

To:
All members of the
Environment and Sustainability
Committee

Please reply to:
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Date: 4 March 2022

Supplementary Agenda

Environment and Sustainability Committee - Tuesday, 8 March 2022

Dear Councillor

I enclose the following items which were marked 'to follow' on the agenda for the Environment and Sustainability Committee meeting to be held on Tuesday, 8 March 2022.

Please note that the attached report in respect of the River Thames Scheme supersedes the original report contained in the agenda pack as one of the draft Service Level Agreements is now available for your consideration.

- | | | |
|-----------|--|---------------|
| 4. | Questions from members of the public | 3 - 6 |
| | The Chair, or his nominee, to answer any questions raised by members of the public in accordance with Standing Order 40. | |
| 9. | River Thames Scheme - Service Level Agreements (SLAs) | 7 - 42 |
| | To consider the proposed Service Level Agreements (SLAs) in principle for the River Thames Scheme. | |

Yours sincerely

Chris Curtis
Corporate Governance

To the members of the Environment and Sustainability Committee

Councillors:

Spelthorne Borough Council, Council Offices, Knowle Green

Staines-upon-Thames TW18 1XB

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M. Gibson
K.M. Grant
N. Islam
T. Lagden

V.J. Leighton
S.C. Mooney
R.J. Noble
J.R. Sexton
V. Siva

Substitute Members: Councillors: S.M. Doran, R.D. Dunn, H. Harvey, R.A. Smith-Ainsley, B.B. Spoor and J. Vinson

ENVIRONMENT AND SUSTAINABILITY COMMITTEE - 8 MARCH 2022

Agenda Item 4 – Questions from Members of the Public

Question 1 – Kath Sanders

Please could you let residents know when they can expect an update regarding the Local Green Space consultation which took place at the end of last year.

If the work has been completed, please could you also say whether there is a proposed increase or decrease in Local Green Space (in total area) versus the area covered by land previously designated as Protected Urban Open Space and what the total area is proposed to be which is designated as LGS.

Question 2 – Nigel Rowe, OBE

The Environment & Sustainability Committee response to the draft Surrey 2050 Place Ambition includes a paragraph on 'Community Engagement' with the very welcome specific reference to "the need to work effectively with local communities both in bringing this Place Ambition forward and in its delivery". Arising from this: a) Can we please be assured that Spelthorne Borough Council intends to consult with residents on key issues before decisions are taken rather than as a post-decision presentation of a fait accompli? b) Is it the Committee's intention to consult with residents on other major elements of the Staines Development Framework and related Infrastructure Development Framework before rather than after decisions have been taken?

Question 3 – Nigel Rowe, OBE

Reference Agenda item 15 (Staines Development Framework Task Group): Residents in Staines had been greatly encouraged to learn of the intention to introduce zoning arrangements to limit the height of new developments in sensitive areas (eg the riverfront, Conservation Area, and immediately adjacent to existing residential areas). We note with some alarm that you will discuss on 8 March the possibility of allowing exceptions to this for schemes "that deliver significant benefits". The Riverside Car Park is mentioned in this context. Can you please **a)** explain how you define "significant benefits", **b)** indicate what other sites may be similarly affected, and **c)** indicate whether you plan to consult with residents before deciding which sites will be affected?

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Environment and Sustainability Committee



Date of meeting 8 March 2022

Title	River Thames Scheme update
Purpose of the report	To agree in principle Service Level Agreements (SLAs)
Report Author	Sandy Muirhead Group Head Commissioning and Transformation
Ward(s) Affected	All Wards
Exempt	No
Exemption Reason	N/A
Corporate Priority	Environment
Recommendations	<p>Committee is asked to:</p> <p>To agree to the River Thames Scheme Service Level Agreement in principle and for the signing of the finalised Service Level Agreements to be delegated to the Chair of the Environment and Sustainability Committee and Group Head Commissioning and Transformation.</p>
Reason for Recommendation	The SLA agreements are nearly complete but both need to be signed off as soon as possible so work can progress on the DCO process to meet planned timetables.

1. Key issues

- 1.1 The planned River Thames Scheme (RTS) will reduce flood risk to communities in Surrey and Southwest London. More than 11,000 homes and 1,600 businesses from Staines to Molesey will benefit from reduced flood risk by the development of the scheme across the area, and road, rail, power, and water networks will be more resilient.

In addition to reducing flood risk, the scheme will:

- contribute to a vibrant local economy by providing greater resilience to flooding of homes, businesses, and key infrastructure.
- enhance the social and environmental value of the river
- create new green spaces and recreation such as fishing, boating, and cycling
- The scheme will involve the construction of a new river channel. This will be built in 2 sections at Spelthorne and Runnymede. The scheme will also include capacity improvements to Sunbury, Molesey and Teddington weirs.

- 1.2 A key factor for the River Thames Scheme progressing onto its development was approval by HM Treasury of the outline business case in spring 2021. The project is finalising technical design work and is working towards obtaining the final approvals needed for construction, which on the current planned timetable is likely to commence in 2025/26.
- 1.3 In December 2020, the Secretary of State approved a request for the River Thames Scheme to be designated a Nationally Significant Infrastructure Project (NSIP). This means that the project team will apply for permission to build through a Development Consent Order (DCO) rather than individual planning applications.
- 1.4 Spelthorne Borough Council along with Elmbridge, Runnymede and Surrey CC have invested in the development of the scheme to protect our residents from flooding. Spelthorne contributed £196,000 to the scheme's development over 4 years from 2016 to 2020 (£49k/year). The scheme does not now require any further revenue contributions from ourselves. We have committed in the Capital Programme 2021 – 2025, which was approved by Council in March 2021, to investing £1.3M in the construction of the scheme.
- 1.5 Surrey County Council (SCC) is investing £270M in increasing flood resilience across the county. This includes a financial contribution of £237 million to the River Thames Scheme. This contribution along with flood scheme grants from Central Government, the Environment Agency, the Thames Regional Flood and Coastal Committee and others, has enabled the scheme to receive HM Treasury approval to proceed to final design and planning stages.
- 1.6 The River Thames Scheme is being delivered by the Environment Agency and Surrey County Council in partnership with: -
- Elmbridge Borough Council (EBC)
 - Runnymede Borough Council (RBC)
 - Spelthorne Borough Council (SBC)
 - Royal Borough of Kingston upon Thames
 - London Borough of Richmond upon Thames
 - Thames Valley Berkshire Local Enterprise Partnership
 - Enterprise M3 Local Enterprise Partnership
 - Department for Environment Food and Rural Affairs (Defra)
 - Thames Water
 - Thames Regional Flood and Coastal Committee (RFCC)
- 1.7 As the planning aspects involve 4 key authorities (SBC, SCC, EBC, RBC) it has been agreed that the scheme will pay for independent consultants to support the planning authorities in assessing the information being submitted by the applicants for the DCO.
- 1.8 The planning aspect is very important to be involved in and as mentioned in the September 2021 report this requires service level agreements (SLAs) to be drawn up to ensure the planning authorities can cover all aspects of the planning process via the DCO and act independently.

- 1.9 Therefore, the purpose of this report is to seek agreement to those SLA's and for final sign off to be designated to chair of Environment and Sustainability Committee and the Group Head Commissioning and Transformation so we can meet the DCO timetables going forward. The SLAs are almost complete but given the next Environment and Sustainability Committee meeting is potentially nearly 3 months away it is important we progress the SLA's to minimise delays to the scheme as a whole.
- 1.10 There are two SLA's being produced: -
- a) An SLA relating to the proposed River Thames Flood Alleviation scheme which is between SCC/EBC/SBC/RBC and the "applicant" (EA/SCC). (Appendix1) This covers the funding mechanisms for the independent consultant to assist the local authority planning teams in assessing the information provided for the DCO. This also involves internal delineations to ensure the planning advice is totally independent from the applicant and identifies RBC as the co-ordinating authority for handling funds/issues with the "applicant".
 - b) An inter authority SLA between RBC and SCC/EBC/SBC. This is to allow RBC to act as co-ordinating authority on behalf of EBC, SCC and ourselves for the management of the independent consultant assessing the DCO information in detail on behalf of our collective planning services, individual authority staff costs and DCO responses.
- 1.11 SBC's involvement in the scheme is important to ensure we maximise benefits from the scheme not only in terms of mitigating flood risk to SBC's communities but also to ensure we maximise other leisure and biodiversity opportunities as part of the scheme.

2. Options analysis and proposal

- 2.1 **Preferred option** The River Thames scheme will provide more protection for residents against major flooding from the Thames. Therefore, it is important Spelthorne continues its commitment to the scheme to maximise benefits to Spelthorne. Signing the SLAs gives security and funding for SBC planners to be fully involved in the DCO process and enables it to submit detailed responses to the planning submissions for the DCO and ensure the scheme is fit for purpose. Therefore, the Committee are asked to delegate the signing of the SLAs to the Environment and Sustainability Committee Chair and Group Head Commissioning and Transformation
- 2.2 Not to be involved (by not signing the SLAs) would limit our influence on ensuring the scheme is developed to meet our residents needs including reduced flooding and provision of biodiversity and leisure opportunities. It is a very Important project to prevent flooding, with the potential for increased risks of flooding with climate change. Also, not to be involved would not be compatible with our priorities in serving the community to ensure the best outcomes on the scheme including biodiversity, recreational opportunities and adaption/mitigation of climate change.

3. Financial implications

- 3.1 In the early stages of development over 4 years (2016-2020) Spelthorne committed £196k of revenue to the scheme and has committed in its capital

Programme £1.3M towards the scheme's construction (expected if consents and final Treasury approvals are agreed) around 2025/26.

3.2 There is officer time involved in regular meetings and though much of the assessment of the planning implications will be undertaken by consultants working with the planning authorities there will be a time input required by SBC staff and this is being refined as part of the inter-authority SLA including covering these costs.

3.3 The costs of independent consultants to assist the planning authorities in assessing the scheme in planning terms will be covered by the applicant as per the SLA between the applicant and local authorities.

4. Other considerations

4.1 There will be public consultations on the scheme, and it is expected these will begin in late 22/23.

5. Equality and Diversity

5.1 The scheme itself will not amplify any equality and diversity issues but there will need to be assessments for any associated activities with the schemes e.g., layout of paths or cycleways along the channels.

6. Sustainability/Climate Change Implications

6.1 The scheme itself will assist in mitigating the impact of flooding in the Borough which may be exacerbated by climate change. The scheme will be built as sustainably as possible and increase biodiversity opportunities through the creation of wetlands and potentially small woodland and grassland habitats will be incorporated into the scheme.

7. Timetable for implementation

7.1 Commencement of construction if approvals are received should be 2025/26 with an expected 4-year build period so completion by 2029.

Background papers: There are none.

(1) ENVIRONMENT AGENCY

(2) SURREY COUNTY COUNCIL

AND

(3) RUNNYMEDE BOROUGH COUNCIL

(4) SPELTHORNE BOROUGH COUNCIL

(5) ELMBRIDGE BOROUGH COUNCIL

(6) SURREY COUNTY COUNCIL

SERVICE LEVEL AGREEMENT
relating to the proposed River Thames
Flood Alleviation Scheme

1.	INTERPRETATION	3
2.	GENERAL PRINCIPLES	7
3.	RTS PLANNERS GROUP	8
4.	APPOINTMENT OF THE STC	10
5.	WORK REQUESTS AND ESTIMATES	10
6.	COSTS - PRINCIPLES	12
7.	EXTERNAL LEGAL COSTS	14
8.	DISPUTE RESOLUTION	14
9.	TERMINATION	16
10.	CONFIDENTIALITY	16
11.	ACCESS TO INFORMATION LEGISLATION	18
12.	INTELLECTUAL PROPERTY	18
13.	ASSIGNMENT & SUB-CONTRACTING	19
14.	FORCE MAJEURE	20
15.	THIRD PARTIES	20
16.	CONFLICT	20
17.	VARIATIONS	20
18.	WAIVER	20
19.	SEVERABILITY	21
20.	COUNTERPARTS	21
21.	GOVERNING LAW & JURISDICTION	21
	SCHEDULE 1: THE RIVER THAMES SCHEME	23
	SCHEDULE 2: RTSPG INITIAL MEMBERSHIP	25
	SCHEDULE 3: PROJECT DELIVERABLES	26
	SCHEDULE 4: RESOURCING PROGRAMME AND SCHEDULE	30

THIS AGREEMENT is made on

2022

BETWEEN:-

- (1) **ENVIRONMENT AGENCY** of Horizon House, Deanery Road, Bristol BS1 5AH ("**the Agency**"); and
- (2) **SURREY COUNTY COUNCIL**, of Woodhatch Place, 11 Cockshot Hill, Woodhatch, Reigate RH2 8EF in its role as project promoter ("**SCC**"),

(together "**the Applicant**")

AND

- (3) **RUNNYMEDE BOROUGH COUNCIL** of Runnymede Civic Centre, Station Road, Addlestone, Surrey KT15 2AH ("**Runnymede**");
- (4) **SPELTHORNE BOROUGH COUNCIL** of Council Offices, Knowle Green, Staines-upon-Thames TW18 1XB ("**Spelthorne**");
- (5) **ELMBRIDGE BOROUGH COUNCIL** of Civic Centre, High Street, Esher, Surrey KT10 9SD; and
- (6) **SURREY COUNTY COUNCIL** of Woodhatch Place, 11 Cockshot Hill, Woodhatch, Reigate RH2 8EF in its role as Minerals and Waste Authority ("**the County Council**"),

(each "**an LPA**" and together "**the LPAs**")

WHEREAS:

- A. The Applicant is intending to make an application under the Planning Act 2008 to the Secretary of State, seeking a Development Consent Order ('DCO') for the River Thames Scheme ('the RTS'). The current proposals for the RTS are described in Schedule 1 to this SLA but are to be developed further by the Applicant, including through engagement and consultation with the LPAs.
- B. The LPAs will perform a statutory role in the consultation and examination of the DCO application under the Planning Act 2008 and have on-going statutory roles and duties in respect of matters which will be included in that application which will help inform its content.
- C. In this context, the Parties have agreed to work closely with each other in the development of the RTS; through engagement and consultation and the development of the DCO application for the RTS and as such the Parties recognise that a project management framework is therefore required which also enables sufficient resourcing to be put in place, as set out in this SLA.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this SLA:

"Access to Information Exemption"

means any applicable exemption or exception contained within the Access to Information Legislation;

"Access to Information Legislation"	means the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (or any modification or replacement of them);
"Affected Land"	means land in which any LPA has a property interest that is affected by the RTS;
"Agreed LPA Staff Costs"	means the agreed hourly rates for the different levels of LPA Staff expected to be involved in the RTS set out in Schedule 5 plus indexation (as determined by the LPAs from time to time acting reasonably and notified in writing to the Applicant) (or as otherwise agreed by the Parties);
"Application"	means the application for a DCO to be submitted by the Applicant;
"Applicant's Consultants"	means any consultant or legal advisors appointed by the Applicant in respect of the RTS;
"Business Day"	means any day other than a Saturday, Sunday or public holiday in England;
"CEDR"	means the Centre for Effective Dispute Resolution of the International Dispute Resolution Centre, 70 Fleet Street, London EC4Y 1EU;
"the Coordinating Authority"	means Runnymede, unless circumstances mean that Runnymede are unable to temporarily perform its obligations under this SLA, in which case the LPAs can agree a temporary substitute to fulfil those obligations;
"Confidential Information"	has the meaning set out in clause 10;
"DCO"	means a Development Consent Order made pursuant to the Planning Act 2008;
"Design and Environmental Documents"	means all assessment, calculations, designs, design information, specifications, plans, drawings, graphs, sketches, models, design details, photographs, brochures, reports, notes of meetings, CAD materials and other materials, including all eye readable or computer or other machine readable data (and any software required for utilising such computer or other machine readable data) and works, designs, calculations and inventions incorporated within such material prepared by the Parties, the Applicant's Consultants or the STC in respect of the RTS;
"Estimate"	means an approximate estimation (not a calculation) by the STC of the costs to respond to a Work Request (based on the STC Hourly Rates) or pursuant to clause 5.5 prepared by the Coordinating Authority in conjunction with the STC, based on the principles set out in clause 6;
"Examination"	means an Examination of a DCO application for the RTS carried out by a planning inspector, or panel of inspectors pursuant to the Planning Act 2008;
"Exempted Information"	means any information or category of information, document, report, contract or other material containing information

relevant to this SLA that has been designated by the mutual agreement of the Parties in accordance with clause 11.4 as potentially falling within an Access to Information Exemption;

"Force Majeure Event"

means an event beyond the reasonable control of a Party that renders the performance of the SLA impossible whether temporarily or otherwise which for the avoidance of doubt may include prohibitive government regulation, flood, lightning or other extreme weather conditions, fire, explosion, malicious damage, industrial actions or lockouts, terrorism, war, civil commotion, military operations, riot, national emergency, the act or omission of any third party not being its agent or sub-contractor, any change in the law or in the interpretation of the law by the courts;

"Intellectual Property Rights"

means, in relation to Design and Environmental Documents and any other documents that are shared between the Parties and between the STC or the Applicant's Consultants and any of the Parties in respect of the RTS, and without limitation, all intellectual property rights including patents, business service and trade marks and names, designs, registered designs and design rights whether or not registered or capable of registration and the right to apply for and any applications for any of the foregoing, copyrights, database rights, domain names, together with the rights in inventions, methods, processes, drawings, documents, methodologies, utility models semi-conductor chip topography, software, databases, know-how, trade or business secrets and other industrial property, and in each case whether protectable or not and, if protectable, whether an application has been made for protection or not, and all similar industrial, commercial, monopoly or other similar right or asset capable of protection whether present or future, vested or contingent, and wherever protected;

"Mediator"

means an independent third party appointed to resolve disputes pursuant to clause 8.9.

"Non-Programmed Work Request"

means requests for assistance from the LPAs or the STC made by the Applicant outside of the Resourcing Schedule and Programme that do not relate to legal issues or issues relating to Affected Land;

"Non-Technical Work Request"

means a Work Request that will not require the LPAs to utilise the STC; and

"Performance Standards"

means the standards for the RTSPG set out in clause 3.3

"Personal Data"

has the same meaning as in the Data Protection Act 2018 and the UK GDPR (as that latter term is defined in the Data Protection Act 2018);

"Project Deliverables"

means the schedule of high level deliverables that the Applicant will be preparing for the Application and as part of the Examination and anticipated inputs by the LPAs and the STC set out at Schedule 3 (and as otherwise updated following reviews undertaken pursuant to clause 3.3.12) and the information and data that will underpin those deliverables;

"Programmed Work Request"		means requests for assistance from the LPAs or the STC made by the Applicant within the Resourcing Schedule and Programme that do not relate to legal issues or issues relating to Affected Land;
"Resourcing Schedule and Programme"		means the resourcing schedule and programme expected of the LPAs set out at Schedule 4 (and as otherwise updated following reviews undertaken pursuant to clause 3.3.12) which sets out likely meeting dates, consultation dates, milestones and tasks that will be required of the LPAs and the STC to inform the development of the Project Deliverables by the Applicant and the information and data that will underpin them;
"RTS"		means the River Thames Scheme that will form the subject of a DCO application by the Applicant as described in Schedule 1 but to be developed further by the Applicant, including through engagement and consultation with the LPAs;
"RTSPG"		means the RTS Planners Group to be set up by the Applicant and the LPAs pursuant to clause 3;
"RTS Manager"	Project	means Tamara Stone or such other person as the Applicant may notify to the LPAs in writing;
"SLA"		means this Service Level Agreement;
"Staff"		means employees, contractors, consultants, students and agents of a Party who are engaged or provided by the Party for the carrying out of its obligations in connection with this SLA, and each of them;
"STC"		means the single technical consultant to provide specialist technical advice to the LPAs in respect of the RTS; and
"STC Rates"	Hourly	means the hourly rates for each grade of staff anticipated to undertake work pursuant to this SLA;
"Technical Request"	Work	means a Work Request which will require the LPAs to utilise the STC; and
"Work Request"		means a request for assistance from the LPAs or the STC by the Applicant that is either a Programmed Work Request or a Non-Programmed Work Request which shall include details as to when a response to that Work Request is required.

- 1.2 The headings in this SLA are for convenience only and shall not be taken into consideration in the interpretation or construction of this SLA.
- 1.3 Words importing the singular shall include the plural and vice versa, words importing any gender include every other gender and words importing persons include firms, companies and corporations and vice versa.
- 1.4 Any reference in this SLA to a 'Party' or the 'Parties' is a reference to the parties who are signatories to this SLA and their successors in title or statutory successors and commitments made in this SLA shall be binding on those successors.
- 1.5 Unless the context otherwise requires, references:

(a) to numbered clauses and Schedules are references to the relevant clause in, or Schedule to, this SLA; and

(b) to a numbered paragraph in a Schedule are references to the relevant paragraph in that Schedule.

1.6 Where examples are given (including when the word "including" is followed by a list of items) such examples shall not limit any general description preceding or succeeding such examples.

1.7 Words importing one gender include both other genders.

1.8 All undefined words and expressions are to be given their normal English meaning.

1.9 Any reference in this SLA to a Party includes its employees, contractors (but not the STC), servants or agents.

1.10 Any reference in this SLA to any enactment includes a reference to it as amended (whether before or after the date of this SLA) and to any other enactments which may, after the date of this SLA, directly or indirectly replace it, with or without amendment.

1.11 Any reference to "in writing" shall include emails and any reference to "meetings" shall include virtual meetings.

2. GENERAL PRINCIPLES

2.1 The Parties agree that the objective of this SLA is to enable the LPAs to target their resources appropriately, identify the Project Deliverables, comply with the Resourcing Schedule and Programme, identify any additional resources or specialist expertise that might be needed and set a framework for how the Applicant will both financially and through agreed ways of working, support the LPAs in delivering their role in the DCO process as local planning authorities and statutory consultees.

2.2 The Parties agree to carry out their respective roles and obligations set out in this SLA in accordance with the following principles:

Principle 1 To all work together in good faith, and to respect each other's interests and confidentiality.

Principle 2 To commit and provide promptly information to support and manage the delivery of the Project Deliverables by the Applicant, in accordance with the Performance Standards (see Clause 3.3).

Principle 3 To be transparent and consistent at all times so that outcomes are anticipated, defined and understood.

Principle 4 To meet the Resourcing Schedule and Programme unless otherwise agreed.

Principle 5 To identify and involve specialist consultees and advisors including authority officers/managers where appropriate

2.3 It is agreed by the Parties that this SLA does not fetter the discretion of the LPAs in the performance of their statutory duties and in particular in respect of the contents of:

2.3.1 any formal consultation responses to any pre-application consultation undertaken by the Applicant for the RTS that are to be submitted by the LPAs pursuant to their statutory duties and obligations or in respect of Affected Land; and

- 2.3.2 any written representations or oral submissions that are to be submitted or made by the LPAs during the Examination pursuant to their statutory duties and obligations or in respect of Affected Land, and

for the avoidance of doubt the Applicant agrees that where an LPA is obliged by its statutory duties and obligations to act or omit from acting in a particular way that does not align with its obligations under this SLA then the LPA shall where it acts in accordance with such statutory duties and obligations not be in breach of this SLA.

- 2.4 Each Party recognises that within their organisation there shall be different parts of that organisation that will have different roles in respect of this SLA and in respect of the RTS as a whole and each Party shall therefore put in place sufficient procedures to ensure that there is appropriate separation of information and responsibility to enable that organisation's statutory duties and its obligations under this SLA to not be fettered.
- 2.5 The Applicant and County Council (each a 'Possible STC Party') shall ensure that if the STC appointed pursuant to clause 4 is an organisation which has members of staff which also work for the other Possibly STC Party, that that STC shall put in place sufficient procedures to ensure that there is appropriate separation of information and responsibility between those individuals responsible for advising the Applicant and those individuals responsible for advising the LPAs as part of the functions of the STC under this SLA.
- 2.6 The Coordinating Authority will act on behalf of the LPAs and assist the Applicant with the development and delivery of the Project Deliverables in accordance with the Resourcing Schedule and Programme.
- 2.7 The Parties acknowledge that the Project Deliverables and the Resourcing Schedule and Programme set out at Schedule 3 and Schedule 4 as at the date of this SLA are high level indicative documents that will be subject to further review in accordance with clause 3.3.12. For the avoidance of doubt any change to the Project Deliverables and the Resourcing Schedule and Programme requires the unanimous agreement of those Parties who are affected by the proposed change.
- 2.8 The Applicant agrees that it shall pay the internal legal costs of the LPAs in negotiating this SLA within 30 Business Days of receipt of an invoice for those costs.

3. RTS PLANNERS GROUP

- 3.1 There shall be created a RTS Planners Group to facilitate discussion between the Applicant and the LPAs in respect of the RTS. The RTSPG is not a decision making body with regard to the RTS and this SLA.
- 3.2 The membership of the RTSPG shall work on the following basis:
- 3.2.1 the membership shall at all times be made up of at least one individual from each LPA and the STC;
- 3.2.2 the initial membership in respect of the LPAs, and additional local planning authorities that it has been agreed by the Parties shall be members of the RTSPG, shall be made up of the individuals identified in Schedule 2;
- 3.2.3 each LPA shall have discretion to replace their members on the RTSPG as it sees fit but any replacement members must, where practicable be as competent and experienced as the member they replace; and
- 3.2.4 additional individuals from the LPAs, the STC and other statutory stakeholders (including other local planning authorities) with an interest in the RTS will be able to attend RTSPG meetings as appropriate and in order to discuss specific items on the agenda at that meeting of the RTSPG;

- 3.3 Liaison within the RTSPG and in relation to meetings shall be carried out as follows (unless otherwise agreed by the Parties or where not reasonably practicable):
- 3.3.1 communications between the members of the RTPSG, the STC and the Applicant, be it via email or hard copy correspondence, shall be acknowledged within 5 Business Days with a suitable response where possible;
 - 3.3.2 telephone messages shall be returned within 2 Business Days of receipt;
 - 3.3.3 relevant information (including information required to facilitate the discussions referred to in clause 3.3.12) will be circulated to the members of the RTSPG, the STC, the Applicant and the Applicant's Consultants no later than 3 Business Days prior to any meeting;
 - 3.3.4 each meeting shall be organised by the Coordinating Authority;
 - 3.3.5 the Coordinating Authority shall make a request for agenda items from the members of the RTSPG, the STC, the Applicant and the Applicant's Consultants no later than 6 Business Days prior to any meeting, with responses to be given by no later than 4 working days prior to any meeting;
 - 3.3.6 the Coordinating Authority will circulate meeting agendas, unless otherwise agreed, no later than 3 Business Days prior to any meeting;
 - 3.3.7 unless otherwise agreed, actions arising from meetings and the timescales associated with them shall be agreed by the majority of members of the RTSPG representing a Party to which each action relates and the Applicant no later than 2 Business Days after the meeting, having been initially discussed at the meeting;
 - 3.3.8 unless otherwise agreed, the Coordinating Authority will circulate meeting minutes no later than 5 Business Days after the meeting;
 - 3.3.9 each member of the RTSPG representing a Party and the Applicant is responsible for engaging with the executive staff or elected members at their authority in relation to any input into discussions at, and actions arising from, meetings of the RTSPG;
 - 3.3.10 all meetings will be attended by all members of the RTSPG and the Applicant (and the Coordinating Authority and the Applicant should procure that the STC and Applicant's Consultants respectively shall attend) for whom the agenda items for that meetings are relevant;
 - 3.3.11 if the named individual member of the RTSPG cannot attend a meeting, they shall nominate a substitute to attend; and
 - 3.3.12 the following matters shall be standing items on the agenda of meetings of the RTSPG:
 - (a) a review of the Project Deliverables and the Resourcing Schedule and Programme including the approval of any updates to it pursuant to clause 2.7.; and
 - (b) a discussion of forthcoming Work Requests that the Applicant is anticipating will be issued in the following 4 weeks from the date of the RTSPG meeting in question, to enable the LPAs, the Coordinating Authority and the STC to take an initial view as to whether the Work Request will be a Technical Work Request or a Non-Technical Work Request.

- 3.4 Meetings shall take place in accordance with the Resourcing Schedule and Programme unless otherwise agreed by the Parties.
- 3.5 Additional meetings of the RTSPG can take place outside of the Resourcing Schedule and Programme where any Party requests such a meeting with a minimum of 5 working days' notice (unless otherwise agreed), and where such a request is made, the Parties shall use reasonable endeavours to ensure that they can attend such a meeting.
- 3.6 Nothing in this clause 3 prevents the Parties from holding meetings in respect of the RTS other than the RTSPG including, but not limited to, meetings with other statutory stakeholders and between individual LPAs and the Applicant.

4. APPOINTMENT OF THE STC

- 4.1 The County Council shall, on behalf of the LPAs, procure a STC, to provide the LPAs with technical support in relation to the RTS and shall carry out the procurement and contractual arrangements with the STC in a manner which is to be agreed between the LPAs.
- 4.2 The Applicant shall pay to the County Council the external legal costs associated with a procurement under clause 4.1.
- 4.3 The STC shall be appointed to provide support to each of the LPAs and shall therefore be allowed to provide different advice to different LPAs if this is required and requested by those LPAs.
- 4.4 The procurement of the STC shall be undertaken in consultation with the Applicant and the Applicant shall approve the identity and terms of appointment of the STC, and any external advisors (including in respect of their latter, their fee arrangements) in writing prior to its appointment (such approval not be unreasonably withheld or delayed).
- 4.5 Unless otherwise agreed by the Applicant in writing each LPA shall not appoint any other consultants in relation to the RTS except for external legal advisors (such appointment to be dealt with pursuant to clause 7 below) and in relation to any Affected Land.
- 4.6 Unless otherwise agreed by the Applicant in writing, the STC shall be appointed no later than 1 September 2022.
- 4.7 No later than 3 months from the date of the appointment, the County Council shall supply the Applicant with the STC Hourly Rates.
- 4.8 Any changes to the STC must be approved in writing by the Applicant (such approval not be unreasonably withheld or delayed).
- 4.9 In exercising its rights under this Clause 4 in respect of the appointment of the STC (or any other consultant approved under Clause 4.5), the Applicant agrees that it shall not act or omit to act in such a way that would place the Coordinating Authority or any other LPA in breach of the public procurement regulations in force from time to time.

5. WORK REQUESTS AND ESTIMATES

- 5.1 The LPAs will and will procure that the STC will support the delivery of the Project Deliverables in accordance with the Resourcing Schedule and Programme or through the Applicant issuing either a Programmed Work Request or a Non-Programmed Work Request.
- 5.2 Work Requests shall follow the process set out below:

- 5.2.1 the Applicant or the Applicant's Consultants shall issue by email a Work Request to the Coordinating Authority and the STC;
- 5.2.2 a Works Request that is Programmed Work Request should be made at least 10 (ten) Business Days (or such other period as may be agreed between the Applicant and the Party subject to the request) prior to the date to which the request relates in the Resourcing Schedule and Programme;
- 5.2.3 no later than 5 (five) Business Days of a Programmed Work Request being made, the Coordinating Authority shall:
- (a) on behalf of the LPAs that are the subject of the Work Request, and further to the discussions undertaken under clause 3.3.12, confirm to the Applicant and the Applicant's Consultants if, it is considered that the Work Request is a Technical Request or a Non-Technical Request; and
 - (b) if it is a Technical Request, procure that the STC shall confirm to the Applicant and the Applicant's Consultants within that same time period either:
 - (i) that it is not considered at that time that the work undertaken to meet the Programmed Work Request by the STC will cost more than £20,0000 (inclusive of VAT), based on the principles set out in clause 6; or
 - (ii) that it is considered at that time that such work would cost more than £20,000 (inclusive of VAT); accompanied by an Estimate to answer the Programmed Work Request, based on the principles set out in clause 6;
- 5.2.4 no later than 10 (ten) Business Days of a Non-Programmed Work Request being made (or such longer period as may be agreed between the Applicant and the Party subject to the request), the Coordinating Authority shall:
- (a) on behalf of the LPAs that are the subject of the Work Request, and further to the discussions undertaken under clause 3.3.12 confirm to the Applicant and the Applicant's Consultants if, it is considered that the Work Request is a Technical Request or a Non-Technical Request; and
 - (b) if it is a Technical Request, procure that the STC shall confirm to the Applicant and the Applicant's Consultants within that same time period either:
 - (i) that it is not considered at that time that the work undertaken to meet the Non-Programmed Work Request by the STC will cost more than £20,0000 (inclusive of VAT), based on the principles set out in clause 6; or
 - (ii) that it is considered at that time that such work would cost more than £20,000 (inclusive of VAT); accompanied by an Estimate to answer the Non- Programmed Work Request, based on the principles set out in clause 6;
- 5.2.5 no later than 2 (two) Business Days after a confirmation is received under clauses 5.2.3(a), 5.2.3(b)(i), 5.2.4(a) or 5.2.4(b)(i), the Applicant shall be able to, as the case may be:
- (a) confirm that the approach in those confirmations is agreed;

- (b) confirm that it considers that the Work Request should be a Technical Request;
 - (c) require an Estimate to be produced; or
 - (d) invoke clause 7;
- 5.2.6 no later than 2 (two) Business Days of an Estimate being given under clause 5.2.3(b)(ii) or 5.2.4(b)(ii), the Applicant shall confirm whether it is approved or if it is not approved, invoke clause 7;
- 5.2.7 once the Estimate is approved, the Coordinating Authority shall coordinate the preparation of a suitable response by the STC on behalf of all of the LPAs affected by the Work Request by the date set out in the Estimate; and
- 5.2.8 if it is not possible for the response to deal with matters from all of the LPAs (or the STC on all of the LPAs behalf) affected by the Works Request, this should be made clear in the response provided and the response should include a statement setting out how the missing responses are to be resolved.
- 5.3 If, in the course of responding to a Work Request, it becomes clear to any of the LPAs or the Coordinating Authority that:
 - 5.3.1 what was considered to be a non-Technical Request should actually be considered to be a Technical Request; or
 - 5.3.2 the STC's costs exceed an Estimate approved under clause 5.2.6 or exceed £20,000 where an Estimate has not previously been provided,

that LPA or Coordinating Authority must notify the Applicant and the process set out in clauses 5.2.3- 5.2.8 must be repeated, with such notification to be considered as having the same status as a Programmed Work Request.
- 5.4 It is the responsibility of each LPA to ensure that they provide sufficient information to the STC and the Coordinating Authority to inform the Coordinating Authority's response to a Work Request within the timeframe set out in the Estimate approved by the Applicant.
- 5.5 If any of the LPAs determine that work to inform the Project Deliverables or the RTS more generally is required that isn't provided for in the Resourcing Schedule and Programme and hasn't yet formed the basis of a Work Request, it may through the Coordinating Authority issue a request (which shall also include an explanation of why it is considered the work is required) to the Applicant and the Applicant's Consultants, that the process set out at clauses 5.2.3- 5.2.8 be undertaken in respect of that work, with such a request to be considered as having the same status as a Programmed Work Request.
- 5.6 All notices (including Work Requests) served to or from the Coordinating Authority under this clause 5 shall be copied to the County Council for information purposes only.
- 6. **COSTS - PRINCIPLES**
- 6.1 Subject to clause 6.3, the Applicant agrees that it shall pay, within 30 days of receipt of an invoice, the following:
 - 6.1.1 the reasonable and properly incurred costs of the STC in answering a Technical Request within the month covered by the invoice up to:
 - (a) £20,000 for any one Work Request where the STC has made a confirmation under clauses 5.2.3(b)(i) or 5.2.4(b)(i) and that

confirmation has not been disagreed with by the Applicant under clause 5.2.5; and

- (b) the monies incurred as part of undertaking work within an Estimate approved pursuant to clause 5.2.6 or resolved through the dispute resolution process in clause 7 (up to the maximum amount agreed under that Estimate), including any costs incurred where the work that is the subject of the Work Request is aborted by the Applicant;
- 6.1.2 the reasonable and properly incurred costs of the STC in attending RTSPG meetings, based on the STC Hourly Rates;
- 6.1.3 the reasonable and properly incurred staffing and administrative costs of the Coordinating Authority, to include preparing for and attending meetings of the RTSPG and facilitating the response to a Work Request;
- 6.1.4 the reasonable and properly incurred staffing and administrative costs of the LPAs in:
 - (a) answering a Non-Technical Work Request (where this has not been disagreed with by the Applicant under clause 5.2.5); and
 - (b) providing information to the STC or the Coordinating Authority in order to provide a response to a Technical Work Request (including any costs incurred in relation to the provision of an Estimate); and
 - (c) reviewing the STC's response to a Technical Work Request, before it is issued to the Applicant and the Applicant's Consultants,all based on the Agreed LPA Staff Costs;
- 6.1.5 the reasonable and properly incurred the staffing and administrative costs of the LPAs in preparing for and attending meetings of the RTSPG based on the Agreed LPA Staff Costs but not in respect of undertaking the processes set out in clause 7; and
- 6.1.6 the reasonable and properly incurred staffing and administrative costs of the LPAs and the STC in preparing for and attending other meetings pursuant to clause 3.6 which are attended by the Applicant PROVIDED THAT the Applicant has agreed in advance that the costs incurred by the LPAs for that meeting will be paid for pursuant to this SLA and which for the LPAs' staffing and administrative costs shall be based on the Agreed LPA Staff Costs and the STC costs based on the STC Hourly Rates.
- 6.2 The Applicant shall not pay the staffing or administrative costs of the LPAs in respect of the preparation of the LPA's formal responses to any consultation carried out on the RTS or any written or oral submissions made during any Examination of the RTS PROVIDED THAT the Applicant shall pay the reasonable and properly incurred costs of the STC in providing technical input to those responses where such input has been undertaken pursuant to the Work Request process set out in clause 5.2.
- 6.3 The costs to be payable pursuant to clause 6.1.2 shall be agreed between the Coordinating Authority and the Applicant before they are incurred.
- 6.4 The LPAs shall be able to invoice on a monthly basis and any invoice must include a breakdown of:
 - 6.4.1 the hours (presented in the context of the STC Hourly Rates) in that month undertaken by STC staff in being involved with the RTS (including answering any Work Request and its obligations under this SLA);

- 6.4.2 the hours (presented in the context of the Agreed LPA Staff Costs) in that month undertaken by the staff of the LPAs in that month (including answering any Work Request and its obligations under this SLA);
 - 6.4.3 if relevant, a breakdown of the proportion of the costs associated with meeting each Work Request that has been considered in that month but is not the subject of an approved Estimate;
 - 6.4.4 if relevant, a breakdown of the proportion of an approved Estimate under clause 5.2.6 or pursuant to clause 7, that have been included within that month's invoice; and
 - 6.4.5 any additional information or supporting evidence that may be reasonably requested by the Applicant in writing.
- 6.5 The Parties agree that the principles set out in this clause 6 shall apply from the date of this SLA until any decision on the DCO application for the RTS is made by the Secretary of State, to apply to all costs incurred in accordance with this clause 6 prior to that decision being made even if claimed after the decision by the Secretary of State has been made.

7. **EXTERNAL LEGAL COSTS**

- 7.1 Prior to the appointment of any external legal advisor in respect of the RTS, or the issuing of instructions to them by the LPAs or the Coordinating Authority that those parties wish to be paid for by the Applicant, the LPAs or the Coordinating Authority shall notify to the Applicant in writing:
- 7.1.1 the nature (but not the content) of the advice sought and the issue to which it will relate;
 - 7.1.2 the external legal advisor that is sought to be utilised; and
 - 7.1.3 the estimated costs of the external legal advisor in giving that advice.
- 7.2 Upon receipt of a notice under clause 7.1, the Applicant must, within 5 Business Days confirm whether it agrees with all aspects of that notice, or whether it wishes to hold a meeting with the party who has served the notice under clause 7.1 to seek to agree the scope, identity and costs of the legal advice.
- 7.3 If a meeting under clause 7.2 does not reach an agreed solution, then the parties to that meeting may invoke clause 8.

8. **DISPUTE RESOLUTION**

- 8.1 If:
- 8.1.1 the Parties cannot agree an Estimate;
 - 8.1.2 there is a dispute as to an invoice issued pursuant to clause 6;
 - 8.1.3 there is a dispute in relation to the provisions of this SLA; or
 - 8.1.4 there is a dispute in relation to any aspect of the RTS not related to issues in relation to any Affected Land

(together a "**Dispute**");

the Dispute must be dealt with in accordance with the process set out in this clause 8.

- 8.2 As soon as practicable each Party must refer a Dispute to the RTS Project Manager and the Head of Planning (or equivalent) for the LPAs that are involved in the Dispute (as applicable).
- 8.3 The RTS Project Manager and the relevant Head(s) of Planning (or equivalent) shall meet within 5 (five) working days of a referral pursuant to clause 8.2 and acting in good faith try to resolve the Dispute.
- 8.4 If the Dispute cannot be resolved pursuant to clause 8.3, the Dispute must be referred to the relevant senior managers of those individuals for each of the Agency, SCC and the LPAs that are involved in the Dispute.
- 8.5 The relevant senior managers shall meet within 10 (ten) working days of a referral pursuant to clause 8.4 and acting in good faith try to resolve the Dispute.
- 8.6 If the Dispute cannot be resolved pursuant to clause 8.5, the Dispute must be referred to the chief executives of each of the Agency, SCC and the LPAs that are involved in the Dispute.
- 8.7 The relevant chief executives shall meet within 10 (ten) working days of a referral pursuant to clause 8.6 and acting in good faith try to resolve the Dispute.
- 8.8 If the Dispute cannot be resolved pursuant to clause 8.7, the Parties that are involved in the Dispute shall acting in good faith consider referring the matter to mediation in accordance with clause 8.9 and if this cannot be agreed the Applicant may terminate the SLA in accordance with clause 9.
- 8.9 In the event that the Parties decide that mediation is appropriate pursuant to clause 8.8, the Parties involved in the Dispute will use the following procedure:
- 8.9.1 the Mediator shall be chosen by agreement between the Parties, provided that any Party may within 14 (fourteen) calendar days from the date of the proposal to appoint a mediator, or within 14 (fourteen) calendar days of notice to any Party that the chosen mediator is unable or unwilling to act, apply to CEDR to appoint a mediator;
 - 8.9.2 unless agreed otherwise the costs of the Mediator shall be shared equally between the Parties involved in the Dispute;
 - 8.9.3 the Parties to the dispute shall within 14 (fourteen) calendar days of the appointment of the Mediator agree a timetable for the mediation. If appropriate, the relevant Parties may at any stage seek guidance from CEDR on a suitable procedure;
 - 8.9.4 unless otherwise agreed, all negotiations and proceedings in the mediation connected with the dispute shall be conducted in strict confidence and shall be without prejudice to the rights of the Parties in any future proceedings;
 - 8.9.5 where the Parties agree that mediation is appropriate, the dispute resolution procedure in this Clause 8 shall be binding on the Parties but the Parties shall not be bound by the outcome of the mediation unless and until the Parties agree to be so bound and set out the agreed resolution in a written agreement;
 - 8.9.6 failing agreement, any Party to the dispute may invite the Mediator to provide a non-binding but informative opinion in writing. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the dispute without the prior written consent of the relevant Parties. The Party requesting the opinion shall bear the costs incurred in obtaining that opinion unless the Parties agree otherwise; and

- 8.9.7 for a period of 60 (sixty) calendar days from the date of the appointment of the Mediator, or such other period as the Parties to the dispute may agree, none of those Parties may commence any proceedings in relation to the matters referred to the Mediator save that those Parties shall be free to apply to the courts for interlocutory relief at any time.

9. TERMINATION

9.1 This SLA shall terminate:

- 9.1.1 on the Applicant notifying the LPAs that it shall not be proceeding with the RTS;
- 9.1.2 on the date of the decision by the Secretary of State in respect of the application for the DCO for the RTS;
- 9.1.3 by mutual consent on such terms as the Parties may agree;
- 9.1.4 by the Applicant notifying the LPAs that it has not been possible to resolve a Dispute pursuant to clause 8.8; or
- 9.1.5 on any Party notifying the other Parties of a Force Majeure Event in accordance with clause 14.4.

9.2 Any individual LPA may choose to no longer be bound by the terms of this SLA on service of 1 (one) month's notice to the other Parties but this shall not, unless otherwise agreed by the Parties, terminate the SLA.

9.3 Where a notice is served by a LPA pursuant to clause 9.2 the Applicant is not required to pay any costs under clause 6 that are incurred by the LPA after the date of the expiry of the notice.

9.4 The Applicant shall pay all costs due under clause 6 incurred until the date of termination pursuant to clause 9.1, even if invoices are served after the date of termination.

9.5 Clause 9.4 is without prejudice to the Applicant's liability to pay any costs relating to the period prior to termination and that those payment provisions survive until payment is made.

10. CONFIDENTIALITY

10.1 Subject to clause 11.1, Confidential Information shall include all data and information whether or not owned or held by a Party that:

- 10.1.1 is identified by a Party, the STC or the Applicant's Consultants as being confidential;
- 10.1.2 ought reasonably to be regarded as confidential (however it is conveyed or on whatever media it is stored).

10.2 Confidential Information includes, but is not limited to:

- 10.2.1 information relating to the contracting and commercial or business activities, personnel, customers and suppliers of a Party;
- 10.2.2 methods of information, techniques, know-how acquisition, software design, financial information and statistical methods;

- 10.2.3 any of the Design and Environmental Documents or Project Deliverables which are identified by a Party, the STC or the Applicant's Consultants as being confidential;
 - 10.2.4 all Intellectual Property Rights, know-how, and information relating to the ownership, protection and exploitation of any Intellectual Property Rights; and
 - 10.2.5 all Personal Data.
- 10.3 Information shall not be or shall cease to be Confidential Information where or at the point when it is:
 - 10.3.1 generally available to the public other than as a result of disclosure by a Party in breach of this SLA;
 - 10.3.2 already known to the receiving Party free of obligations of confidentiality (as evidenced by written records) at the time of its disclosure;
 - 10.3.3 provided to the receiving Party by a third party having a right to disclose the information free of any restriction as to the use or disclosure, whether under this SLA or otherwise;
 - 10.3.4 independently developed by the receiving Party (as evidenced by written records) other than pursuant to this SLA;
 - 10.3.5 it is required to be disclosed by a Party pursuant to the Access of Information Legislation (subject to the provisions of clause 11) or any other law; or
 - 10.3.6 subject to an express written waiver by the disclosing Party and the disclosing Party has the necessary authority to give such a waiver.
- 10.4 Each Party shall not:
 - 10.4.1 use or disclose the Confidential Information except for the purposes of this SLA;
 - 10.4.2 use or disclose the Confidential Information so as to procure any commercial advantage over the disclosing Party;
 - 10.4.3 disclose the Confidential Information within an LPA to Staff outside of the members of the RTPSG or within the Applicant's organisation or Staff except to the extent necessary to perform that Party's obligations in connection with this SLA and provided that any Staff to whom Confidential Information is disclosed are subject to substantially the same obligations of confidentiality as are contained in this SLA; and
 - 10.4.4 otherwise use or disclose to any third party any Confidential Information, including, but not limited to, as part of RTS consultation material or responses, as part of the Application, or as part of Examination submissions, unless such use or disclosure is permitted by the disclosing Party.
- 10.5 The receiving Party shall inform the disclosing Party immediately if it comes to its notice that any Confidential Information has been or potentially may be improperly disclosed or misused.
- 10.6 The Applicant and Coordinating Authority shall ensure that the Applicant's Consultants and the STC, respectively, shall comply with the provisions of this clause 10, such that the obligations upon the Parties in this clause are also imposed on the Applicant's Consultants and the STC in dealing with any Confidential Information that is shared with them. Where such obligations are imposed an LPA or the Applicant may disclose

Confidential Information to (as appropriate) the STC and/or the Applicant's Consultants in connection with the RTS and the discharge of the Party's obligations under this SLA.

10.7 Without affecting any other rights or remedies that the disclosing Party may have, the receiving Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of its obligations of confidentiality in connection with this SLA and the disclosing Party shall be entitled to seek the remedies of injunction, specific performance and/or other equitable relief for any actual or threatened breach of this SLA whether by the receiving Party or its Staff.

10.8 The obligations of confidentiality shall survive for 6 (six) years from the end of any Examination for the RTS, or termination of the SLA under clause 9, except where the Confidential Information is Intellectual Property Rights in which case the obligations shall survive indefinitely.

11. ACCESS TO INFORMATION LEGISLATION

11.1 The Parties acknowledge that they are each subject to legal duties, which may require the release of information under the Access to Information Legislation, and may be under an obligation to provide information on request and that such information may include matters relating to, arising out of or under, this SLA in any way.

11.2 The Parties further recognise that each request for information must be considered individually.

11.3 Notwithstanding anything in this SLA to the contrary including, but without limitation to the general obligation of confidentiality imposed on the Parties pursuant to clause 10, in the event that a Party receives a request for information under a provision of the Access to Information Legislation (a "**Request**"), that Party will be entitled to disclose all information and documentation (in whatever form) as necessary to respond to that Request in accordance with the relevant requirements of the Access to Information Legislation applicable to that request or to withhold such information and/or documentation where that Party considers it to be Exempted Information.

11.4 Where the information requested under clause 11.3 is information that has been given to the Party dealing with a Request by another Party to this SLA, or which relates to such other Party, the Party dealing with the Request will:

11.4.1 inform the other Party of the details of the Request relevant to that other Party within 48 (forty eight) hours of receipt of the Request; and

11.4.2 should the other Party wish to make any representations to the Party dealing with the Request, including whether that other Party considers the information requested to be Exempted Information and should therefore be subject to an Access to Information Exemption, any such representations shall be made within 5 (five) Business Days of the sharing of the Request under clause 11.4.1, and the Party dealing with the Request shall, acting reasonably, take those representations into consideration SAVE THAT all Parties acknowledge that the final decision on the release of information will be taken by the Party dealing with the Request

11.5 Where any information is determined by the Party in receipt of the Request to be Exempted Information and is subject to an Access to Information Exemption, the Party dealing with the Request shall ensure that the Exempted Information remains withheld unless otherwise directed to disclose by any regulatory body or court of competent jurisdiction.

12. INTELLECTUAL PROPERTY

12.1 No Party shall itself or by a third party use or reproduce or otherwise deal with the logos distinctive marks or trade marks of another Party or cause or permit the same without the consent in writing of the Party to whom the logos, distinctive marks or trade marks belong.

12.2 Insofar and to the extent that:

12.2.1 the Intellectual Property is vested in any Party, the STC or the Applicant's Consultants; or

12.2.2 any Party have rights to the same from time to time and are entitled to sub-licence to the other Party on the terms of this clause 12.2 (and the Coordinating Authority and the Applicant shall be obliged to ensure that this is possible from the STC and the Applicant's Consultants respectively, and in all other respects the Parties, shall use reasonable endeavours that the other Parties are entitled to grant such a sub-licence);

the Parties hereby grant (or the Coordinating Authority and the Applicant shall be obliged to ensure that the STC or Applicant's Consultants, as relevant, grants) to the other Parties an irrevocable and freely assignable royalty free and non-exclusive licence (carrying the right to grant sub-licences) to use or permit the use of the relevant Design and Environmental Documents and such Intellectual Property in them but in each case; only for such purpose connected with or related to the delivery of the Project Deliverables or the RTS, without further payment or compensation to any other Party.

12.3 To the extent that any Design and Environmental Documents and Intellectual Property to which the licence in clause 12.2 applies consist of computer or other machine readable data then to the extent that the rights in the relevant software and/or database required by the other Party to access and/or use such data are vested in the Party granting that licence, that Party hereby grants (or the Coordinating Authority and the Applicant shall be obliged to ensure that this is possible from the STC and the Applicant's Consultants respectively, grants) a licence or sub licence for and supply of such relevant software or database to enable the Other Party to have access and otherwise use such data (but only for such purposes connected with or relating to the delivery of the Project Deliverables or the RTS). To the extent that the rights in the relevant software and/or databases are vested in a third party other than the Party seeking to grant the licence, the licensing Party shall provide reasonable assistance to the recipient Party to procure a licence of such software and/or databases at the recipient Party's cost.

12.4 The licence granted by 12.2 and 12.3 shall terminate upon termination of this SLA, unless otherwise agreed by the relevant Party that has granted the licence.

13. **ASSIGNMENT & SUB-CONTRACTING**

13.1 No Party shall be entitled to sub-contract, assign or otherwise transfer the whole or any part of its obligations under this SLA (except in the case of assignment or transfer where for the purposes of solvent reorganisation or transfer to a statutory successor body or by operation of law) without the prior written consent of all Parties. As the nature of the relationship between the Parties is to be a close collaborative relationship, it shall be reasonable in any case to refuse to consent to assignment or transfer.

13.2 No assignment, transfer or sub-contracting by a Party shall relieve it of any of its obligations or duties under this SLA and that Party shall remain fully liable as though the matter assigned, transferred or sub-contracted matters were carried out by itself.

13.3 The terms of any sub-contract entered into by a Party in connection with this SLA shall be consistent with and shall ensure compliance with this SLA, including all auditing and financial requirements.

13.4 Any Party sub-contracting work under this SLA shall ensure that it and any third party contractor to whom that work is sub-contracted has appropriate financial and auditing procedures in place to manage its commitments to the RTS and that Party shall ensure that both it and its sub-contractor have complied with all relevant tax requirements relevant to the SLA and their involvement with it.

13.5 The Coordinating Authority will be the contracting party in respect of any contracts entered into with the STC and the Coordinating Authority shall be responsible for all liabilities to the STC.

14. **FORCE MAJEURE**

14.1 If the performance by any Party of any of its obligations under this SLA is prevented or delayed by a Force Majeure Event then that Party shall be excused from performance of that obligation for the duration of the Force Majeure Event.

14.2 If a Party becomes aware of a Force Majeure Event that is or is likely to give rise to a failure or delay on its part, then that Party shall notify the other Parties soon as reasonably practicable giving a description of the Force Majeure Event and, where possible, an estimate of its likely duration.

14.3 If the Force Majeure Event in question continues or is likely to continue for a continuous period in excess of 30 (thirty) calendar days the Parties shall enter into discussions with regard to alternative arrangements in respect of this SLA which may include but are not limited to termination of it pursuant to Clause 9.

14.4 Where a Force Majeure Event has extended or is reasonably anticipated to extend for a period of more than 60 (sixty) calendar days or for periods in aggregate of more than 60 (sixty) calendar days in any 12 (twelve) month period then this SLA or the continued participation in it of the Party subject to the Force Majeure Event may be terminated by any other Party with immediate effect.

15. **THIRD PARTIES**

Save where this SLA expressly provides to the contrary, for the purposes of the Contracts (Rights of Third Parties) Act 1999 this SLA is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions. This does not affect any right or remedy of any such party which exists or is available apart from that Act.

16. **CONFLICT**

Subject to clause 2.3, the Parties shall not (whether directly or indirectly) and shall not allow, permit or instruct work which would cause a conflict with the work that Party is undertaking under this SLA where such conflict would have a direct and adverse impact on the Party's ability to comply with its obligations under this SLA or would otherwise impede or interfere with the Party's proper performance of this SLA.

17. **VARIATIONS**

No change or variation to this SLA will be effective unless and until it is agreed in writing, signed by all Parties and annexed to this SLA.

18. **WAIVER**

No failure or delay or grant of indulgence by a Party to exercise or enforce any right, power or remedy available to it, will operate or be construed as a waiver of such right, power or remedy under this SLA or otherwise, nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.

19. **SEVERABILITY**

- 19.1 If any court or other competent authority finds that any part or provision of this SLA is void, unlawful or unenforceable then that part or provision will be deemed to have been severed from this SLA and shall have no force and effect. The remaining provisions of this SLA will continue to be valid and enforceable to the fullest extent permitted by law, and the Parties shall negotiate in good faith to agree the terms of a mutually acceptable and satisfactory alternative part or provision in that, as amended, it is valid and lawful and enforceable.

20. **COUNTERPARTS**

- 20.1 This SLA may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same agreement.
- 20.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) OR the executed signature page of a counterpart of this agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 20.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

21. **GOVERNING LAW & JURISDICTION**

This SLA shall be governed by and construed in accordance with the laws of England and Wales and subject to the agreed provisions in respect of alternative dispute resolution the Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales regarding any claim or matter arising under this SLA.

AS WITNESS the hands of authorised signatories for the Parties hereby agree.

[EXECUTION BLOCKS TO BE ADDED].

SIGNED for and on behalf of the
ENVIRONMENT AGENCY

Name:

Position:

SIGNED for and on behalf of **SURREY COUNTY**
COUNCIL

Name:

Position:

SIGNED for and on behalf of **ELMBRIDGE**
BOROUGH COUNCIL

Name:

Position:

SIGNED for and on behalf of **RUNNYMEDE**
BOROUGH COUNCIL

Name:

Position:

SIGNED for and on behalf of **SPELTHORNE**
BOROUGH COUNCIL

Name:

Position:

SCHEDULE 1: THE RIVER THAMES SCHEME

Channel Section 1 (Egham Hythe to Chertsey) will be entirely within the Borough of Runnymede. This channel will leave the right bank of the River Thames at Egham Hythe. It will pass through agricultural fields before heading south across Green Lane and joining the existing course of the Meadlake Ditch. Passing through six lakes, including the Thorpe Park lakes, it will cross Chertsey Lane (A320) towards Abbey Meads and return to the River Thames through the existing Burway Ditch M3 motorway flood culverts, just south of the M3 and downstream of Chertsey Weir. The channel will then pass through areas of previous landfilling at Royal Hythe Farm, Norlands Lane and Chertsey Lane. Additionally, there will be two flood embankments. The new pedestrian and cycle routes along Channel Section 1 will provide enhanced off-road cycle links from Chertsey towards Heathrow as well as more local connections between Chertsey and Thorpe Park.

Channel Section 2 (Laleham to Shepperton) will be entirely within the Borough of Spelthorne. This section of the channel will leave the left bank of the River Thames at Laleham, approximately 0.4km upstream of the outfall of Channel Section 1 and north of the M3 motorway. The channel will pass east through three existing lakes and cross two local roads before turning south beneath the M3 via a new motorway underbridge. The channel will pass through areas of grassland and scrub at Sheepwalk and Manor Farm and will cross a further three local roads and a lake before re-joining the River Thames opposite D'Oyly Carte Island, just upstream of Desborough Island and downstream of Shepperton Weir. The channel then passes through areas of previous landfilling at Littleton Lane, Sheepwalk, Manor Farm, Shepperton Ranges and The Margins Landfill. Additionally, there will be two flood embankments. Within Channel Section 2, the new pedestrian and cycle link between Littleton Lane and Thames Side would be a local access benefit.

The proposed Nationally Significant Infrastructure Project:

Scheme feature	Description
Main flood relief channel	<p>A flood relief channel in one or more sections between Egham Hythe and Shepperton. Includes inlet and outlet structures, weirs and flow control structures, bridges and services crossings, culverts, walls, flood embankments.</p> <p>The flood relief channel will link existing lakes and will also include fish passages.</p>
Capacity improvements on the Thames	<p>Capacity improvement to Thames weirs including the addition of new radial gates at Moseley, Sunbury and Teddington Weirs and replacement or new fish passage structures.</p> <p>The works will also include lowering the bed along a section of the Thames downstream of Walton Bridge.</p>
Country Parks	<p>New green open spaces created for public access and environmental and amenity benefits.</p> <p>The parks will include planting and other landscaping, footpaths and cycleways, car parking, and toilets.</p>
Sites for provision of biodiversity net gain	<p>Habitat creation and enhancement at various locations to provide biodiversity compensation, offsetting and deliver biodiversity net gain requirements for the development.</p> <p>The locations for habitat enhancement and creation have not yet been finalised. They are expected to be mostly adjacent to or in the vicinity of</p>

The Associated Development proposed but not limited to:

Scheme feature	Description
Temporary materials processing sites and compound areas and access routes	A number of temporary areas and access routes will be required for the processing of excavated material and to enable construction of the scheme.
Utilities, highways, streets and public right of way diversions	A number of utilities, highways, streets and public right of way diversions may be required either temporarily or permanently, to facilitate the scheme.
Infrastructure associated with the flood relief channel	<p>Landscaping, habitat mitigation and enhancement features, bank protection and maintenance access tracks associated with the flood relief channel.</p> <p>New or improved footpaths and cycleways within the flood relief channel corridor.</p> <p>Permanent site compounds adjacent to the gated control structures will provide an area to operate and maintain the gates of the structures. Smaller permanent compounds will be located at the fixed level control structures.</p>
Surface Water attenuation	Improvements to surface water management throughout the project. Locations have not yet been finalised.
Biodiversity, heritage and landscape mitigation	Mitigation works required to mitigate the effects of the scheme.
Landfill works	Works to existing, or creating new areas of landfill, as a result of the scheme.
Associated Flood Defence Works	Flood defence works to reduce the residual risk of flooding following construction of the main scheme. Locations have not yet been finalised.
Works to achieve carbon reduction and offsetting	<p>Planting to offset carbon production as part of the scheme will take place within the scheme but may also include adjacent sites or a contribution to an offsite carbon offsetting project.</p> <p>The quantity of residual carbon that requires offsetting will be calculated as part of the scheme's environmental assessment.</p> <p>Consideration will also be made to installation of features for renewable energy production where this can be associated with the NSIP works.</p>
Further works to provide community benefits	<p>The provision of further community benefit through, for example, areas of public amenity, enhanced facilities within the public areas such as refreshment or education centres, public art, water-based recreation, and access to Thames ferries.</p> <p>The number and type and type of community benefits will be influenced by Surrey County Council and public engagement, an assessment of what is considered feasible as part of the scheme and what is suitable for inclusion within a DCO.</p>

SCHEDULE 2: RTSPG INITIAL MEMBERSHIP

Name	Discipline	Position & Role	Contact Details
Marcel Steward	Planning	Strategic Projects Manager, Runnymede Borough Council	Marcel.steward@runnymede.gov.uk 01932 425502
Esme Spinks	Planning	Planning Development Manager, Spelthorne Borough Council	e.spinks@aspelthorne.gov.uk 01784 446356
Paul Tomson	Planning	Principal Planning Officer, Spelthorne Borough Council	p.tomson@spelthorne.gov.uk 01784 446353
Jamie Pourier-Benham	Planning	Special Projects Officer, Elmbridge Borough Council	JPourier-Benham@elmbridge.gov.uk 01372 474784
Caroline Smith	Planning	Planning Group Manager, Surrey County Council	carolinedrinkwater@surreycc.gov.uk 07968 832700
Judith Jenkins	Planning	Principal Planning Officer, Surrey County Council	judith.jenkins@surreycc.gov.uk
Chris Tankard	Planning	Area Team Manager - Development Management (Richmond North)	Chris.Tankard@richmondandwandsworth.gov.uk 0208 891 1411
Fiona Dyson	Planning	Senior Planning Officer - Development Management (Richmond North)	fiona.dyson@richmondandwandsworth.gov.uk 020 8891 1411

SCHEDULE 3: PROJECT DELIVERABLES

Stage 1: Mobilisation to EIA scoping

Deliverable or activity for the Applicant	Engagement activity for the LPAs (indicative)
Develop scheme design for EIA scoping / Non-statutory Consultation milestone	Workshop(s) to discuss design to be used for EIA scoping. Includes scheme boundary for scoping and latest iteration of landscape and green infrastructure proposals.
Production of EIA scoping report	Data gathering for specialist topics (traffic, archaeology etc.) Workshop to discuss proposed scope of EIA
EIA scoping opinion consultation (by PINS)	Engagement with RTS team to respond to queries prior to LPA statutory response
Agreement of EIA methodologies	EIA methodologies will be submitted alongside EIA scoping report. Feedback either via PINS or direct to RTS team. Meetings to discuss approach may be required.

Stage 2: EIA scoping to Statutory Consultation

Deliverable or activity for the Applicant	Engagement activity for the LPAs (indicative)
Develop scheme design and consultation materials for Non-Statutory Consultation	Workshop(s) to discuss non-statutory consultation materials.
Production of Statement of Community Consultation	Engagement with RTS team to respond to queries and develop proposals prior to LPA statutory response.
Develop scheme design for Statutory Consultation	Workshop(s) to discuss design to be used for Statutory Consultation. Includes latest iteration of landscape and green infrastructure proposals; temporary compounds.
Production of Preliminary Environmental Information Report	Data gathering for specialist topics (traffic, archaeology etc.) including baseline and future baseline. Workshop to discuss proposed content of PEIR / targeted review of draft PEIR if required

Stage 3: Statutory Consultation to Preparation of DCO submission

Deliverable or activity for the Applicant	Engagement activity for the LPAs (indicative)
Develop scheme design for EIA technical assessment	Workshop(s) to discuss design to be used for EIA. Includes draft red line for EIA and latest iteration of landscape and green infrastructure proposals; temporary compounds.
Production of Environmental Statement. Includes: <ul style="list-style-type: none"> - Topic chapters - Habitats Regulations Assessment - Water Framework Assessment - Flood Risk Assessment - Transport assessment - Equality Impact Assessment - Non-technical summary - Associated survey reports and technical appendices 	Data gathering for specialist topics (traffic, archaeology, cumulative developments etc.) Workshop(s) to discuss draft findings of assessments / review of draft chapters if required.
Finalise scheme design for DCO submission, including design mitigation measures identified in EIA	Workshop(s) to discuss design to be submitted for DCO.
Production of Biodiversity Net Gain Strategy	Workshop(s) to discuss approach to biodiversity net gain and design of measures
Production of Mitigation Framework including outline documents or plans to be submitted as part of the DCO application (e.g. CEMP or CoCP/CTMP/Drainage/Landscaping/ecological management/waste management/public rights of way)	Workshop(s) to discuss design of mitigation / targeted review of draft documents and plans if required. Agreement of role of different stakeholders (consultation/approval) in their development post-consent. Agreement of any 'control/monitoring/management groups' to be created by the DCO.
Production of other supporting documents for the DCO, including: <ul style="list-style-type: none"> - Planning Policy statement - Case for the Scheme - Equalities Impact Assessment 	Workshop(s) and/or bespoke engagement on deliverables Data gathering for specialist topics

<ul style="list-style-type: none"> - Open Space Strategy (dealing with management and maintenance of created public open space) - Scheme Development Report - Design and Access statement - Energy / carbon statement - Statement of Need - Consents Position Statement 	
<p>Production of DCO including:</p> <ul style="list-style-type: none"> • Traffic/highways articles and schedules and related plans and Protective Provisions. • LLFA articles and Protective Provisions. • Transfer of benefit provisions • Disapplication or modification of other legislation provisions • Schedule 1 • Requirements 	Workshop(s) and targeted review of DCO drafting if required.
Agreement of Statements of Common Ground	Workshop / meetings and collaborative production
Agreement of Development Consent Obligations	Workshop / meetings and collaborative production

Stage 4: DCO Examination

Deliverable or activity for the Applicant	Engagement activity for the LPAs (indicative)
Development of Statements(s) of Common Ground and if necessary, any legal agreements.	Regular SoCG Meetings throughout Examination
Preparation of Responses to Examining Authorities' Questions	Topic workshops and correspondence to seek to agree consistent responses (where all parties agree).
Preparation of Responses to Third Parties	Topic workshops and correspondence to seek to agree consistent responses (where all parties agree).
Preparation for Hearings and Post-Hearing Summaries	Topic workshops and correspondence to seek to agree consistent responses (where all parties agree).

Updates to application documents (including DCO itself)	Topic workshops and correspondence to seek to agree common positions (or agreement to disagree) on documents.
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SCHEDULE 4: RESOURCING PROGRAMME AND SCHEDULE

Activities	Timescales
Design, Technical Evidence Base and Methodologies Development	Winter 2021 – Spring 2023
Preparation of EIA Scoping Report	Winter 2021 – Spring 2022
Preparation of Non-Statutory Consultation documentation	Winter 2021 – Autumn 2022
Preparation of Statutory Consultation documentation	Autumn 2022 – Winter 2022
Preparation of DCO Application documentation	Spring 2023 - Spring 2024
DCO Examination	Autumn 2024 – Spring 2025

SCHEDULE 5: AGREED LPA STAFF COSTS

Hourly Rates	£
Grade	Max
PS 1/2	39
PS 3	41
PS 4	44
PS 5	48
PS 6	52
PS 7	57
PS 8	62
PS 9	69
PS 10	76
PS 11	86
PS 12	97
PS 13	110
PS 14	126
PS 15	143
PS 16	165
PS 17	191
PS 18	221
PS 19	304

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