

**The Sizewell C Project**  
**Delivery Steering Group ('DSG')**  
**Terms of Reference**

This Group is established in accordance with paragraph 3 of Schedule 17 to the Deed of Obligation between (1) East Suffolk Council ('ESC') (2) Suffolk County Council ('SCC') and (3) Sizewell C Limited ('SZC Co') dated 08 October 2021 as varied by the first and second deeds of variation dated 13 April 2022 and 6 May 2022 respectively (the 'Deed of Obligation' or 'DoO').

This Terms of Reference includes the scope, obligations and agreed governance as set out within the DoO. Any revisions to the Terms of Reference have been agreed in accordance with the Terms of Reference themselves. Except where expressly stated otherwise, words and expressions used in this Terms of Reference will have the same meaning as defined in the Deed of Obligation.

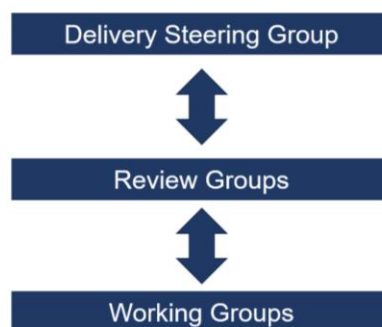
**1) Establishment**

On or before Commencement, SZC Co shall establish the DSG which shall exist until the first anniversary of the end of the Construction Period.

**2) Purpose**

The DSG will provide an overarching controlling role in the Project, sitting above the Review Groups and Working Groups.

A summary of the relationship between the DSG and the other relevant groups is set out below.



**3) Scope of Work**

The DSG shall:

- consider all implementation, progress and reports submitted to it by the Review Groups or Working Groups;
- having regard to these reports, monitor and assess the actions taken and decisions made by the Review Groups and/or Working Groups;
- provide assistance, guidance and advice on the action(s) that should be taken by the Review Groups and/or Working Groups;
- decide any areas of disagreement within the Review Groups or where a Review Group has failed to reach a decision;
- identify key risks, issues, interdependencies and opportunities for optimising the effectiveness and efficiency of the implementation and delivery of the Project; and
- facilitate communication on matters of strategic importance within the Review Groups and/or Working Groups.

The following groups must report to DSG as follows:

- ESC and SCC will be responsible for collating and reporting from Oversight Partnership meetings into the DSG and other Review Groups.
- A copy of the review carried out by SZC Co of any material anticipated or actual delay to the completion of the Key Environmental Mitigation pursuant to paragraph 1.4 of Schedule 9 to

the DoO shall be provided by SZC Co to the Planning Group and the Delivery Steering Group within 10 Working Days of completion of such review.

- The Suffolk Community Foundation shall report to the DSG on a six-monthly basis on the expenditure of previous contributions from the Sizewell C Community Fund and the effectiveness of such contributions.
- **The Economic Review Group** shall report to and refer any matter (including any matter considered by the Economic Review Group pursuant to paragraph 2.12.4(1) of Schedule 17 of the Deed of Obligation) upon which the members are unable to agree unanimously to the DSG, particularly where there are interface issues across topics that require a more strategic approach or direction.
- **The Environment Review Group:**
  - 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.
  - report to and refer any matter which it cannot agree in accordance with 15.4.4 of Schedule 17 (it's decision making process) to the Delivery Steering Group, particularly where there are interface issues across topics that require a more strategic approach or direction or where the Environment Review Group fails to reach a decision.
  - notify the members of the Delivery Steering Group in order to invoke the urgency process in paragraph 3.8 of Schedule 17 in the event that any of the Quorate Members of the Environment Review Group considers that a matter needs to be referred to the Delivery Steering Group for urgent resolution.
- **The Transport Review Group:**
  - where necessary, report to and refer matters to the DSG, particularly where there are interface issues across topics that require a more strategic approach or where the Transport Review Group fails to reach a unanimous decision.
  - notify the members of the Delivery Steering Group in order to invoke the urgency process in paragraph 3.8 of Schedule 17 in the event that any of the Quorate Members of the Transport Review Group considers that a matter needs to be referred to the Delivery Steering Group for urgent resolution.
- **The Planning Group:**
  - Shall report and make recommendations to the Delivery Steering Group, other Review Groups and the Working Groups.
  - Shall refer strategic matters considered by the Planning Group to the Delivery Steering Group, particularly where there are interface issues across topics that require a more strategic approach or direction or where the Planning Group fails to reach a unanimous decision.
  - 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
  - In the event that any of the Quorate Members of the Planning Group consider that a matter needs to be referred to the Delivery Steering Group for urgent resolution it shall notify the members of the Delivery Steering Group accordingly to invoke the urgency process in paragraph 3.8 Schedule 17.
- **The Social Review Group**
  - shall report to and refer any matter (including any matter considered by the Social Review Group pursuant to paragraph 6.2.6(B) of Schedule 17 of the Deed of Obligation) upon which the members are unable to agree unanimously to the DSG, particularly where there are interface issues across topics that require a more strategic approach or direction.
  - In the event that any of the Quorate Members of the Social Review Group considers that a matter needs to be referred to the Delivery Steering Group for urgent resolution it shall notify the members of the Delivery Steering Group accordingly to invoke the urgency process in paragraph 3.8 Schedule 17.

## Resolving Urgent Matters

In the event that any of the Quorate Members of any of the Review Groups refers an urgent matter to the DSG for resolution the DSG shall:

- meet as soon as reasonably practicable after the members of the DSG are notified and in any event within 10 Working Days for the sole purpose of resolving the relevant matter; and
- be entitled to vary any of the requirements set out in Schedule 17 at paragraph 3 of the Deed of Obligation by agreement of the members of the DSG to facilitate such meeting occurring as soon as reasonably practicable and the early resolution of the relevant matter.

### **Resolving Fast-Track Decision Disputes**

In the event of any Fast-Track Decision Dispute the Delivery Steering Group shall:

- meet as soon as reasonably practicable after the Delivery Steering Group are notified and in any event within 10 Working Days for the sole purpose of resolving the Fast-Track Decision Dispute;
- be entitled to vary any of the requirements of this paragraph 3 of Schedule 17 by agreement of the members of the Delivery Steering Group to facilitate such meeting occurring as soon as reasonably practicable and the early resolution of the Fast-Track Decision Dispute;
- be entitled, by unanimous vote, to approve or reverse a Relevant Decision or an Accommodation Decision (as applicable) in accordance with paragraph 9.2 of Schedule 17 (Council Direct Escalation) having regard to all representations and evidence before them when making their decision, which is to be in writing, and is to give reasons for their decision; and
- reach their decision and communicate it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 21 Working Days from the date the Delivery Steering Group are notified of the Fast-Track Decision Dispute.

For the avoidance of doubt any urgent meeting of the DSG relating to an urgent matter or Fast-Track Decision Dispute shall not count as the quarterly meeting of the DSG required to be held.

### **Resolving Council Direct Escalation**

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

- SCC or ESC (as applicable) may within 10 Working Days escalate the matter directly to the DSG;
- the DSG shall seek resolution to the issue pursuant to paragraph 3.9 of Schedule 17 to the satisfaction of all parties;
- if the DSG cannot reach a unanimous decision to resolve the Fast-Track Decision Dispute and communicate it to the parties within not more than 21 Working Days from the date that the DSG are notified of the Fast-Track Decision Dispute SCC or ESC (as applicable) may treat the matter as a Dispute and refer it to dispute resolution pursuant to clause 8; and
- the DSG and the dispute resolution process pursuant to clause 8 may reverse the Relevant Decision in the event that it is considered that the decision prejudices SCC's or ESC's ability to mitigate the impacts of the Project with respect to the relevant Council's respective statutory function.

Notwithstanding any action taken by SCC or ESC pursuant to paragraph 9.2 of Schedule 17 (Council Escalation), any decision made pursuant to the provisions in the DoO shall stand until such time as it is reversed by the DSG or dispute resolution pursuant to clause 8.

In the event that any Relevant Decision is reversed by the DSG or dispute resolution pursuant to clause 8, SZC Co, ESC and SCC shall act in good faith to take such action as is necessary to implement the reversed decision, including repayment of funds distributed in accordance with the original decision, the payment of any funds determined as payable following the reversed decision and/or the carrying out of any scheme, measure, programme and/or action.

Any decision by the DSG or dispute resolution pursuant to clause 8 which is taken pursuant to escalation under paragraph 9.2 of Schedule 17 (Council Direct Escalation) may only be in respect of the relevant Fast-Track Decision Dispute in question and not affect any other Relevant Decision that may have already have been reached but which is not the subject to a FastTrack Decision Dispute.

#### **4) Membership**

The DSG membership shall comprise:

- a service director (or equivalent) from East Suffolk Council;
- a service director (or equivalent) from Suffolk County Council; and
- 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.

Membership of the DSG does not fetter the members planning and other statutory duties.

The East Suffolk Council and Suffolk County Council representatives shall be an officer from each authority with knowledge of the Project.

#### **5) Meetings and Quorum**

The DSG shall:

- meet quarterly (or less or more frequently where agreed by the DSG) either virtually or in a convenient location in East Suffolk or Ipswich to be identified by SZC Co from time to time.
- meet no later than three months after the Commencement Date.
- be chaired by SZC Co's construction director

The DSG meetings shall be quorate if at least three members (at least one of which is a member representing East Suffolk Council, one of which is a member representing Suffolk County Council and one of which is a member representing SZC Co) are present, unless otherwise agreed by the members of the DSG.

DSG meetings will 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 DSG members in order to observe and participate in discussions or present information to the DSG.

Observers may attend a meeting of the DSG at the invitation of the DSG.

#### **6) Decision Making**

Any decision must be made unanimously by the Quorate Members.

#### **7) Escalation**

In the event that the DSG is unable to agree on any matters for its determination, SZC Co and the Councils agree that such a failure to agree may be treated as a Dispute to be resolved in accordance with clause 8 of the Deed of Obligation.

#### **8) Reporting**

The DSG has no reporting obligations.

#### **9) Governance and Administration**

The DSG may make such further administrative arrangements and terms of reference, or amendments to this Terms of Reference as it considers appropriate for the proper and efficient functioning of the DSG from time to time.

DSG shall review and approve the terms or reference or any changes to the terms of reference of each of the Review Groups.

SZC Co shall be responsible for the administration of convening and holding meetings of the DSG.