3 dividing activities listed in the Issues and Tasks Plan into individual Work Packages and assigning each one to a Task Team;
 - 9.2.4 assigning each Task Team to a Lead Council, appointing the Task Team leader and nominees, and monitoring performance of Task Teams;
 - 9.2.5 approving the terms of Work Packages and signing off on delivery of Work Packages;
 - 9.2.6 monitoring and controlling the delivery of Work Packages in accordance with the Issues and Tasks Plan, Project Programme and Key Dates; and
 - 9.2.7 managing the resolution of disputes and issues.
- 9.3 The overall objectives, composition, terms of reference and responsibilities of the Project Board are more particularly described in Schedule 4.
- 9.4 The Project Board shall be responsible for the approval of Developer Costs which approval is to be given in writing before such costs are committed to be or are incurred and subject to the procedures and principles set out in clauses 5 and 6 and Schedule 6.

10. ISSUES AND TASKS PLAN

- 10.1 From time to time the Project Board may agree to amend the Issues and Tasks Plan contained in Schedule 1 for achieving the Vision.
- 10.2 At any time, the Issues and Tasks Plan must contain the following information:
- 10.2.1 an analysis of the requirements to be delivered in order to secure the Vision and Development Objectives set against current information to identify gaps; and
 - 10.2.2 information on each issue, the corresponding tasks needed to close the gap and the accountability for undertaking this, in the agreed form set out in Schedule 1 or such other form as may from time to time be agreed by the Project Board.

11. KEY DATES AND PROJECT PROGRAMME

- 11.1 As soon as reasonably practicable after completion of this Agreement, the Project Board shall agree the Key Dates and Project Programme for securing the Vision and Development Objectives.
- 11.2 The Key Dates shall be a set of targets against which performance of the Project Board and the relevant Task Teams shall be measured by the Parties.
- 11.3 The Project Programme and Key Dates shall set out target dates in respect of:
- (A) responses to pre-application consultation requests;
 - (B) application submission to IPC or other authority, as may be the case;
 - (C) relevant Cabinet or planning committee resolutions;
 - (D) application determination;
 - (E) agreement of heads of terms for section 106 agreements;
 - (F) agreement of heads of terms for highway agreements, proposals for traffic management orders and associated orders and agreements; and
 - (G) any other matters the Project Board shall agree.
- 11.4 Information on each agreed Key Date shall be maintained in the form set out in Schedule 3 or such other form as may from time to time be agreed by the Project Board.

12. TASK TEAMS

- 12.1 The Project Board shall appoint one or more Task Teams which shall be responsible for the delivery of each item listed in the Issues and Tasks Plan. In carrying out its activities the Task Team shall adhere to the directions of the Project Board.
- 12.2 The overall objectives, composition and responsibilities of each Task Team shall be as more particularly described in Schedule 5 or as otherwise agreed by the Project Board.
- 12.3 Each Task Team shall be responsible for formulating one or more proposed Work Packages for approval by the Project Board and then ensuring delivery of the work in accordance with the resource commitments and milestones set out in the approved Work Package.

13. WORK PACKAGES

- 13.1 Each Work Package shall be in the form described in Schedule 2 or such other form as the Project Board may determine and shall provide for the following information to be specified and maintained:
- 13.1.1 accountable Task Team;
 - 13.1.2 description of work to be carried out including milestones and quality plan;
 - 13.1.3 description of outcomes to be delivered, including quality and timescale;

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- 13.1.4 links to National Performance Indicators and Local Area Agreement Targets as appropriate;
 - 13.1.5 resource plan, including resources internal and external to Councils, their phasing, and the strategy for their procurement;
 - 13.1.6 authorised expenditure limit;
 - 13.1.7 risks to delivery, including dependence on other work whether or not carried out under any Work Package;
 - 13.1.8 matters to be reported to Project Board, including progress against milestones, resources used to date and forecast to be used to completion, issues and risks arising, issues referred to Project Board for resolution;
 - 13.1.9 arrangements on termination of the Work Package; and
 - 13.1.10 dates of approval by Project Board of start of work and of satisfactory completion.
- 13.2 The Councils agree to provide the resources to facilitate the requirements contained in the Work Packages agreed pursuant to this Agreement subject to compliance by the Developer with its commitments on the provision of funding. The Developer undertakes to fund such resources in accordance with clauses 15 and 16.
- 13.3 The Developer may serve notice of termination of a Work Package at any stage but it is responsible for the actual costs unavoidably incurred or committed by a Council at the date on which the Council received the notice of termination of the Work Package. Any such costs shall be paid by the Developer in accordance with Schedule 6. The Council shall use its best endeavours to mitigate costs and redeploy resources so as to minimise the amount of these costs.

14. STATUS OF THIS AGREEMENT

- 14.1 This Agreement is entered into by the Councils under section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and section 93 of the Local Government Act 2003 and all other enabling powers.
- 14.2 The Councils are planning authorities within the meaning of the Town and Country Planning Act 1990 as amended, the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008.
- 14.3 Each Council is authorised to enter into this Agreement.
- 14.4 This Agreement does not oblige the Developer to apply for any of the consents required for the Project or proceed with any aspect of the proposed Project. The Issues and Tasks Plan in Schedule 1, the Work Packages in Schedule 2, and the Project Programme and Key Dates in Schedule 3 are indicative only.
- 14.5 This Agreement does not fetter the Councils' discretion in respect of their duties to properly consider and determine any applications in relation to the Project.
- 14.6 Nothing in this Agreement shall prevent either Council exercising any of its duties, powers or functions arising under any legislation.

15. CHARGING PRINCIPLES

15.1 Any funding arrangements entered into between the Developer and the Councils under specific Work Packages shall be in accordance with the following Charging Principles:

15.1.1 the charging relates exclusively to each Council's recovery of its costs for the provision of services it is authorised but not required (by an enactment) to provide;

15.1.2 the payments are on a not-for profit basis (year by year) and, taking one year with another, the income from the charges for such services must not exceed the cost of providing them;

15.1.3 there shall be full transparency with regard to costs incurred; and

15.1.4 the sole basis for charging is that the Councils can recover resources expended to achieve delivery of an agreed Work Package, in accordance with this Agreement and the terms of the Work Package.

15.2 In the event that anticipated resource expenditure required to complete any Work Package is reasonably expected to exceed authorised expenditure limit for that package, this shall immediately be brought to the attention of the Project Board and no further financial commitment shall be entered into in respect of that Work Package until the Project Board has so agreed.

15.3 Subject to clause 15.1, costs recognised for charging shall be based:

15.3.1 where the work is carried out by third parties under contract, on the amounts invoiced to the Party that commissions the work; and

15.3.2 where the work is carried out by a Council's employees, on the internal staff resources committed in the agreed Work Package. For the avoidance of doubt such resources may include those used to administer third party contracts required for the implementation of this Agreement and for the further avoidance of doubt may include those used to provide legal and financial advice and support in accordance with an agreed Work Package.

15.4 Any charging by the Councils under this Agreement shall be carried out in accordance with the provisions of section 93 of the Local Government Act 2003, any relevant Government guidance and the guidance and requirements of the professional codes of practice issued by the CIPFA for time to time.

16. INVOICING AND PAYMENT

Invoicing and payment shall take place in accordance with the provisions of Schedule 6 to this Agreement, or in accordance with such other arrangements as may from time to time be agreed by the Project Board.

17. TERM

17.1 This Agreement is effective from 16 November 2010 and shall terminate upon:

17.1.1 any date on which or from which the Project Board agrees that no further work is required to be carried out under the provisions of this Agreement;

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- 17.1.2 the date specified in a notice served by the Developer on the other Parties that the Proposals will not be pursued which shall not be less than ten working days after the date of the notice; or
- 17.1.3 as otherwise terminated in accordance with clause 20.
- 17.2 Subject to the provisions of clause 20 any undischarged obligation of any party to this Agreement shall remain in effect until discharged notwithstanding the termination of the Agreement in accordance with this Agreement unless otherwise agreed by the Parties.

18. FREEDOM OF INFORMATION

- 18.1 Where the Councils receive any requests under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 for information concerning the Developer or the Project, they will consult the Developer prior to the release of any requested information.
- 18.2 In any consultation under clause 18.1, the Developer shall clearly identify with reasons information that it considers should not be disclosed by the Councils pursuant to any requests under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.
- 18.3 No Council shall without the consent of the Developer disclose or permit or suffer to be disclosed any of the contents of or the existence of any of the documents agreed pursuant to this Agreement or information supplied under this Agreement in relation to the Project at any time except to its professional advisers and/or to the extent that disclosure may be required by law (which for the avoidance of doubt shall include the Audit Commission Act 1998) or by any regulatory or listing authority. Where disclosure is required by law or by any regulatory or listing authority, disclosure shall be permitted irrespective of whether the Developer has identified that information as being information that should not be disclosed pursuant to clause 18.2.
- 18.4 The Developer acknowledges that, notwithstanding the provisions of clauses 18.1, 18.2 and 18.3, the Councils may, acting in accordance with the Ministry of Justice's (as successor to the Department of Constitutional Affairs) Code of Practice on the Discharge of Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 to disclose information concerning the Developer or the Project:
 - 18.4.1 in certain circumstances without consulting the Developer; or
 - 18.4.2 following consultation with the Developer and having taken its views into account,provided that where sub-clause 18.4.1 applies, the Councils shall, in accordance with the recommendations of the Code, draw this to the attention of the Developer prior to any disclosure and further nothing in this Agreement shall prevent either Council complying with any Order for disclosure or release of information (however expressed) issued by the Information Commissioner or any court of competent jurisdiction.
- 18.5 Where the Developer does not identify to the Councils with reasons information that it considers should not be disclosed by the Councils pursuant to clause 18.2 within the time

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allowed by the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 the Council may disclose that information.

19. OTHER BODIES

19.1 The Parties recognise that approval of and implementation of the Project may require consultation with, input from, and permission and licences from a range of other statutory, governmental and non-governmental public bodies including but not limited to:

19.1.1 The Environment Agency;

19.1.2 The Government Office for the Eastern Region (Go East);

19.1.3 The East of England Development Agency (EEDA);

19.1.4 The Highways Agency;

19.1.5 Natural England;

19.1.6 Local authorities whose boundaries adjoin the boundaries of the Councils;

19.1.7 Suffolk Constabulary; and

19.1.8 Town and Parish Councils and other community organisations,

or their statutory successors.

19.2 Although such bodies are not parties to this Agreement the Parties may, wherever practicable, and subject to the agreement of such bodies, enter into a Memorandum of Understanding in which the bodies agree to work in accordance with the principles of this Agreement set out in clause 6 to achieve the Vision and the Development Objectives, insofar as this is compatible with the powers, duties and responsibilities of the body concerned.

19.3 The Developer may at any time and at its own absolute discretion choose to provide funding to the bodies listed in clause 19.1 in order to assist those bodies in providing the input referred to in clause 19.1. This funding may be provided:

19.3.1 by the Developer directly to the body concerned; or

19.3.2 by the Councils which may then seek reimbursement from the Developer.

19.4 Before any funding is provided pursuant to clause 19.3.2, the Councils must obtain prior written approval from the Project Board which may decide whether or not to approve the provision of funding at its absolute discretion. For the avoidance of doubt, the Charging Principles contained in clause 15 will apply to any reimbursement sought by the Councils pursuant to clause 19.3.2.

20. BREACHES AND TERMINATION

20.1 In the event of breach by any Party of its obligations under this Agreement, and if such breach is not remedied within ten working days or such longer period as may be agreed in writing by the Parties, then the other Party may notify termination forthwith.

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- 20.2 The Developer may at any time and at its own discretion terminate this Agreement by giving not less than ten working days notice in writing to the Councils in respect of termination of this Agreement.
- 20.3 The Developer may at any time and at its own discretion terminate any Work Package by giving not less than five working days to the relevant Lead Council of its intention to terminate any Work Package at any stage of the carrying out, conduct or execution of a Work Package. Clause 13.3 shall apply in respect of the payment of any Developer Costs relating to the terminated Work Package.
- 20.4 A Council may at any time and at its absolute discretion serve not less than ten working days notice in writing of termination of its participation in this Agreement, subject to the provisions of sub-clauses 20.5, 20.6 and 20.9. Such notice shall be served on the Developer and the Council.
- 20.5 The Developer's obligation to pay extinguishes at termination for costs incurred after termination, save as provided for in clause 20.9 or as otherwise agreed by the Parties.
- 20.6 Following service of a notice of termination, by a Council under clause 20.4, that Council shall not make any commitment which would have the effect of incurring further Developer Costs and shall use its best endeavours to mitigate costs and redeploy resources so as to minimise the amount of those costs.
- 20.7 Following service of a notice of termination by a Council under clause 20.4 the Project Board shall take steps to reallocate work to the remaining Council where this is possible.
- 20.8 Following the date on which a Council receives notice of termination from the Developer, that Council shall not make any commitment which would have the effect of incurring further Developer Costs and shall use its best endeavours to mitigate costs and redeploy resources so as to minimise the amount of those costs.
- 20.9 The Developer will pay all Developer Costs in accordance with Schedule 6 which relate to a period before the date of termination and which have been incurred in accordance with the provisions of this Agreement and any costs which relate to a period after that date in the event that it has not been possible to avoid these in accordance with clause 20.6 or 20.8.
- 20.10 The provisions of clauses 20.5, 20.6 and 20.9 shall apply in the case of termination of this Agreement under clauses 20.1, 20.2 or 20.4 or termination of a Work Package under clause 20.3.

21. INTELLECTUAL PROPERTY

- 21.1 All Intellectual Property created by or generated by a Council (including any of their consultants, employees or advisors) in the course of or as a result of the performance of any Work Package (the "Developed IP") shall vest in and be the absolute property of the Councils jointly so that either Council may use the other's copyright material.
- 21.2 All Intellectual Property created by or generated by the Developer (including by any of its consultants, employees or advisors) in the course of or as a result of the performance of any Work Package shall vest in and be the absolute property of the Developer.
- 21.3 The Councils shall provide or shall procure the provision to the Developer of all Developed IP and any other Intellectual Property which the Developer requires in order to Use the

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Developed IP, except where such other Intellectual Property is confidential, on the basis of a royalty free, non-exclusive, freely transferable licence in perpetuity on the terms and conditions set out in the remainder of this clause 21 (the "Licence"). For the purposes of this clause 21 "Use" means use, adapt, copy and/or modify and the Developer holds the benefit of each Licence for itself and for each entity referred to in clause 21.4.

- 21.4 The Licence shall permit the Use of and access to the Intellectual Property by any company or corporation in which the Developer or any of its Affiliates has not less than a twenty per cent (20%) equity interest and any third party providing services to any such entity provided that each such third party shall only be permitted to Use and have access to such Intellectual Property for the purposes of performing such services for such entity.
- 21.5 The Licence shall not restrict any of the Developer's rights and remedies under this Agreement in respect of the Intellectual Property.
- 21.6 The Licence shall be granted by the Council or the Council shall procure the grant of the Licence to the Developer on the date of first use of such Intellectual Property in a Work Package.
- 21.7 The Developer shall provide or shall procure the provision to a Council of equivalent rights to those granted to the Developer under clauses 21.3, 21.4, 21.5 and 21.6 in respect of any Intellectual Property created under clause 21.2 of this Agreement
- 21.8 The Councils or the Developer shall, upon request, confirm to any prospective licensee of the Developer or the Councils the rights of the Developer or the Councils under this clause 21.

22. DISPUTE RESOLUTION

- 22.1 In the event of any dispute or difference arising between the Parties concerning any matter arising out of this Agreement the Parties shall work together to endeavour to resolve the dispute or difference by mutual agreement in accordance with the dispute resolution procedure established by the Project Board. In the event that the parties to the dispute are unable to resolve the dispute or difference within 20 working days of commencement of the dispute resolution process, any party to the dispute may refer the dispute or difference to an expert being an independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the president (or equivalent person) of the professional body chiefly relevant in England to such qualifications.
- 22.2 For the avoidance of doubt where there is a dispute as to the meaning or construction of this Agreement, the Parties may, after seeking to reach agreement under clause 22.1 as to the meaning or construction of this Agreement, refer the dispute to an independent expert for determination in accordance with this clause 22.
- 22.3 The Parties jointly intend to enter into discussions in good faith to settle any dispute as soon as reasonably practicable.
- 22.4 In the event that a dispute is referred to an expert pursuant to clause 21.1 all Parties shall continue working together in good faith until the dispute has been resolved.
- 22.5 Each Party shall bear its own costs in relation to any reference to an expert under clause 21.1. The costs of engaging the expert shall be borne by the unsuccessful party to the dispute or as the expert shall otherwise determine.

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- 22.6 Nothing in this clause shall prevent any Party to this Agreement from serving notice of termination under clause 20.

23. ASSIGNMENT AND TRANSFER PROVISIONS

- 23.1 Unless otherwise provided by any Act of Parliament or Regulation made thereunder, the rights and obligations of the Councils under this Agreement are personal to the Councils (and to their statutory successors) and shall not be assigned (whether absolutely or by way of security and whether in whole or in part), sub-contracted, delegated, transferred, mortgaged, charged, declared in trust for a third party, or otherwise disposed of in any manner whatsoever without the prior written consent of the Developer, such consent not to be unreasonably withheld or delayed, and any such purported dealing in contravention of this clause shall be ineffective.
- 23.2 The Developer may assign (whether absolutely or by way of security and whether in whole or in part), sub-contract, delegate, transfer, mortgage, charge or otherwise dispose in any manner whatsoever of its rights and obligations under this Agreement to any of its Affiliates. The Developer shall give the Councils not less than 20 working days notice of its intention to assign its obligations under this Agreement under this clause 23.2.
- 23.3 The Developer may assign, transfer or otherwise dispose of its rights and obligations under this Agreement to any other person not being an Affiliate subject to the prior written consent of the Councils, such consent not to be unreasonably withheld or delayed. The Developer shall allow the Councils not less than 20 working days to consider whether to consent to the proposed assignment, transfer or disposal of its obligations under this Agreement.
- 23.4 The Developer shall give the Councils written notice of any assignment, transfer or disposal of its rights and obligations under this clause 23 within ten working days of the same having taken place.
- 23.5 The Developer shall ensure that any assignment under clause 23.2 or 23.3 is effective to secure a full assignment of its obligations and responsibilities under this Agreement and shall remain liable in respect of its obligations until such time as those obligations have been effectively transferred.

24. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and (save for any reference to or proceedings in the European Court of Justice) shall be determined in the Courts of England and Wales.

25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Parties (and any successors in title, assigns or successor bodies) shall have any rights under or be able to enforce the provisions of this Agreement.

26. NOTICES AND NOTIFICATION

26.1 Any notice or notification under this Agreement shall be in writing and shall be served in accordance with the provisions of this clause.

Notice to Terminate the Agreement

26.2 Any notice to terminate this Agreement shall be in writing and shall be served by Recorded Signed For post on the following persons at the address set out below, or such other person as may be notified to the other Parties by the Party concerned:

Party	Person to whom notice should be sent
The Developer	Richard Mayson, Director, Planning and External Affairs, Nuclear New Build, EDF Energy, The Qube, 90 Whitfield Street, London, W1T 4EZ
Suffolk County Council	David White, Head of Legal, Suffolk County Council, Endeavour House, 8 Russell Road, Ipswich, IP1 2BX
Suffolk Coastal District Council	Stephen Baker, Chief Executive or his substitute or nominee identified in writing, Council Offices, Melton Hill, Woodbridge, Suffolk, IP12 1AU

26.3 Any notice terminating this Agreement served in accordance with clause 26.2 shall be deemed served on the second Working Day following the date on which it was posted.

Notice to Terminate a Work Package

26.4 Any notice under clause 20.3 terminating a Work Package shall be in writing and shall be served by Recorded Signed For post on the officer nominated to receive such notices by the

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Lead Council for that Work Package at the allocated address in the team directory provided by the Councils under clause 8.1.8 of this Agreement.

- 26.5 Any notice terminating a Work Package served in accordance with clause 26.4 shall be deemed served on the second Working Day following the date on which it was posted.

Notices under Clause 17.1.2 and Clause 23

- 26.6 Any notice by the Developer under clause 17.1.2 indicating that the Proposals will not be pursued or notice of assignment or transfer under clause 23 shall be served in accordance with sub-clauses 26.2 to 26.4 of this Agreement.

Other notifications

- 26.7 Any other notification served under this Agreement shall be in writing and shall be sent to the person nominated by the relevant party to receive notifications. The names and contact details of the persons nominated for the purpose of this clause 26.7 shall be included in the team directory provided by the parties under clause 7.1.8 and 8.1.9 of this Agreement.

27. REVIEW AND VARIATION

- 27.1 The Parties may at any time review the operation of this Agreement and may amend or vary the terms of the Agreement. Any such amendment or variation of this Agreement must be evidenced in writing, signed by an authorised representative of each party to the Agreement and copies of such document shall be placed with each Party's copy of this Agreement.
- 27.2 The Project Board may from time to time review the requirement for decisions to be reached with the unanimous agreement of the members of the Project Board.
- 27.3 In the event of a change in the law affecting the operation of this Agreement the Parties shall negotiate in good faith to amend the Agreement so as to preserve as far as possible the intentions of the Parties as evidenced by this Agreement.

28. SEVERABILITY

If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, or indications of this are received by any of the Parties from any relevant competent authority, the remaining provisions of this Agreement are to remain in full force and effect, subject to clause 27.3.

29. DEFINITIONS AND INTERPRETATION

- 29.1 "**Affiliate**" means the ultimate Holding Company of the Developer or a Subsidiary of the Developer or a Subsidiary of the ultimate Holding Company of the Developer. For the purposes of this definition the terms "Holding Company" and "Subsidiary" shall have the meanings assigned to them by sections 736, 736A and 736B of the Companies Act 1985 as substituted by section 144 of the Companies Act 1989.
- 29.2 "**Agreement**" means this Planning Performance Agreement.
- 29.3 "**Agreement Principles**" means those principles set out in clause 6.

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- 29.4 **"Ancillary Works"** means any works related to the DCO Works including but not limited to site investigation works and early site works on or off the Site.
- 29.5 **"Ancillary Works Application"** means an application for a planning or other consent in respect of any Ancillary Works.
- 29.6 **"Annual Monitoring Report"** means the report(s) prepared by the Councils as local planning authorities under section 35 of the Planning and Compulsory Purchase Act 2004.
- 29.7 **"Best Value Process"** means the requirement under section 3 of the Local Government Act 1999 for the Councils to make arrangements to secure continuous improvement in the way their functions are discharged having regard to economy, efficiency and effectiveness.
- 29.8 **"Charging Principles"** means those principles set out in clause 15 for funding arrangements in respect of discretionary activities carried out by the Councils.
- 29.9 **"CIPFA"** means the Chartered Institute of Public Finance and Accountancy.
- 29.10 **"Development Objectives"** means the objectives set out in clause 5.
- 29.11 **"Developer Costs"** means costs which are payable by the Developer in accordance with the terms of this Agreement.
- 29.12 **"DCO Works"** means the construction of up to two EPRs at the Site and any proposed associated development (associated development being defined in section 115 of the Planning Act 2008).
- 29.13 **"DCO Works Application"** means an application for a planning or other consent in respect of the DCO Works.
- 29.14 **"EPR"** means a nuclear power station that generates electricity using the type of reactor known as the European Pressurised Reactor and its associated buildings and plant.
- 29.15 **"EU Procurement Directives"** means Council Directive 89/665/EEC of 21 December 1989 on the coordination of the laws, regulations and administrative provisions relating to the application of review procedures to the award of public supply and public works contracts, Directive 2004/18/EC of the European Parliament and the Council of Europe of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public services contracts and Directive 2007/66/EC of the European Parliament and of the Council of 11 December 2007 amending Council Directives 89/665/EEC and 92/13/EEC with regard to improving the effectiveness of review procedures concerning the award of public contracts.
- 29.16 **"Infrastructure Planning Commission"** or **"IPC"** means the body corporate of that name established under section 1(1) of the Planning Act 2008 and any other such appointed government body with the function of receiving the DCO Works Application.
- 29.17 **"Intellectual Property"** means all documents and materials including drawings, reports, manuals, specifications, plans, tables, lists, schedules, calculations, computer programs and software (including source and object code and magnetic tapes), all data, flow charts, program listings, administrative and quality assurance files and internal correspondence, strategic plans, creative concepts and designs (whether in draft or in final format), all names, logos, devices and other marks and all Intellectual Property Rights therein whether in written, printed, electronic or any other format;

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- 29.17 **"Intellectual Property Rights"** means patents, trade marks, service marks, rights in designs, trade names, copyrights and trade secrets (whether or not any of these rights is registered) and includes all applications for any such right, matter or thing or registration thereof and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these rights which may subsist anywhere in the world.
- 29.18 **"Issues and Tasks Plan"** means the plan set out in agreed form in Schedule 1.
- 29.19 **"Key Dates"** means the key milestone dates for delivery of the Project in accordance with the Vision as set out in Schedule 3.
- 29.20 **"Lead Council"** means the Council appointed by the Project Board to lead and co-ordinate work under any one or more of the Work Packages identified on the Issues and Tasks Plan set out in Schedule 1 to this Agreement.
- 29.21 **"Local Area Agreement Targets"** means the local improvement and other targets set out in the local area agreement prepared by one or more of the Councils under Part 5 of the Local Government and Public Involvement in Health Act 2007.
- 29.22 **"National Performance Indicators"** means the National Indicators for Local Authorities and Local Authority Partnerships published by the Department for Communities and Local Government.
- 29.23 **"Parties"** means the Developer and the Councils and shall include their successors and assigns from time to time and "Party" shall be construed accordingly.
- 29.24 **"Project"** means the project envisaged by the Developer as described in clause 3 and Annex A.
- 29.25 **"Project Applications"** means Ancillary Works Applications and DCO Works Applications.
- 29.26 **"Proposals"** means the DCO Works and the Ancillary Works.
- 29.27 **"Project Programme"** means the programme for delivery of the Vision and Development Objectives established pursuant to clause 11.
- 29.28 **"Site"** means Sizewell, Leiston, Suffolk IP16 4UR.
- 29.29 **"Project Board"** means the body to be established in accordance with clause 9.
- 29.30 **"Task Team"** means one or more teams to be established in accordance with clause 12.
- 29.31 **"Vision"** is set out in clause 4.
- 29.32 **"Work Package"** means a defined body of work to be undertaken as more particularly described in clause 13.
- 29.33 In this Agreement:
- 29.33.1 words importing one gender shall be construed as importing any other gender;
- 29.33.2 words importing the singular shall be construed as importing the plural and vice versa;

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- 29.33.3 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;
- 29.33.4 any reference to a clause or a paragraph or a schedule is to a clause or a paragraph or a schedule in this Agreement so numbered;
- 29.33.5 in the absence of any contrary provision any reference to a statute, regulation, order or instrument includes any statutory modification or re-enactment thereof and any and every order instrument regulation direction or plan made or issued under the statute or deriving validity from it; and
- 29.33.6 any reference to "working days" means Monday to Friday excluding bank holidays in England.

This Agreement shall be executed in triplicate by NNB Generation Company Limited, Suffolk County Council and Suffolk Coastal District Council each of which shall be an original, but the triplicates shall together constitute one and the same agreement.

IN WITNESS of which this Planning Performance Agreement has been duly executed as a deed by the Developer and the Councils have caused their respective common seals to be affixed the day and year first above written.

ANNEX A

SITE AND PROJECT DESCRIPTION

The site nominated into the government's Strategic Siting Assessment is located adjacent and to the north of Sizewell B nuclear power station near Leiston in Suffolk. The site is in the civil parish of Leiston within the Suffolk Coastal District in the County of Suffolk. The grid reference of the approximate centre of the nominated site is 647300, 264100. To the south of the site are the major Ports of Felixstowe and Harwich, about Harwich Haven. To the north are the ports of Lowestoft and Great Yarmouth. Along the coast from the site are the small towns or villages of Aldeburgh (south) and Walberswick (north).

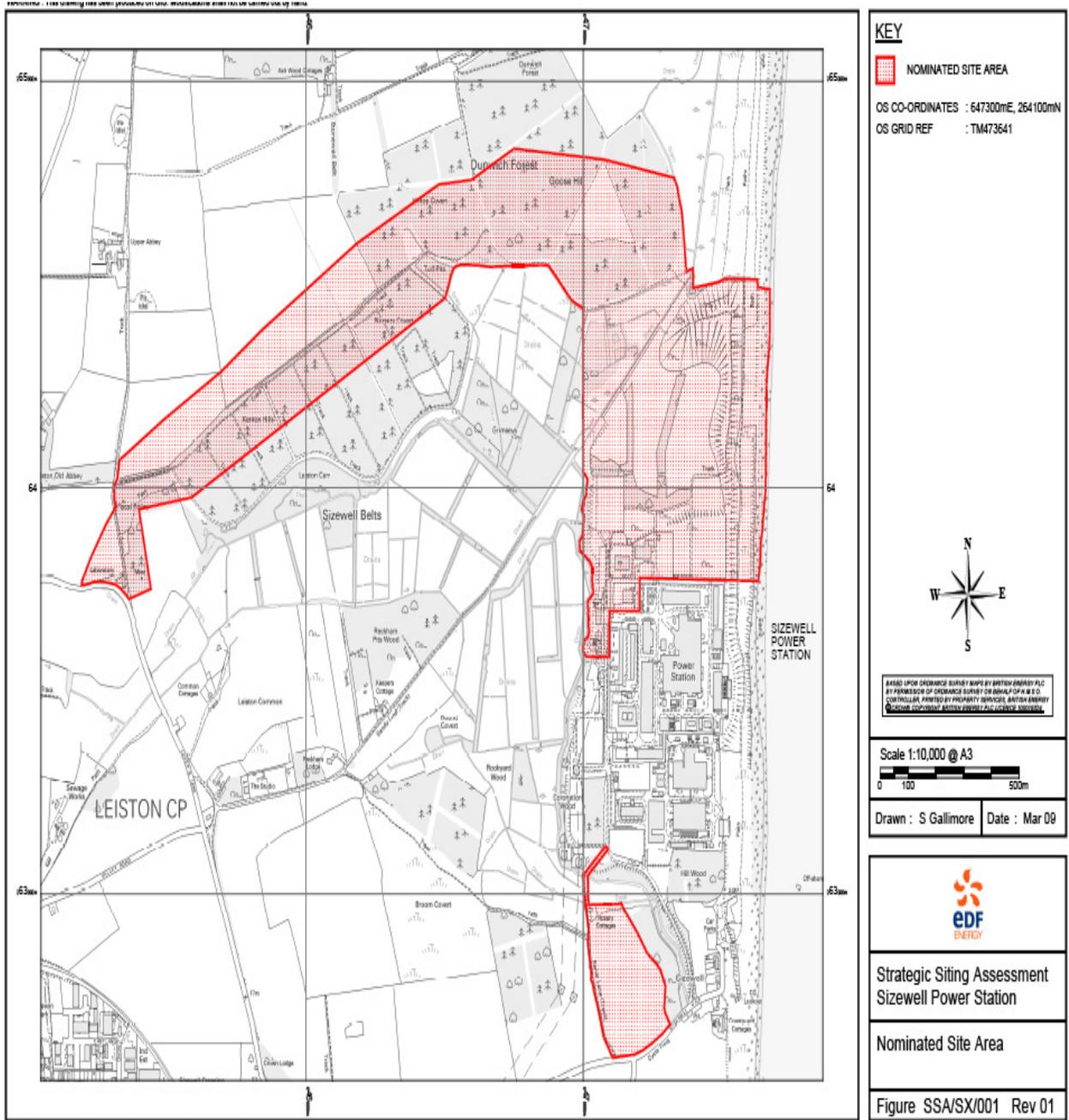
Sizewell B, a single Pressurised Water Reactor (PWR) nuclear power station commenced operation in 1995 and is expected to operate until at least 2035. Further south is Sizewell A, a twin-reactor Magnox power station that operated from 1966 to 2006 and is in the early stages of decommissioning.

The nominated site is on the Suffolk Heritage Coast within the Suffolk Coast and Heaths Area of Outstanding Natural Beauty (AONB) and includes a small part of the Sizewell Marshes site of Special Scientific Interest (SSSI). Immediately north of the site is the important Royal Society for the Protection of Birds Minsmere reserve, and adjacent to it, Dunwich Heath National Trust land. The proposed Outer Thames Estuary Special Protection Area is located immediately to the east of the site.

The nominated site includes land in the Goose and Kenton Hills to provide for an access road and other facilities which may be located outside the nuclear power station boundary. The Goose and Kenton Hills are former heathland although land-use is now principally commercial forestry. The nominated site also includes a secondary area to the south of Sizewell A and B power stations, between Sizewell Wents and the hamlet of Sizewell. This area has been identified because it may be needed to accommodate ancillary facilities to meet operational requirements.

The proposed project includes construction of two nuclear generating units of the European Pressurised Reactor design. Each unit would have a net electrical output of around 1630MW and a design operating life of 60 years. Further works beyond the nominated site boundary will be required to construct cooling water intake and outfall structures, and to establish temporary off-loading facilities for bulk delivery of construction materials by sea. It may also be necessary to construct coastal defences. It is not yet possible to define these features in any detail and their requirement, siting and design will be subject to detailed investigations. Appropriate measures to mitigate potential environmental impacts arising from the development will be considered in detail. This will include proposed mitigation measures in relation to any impacts in relation to designated SSSI and AONB landscape arising from the development. In addition assessments will be made of the need for, and the environmental impact of, off-site developments likely to be necessary to construct and operate the generating units. These include potential transport infrastructure measures, warehouses, Park and Ride facilities and accommodation for construction workers, and facilities for consolidating freight prior to delivery to the main site.

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SCHEDULE 1

ISSUES AND TASKS PLAN

ISSUE	ACTION	LEAD	TIMESCALE	RESOURCE
EDF Project Plan	Project Plan to be completed	EDF	October 2010	EDFE Internal
Project Management Support for SCDC/SCC to included logistics, financial management & EIR requests	Project Office to be established and staffed	SCDC/SCC	September 2010 – commence recruitment process	Project Manager and assistant(s)
Project Leadership Structure to be established	Establish Project Board and agree implementation of PPA terms/accounting principles/monitoring regime	SCDC/SCC/EDF	Autumn 2010	Internal
Resource required to facilitate, identify and assess viable sites for associated development	Create and resource Associated Development work package	SCDC	Ongoing	Internal
Resource required to evaluate and advise on the technical and design merits of the scheme from an environmental perspective to inform each consultation stage and the local impact assessment This may include	Create and resource Environmental Work Package	SCC	Ongoing	Internal plus consultants

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landscape, ecological, heritage and geo physical impacts				
Resource required to evaluate and advise on the technical and design merits of the scheme from a transport perspective	Create and resource a Transport work package	SCC	Ongoing	Internal and consultants
Resource required to evaluate and advise on the local benefits and impacts of the scheme from a socio-economic perspective – including actions relevant to maximising beneficial impacts and minimising/ mitigating adverse impacts	Create and resource a Socio-economic work package	SCDC	Ongoing	Internal and key stakeholders plus statutory bodies
Resource required to monitor and input into local community engagement, supporting local groups and ensuring the Statement of Community Consultation is fit for purpose	Create and resource Community Engagement work package	SCDC	Ongoing	Internal plus Planning Aid
Resource to evaluate and advise on planning conditions, legal obligations and other legal	Create and resource planning/legal work package	SCDC/SCC	Ongoing	Internal and external

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matters				
Resource required to evaluate and advise on drainage (including contamination), water quality, hydrology, flooding and coast protection issues	Create and resource Land & Water work package	SCDC	Ongoing	Consultants, SCDC Coastal Engineer & SCDC Head of Health

Project Office: Appoint staff; set up filing system/document management; update web site; collate documents. Arrange/co-ordinate regular briefing notes/reports to Project Board and members.

Project Board: Nominate members; establish programme; agree procedures.

Associated development: Identify potential sites; evaluate planning constraints; assess against current planning policies; identify legacy opportunities; consult local interested parties.

Environmental: Landscape; heritage; archaeology; ecology; options for compensatory habitat & landscape mitigation; design and layout issues; land use; lighting; noise and vibration; radiological impacts; waste storage and final disposal; marine ecology; air quality.

Transport: Network capacity/improvement; 4 villages by pass; alternative modes including cycle/train/sea; baseline data checking/ provision; park and ride provisions; lorry routing.

Socio-Economic: Economic impacts, health provision; housing; policing; skills and training; procurement; education; recreation provisions.

Community Engagement: Meet regularly with local stakeholders; advise on Statement of Community Consultation; consult hard to reach groups.

Planning/Legal Work: PPA; EIR; legal interpretation of regulations; s106 agreement draft; consenting conditions.

Land & Water: Coastal geomorphology; landing stage/use of beach; coastal geomorphology; flooding and hydrology; water quality; drainage; land contamination.

SCHEDULE 2

WORK PACKAGES TEMPLATE

Title		Cost

Status	In preparation	Submitted to SPB	Approved to start by SPB	Approved as complete by SPB
Date				

Key Details	
Version No.	
Date	

Responsible Task Team	
Lead Officer	
Author	

Expected cost incidence by month			
Month	Expected cost	Month	Expected cost
Authorised Expenditure Limit			

Links to Vision and Development Objectives	Yes/No

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Works Package Definition/Description			
Forecast Time Period		to	

Milestones	Date

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Outcomes	Date

Resourcing			
Resource	Role	Internal / External	Dates involved
Strategy for Procurement			

Links to National Performance Indicators and Local Area Agreement Targets	Yes/No

Arrangements for Termination of the Work Package – including resource redeployment

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Risks to Completion – including dependencies on other packages	
Risk	Mitigation

Capacity Building & Skills Development	Yes/No

Legal Check	Yes/No

Estimated Breakdown of External Consultants Cost				
Grade	Team Member	Rate in £	Number of Days	Estimated Cost
Managing Partner				
Other Partner or Director				
Senior Consultant, Key Staff or Professional				
Consultant Professional				
Graduate				
Expenses				

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Estimated Breakdown of Council Cost				
Grade	Team Member	Rate in £	Number of Days	Estimated Cost
Managing Partner				
Other Partner or Director				
Senior Consultant, Key Staff or Professional				
Consultant Professional				
Graduate				
Expenses				
TOTAL				

SCHEDULE 3

PROJECT PROGRAMME AND KEY DATES

Project Programme component	Target Date	Achieved Date

SCHEDULE 4

PROJECT BOARD

Overall Objective

1. In all actions, seek to achieve Vision and Development Objectives in accordance with the Agreement Principles set out in clause 6 and each Party's Commitments as set out in clauses 7 and 8.

Constitution

2. Each Party to have a maximum of two identified nominees with authority to enter commitments on behalf of their organisation and responsible for reporting back to / securing approvals from parent organisation in accord with its relevant procedures.
3. Each Party can substitute for its identified nominees via a written mandate provided that the substitute has no less authority than the nominee; other attendees including the manager of project office may attend as observers only.
4. Decisions of the Project Board shall be taken on the basis of one vote for each Party represented at the meeting. A nominee of each Party must be present at each meeting in order for the Project Board to be quorate.
5. Decisions to vary the Issues and Tasks Plan to be taken at meetings of all Parties. Decisions under this paragraph must be unanimous in order to be passed and recorded (including mandates).
6. Decisions on Work Packages shall be discussed at the Project Board. All Parties may comment on the terms of proposed Work Packages and may make suggestions about how a Work Package may most effectively be carried out but only the Developer and the Lead Council assigned to that Work Package may vote on any such matters. Decisions concerning a proposed Work Package shall be recorded.
7. Informal dispute resolution procedure to be established.
8. Meetings of the Project Board shall take place at least once every two months or at such other intervals as the Parties may desire (and for the avoidance of doubt it is affirmed that meetings may take place by means of video conferencing or by conference telephone calls).
9. Meetings shall be chaired by a member of the Board, as agreed by the Board. Initially it is envisaged that the Chair will rotate amongst the Parties on a quarterly basis.
10. Membership and Chair to be reviewed annually.
11. The Project Board may from time to time agree, vary or amend, standing orders and procedures to govern its operation; in particular the Project Board may review the requirement for decisions under paragraph 5 to be unanimous and may substitute such other requirements as may be agreed.

Responsibilities and functions

Work breakdown

12. Keep under review and modify the Issues and Tasks plan when appropriate.

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13. Establish Task Teams as appropriate, assign Task Team leader and corresponding Lead Council, and assign appropriate Work Package(s) to each team.
14. Review and approve proposed Work Packages to satisfy the Issues and Tasks Plan, including authorised expenditure limit.
15. Ensure appropriate resources are procured in a proper manner so as to secure the implementation of the approved Work Packages.

Financial procedures and reporting

16. Establish and approve financial procedures and information requirements to enable the Project Board to monitor expenditure under this Agreement.
17. Approve auditing and monitoring arrangements to ensure that all expenditure is in accordance with the Charging Principles in clause 15.
18. Consider exception reports on a regular basis, such reports to set out the reasons why expenditure under this Agreement is not in accord with the approved estimates.
19. Consider and approve, if appropriate, any requests under clause 15.2 for the authorised expenditure limit on a Work Package to be increased.

Project overview and control

20. Monitor and control delivery of approved Work Packages.
21. Review and approve any revisions to Work Packages.
22. Seek to resolve issues and disputes, refer to independent expert where unresolved in accord with the terms of this Agreement.
23. Maintain Project Programme including identified Key Dates.
24. Approve satisfactory completion of Work Packages.

Payment and invoicing

25. To review, amend or vary the payment and invoicing procedure set out in Schedule 6.
26. To consider and approve, if appropriate, any costs submitted by the Councils for approval by the Project Board under Schedule 6.

SCHEDULE 5

TASK TEAMS

Overall Objective

1. In all actions, Task Teams shall seek to achieve the Vision and Development Objectives set out in clauses 4 and 5 in accord with Agreement Principles set out in clause 6 and each Party's Commitments set out in clauses 7 and 8.

Constitution

2. Each Task Team shall comprise a Task Team Leader, representatives of the Lead Council, and other members as specified by Project Board.
3. Each Task Team shall continue in being for the period specified by the Project Board.

Responsibilities and functions

Work breakdown

4. Propose Work Packages to satisfy relevant part of the Issues and Tasks Plan to the Project Board.
5. For each Work Package, include proposed authorised expenditure limit and dependence on other work.

Project delivery

6. Implement approved Work Packages, reporting to Project Board via a highlight report on progress, resource expenditure, emergent issues and risks (to delivery, Key Dates or Vision and Development Objectives), and completion.
7. Refer to Project Board if anticipated resource expenditure on any Work Package is reasonably expected to exceed authorised expenditure limit.
8. Seek to resolve issues and disputes, refer to Project Board where unresolved.

SCHEDULE 6

INVOICING AND PAYMENT

1. On each Invoice Date, each Council may submit to the Developer an Invoice and the Developer shall, subject to paragraph 2, pay such Invoice within 30 days of the Invoice Date.
2. The Invoice submitted by a Council pursuant to paragraph 1 shall not exceed the expenditure limit for that Monthly Period that was approved by the Project Board pursuant to clause 13.1.6 or, where that expenditure limit had subsequently been increased, the increased expenditure limit approved by the Project Board pursuant to clause 15.2.
3. Each Council shall establish and maintain financial and other information systems to monitor, control and report on the costs actually incurred by that Council. Such information systems may include a requirement for the time spent on particular activities to be recorded and reported.
4. For the avoidance of doubt, the Developer shall not be liable for any VAT incurred in connection with activities carried out by the Councils pursuant to this Agreement and any invoices submitted under this Schedule 6 shall be net of VAT unless otherwise agreed in writing by the Parties. Notwithstanding this, should any service provided under this Agreement for which payment has been made or is payable by the Developer to either Council under clause 16 and this Schedule be deemed by HM Revenue and Customs to constitute a taxable supply, the Councils may recover from the Developer the value of the VAT deemed to be payable.
5. In this Schedule, the following words and phrases shall have the following meanings:

Invoice	means an invoice in respect of the actual costs incurred by a Council during a Monthly Period in connection with an approved Work Package, together with an explanation of any differences between the actual costs incurred by a Council and the relevant authorised expenditure limit;
Invoice Date	means the first working day of each calendar month; and
Monthly Period	means the calendar month to which an invoice submitted on the Invoice Date relates, which shall be the month immediately preceding that Invoice Date.

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PLANNING PERFORMANCE AGREEMENT - SIZEWELL NUCLEAR NEW BUILD

EXECUTED as a Deed by)
NNB GENERATION COMPANY)
LIMITED)

Authorised Signatory

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

Authorised Signatory

THE COMMON SEAL of)
SUFFOLK COASTAL DISTRICT)
COUNCIL was hereunto)
affixed in the presence of:)

Authorised Officer

Authorised Officer