

DATED 28 September 2007

(1) OLYMPIC DELIVERY AUTHORITY

(2) LONDON DEVELOPMENT AGENCY

DEED OF AGREEMENT

under Section 106 Town and Country Planning Act 1990, Sections 4 and 5 London Olympic Games and Paralympic Games Act 2006, and Sections 4 and 5 of the Regional Development Act 1998 (as amended by the Greater London Authority Act 1999), relating to planning applications for the Olympic Games and Legacy Transformation within the Lower Lea Valley

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THIS AGREEMENT is made on 28 September 2007

BETWEEN:-

- (1) **THE OLYMPIC DELIVERY AUTHORITY** of 23rd Floor, 1 Churchill Place, Canary Wharf, London E14 5LN; and
- (2) **THE LONDON DEVELOPMENT AGENCY** of Devon House 58-60 St Katharine's Way London E1W 1JX ("LDA")

RECITALS

WHEREAS:-

- (A) The Olympic Delivery Authority was established pursuant to section 3 of the Olympics Act for the purpose of preparing for the Games, making arrangements in preparation for the Games and the management of premises and other facilities, before, during and after the Games acquired, constructed or adapted in preparation for the Games and ensuring adequate arrangements are made for the provision management and control of transport facilities in connection with the Games;
- (B) The Olympic Delivery Authority also exercises the functions of the local planning authority for the site pursuant to section 5 of the Olympic Act and the Olympic Delivery Authority (Planning Functions) Order 2006;
- (C) The Olympic Delivery Authority has put in place internal administration arrangements and structures to assist in performing the functions it carries out pursuant to Recital (A) (as developer and promoter) and its functions that are carried out as local planning authority pursuant to Recital (B). In this Agreement where the ODA is carrying out the functions of developer and promoter under Recital (A) it is referred to as "the ODA" and when it is carrying out the planning functions under Recital (B) it is referred to as "the Local Planning Authority";
- (D) The ODA has submitted the Olympic Applications to the Local Planning Authority as it is required to do under the provisions of the Olympics Act and it is committed to carrying out Development authorised by the Planning Permissions in accordance with the Protocols set out in Parts A of the Schedules to this Agreement;
- (E) In order to secure the proper regulation of the Development the ODA has committed itself to discharging the commitments contained in this Agreement (including the Protocols to the Schedules to this Agreement) where such commitments are expressed to be ODA commitments under this Agreement subject to and in accordance with the terms of the Protocols and this Agreement;
- (F) On 14 August 2007 the Local Planning Authority resolved to grant the Planning Permissions subject, amongst other things, to the completion of this Agreement and the ODA commitments contained in the Protocols;
- (G) The LDA has agreed that in the event of the LDA disposing of any freehold interest or granting any Relevant Leasehold Interest (and in each case where such an interest would or could take effect in possession prior to the end of the Legacy Transformation Phase) in the LDA Lands to a person not being the ODA prior to the end of the Legacy Transformation Phase, the LDA shall (unless the Local Planning Authority shall otherwise agree) require such person to enter into the ODA commitments contained in the Protocols as planning obligations under the 1990 Act (to the extent that they are lawfully able to be so) to the Local Planning Authority by entering into the Supplemental Section 106 Agreement for the purpose of ensuring that such commitments shall be binding on any such part of the Site to the extent of the freehold interest or Relevant Leasehold Interest in such part of the Site which such person has acquired;

- (H) The Olympic Delivery Authority commits itself that if it ceases to perform its functions as a local planning authority but there are unfulfilled ODA commitments contained in this Agreement (including in respect of the Protocols to the Schedules to this Agreement) at such time, it shall enter into those unfulfilled ODA commitments as planning obligations under the 1990 Act (to the extent that they are lawfully able to be so) to the successor local planning authority to the Local Planning Authority by entering into the Third Supplemental Section 106 Agreement for the purpose of ensuring that such commitments shall be binding on the Olympic Delivery Authority as Strategic Delivery Covenants operating in the same way as Strategic Delivery Covenants of the LDA;
- (I) For the purposes of Section 106 of the Act, the Parties have agreed to enter into this Agreement with the intention that the Local Planning Authority shall be able to enforce the obligation of the LDA against the LDA and against its successors in title (other than the Olympic Delivery Authority where the Olympic Delivery Authority continues to perform its functions as a local planning authority) in respect of the LDA Lands;
- (J) TfL is referred to in this Agreement and it is hereby acknowledged that:
- (i) TfL is made up of various subsidiaries;
 - (ii) TfL operates under statutory provisions including the Traffic Management Act 2004, the Highways Act 1980 and the Greater London Authority Act 1999;
 - (iii) TfL is the highways authority for the Transport for London Road Network (as defined in section 14D(1) of the Highways Act 1980) and has a role in managing routes that form part of the Strategic Road Network (as defined in section 60 of the Traffic Management Act 2004); and
 - (iv) references to TfL shall include its statutory successors in function.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

1.1 In this Agreement (which shall include the Recitals, Schedules and Protocols hereto) the following words and expressions have the following meanings:-

"1998 Act"	Regional Development Agencies Act 1998
"1990 Act"	Town and Country Planning Act 1990
"Adjoining Boroughs"	London Borough of Greenwich and any other London Borough in the Lower Lea Valley or sphere of influence of the Development (save for the Host Boroughs) which the Local Planning Authority and ODA (both acting reasonably) consider has an interest in the relevant provision of this Agreement
"Advanced Works Applications"	the following applications: <ul style="list-style-type: none"> (a) The planning application validated by the Local Planning Authority on 25 May 2007 (planning application number 07/90107/ FULODA) for Bridge T03 and Construction Road C (Part) Section 1; (b) The planning application validated by the Local Planning Authority on 25 May 2007 (planning application number 07/90106/ FULODA) for Bridge T04 and Construction

Road C (Part) Section 2;

- (c) The planning application validated by the Local Planning Authority on 29 May 2007 (planning application number 07/90105/FULODA) for Bridge T07 and Construction Road A (Part);
- (d) Any other applications made for planning permissions for works the subject of the Olympic Applications prior to the Commencement of Development

"Advanced Consents"

Works

Planning the following planning permissions:-

- (a) the planning permission granted with conditions on 6 September 2006 by the London Borough of Newham (planning application number 06/01119/FUL) pursuant to a planning application for earthworks and soil remediation site clearance and demolition in association with the construction of a river wall along the alignment of the Waterworks River in Construction Zone 1a;
- (b) the planning permission granted with conditions on 6 September 2006 by the London Borough of Newham (planning application number 06/01120/FUL) pursuant to a planning application for earthworks and soil remediation and associated site clearance and demolition (including the closure of Warton Road) on land to the south west of Carpenters Road, Stratford, London in Construction Zone 1a;
- (c) the planning permission granted with conditions on 24 November 2006 by the Local Planning Authority (PDT) (planning application number 06/90002/ODA/FULODA) pursuant to a planning application for earthworks and soil remediation and associated site clearance and demolition (including the closure of Carpenters Road and Marshgate Lane) on land to the north of and including Carpenters Road Stratford London in respect of Construction Zone 1b;
- (d) the planning permission granted with conditions on 5 April 2007 by the Local Planning Authority (PDT) (Planning Application number 07/90004/FUMODA) pursuant to a planning application for temporary use of the site for spoil storage associated site clearance and demolition, remediation and temporary fencing on land known as Thornton's Field Stratford London within Construction Zone 2A;
- (e) the planning permission granted with

conditions on 25 January 2007 by the Local Planning Authority (PDT) (planning application number 06/90014/FUMODA) pursuant to a planning application for phased earthworks and soil remediation; associated site clearance and demolition; and the infilling of Pudding Mill River (including the closure of a section of Marshgate Lane a section of Pudding Mill Lane together with Estate Road and other highways contained within the redline site boundary) on land which runs along the Northern Outfall Sewer Marshgate Lane and Pudding Mill Lane which extend south to the London-Stratford Railway, to the northwest by the River Lea and to the northeast by the City Mill River within Construction Zone 3A;

- (f) the planning permission granted with conditions on 12 December 2006 by the Local Planning Authority (PDT) (planning application number 06/90007/FUMODA) pursuant to a planning application for removal of spoil currently stored on site for re-use during site development (excluding land alongside towpath) on land know as Arena Fields, London within Construction Zone 5C;
- (g) the planning permission granted with conditions on 23 January 2007 by the Local Planning Authority (PDT) (Planning Application number 06/90016/FULODA) pursuant to a planning application earthworks and soil remediation associated site clearance and demolition and culverting of Hennikers Ditch including the creation of a new pond on the Channelsea River on land known as Eastway Cycle Circuit within Construction Zone 6A;
- (h) the planning permission granted with conditions on 23 January 2007 by the Local Planning Authority (PDT) (planning application number 06/90016/FULODA) pursuant to a planning application for earthworks and soil remediation and associated site clearance and demolition (including the temporary closure of Quarter Mile Lane) on land at Eton Manor Sports Ground and White Hart Field London within Construction Zone 7A;
- (i) the planning permission granted with conditions on 11 April 2007 by the Local Planning Authority (PDT) (Planning Application number 07/90015/FULODA) pursuant to a planning application in respect of Bridge F10a East Abutment;
- (j) any planning permissions granted pursuant to

the Advanced Works Applications

"Advanced Works Commitments"	Transition	the commitments of the ODA under paragraph 2 of Part A of Schedule 2
"All Phases"		together the Olympic Construction Phase, the Games Phase, the Legacy Transformation Phase and the Legacy Phase
"Best Practice"		practice which is more often than not accepted in the relevant area or prescribed by regulation as the preferred or most appropriate way to accomplish a task in an efficient and effective way based on proven or accepted procedures and including continuous learning and continual improvement
"Boost"		job brokerage scheme referred to at Recital 3 of Schedule 8 or other equivalent local labour schemes formulated by the ODA working with the Host Boroughs
"Business Day"		day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive
"CABE"		Commission for Architecture and the Built Environment
"CCTV"		closed circuit television
"CCTV Framework"		framework to be submitted to and approved by the Local Planning Authority pursuant to Planning Condition LTD.12 of the Planning Permission granted pursuant to the FLPA
"Clearance"		formal acknowledgement from HMRC as to PGST not being payable or as to the amount or basis on which PGST would be payable or as to the amount or nature of any Relief
"CLM"		ODA's delivery partner responsible for the management of construction of the Development
"Code of Construction Practice"		Code of Construction Practice to be approved by the Local Planning Authority as part of the grant of the Planning Permissions
"Commencement"		beginning of the Development (or where Commencement Commenced or Commence is used in the context of part of the Development commencement shall mean commencement of that part) as defined by Section 56(4) of the Act but shall not include any Enabling Works or works being carried out solely under any of the Advanced Works Permissions and reference in this Agreement to "Commence" shall be construed accordingly
"Commencement Date"		date upon which development under the relevant Planning Permission is Commenced

"Commitment to Sustainable Development"	document of this title that accompanied the Olympic Applications which sets out the ODA's sustainable regeneration commitments and the commitment to the preparation of a Legacy Masterplan Framework
"Common PGST Infrastructure"	Infrastructure which would (disregarding the effect and operation of Clause 9) be provided for or subject to a contribution under this Agreement
"Common Objectives"	objectives set out in Clause 9.1
"Comply"	implement comply with fulfil discharge or procure compliance with fulfilment of or discharge of the relevant covenants given by the LDA and (in the case of the ODA) the commitments the ODA has given under the Protocols and in either case so far as it is within their statutory powers to do so
"Consent"	any of the following: approval agreement licence authorisation confirmation certification expression of satisfaction consent permission or any other kind of authorisation however expressed
"Construction Zone"	geographical division as shown on the drawing annexed at Appendix 3 of the Site into sub-areas in connection with the Advance Works Planning Consents
"Corporation Tax"	the tax referred to as corporation tax in the Income and Corporation Taxes Act 1988 or such reasonable equivalent
"DCLG"	Department for Communities and Local Government
"DCMS"	Department for Culture Media and Sport
"Design Review Panel"	panel established by the ODA to review key elements of the design development process of the Development the membership of which (as at the date of this Agreement) includes representatives of CABE
"Development"	together the Olympic Development, Legacy Transformation Development and Legacy Development in each case pursuant to the Planning Permissions.
"Development Works"	works to carry out or construct the Development
"Dwellings"	any and all dwellings including houses, maisonettes and flats and any building lawfully used by a person for habitable accommodation and " Dwelling " shall mean any one of the Dwellings
"Enabling Works"	(a) surveying; (b) environmental and hazardous substance testing and sampling (including the making of trial boreholes, window sampling and test pits in connection with such testing and sampling);

- (c) soil tests;
- (d) pegging out;
- (e) tree protection;
- (f) archaeological investigation;
- (g) demolition and removal of buildings and other structures on the Site;
- (h) any development under Part 4 Town and Country Planning (General Permitted Development) Order 1995;

and erection of temporary boundary fencing and hoardings necessary to make the Site (or any part of it) secure and/or in connection with the above

"End User(s)"	occupier(s) of the constituent parts of the Development from time to time
"Enforcement Protocol"	protocol specified in Schedule 26
"Engage"	discuss with and/or invite comment from and (as reasonably requested by the person being engaged with) provide non-confidential information to
"Environment"	the meaning given in s1(2) of the Environment Act 1995
"Environmental Impact Assessment Regulations"	Town and Country Planning (Environmental Impact Assessments) (England and Wales) Regulations 1999
"Environmental Statement"	environmental statement submitted with the Olympic Applications as part of the environmental impact assessment process in accordance with the Environmental Impact Assessment Regulations together with (and as amended by) the further information supplied by the ODA to the Local Planning Authority under regulation 19 of the Environmental Impact Assessment Regulations
"Expert"	expert referred to in Clause 10.2
"First Reception Survey"	survey to be undertaken by the Reception Consultant in accordance with paragraph 1.1 of Schedule 16
"First Stratford City Planning Permission"	planning permission granted in respect of the application for outline planning permission in respect of the Stratford City site submitted to the London Borough of Newham on 28 April 2003 as revised by substituted and additional drawings and material and given reference number 06/90017/VARODA by the Local Planning Authority
"FLPA"	planning application for the Olympic and Paralympic facilities on the Site and their subsequent legacy

	transformation (ref: 07/90010/OUMODA)
"FLPA Development"	Development pursuant to the FLPA
"FLPA Planning Permission"	planning permission granted pursuant to the FLPA
"Games"	Olympic Games and Paralympic Games
"Games Phase"	period starting with the first test or rehearsal events for the Olympic Games at any of the facilities to be provided as part of the Olympic Development and ending with the closing ceremony for the Paralympic Games
"Games Venue"	Olympic Games and Paralympic Games sporting venues within the Olympic Park
"GLA"	Greater London Authority
"GOL"	Government Office for London
"Grant Funding"	funding from a public funding body directly or indirectly towards the delivery of Infrastructure
"Greenway"	pedestrian and cycle route shown for the purposes of identification only coloured green on the plan attached at Appendix 4 to this Agreement
"Greenway Feasibility Study"	feasibility study to be carried out in accordance with paragraph 1 of Schedule 12
"Host Boroughs"	together the London Borough of Hackney, London Borough of Newham, London Borough of Tower Hamlets and London Borough of Waltham Forest
"HMRC"	Her Majesty's Revenue and Customs or any successor to its functions and/or any other person or authority administering PGST or to whom PGST may from time to time be payable
"IBC/MPC"	international broadcast centre and the main press centre to be constructed as part of the Olympic Development
"Infrastructure"	works, measures, materials, services, improvements apparatus or infrastructure of a type included in the purposes for which PGST has been brought into effect (as stated in enabling PGST legislation any guidance from time to time relating to PGST or issued by HMRC or any PGST Infrastructure Funding Body) but not included as part of the Development applied for itself
"Implementation Programme"	programme for implementation of Advanced Works Applications and Advanced Works Permissions which may overlap with the implementation of the Olympic Development which shall include a description of all works, demolitions operations and Site uses undertaken at the date of submission of such Implementation Programme under any Advanced Works Permissions and under any permitted

	development or temporary use rights or otherwise
"Inclusive Access Strategy"	measures referred to in paragraph 1 of Schedule 7
"Inclusive Design Standards"	standards in inclusive design informing and advising design to be determined in accordance with paragraph 1.1.1 of Schedule 7
"LDA Lands"	the land referred to in Schedule 1 including such land that at the date of this Agreement has been vested which is shown for identification purposes only edged and tinted blue on the plan annexed at Appendix 1
"LDA Lease"	the lease to be granted to the ODA by the LDA in respect of land within the Olympic Park as shown edged and tinted blue on the plan annexed at Appendix 16 for a use which permits the construction and use of infrastructure facilities and venues in connection with the Games and their post-Games transformation
"Legacy Communities Development"	development to be applied for by the LDA following publication of the Legacy Masterplan Framework
"Legacy Development"	development carried pursuant to the Planning Permissions after the end of the Legacy Transformation Phase
"Legacy Development Platforms"	land identified on the drawings approved by the Local Planning Authority pursuant to the Olympic Applications as "remediated and serviced future development land"
"Legacy Facilities"	building, structure or venue on the Site constructed and/or other works carried out or laid out on the Site (including parkland) pursuant to the FLPA Planning Permission to be retained and used during the Legacy Phase whether or not modified by Legacy Modification Works
"Legacy Masterplan Framework"	the legacy masterplan framework to be produced by the LDA pursuant to Schedule 5 (as it may be amended supplemented or replaced) for the regeneration of the Site following the Games
"Legacy Modification Works"	works to alter, remove, modify or transform the Olympic Development on the Site or relevant part thereof following the end of the Games Phase as applied for in the FLPA
"LMF"	Legacy Masterplan Framework
"Legacy Open Spaces"	open spaces to be provided as part of the Legacy Development
"Legacy Phase"	period beginning with the end of the Legacy Transformation Phase and continuing throughout the future period of use and Occupation of the Legacy Development

"Legacy Transformation Development"	development including alterations to or removal, modification or transformation of the Olympic Development to be undertaken after the conclusion of the Games Phase and carried out in accordance with the Planning Permissions on the Site during the Legacy Transformation Phase
"Legacy Transformation Phase"	period of time commencing with the end of the Paralympic Games closing ceremony and ending on whichever is the earlier of (a) 31 st December 2014 and (b) the date on which the Local Planning Authority certifies at the request of the ODA in accordance with the procedure set out in Clause 12 that those elements comprised within the Olympic Development on the Site or relevant part which are identified in the FLPA Application and which are intended by the ODA to be altered, removed, modified or transformed during the Legacy Transformation Development by the ODA have been (to the extent that the ODA so intends) so altered, removed, modified, transformed or carried out and all ancillary works related thereto have been Practically Completed
"Legacy Venue"	<p>save in respect of Schedule 7 (Inclusive Access) and paragraph 7 of Schedule 15 (Pudding Mill Lane DLR Station) building built for the Games to be retained after the Games as a sports leisure or entertainment venue suitable for holding sports leisure or entertainment events for more than 500 people; and</p> <p>in respect of Schedule 7 (Inclusive Access) and paragraph 7 of Schedule 15 (Pudding Mill Lane DLR Station) building (or enclosed outdoor area designed as a sports, leisure or entertainment event venue - but excluding any area of parkland public realm or open space unless and to the extent that (and then only for as long as) such parkland public realm or open space is after the Games have ended specifically enclosed for the purpose of a specific sporting, leisure or entertainment event) on the Site (the use of which (in any case) includes a use within Use Class D2 of the Town and Country Planning (Use Classes) Order 1987) within which a sporting, leisure or entertainment event for more than 500 people is to be held at any time during the Legacy Phase</p>
"Local Employment and Training Framework"	Local Employment and Training Framework approved by the Host Boroughs and London Borough of Greenwich in September 2006 comprising a local labour and business scheme to link job opportunities on and in the vicinity of the Site with local residents, a training programme in construction and other sectors to prepare people for suitable opportunities, and a schools and young people programme
"Local Planning Authority"	the Olympic Delivery Authority acting in its capacity as local planning authority
"LOCOG"	London Organising Committee for the Olympic Games

	and Paralympic Games
"Lower Lea Valley Area"	area as shown for the purposes of identification only edged red on the plan attached as Appendix 5 to this Agreement
"LTGDC"	London Thames Gateway Development Corporation
"LVRPA"	Lea Valley Regional Park Authority
"Management Covenant"	covenant or part of a covenant regulating the ongoing management occupation or use of any part of the Development in relation to which it is expedient for enforcement measures to be taken directly against such person or persons who shall have direct day to day control or responsibility over such part of the Development and which is described as "a Management Covenant" in this Agreement or in accordance with provisions relating to enforcement described in the Enforcement Protocol and "Management Covenants" shall be construed accordingly
"Manager"	in the Legacy Phase: a person whose identity shall have been notified in writing to the Local Planning Authority by the owner or operator for the time being of any part of the Development as being the person to co-ordinate the performance (in a satisfactorily co-ordinated way) of the Management Covenants relevant to that part of the Development
"Multi-Use Sports Venue"	The venue permitted under the terms of the FLPA Planning Permission indicated for illustrative purposes as "MUSV" on the plan attached at Appendix 2
"Notified Legacy Modification Works"	as defined in Clause 12.1
"Objective 1" "Objective 2" "Objective 3" "Objective 4"	as defined in Clause 9.1
"Occupation"	beneficial occupation for any purpose for the end use for which Planning Permission has been granted in respect of the relevant building, structure or part of the Site but not including any occupation during or for the purpose of construction fitting out security marketing or display and "Occupy" and "Occupied" shall be construed accordingly
"ODA"	the Olympic Delivery Authority performing its functions of developer and promoter

"ODA Access and Inclusion Forum"	forum established by the ODA to obtain the views and experiences of organisations of disabled people and involve borough officers to ensure the inclusive design of the Olympic Park and venues (the membership of which as at the date of this Agreement comprises equality and access officers from the Host Boroughs and representatives from organisations of disabled people)
"ODA Accessible Transport Consultative Panel (ATCP)"	panel (the membership of which has been drawn from accessible transport providers and policy advisers) that has been established by the ODA to enable key stakeholders to advise the ODA and its transport delivery partners on an inclusive approach to transport provision
"ODA Built Environment Access Panel (BEAP)"	panel established by the ODA to enable key stakeholders to advise on the development and implementation of the Inclusive Access Strategy and Inclusive Design Standards for the Olympic Games as well as the future legacy of the Olympic Park and Venues (the current membership of which includes CABE, the GLA, Sport England, Inclusive Fitness Disability Rights Commission and the LDA)
"Olympics Act"	London Olympic Games and Paralympic Games Act 2006
"Olympic Applications"	FLPA and the Site Preparation Planning Application
"Olympic Construction Phase"	period starting after the Commencement Date under either of the Planning Permissions and ending with the beginning of the Games Phase
"Olympic Development"	development pursuant to the Planning Permissions carried out on the Site during the Olympic Construction Phase and/or Games Phase to enable the Olympic Games to be held in the Lower Lea Valley in 2012
"Olympic Games"	international sporting event known as the Olympic Games to be held in London in 2012 and starting and ending with formal opening and closing ceremonies
"Olympic Infrastructure Technical Approval Authority"	independent authority responsible for the technical approval of engineering structure and highway designs within the Olympic Park
"Olympic Loop Road"	road to be constructed as part of the Development along the border of the Olympic Park connecting the back of house of each venue the approximate route of which is indicated coloured pink on the plan attached at Appendix 6
"Olympic Route Network"	network of roads designated by the Secretary of State or the ODA for the purpose of facilitating travel to and from Olympic Games and Paralympic Games events and on which the Olympic Delivery Authority has powers as a traffic authority

"Olympic Park"	area to which the FLPA relates for the purposes of identification only edged red on the figure attached at Appendix 7 to this Agreement
"Olympic Park Legacy Group"	group established to identify and communicate stakeholder priorities for the legacy of the Olympic Park, including the venues, the parkland and the Legacy Communities Development (the membership of which at the date of this Agreement includes representatives of the GLA, the LDA, the ODA, LOCOG, Sport England, DCMS, British Olympic Association, the Host Boroughs and the London Borough of Greenwich, LVRPA, LTGDC and DCLG)
"Olympic Transport Plan"	plan prepared and from time to time reviewed under Section 10 of the Olympic and Paralympic Games Act 2006
"Paralympic Games"	international sporting event to be held in London scheduled to start with a formal opening on 29 August 2012 and end with a closing ceremony on 9 September 2012 which will be held in the Olympic Development facilities
"Parties"	parties to this Agreement and Party shall mean any one of them
"Partnership Board"	board set up in December 2006 and referred to in recitals A, B and C of Schedule 8
"Permitted Closure Event"	<p>one or more of the following events as applicable:-</p> <ul style="list-style-type: none"> (a) where it is necessary to do so to deliver a safe and secure Olympic Games and Paralympic Games (b) where it is necessary expedient or desirable for the purposes of security and public safety at the direction of any police officer or other member of the Emergency Services (c) temporarily where it is necessary to do so to permit the repair, renewal or maintenance of any route or structures affecting the route or any of them (d) temporarily to prevent private or public rights of way accruing (e) to ensure reasonable progress can be made in respect of the carrying out of the Legacy Transformation Development within the reasonable timescales for such Legacy Transformation Development (f) any other reason from time to time approved by the Local Planning Authority on application of the ODA or the LDA

Provided That such prior notice (if any) as is reasonable in the circumstances of the closure has been given to the Local Planning Authority and the Host Boroughs and any period of closure is for the shortest period of time that is reasonably practicable

for the purposes of (a) to (g) above

"PGST"	proposed tax described in "Planning Gain Supplement: a Consultation" as jointly published in December 2005 by HM Treasury, HMRC and the Office of the Deputy Prime Minister the purpose of which is to tax increases in the value of land as a result of the grant of planning permission in order wholly or partly to finance delivery of Infrastructure or any other tax charge or payment (including without limitation any of the options listed in the July 2007 Green Paper entitled "Houses for the Future. More affordable, more sustainable" (CM7191) or any option substantially similar to any of those options) levied on a substantially similar basis and with substantially similar objectives that may from time to time be levied in relation to the provision of Infrastructure in connection with the Development
"PGST Infrastructure Funding Body"	HMRC or the community infrastructure fund or such other body empowered to allocate PGST revenues or receipts
"PGST Relief"	relief waiver exemption transitional provision or allowance the direct or indirect consequence of which is to result in no liability to pay PGST or liability to pay less PGST or liability to pay PGST at a lower rate than if such relief waiver exemption transitional provision or allowance had not been applied
"Phase"	any of the Olympic Construction Phase Games Phase Legacy Transformation Phase and Legacy Phase
"Planning Condition"	a condition attached to a Planning Permission
"Planning Delivery Zones"	geographical division (as per the Olympic Applications and as shown on the plan attached at Appendix 9) of the Site into sub-areas for the delivery of the Development
"Planning Permissions"	planning permissions granted pursuant to the Olympic Applications or any of them in all material respects in the forms annexed hereto at Schedules 27 and 28 inclusive; and "Planning Permission" shall mean such one of them as the context shall require
"Practical Completion"	completed in material respects such that a certificate of substantial completion in relation to engineering works or a certificate of practical completion in relation to building works could be issued under industry standard construction contracts for such works or such equivalent standard of completion as is applied under the ODA's standard contracts for the purposes of the Development and "Practically Completed" shall be construed accordingly
"Principal Access Officer"	person appointed by the ODA to the role of Principal Access Officer from time to time

"Prohibited Activity"

any one of the activities set out below:-

- (a) misusing or in any way disfiguring the bridge or route (as appropriate) or anything thereon;
- (b) conducting oneself in an excessively noisy or disorderly manner or indecently behaving or causing any nuisance or significant annoyance;
- (c) collecting in any crowd so as to cause obstruction to the bridge or route (as appropriate) or holding any meeting or demonstration or refusing or failing to move on when requested to do so by a police officer or any person duly authorised by the ODA or LDA;
- (d) placing or leaving any article so as to cause an obstruction on the bridge or route (as appropriate);
- (e) touting or importuning for the purpose of selling or advertising any article or obtaining custom;
- (f) exhibiting dangerous or offensive articles on or near the bridge or route (as appropriate) or any part thereof or affixing or suspending to any part of the bridge or route any placard bill advertisement board or other paper;
- (g) depositing of any litter or the feeding of pigeons or vermin;
- (h) any other reasons from time to time approved by the Local Planning Authority.

"the Protocols"

arrangements for the regulation of the Development set out in Part A of various of the Schedules to this Agreement

"Reasonable Endeavours"

that it is agreed by the Parties hereto that the Party under such an obligation or making such commitment will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement such party will be bound to attempt to fulfil the relevant obligation or commitment by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected: in the case of the ODA and the LDA and the Local Planning Authority, of a competent public authority or publicly funded publicly accountable body acting reasonably properly and proportionately in the context of its statutory functions duties and purposes

"Reception Consultant"	consultant specialising in matters relating to terrestrial and satellite television reception
"Relevant Leasehold Interest"	a leasehold interest in the Site or part thereof of which at least one year remains unexpired
"Relevant TV Reception Study Area"	areas in the vicinity of the relevant building over which the relevant building forming part of the Development is predicted to cast a shadow from satellite television transmitters and such terrestrial television transmitter stations as to be determined in accordance with paragraph 1.1 of Schedule 16
"Remediation Protocol"	remediation protocol attached to the Site Preparation Permission
"Requisite Consents"	such grant of planning permission and the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
"Second Reception Survey"	survey to be undertaken by the Reception Consultant in accordance with paragraph 2.1 of Schedule 16
"Second Supplemental Section 106 Agreement"	supplemental Section 106 agreement to be entered into pursuant to the provisions of Clause 4.1.1.2 of this Agreement and to be in the form or substantially in the form (with any changes approved by the Local Planning Authority) annexed hereto at Schedule 30 and in accordance with all necessary enabling powers
"Senior Officers' Strategy Group"	strategy group established in connection with the Development upon which senior officers from the Host Boroughs and the London Borough of Greenwich sit
"Site"	whole of the land comprised within the boundaries of either of the Olympic Applications and including (where the context so requires) any part thereof
"Site Preparation Planning Application"	application for planning permission bearing reference number 07/90011/FUMODA
"Site Preparation Permission"	planning permission granted pursuant to the Site Preparation Planning Application
"Strategic Delivery Body"	person with sufficient interest in or control over the Site or other power to deliver or fulfil the relevant Strategic Delivery Covenant which term shall exclude the ODA whilst the Olympic Delivery Authority has its functions as local planning authority for the Site
"Strategic Delivery Covenants"	the covenants specified as Strategic Delivery Covenants in this Agreement
"Stratford City Condition"	a condition attached to the Stratford City Permission
"Stratford City Developer"	developer(s) implementing the Stratford City Planning Permission

"Stratford City Development"	proposed large mixed-use development pursuant to the Stratford City Planning Permission
"Stratford City Planning Permission"	(a) prior to the grant of the Stratford City Section 73 Permissions the First Stratford City Planning Permission; or (b) following any grant of the Stratford City Section 73 Permission the Stratford City Section 73 Permissions; or (c) subject to Clauses 1.2.16 and 1.2.17 any subsequent planning permissions granted pursuant to section 73 of the Town and Country Planning Act 1990 in respect of the First Stratford City Planning Permission or the Stratford City Section 73 Permissions
"Stratford City Section 106 Agreement"	agreement dated 17 February 2005 pursuant to section 106 of the Act and other powers between the (1) ODA, (2) the Mayor and Burgesses of the London Borough of Newham (3) the Secretary of State for Transport (4) London and Continental Railways Limited (5) Stratford City Developments Limited and (6) Transport for London relating to the First Stratford City Planning Permission or such supplemental agreement as may be entered into in relation to a Stratford City Planning Permission
"Stratford City Section 73 Applications"	applications submitted by Stratford City Developments Limited pursuant to Section 73 of the Act to vary conditions U1, D2, D9 & D10 and conditions T4, K2 and P11 of the First Stratford City Planning Permission and given reference numbers 06/90017/VARODA and 07/90023/VARODA (respectively) by the Local Planning Authority
"Stratford City Section 73 Permissions"	any planning permission granted pursuant to the Stratford City Section 73 Application
"Stratford High Street Feasibility Study"	feasibility study to be undertaken in accordance with paragraph 1 of Part A of Schedule 13
"Substantially Similar Site Preparation Development"	as defined in paragraph 1.2 of Part A of Schedule 2
"Supplemental Section 106 Agreement"	a supplemental Section 106 agreement to be entered into pursuant to the provisions of Clause 4.1.1 of this Agreement and to be in the form or substantially in the form (with any changes approved by the Local Planning Authority) annexed hereto at Schedule 29 and in accordance with all necessary enabling powers
"TAA Standards"	Olympic Infrastructure Technical Approval Authority's standards for highways and bridges as at the date the contract for the highway or bridge is let
"TfL"	Transport for London
"Third Supplemental Section 106"	a supplemental Section 106 agreement to be entered

Agreement" into pursuant to the provisions of Clause 4.4 of this Agreement and to be in the form or substantially in the form (with any changes approved by the Local Planning Authority) annexed hereto at Schedule 31 and in accordance with all necessary enabling powers

"Transport Assessment" transport assessment submitted in respect of the Olympics Applications and which examines the likely significant transport effects of the Olympic Development and the Legacy Development with such further information and such amendments and modifications as may be contained in the further information supplied by the ODA under regulation 19 of the Environmental Impact Assessment Regulations

"TV Reception Mitigation Measures" measures that are reasonably necessary to restore the quality of terrestrial and/or satellite television reception to an affected property or properties within the Relevant TV Reception Survey Area to the standard assessed in the relevant First Reception Survey (which measures could without limitation comprise or include improving the receiving antenna, relocating the receiving antenna and/or retuning the receiver installing a re-broadcasting TV relay or changing the affected properties to a digital cable or satellite TV service)

"TV Reception Mitigation Works" TV Reception Mitigation Measures that are agreed with the Reception Consultant by the ODA in accordance with paragraph 3.1 of Part A of Schedule 16

"Value Added Tax" value added tax as imposed by the Value Added Tax Act 1994 as modified or re-enacted or both from time to time whether before or after the date of this Agreement and any subordinate legislation made or other thing done under the statutory provision and any other tax of a similar fiscal nature whether imposed in the United Kingdom (instead of or in addition to value added tax) or elsewhere

"VAT" Value Added Tax

1.2 In this Agreement:-

1.2.1 the Clause and paragraph headings do not affect interpretation of this Agreement;

1.2.2 unless otherwise indicated references to:-

- (a) Clauses and Schedules are to Clauses of and Schedules to this Agreement;
- (b) a Paragraph are to a paragraph of a Schedule to this Agreement;
- (c) references within a Schedule to a Paragraph are to a paragraph of that Schedule; and

- (d) a Part, Table, or Recital are to a Part, Table, or Recital in this Agreement or, in the case of a Figure or Plan, a Figure or plan annexed to this Agreement as an Appendix;
- 1.2.3 references to any statute or statutory provision include references to:-
- (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement;
 - (b) any orders regulations instruments or other subordinate legislation made or issued under that statute or statutory provision; and
 - (c) in each case shall include any re-enactment thereof for the time being in force and where the relevant statute or statutory provision imposes a duty on the population at large any modifications or amendments thereof for the time being in force but for the avoidance of doubt unless such modification or amendment mandatorily has such an effect and applies retrospectively to contracts entered into prior to such modification or amendment it shall not be applied to this Agreement such as to impose any new duty or enlarge any existing duty or negate or change the effect of any obligation under this Agreement;
- 1.2.4 headings, the table of contents and titles to figures and plans contained in this Agreement are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of this Agreement to which they relate;
- 1.2.5 any reference to a person being "**primarily liable**" or "**primary liability**" means that such person shall be liable for complying with the relevant covenant, commitment, obligation, restriction or stipulation but that the provisions of the Enforcement Protocol shall apply to such covenant, commitment, obligation, restriction or stipulation. Such expression(s) does not mean that another person may not be liable to observe the covenant, commitment, obligation, restriction or stipulation concerned and although the Local Planning Authority intends, subject to the Enforcement Protocol, that the person primarily liable will be given an opportunity to discuss the breach with the Local Planning Authority and then to remedy the breach, the Parties accept that the Local Planning Authority may act against other Parties or their successors in title wherever appropriate in the proper exercise of the discretion of the Local Planning Authority;
- 1.2.6 the contents of Figures and plans are for identification purposes only;
- 1.2.7 any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing;
- 1.2.8 references to the Site include any part of it;
- 1.2.9 references to any Party:
- (a) other than the Local Planning Authority in this Agreement include persons deriving title from that Party;
 - (b) in the case of the ODA (subject to Clause 1.2.9 (a) comprises the Olympic Delivery Authority in its capacity as developer and promoter of the Development; and
 - (c) in the case of the Local Planning Authority comprises (subject to Clause 1.2.10) the Olympic Delivery Authority in its capacity as local planning authority

- 1.2.10 references to the Local Planning Authority include its successors to the functions of the Local Planning Authority and in the case of all statutory authorities or agencies include their successors in function;
 - 1.2.11 "including" means "including without limitation";
 - 1.2.12 where the context so requires references to the singular may include the plural and references to the plural may include the singular;
 - 1.2.13 any covenant, commitment, obligation or agreement by the LDA not to do any act or thing includes a covenant, commitment, obligation or agreement not to permit or allow the doing of that act or thing and any commitment by the ODA under the Protocols includes a commitment not to permit or allow the doing of that act or thing;
 - 1.2.14 where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by any of the Parties at reasonable intervals (not to exceed more than once every 3 months), within 10 Business Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting Party(s);
 - 1.2.15 where in this Agreement there is reference to covenants, obligations, commitments, agreements, stipulations or regulations during a Phase, such covenants, obligations, commitments, agreements, stipulations or regulations can be partially discharged by satisfaction of them on a Planning Delivery Zone or Construction Site Zone basis at the relevant time during that Phase
 - 1.2.16 save in relation to Schedule 5 where there is a reference to the Stratford City Planning Permission, part (c) of the definition of the Stratford City Planning Permission in this Agreement shall only apply (as applicable) where the subsequent planning permission(s) referred to in part (c) of the definition of the Stratford City Planning Permission is granted prior to the coming into force of any obligation or commitment in this Agreement which relates to the definition of the Stratford City Planning Permission and to the extent that interpreting Stratford City Planning Permission by reference to part (c) of the definition of the Stratford City Planning Permission in this Agreement does not impose any more onerous an obligation on the parties to this Agreement than if such interpretation were for parts (a) or (b) of the definition of the Stratford City Planning Permission.
 - 1.2.17 where there is a reference to the Stratford City Planning Permission, in Schedule 5, part (c) of the definition of the Stratford City Planning Permission in this Agreement shall only apply (as applicable) where the subsequent planning permission(s) referred to in part (c) of the definition of the Stratford City Planning Permission is substantially similar to the First Stratford City Permission and/or the Stratford City Section 73 Permissions and to the extent that interpreting the Stratford City Planning Permission by reference to part (c) of the definition of the Stratford City Planning Permission in this Agreement does not impose any more onerous an obligation on the parties to this Agreement than if such interpretation were for parts (a) or (b) of the definition of the Stratford City Planning Permission.
 - 1.2.18 where there is any reference to an obligation on the ODA in this Agreement this shall mean a commitment of the ODA.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
 - 1.4 The "Agreement" includes the Schedules and Recitals to the Agreement.
 - 1.5 Where two or more people form a single Party to this Agreement the agreements, obligations, commitments or covenants they undertake may be enforced against them all jointly or against each of them individually.

- 1.6 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.7 Where in this Agreement there is any reference to an expression of satisfaction certificate approval agreement or other consent to be given or made by the Local Planning Authority such expression certificate approval agreement or other consent approval or agreement shall be requested in writing and the Local Planning Authority shall not unreasonably withhold or delay the giving or making of the same and where any expression of satisfaction certificate approval agreement or other consent to be given or made is the subject of an approval of reserved matters or other matters in respect of either of the Planning Permissions the same shall be deemed to be given under this Agreement if duly given pursuant to the relevant Planning Permission.
- 1.8 Any approval given by the Local Planning Authority pursuant to this Agreement may at the request of the LDA be further varied from time to time pursuant to this Agreement with the written approval of the Local Planning Authority or its successors to its functions as local planning authority.
- 1.9 Where in this Agreement any matter is referred to Dispute Resolution under Clause 10 the findings of the Expert shall (save in relation to manifest error) be binding on the Parties and such finding shall be deemed to constitute the required approval or agreement for the purposes of this Agreement.
- 1.10 Where in this Agreement the fulfilment of an obligation or commitment is subject to the obtaining or securing of Requisite Consents the Party obliged to fulfil that obligation or commitment shall:
- 1.10.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation or commitment relates to matters to be carried out or conducted on the Site on land within the ownership or control of the person obliged to attempt to secure such Requisite Consents (which shall include ODA and/or LDA obligations or commitments on the land the subject of the LDA Lease when granted (save for any right interest or release from or acceptance of any restriction required from or by any person other than ODA or LDA in respect of the land the subject of the LDA Lease when granted - it being understood that Clause 1.10.2 shall apply in relation to such third party rights interests release or acceptance)
 - 1.10.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation or commitment relates to matters to be carried out or conducted off the Site or on land that is not within its ownership or control
- Provided that in each case if the ODA or LDA in relation a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.10 to avoid or limit the commitment or obligation under this Agreement for which that Requisite Consent is required
- 1.11 Where under this Agreement the support of the Local Planning Authority is reasonably requested by the ODA and/or the LDA in relation to negotiations with any third party in relation to any Requisite Consent the Local Planning Authority shall endeavour in good faith to provide that support where reasonable in the circumstances
- 1.12 Where in this Agreement the Local Planning Authority, ODA or the LDA is required to achieve anything or to use Reasonable Endeavours to achieve any thing such obligation or commitments is not intended to include any requirement to do or not do anything such as to be manifestly likely to threaten the delivery of the Olympic Development in time for the Games.

2. EFFECT OF THIS AGREEMENT

2.1 This Agreement is made pursuant to:-

2.1.1 Section 106 of the 1990 Act; and

2.1.2 (in so far as this Agreement does not contain planning obligations entered into pursuant to Section 106 of the 1990 Act), Sections 4 and 5 of the Olympic Act , Sections 4 and 5 of the Regional Development Agencies Act 1998 (as amended by the Greater London Authority Act 1999) and all other powers so enabling.

2.2 The covenants on the part of LDA contained in this Agreement including at:-

2.2.1 Clauses 2 to 13; and

2.2.2 Schedule 4 to the extent specified therein, Schedules 5 and 20 to this Agreement and Parts B of all Schedules to this Agreement having a Part B

are planning obligations in so far as they are lawfully able to be so under Section 106 of the 1990 Act.

2.3 The Local Planning Authority is the local planning authority having the power to enforce the planning obligations contained in this Agreement.

2.4 Save to the extent that the same would be lawful or in equity enforceable nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Local Planning Authority, TfL, the ODA or the LDA of any of their respective statutory powers functions or discretions either generally or in relation to the Site, the Olympic Applications the Development or otherwise.

2.5 Save in respect of Strategic Delivery Covenants no person shall be liable for any breach occurring in relation to any part of the Site in which it has no interest (except in relation to any antecedent breach where such person has disposed of an interest in the land to which the breach relates). Save as provided for at Clause 2.6 below no person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest or estate in the Site or the part of the Site in respect of which such breach occurs, but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights nor the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest or estate for the purposes of this Clause.

2.6 Irrespective of whether the LDA obtains an estate or interest in or having done so parts with its relevant estate or interest in the Site or part of the Site the LDA (in this instance including its successors in function but not in title) shall remain primarily liable for performance of Strategic Delivery Covenants until the earliest of:-

2.6.1 the date that such Strategic Delivery Covenant has been fully performed;

2.6.2 the date on which relevant agreements, covenants, commitments, obligations, restrictions or stipulations specified in this Agreement are expressed to terminate;

2.6.3 the date that the LDA ceases to exist as an entity; or

2.6.4 the date that the Strategic Delivery Body has become primarily liable for (in whole or in part) performance of such Strategic Delivery Covenant(s) and such Strategic Delivery Body shall then be deemed to be the successor to LDA's covenants in respect of that Strategic Delivery Covenant (in whole or such part thereof);

2.7 In the event that the LDA considers that a body or person has become a Strategic Delivery Body which has become primarily liable in whole or in part for performance of a Strategic Delivery Covenant then the LDA shall provide details to the Local Planning Authority and upon the Local

Planning Authority approving such other body or person as a Strategic Delivery Body the Local Planning Authority shall provide written confirmation to the LDA as soon as reasonably practicable.

- 2.8 The ODA shall have no further commitments under the Protocols or this Agreement (save for antecedent breach) at the end of the Legacy Transformation Phase.
- 2.9 To the extent permissible by law, the person primarily liable for Management Covenants shall be the Manager and in respect of Management Covenants, the Enforcement Protocol shall apply.
- 2.10 Where covenants, commitments, obligations, restrictions or stipulations are to be Strategic Delivery Covenants or Management Covenants in this Agreement, they shall be specified as such in this Agreement.
- 2.11 No mortgagee of the Site or of any part of it shall be liable under any provision of this Agreement unless (and to the extent that) such mortgagee shall go into possession of the Site or a part of it
- 2.12 Unless otherwise indicated in this Agreement no obligation under this Agreement shall be binding on or enforceable against any person who has no greater interest in the Site than:
- 2.12.1 as an individual residential occupier of a Dwelling on a part or parts of the Site; or
 - 2.12.2 an equitable interest; or
 - 2.12.3 a leasehold, tenancy or licence for less than a year

in each case except where such person has sufficient control over such part of the Site and the Local Planning Authority reasonably considers it necessary in the interests of protecting amenity for such person to Comply in relation to any of the obligations or commitments contained in the following paragraphs of the following Schedules:

- 2.12.4 paragraph 1 of Part B of Schedule 10
- 2.12.5 paragraph 1 of Part B of Schedule 15
- 2.12.6 paragraph 1 of Part B of Schedule 18
- 2.12.7 paragraph 1 of Part B of Schedule 19
- 2.12.8 paragraph 1 of Schedule 20
- 2.12.9 paragraphs 2 and 3 of Part B of Schedule 21
- 2.12.10 paragraph 2 of Part B of Schedule 22

and if from time to time the Local Planning Authority considers that any such person has an interest falling within this sub Clause 12.2, it shall inform the person considered to have such interest and the LDA as soon as reasonably practicable.

- 2.13 The Local Planning Authority shall request registration of this Agreement as a Local Land Charge by the Host Boroughs.
- 2.14 As and when any of the agreements, covenants, commitments or obligations in this Agreement on behalf of the LDA and/or as applicable under any of the Protocols have been complied with or if this Agreement is modified or otherwise discharged the Local Planning Authority will request that the Boroughs will vacate or cancel any entry made in any Local Land Charges Registers in relation to this Agreement or otherwise to record the fact that the relevant agreement, covenant, commitment or obligation has come to an end and no longer affects the Site.

- 2.15 If either of the Planning Permissions is the subject of any judicial review proceedings or other legal challenge:-
- 2.15.1 if following the conclusion (following any appeal or challenge) of such proceedings or challenge any of the Planning Permissions is quashed then without prejudice to any liability which may have arisen pursuant to this Agreement prior to it being quashed, the provisions of this Agreement will cease to have any further effect as from the date upon which that Planning Permission is quashed save to the extent (if at all) that this Agreement remains relevant to any Planning Permission which has not been quashed; and
 - 2.15.2 no Development may be Commenced or (as applicable) continued under that part of the Planning Permission which has been quashed without the prior written consent of the Local Planning Authority or unless the quashed Planning Permission is subsequently regranted (in which case this Agreement shall revive to the extent relevant to development pursuant to such regrant following such regrant).

2.16 This Agreement and the agreements, covenants, commitments, agreements, obligations, restrictions or stipulations which it contains shall lapse and be extinguished automatically if (and from the date that) both Planning Permissions lapse.

2.17 This Agreement and the agreements, covenants, commitments, agreements, obligations, restrictions or stipulations which it contains shall lapse and be extinguished automatically if and from the date that a Planning Permission lapses without having been implemented to the extent that the Agreement and the covenants, commitments, agreements, obligations, restrictions or stipulations are not relevant to the Development under the extant Planning Permission.

3. **CONDITIONALITY**

3.1 Save where expressly provided for in this Agreement, this Agreement is conditional upon and shall not take effect until both of the following events have occurred:-

3.1.1 the Planning Permissions have been granted; and

3.1.2 Development pursuant to either Planning Permission has been Commenced and then this Agreement shall take effect only in respect of matters relating to the Planning Permission which has been Commenced.

3.2 The covenants, commitments, obligations, agreements, restrictions or stipulations in Schedule 2 and Clauses 4.1.1, 4.1.2, 4.3, 4.4, 4.7, 4.8, 4.9, 5, 6, 7, 8, 10 and 11 and paragraph 4 of Schedule 25 and provisions which are under this Agreement expressed as requiring performance from the date of this Agreement and such other provisions as are required to enable the operation of such express provisions shall take effect immediately on the grant of all of the Planning Permissions.

4. **OBLIGATIONS AND COMMITMENTS OF THE PARTIES**

4.1 The LDA covenants with the Local Planning Authority that:-

4.1.1 if it acquires a freehold interest or is granted or acquires a Relevant Leasehold Interest in the Site which is not at the date of this Agreement part of the LDA Lands unless otherwise agreed with the Local Planning Authority it shall enter into the Supplemental Section 106 Agreement for the purpose of ensuring that the relevant agreements, covenants, commitments, obligations, restrictions or stipulations in this Agreement shall be binding on any such part of the Site to the extent of the LDA's freehold interest or Relevant Leasehold Interest in such part of the Site. This is a Strategic Delivery Covenant;

4.1.2 in the event of the LDA disposing, granting or assigning of any freehold interest or Relevant Leasehold Interest (and in each case such an interest is an interest that would take effect in possession prior to the end of the Legacy Transformation

Phase) in the LDA Lands to a person not being the ODA prior to the end of the Legacy Transformation Phase, the LDA shall (unless the Local Planning Authority otherwise agrees) require such person to enter into the ODA commitments contained in the Protocols as planning obligations under the 1990 Act (to the extent that they are lawfully able to be so) to the Local Planning Authority by entering into the Second Supplemental Section 106 Agreement for the purpose of ensuring that such commitments shall be binding on any such part of the Site to the extent of the freehold, interest or Relevant Leasehold Interest in such part of the Site which such person has acquired. This is a Strategic Delivery Covenant; and

- 4.1.3 the LDA shall Comply with the LDA's agreements, covenants, commitments and obligations set out in this Agreement including without limitation those specified in Clauses 2 to 13 inclusive, Schedule 4 to the extent specified in Schedule 4, Schedules 5 and 20 to this Agreement and Parts B of all Schedules to this Agreement having a Part B.
- 4.2 The Local Planning Authority agrees with the LDA that it will Comply with the Local Planning Authority's agreements, covenants, commitments, and obligations set out in this Agreement and where the Local Planning Authority is expressed as having agreements, covenants, commitments, agreements and obligations in this Agreement these shall be deemed to be covenants, commitments, agreements and obligations with and to the LDA and commitments upon which the ODA may rely and without limitation to the foregoing the Local Planning Authority agrees to observe and perform the obligations in Schedule 25
- 4.3 The LDA shall keep an up-to-date list of persons responsible for performing the LDA agreements, covenants, commitments, stipulations and obligations in this Agreement and shall within ten Business Days of a request from the Local Planning Authority identify to the Local Planning Authority the person liable in respect of any particular breach of agreement, covenant, obligation, restriction or stipulation under this Agreement. This is a Strategic Delivery Covenant.
- 4.4 The Olympic Delivery Authority commits itself that if it ceases to perform its functions as a local planning authority but there are unfulfilled ODA commitments contained in this Agreement (including the Protocols to the Schedules of this Agreement) at such time, it shall enter into those unfulfilled ODA commitments as planning obligations under the 1990 Act (to the extent that they are lawfully able to be so) to the successor local planning authority to the Local Planning Authority by entering into the Third Supplemental Section 106 Agreement for the purpose of ensuring that such commitments shall be binding on the Olympic Delivery Authority as Strategic Delivery Covenants operating in the same way as Strategic Delivery Covenants of the LDA.
- 4.5 The ODA commits itself to performing the ODA commitments contained in this Agreement (including the Protocols to the Schedules of this Agreement) and such commitments shall not be enforceable by the LDA pursuant to this Agreement.
- 4.6 For the avoidance of doubt it is hereby agreed and declared that no provision of this Agreement shall be taken to prohibit or limit the right to develop any part of the Site in accordance with any planning permission granted after the date of this Agreement other than the Planning Permissions.
- 4.7 The ODA commits itself to send notice to the Local Planning Authority of the Commencement Date of the Development under each Planning Permission within 5 Business Days of the Commencement Date occurring.
- 4.8 Where under this Agreement the Local Planning Authority reasonably requires information held by the ODA or LDA in order to perform any obligation under this Agreement the ODA and LDA shall endeavour in good faith to respond to that request and to supply any such information (unless it is under a duty of confidentiality, such information is privileged or commercially sensitive, it is prevented by law from disclosing it or enforcement or legal proceedings are being taken in respect of any matter related to that request) as soon as reasonably practicable following a request being made by the Local Planning Authority.

4.9 Except where specified or pursuant to this Agreement, where under this Agreement any funds are to be held on or paid into an account in the names of the ODA and/or the Local Planning Authority such account shall be held on terms that:

4.9.1 interest on the account is paid gross of Corporation Tax;

4.9.2 the ODA shall be responsible for any Corporation Tax in relation to such interest; and

4.9.3 any bank charges payable in relation to the operation of the account shall be deducted from the relevant account and in the event that there are no funds in such relevant account to pay such bank charges, then such charges shall be borne by the named account holder and if more than one named account holder equally between the account holders.

5. NOTICES

5.1 Any notice or other written communication to be served upon or given by one Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if transmitted by facsimile (and confirmed by transmission confirmation slip), delivered by hand or sent by first class post or recorded delivery post or transmitted by electronic mail (and acknowledged by an electronic delivery confirmation) to the Party upon whom it is to be served or to whom it is to be given.

5.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than 5 Business Days' notice:-

Local Planning Authority:-

Head of Development Control (For the Attention of: Vivienne Ramsey)
Olympic Delivery Authority - Planning Decisions Team
Mailpoint 32B - 23rd Floor
1 Churchill Place
Canary Wharf
London E14 5LN
Fax: 020 8430 6021
Email:vivienne.ramsey@london2012.com

with a copy to:

Chief Planner, Local Planning Authority (For the Attention of: Anthony Hollingsworth)
Olympic Delivery Authority - Planning Decisions Team
Mailpoint 32B - 23rd Floor
1 Churchill Place
Canary Wharf
London E14 5LN
Fax: 020 8430 6021
Email:anthony.hollingsworth@pdt.oda.gov.uk

ODA:

Head of Town Planning (For the attention of: Niall McNevin)
Olympic Delivery Authority
Mailpoint 21-12, 21st Floor
1 Churchill Place
Canary Wharf
London E14 5LN
Fax: 020 3023 6150

Email: niall.mcnevin@london2012.com

with a copy to:

Head of Legal (For the attention of: Celia Carlisle)

Mailpoint 5A, 23rd Floor
1 Churchill Place
Canary Wharf
London E14 5LN
Fax: 020 3 2012504
Email: ceilia.carlisle@london2012.com

LDA:-

Director of Governance Procurement and Law (For the attention of: Debbie Adams)
The London Development Agency
Palestra
197 Blackfriars Road
London SE1 8AA
Fax: 020 7593 8002
Email: debbieadams@lda.gov.uk

with a copy to:

Irene Man, Senior Planning Manager
LDA Mailpoint 9A - 23rd Floor
1 Churchill Place
Canary Wharf
London E14 5LN
Email: ireneman@lda.gov.uk

5.3 Any notice or other written communication to be given by the Local Planning Authority shall be deemed valid and effectual if on its face it is signed on behalf of the Local Planning Authority by an officer or duly authorised signatory.

6. FINANCIAL CONTRIBUTIONS

6.1 Where, pursuant to this Agreement, a payment or financial contribution is to be made, such payment or financial contribution shall be paid in accordance with the triggers and provisions for payment set out in and in accordance with all relevant provisions of this Agreement

6.2 Wherever in this Agreement a particular sum is stipulated to be paid by the ODA or LDA or any maximum total liability figure is specified irrespective of any other provision of this Agreement the sum or figure so stipulated or specified is a gross figure inclusive of any VAT SDLT or (except in the case of Corporation Tax on interest in accounts in the name (either solely or jointly) of the Olympic Delivery Authority or LDA) other taxes payable.

6.3 All financial contributions and other payments under this Agreement shall be made on the dates provided in this Agreement and if paid late shall be paid with interest accrued calculated from the date such financial contributions and other payments were due to the date of the actual payment at 2% above the base rate of a clearing bank to be approved by the Local Planning Authority.

6.4 Unless otherwise specified or provided for in this Agreement when the Local Planning Authority receives any financial contribution, the Local Planning Authority covenants to:-

6.4.1 upon receipt, pay such financial contribution into an interest bearing deposit account opened up in a named account in the name of the Local Planning Authority (to be notified to the LDA (or if applicable to the ODA)) at a clearing bank, such account

bearing a reasonable rate of interest on deposits and from which the relevant financial contribution together with its accrued interest can be identified from periodic statements until such time as such financial contributions (or parts thereof) are applied for the purposes identified in this Agreement the Local Planning Authority to distribute such financial contributions to the appropriate person or otherwise disburse them in accordance with the proportions and provisions specified in the relevant part of this Agreement;

- 6.4.2 apply such financial contributions for the purposes respectively for which the same were paid as specified in this Agreement provided that for the avoidance of doubt the Local Planning Authority will be entitled to treat any accrued interest as if it were part of the financial contribution paid insofar as it shall be required for the purposes for which the financial contributions were paid but otherwise shall be repaid in accordance with Clause 6.4.4;
- 6.4.3 upon written request by the LDA and/or as applicable the ODA at reasonable intervals (but not more frequently than once quarterly) to provide the LDA and/or as applicable the ODA with a breakdown of the expenditure from the financial contributions;
- 6.4.4 in the event that any part or all of any such financial contribution has not been used for the said purposes within 10 years from the date of payment of such financial contribution, forthwith to repay such financial contribution (or such part thereof) to the person who made such financial contribution with all accrued interest but less any tax that may be payable thereon PROVIDED THAT the Local Planning Authority shall not be required to repay or pay any sum or sums which is required by the Local Planning Authority to secure the completion of works or facilities or other matters in respect of which the financial contribution is to be applied as shall have commenced but not been completed as at the date of the expiration of the said period.

7. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

- 7.1 Where in the opinion of the LDA and/or as applicable the ODA any of the provisions of this Agreement have been satisfied wholly or in part, the LDA and/or as applicable the ODA shall be entitled to apply to the Local Planning Authority for a notification to that effect, and upon the relevant covenant, commitment, obligation or stipulation having been satisfied the Local Planning Authority shall forthwith issue a notification to such effect. A notification shall at the request of the LDA and/or as applicable the ODA be given that the relevant covenant, commitment, obligation, or stipulation as the case may be has been satisfied in relation to part of the Site.
- 7.2 Where in the opinion of the Local Planning Authority, any of the Local Planning Authority covenants, commitments or obligations of this Agreement having been satisfied wholly or in part, the Local Planning Authority shall be entitled to apply to the LDA and/or as applicable the ODA for a notification to that effect, and upon the relevant covenant, commitment or obligation as the case may be having been satisfied the LDA and/or as applicable the ODA shall forthwith issue a notification to such effect. A notification may be given that the relevant covenant, commitment or obligation as the case may be has been satisfied in relation to part of the Site.

8. VALUE ADDED TAX

- 8.1 Subject to the terms of Clause 6.2, where, pursuant to the terms of this Agreement, one Party (the "**supplier**") makes a supply to the other (the "**recipient**") for Value Added Tax purposes, and Value Added Tax is or becomes chargeable on such supply, the following provisions shall apply:-
 - 8.1.1 all sums payable or other consideration provided pursuant to this Agreement by one Party to the other shall be inclusive of any Value Added Tax which may be chargeable on the supply or supplies for which such sums or other consideration (or, in either case, any part thereof) are the whole or part of the consideration for Value Added Tax purposes; and

8.1.2 the recipient shall pay to the supplier, in addition to and at the same time as any other consideration for such supply, a sum equal to the amount of such Value Added Tax, and the supplier shall provide a valid Value Added Tax invoice to the recipient in respect of such supply.

8.2 If any Party (the "**Paying Party**") has paid any amount in respect of VAT under this Clause 8 in respect of any supply made to it by any other Party (the "**Payee Party**"), and the value of such supply for VAT purposes is subsequently reduced, the Payee Party shall provide the Paying Party with a credit note for VAT purposes and repay to the Paying Party an amount equal to the difference between the amount in respect of VAT originally paid by the Paying Party and the amount of VAT actually chargeable on such supply (taking into account the reduction in value), such repayment to be made at the same time as when:-

8.2.1 the relevant rebate is paid (where the reduction in value is by virtue of the payment of a rebate); and

8.2.2 within three Business Days after the Payee Party first agrees the reduction in value (in all other cases).

8.3 Where any Party is required by the terms of this Agreement to reimburse or indemnify any other Party for any cost or expense or to pay an amount equal to any cost invoiced to any other Party, such first Party shall reimburse or indemnify such other Party for, or shall pay to such other Party, the full amount of such cost or expense, including such part thereof as represents Value Added Tax, save to the extent that such other Party is entitled to credit or repayment in respect of such Value Added Tax from HM Customs & Excise.

8.4 Where any provision of this Agreement provides that the financial liability under any Clause or Paragraph is to be limited, then where the consideration (excluding any consideration or any part of such consideration which represents Value Added Tax) paid by the LDA and/or as applicable the ODA in respect of any supply made to the LDA and/or as applicable the ODA for Value Added Tax purposes counts in deciding whether any limit on the LDA's and/or ODA's financial liability has been exceeded or not (the "**Calculation**"), any amount of Value Added Tax paid by the LDA and/or as applicable the ODA in respect of such supply shall also be counted in the Calculation, save to the extent that the Paying Party has received credit or repayment from HM Customs & Excise in respect of such Value Added Tax at the time of such Calculation.

9. **PLANNING GAIN SUPPLEMENT TAX**

9.1 The Parties agree that their common objectives (with equal priority) if and when PGST should become payable in relation to the Development are:

9.1.1 that neither the LDA nor the ODA should be obliged both:

(a) to carry out and/or to procure or to pay a contribution towards its being carried out under the terms of this Agreement; and

(b) to pay an indirect contribution under PGST

in respect of any Common PGST Infrastructure to the extent that the LDA and/or ODA as applicable shall be financially worse off (including with effect to any limit on liability) than would have been the case under this Agreement had such PGST never become payable ("Objective 1"); and

9.1.2 that Common PGST Infrastructure which would have been directly provided or funded under this Agreement had PGST not been brought into effect shall not be delayed or be subject to a lower level of aggregate contribution as a consequence of PGST having been brought into effect nor the operation of this Clause 9 ("Objective 2"); and

- 9.1.3 that the aggregate of the contributions of the ODA and/or the LDA (directly under this Agreement and/or indirectly pursuant to PGST) towards Common PGST Infrastructure shall not exceed the direct contribution that the ODA and/or the LDA would have made (after taking into account the effect of any limit on liability) under the terms of this Agreement had PGST not been brought into effect and had the operation of this Clause 9 not taken effect (“Objective 3”); and
- 9.1.4 that Common PGST Infrastructure assessed in the Environmental Statement to form part of the Development or as necessary mitigation measures in connection with the Development and/or required or committed pursuant to this Agreement and which would but for the operation of this Clause 9 be funded or subject to a contribution under this Agreement shall be implemented to the extent that such assessment assumed or such mitigation required its implementation (“Objective 4”)
- 9.2 The Parties each agree with one another that if PGST should be enacted (even if not at that time payable) they will each cooperate with one another and take such steps including the steps referred to in Clause 9.3 (whether involving modification to the terms of this Agreement or otherwise) to seek to ensure that (should PGST become payable in connection with the Development) the Common Objectives are achieved.
- 9.3 The steps which the Parties have agreed should be taken in a reasonable combination to the extent they are lawfully able to do so in order to seek (and only to the extent necessary) to achieve the Common Objectives are:
- 9.3.1 restructuring obligations relating to Common PGST Infrastructure and/or the manner of their discharge under this Agreement and/or securing them under other powers of equal or similar force in order in each case insofar as is practicable to minimise the PGST payable in respect of such obligation and in particular to take advantage of any available PGST Reliefs; and/or
- 9.3.2 whilst the parties co-operate with each other to seek Clearance or a formal declaration or determination from the PGST Infrastructure Funding Body that funds will be payable out of PGST funds towards the cost of Common PGST Infrastructure, to the extent that such Common PGST Infrastructure would otherwise have been funded (either wholly or partly) or carried out pursuant to this Agreement but for this Clause 9, suspending any amounts payable under the Agreement in respect of Common PGST Infrastructure where such Clearance or formal declaration or determination has not yet been given PROVIDED THAT upon receiving such formal clearance or determination then the payments suspended by operation of this Clause 9.3.2 shall cease to be payable under this Agreement upon the date on which such PGST funds are distributed in accordance with such formal clearance or determination; and/or
- 9.3.3 the ODA and/or LDA making of some or all of the payments due both under this Agreement and in respect of PGST in relation to Common PGST Infrastructure in return for a commitment from the Local Planning Authority to:
- (a) reimburse to the ODA and/or the LDA any funds received by the Local Planning Authority from the PGST Infrastructure Funding Body or any other central government body or agency in respect of Common PGST Infrastructure; and
- (b) procure reimbursement to the ODA and/or LDA from any local authority beneficiary of funds received from the PGST Infrastructure Funding Body or other central government body or agency in respect of Common PGST Infrastructure; and/or
- 9.3.4 making a joint approach to HMRC and as applicable the PGST Infrastructure Funding Body (and/or HM Treasury and/or DCLG and/or GOL as any party requests) to seek:

- (a) formal determination or Clearance from HMRC that PGST Reliefs in respect of the PGST payable in respect of the Development will be available to achieve as far as possible the Common Objectives assuming either (i) that the Agreement remains unmodified by the operation of this Clause 9 or (ii) how such PGST Reliefs would be available if the Agreement were restructured; and/or
- (b) formal determination or Clearance from HMRC as to the amount of PGST notionally payable in respect of the Common PGST Infrastructure assuming that the Agreement remains unmodified by the operation of this Clause 9 or alternatively how much PGST would be so payable if the Agreement were restructured but in a way which seeks to achieve the Common Objectives (such as to achieve as far as possible the Common Objectives); and/or
- (c) formal determination or Clearance from the PGST Infrastructure Funding Body and/or any other of the relevant bodies approached that grant funding directly or indirectly resourced via PGST will be payable in respect of Common PGST Infrastructure to or for the benefit of the Local Planning Authority or one or more local authorities or TFL who would be beneficiaries of payments made under this Agreement in respect of Common PGST Infrastructure but for the provisions of this Clause 9; and/or
- (d) formal determination or Clearance from HMRC of a basis for payment of PGST notionally payable in respect of the Development if adjustments (agreed by the Parties acting reasonably seeking to achieve insofar as possible the Common Objectives) were to be made to the Agreement; and/or

9.3.5 taking such other steps as any Party may suggest which are lawful and reasonably likely to assist in achieving the Common Objectives.

9.4 If, following PGST becoming payable in respect of the Development:

- 9.4.1 the provisions of Clauses 9.1 to 9.3 inclusive have led to issues to be resolved as to what constitutes Common PGST Infrastructure and/or what financial contributions ought to be paid towards Common PGST Infrastructure pursuant to this Agreement and/or what Common PGST Infrastructure ought to be provided pursuant to this Agreement; and
- 9.4.2 such issues remain unresolved (despite the provisions set out in Clauses 9.1 to 9.3 inclusive) by the time the ODA and/or LDA wishes to continue with carrying out Development and such carrying out would have triggered obligations in this Agreement but for the provisions of Clauses 9.1 to 9.3 inclusive

the ODA and/or LDA shall (whilst the ODA and/or the LDA and the Local Planning Authority continue to seek resolution of such issues in accordance with Clauses 9.1 to 9.3 inclusive) either (a) (to the extent that it would not cause disproportionate and/or unreasonable material cost to the ODA and will not cause material delay to the ODA's programme for delivery of the Olympic Development or the holding of the Games) cease carrying out the Development or PGST Common Infrastructure Works until the resolution of such matters; or (b) continue (subject to receiving undertakings from the Local Planning Authority as to reimbursement under Clause 9.3.3) to perform and Comply with such obligations in this Agreement as would have been the case in relation to such carrying out of the Development but for the operation of Clauses 9.1 to 9.3 inclusive

9.5 The ODA and LDA shall not seek a reduction in any contribution to any Common PGST Infrastructure in respect of any penalties, surcharges, interest payments or fines in respect of any failure to make any PGST payment payable in connection with the Development.

9.6 Insofar as the obligations in Clauses 9.1 to 9.5 inclusive apply to the LDA, these are Strategic Delivery Covenants.

10. **DISPUTE RESOLUTION**

10.1 In the event of any dispute arising between the Parties in respect of any matter contained in this Agreement (unless specified otherwise) the same may be referred by any Party within ten Business Days of so notifying the other Parties and once such notification has been received shall be referred to an Expert, such Expert to act as an expert and not as an arbitrator and whose decision shall be final and binding on the Parties except in the case of manifest error and whose costs shall be in his award and the Expert shall be of at least ten years standing in his field of expertise.

10.2 The Expert shall be:-

if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, an independent barrister;

10.2.1 if such dispute shall relate to matters necessitating any calculation or otherwise concerning a financial aspect of this Agreement, an independent chartered accountant;

10.2.2 if such dispute shall relate to the valuation of any interest, estate or right in any part of the Site, an independent chartered surveyor;

10.2.3 if such dispute shall relate to matters in connection with the OPTEMS Group, an independent transport consultant or practitioner;

10.2.4 in any other case an expert at the discretion of the President of the Chartered Institute of Arbitrators; and

10.2.5 if such dispute shall relate to matters falling within two or more of Clauses 10.2.1 to 10.2.3 above, such person or persons falling within the description of Clauses 10.2.1 to 10.2.3 above as the President of the Chartered Institute of Arbitrators thinks appropriate including joint Experts.

10.3 If the Expert(s) nominated pursuant to Clause 10.2 above shall die or decline to act another Expert(s) shall be appointed in his place.

10.4 Unless the Expert directs otherwise (and he shall be given the authority to do so) the costs of the relevant application shall be divided equally between the Parties to the relevant dispute.

10.5 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties to the dispute within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Business Days from the date of his appointment to act and that he is to have particular regard to the duties imposed by the Olympics Act in reaching his decision..

10.6 The Expert shall be required to give notice to each of the said Parties to the dispute inviting each of them to submit to him within ten Business Days written submissions and supporting material (where there is agreement to do so in an agreed request statement setting out exactly the questions that he is to determine submitted jointly by the Parties) and shall afford to the said Parties an opportunity to make counter submissions within a further five Business Days in respect of any such submission and material and his decision shall be given in writing within 20 Business Days of his appointment with reasons and in the absence of manifest error the Expert's decision shall be binding on the said Parties.

11. **EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

11.1 The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it.

11.2 This Agreement may be varied without the consent of any third party.

12. **END OF LEGACY TRANSFORMATION PHASE**

12.1 The ODA shall notify the Local Planning Authority by no later than 31 December 2012 which parts of the Olympic Development the ODA intends to remove following the end of the Games during the Legacy Transformation Phase and what works the ODA intends to carry out in relation to the Site and any buildings and structures to be retained within the Site during the Legacy Transformation Phase (such works in total to be termed the "**Notified Legacy Modification Works**").

12.2 When the ODA considers that it has Practically Completed the Notified Legacy Modification Works referred to in Clause 12.1 it shall notify the LDA and the Local Planning Authority with reasonable supporting evidence to that effect together with a request that the Local Planning Authority shall certify that the Notified Legacy Modification Works have been Practically Completed and that the Legacy Transformation Phase is at an end for the purposes of this Agreement.

12.3 The Local Planning Authority shall as soon as reasonably practicable and in any event within 28 days carry out any necessary re-inspections and issue its decision in response to the ODA's request under Clause 12.2.

12.4 If the decision of the Local Planning Authority is negative partial or conditional the Local Planning Authority shall give reasons and identify the works that must be completed before the Legacy Transformation Works are considered by the Local Planning Authority to have been completed and the Legacy Transformation Phase to be (on any date earlier than 31 December 2014) at an end and the provisions of Clauses 12.2 to 12.4 shall re-apply save that any necessary inspections shall be carried out within 21 days until the Local Planning Authority certifies the Legacy Transformation Phase to be at an end (on any date earlier than 31 December 2014).

12.5 In the event of any disagreement over whether or not any certificate requested under Clause 12.4 should or should not have been given the matter may be referred by either Party to the dispute resolution procedure set out in Clause 10.

13. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

14. **EXECUTION**

The Parties have executed this Agreement as a deed and it is delivered on the date set out at the front of this Agreement.

Schedule 1

THE SITE

PART 1

LDA LAND OWNERSHIP AND INTERESTS IN THE SITE

(land which has been vested is shown on the plan attached at Appendix 1)

The LDA Lands shall comprise all the interests and rights in the Site of the LDA as at the date of this Agreement and as described as follows and including any interests which the LDA has in respect of Notices to Treat served prior to the date of this Agreement (the Planning Delivery Zones referred to as shown on the plan attached at Appendix 9):

Planning Delivery Zone 1

All interests and rights in Planning Delivery Zone 1 as are comprised in the following General Vesting Declarations:

1. General Vesting Declaration dated 2 March 2007 made by the London Development Agency (GVD1);
2. General Vesting Declaration dated 2 March 2007 made by the London Development Agency (GVD3);
3. General Vesting Declaration dated 23 April 2007 made by the London Development Agency (GVD6);
4. General Vesting Declaration dated 14 May 2007 made by the London Development Agency (GVD8);
5. General Vesting Declaration dated 24 May 2007 made by the London Development Agency (GVD9); and
6. General Vesting Declaration dated 29 May 2007 made by the London Development Agency (GVD10).

Planning Delivery Zone 2

All the interests and rights of the LDA in Planning Delivery Zone 2 (which is not an area comprised within any General Vesting Declaration but the LDA submitted to the CPO Inquiry in relation to the compulsory acquisition of interests in the Site a summary of agreements with statutory undertakers, local authorities and other public bodies and under paragraphs 13.3 and 13.4 of that summary advised that they had entered into agreements with Network Rail to acquire part of the land and in addition the agreement provides that Network Rail will grant temporary or permanent rights to London Development Agency in connection with the CPO for the provision of the facilities for the Olympic Games).

Planning Delivery Zone 3

All interests and rights in Planning Delivery Zone 3 comprised in the following General Vesting Declarations:

1. General Vesting Declaration dated 2 March 2007 made by the London Development Agency (GVD1);
2. General Vesting Declaration made 2 March 2007 by the London Development Agency (GVD2);
3. General Vesting Declaration dated 2 March 2007 made by the London Development Agency (GVD3);

4. General Vesting Declaration dated 23 April 2007 made by the London Development Agency (GVD6);
5. General Vesting Declaration dated 14 May 2007 made by the London Development Agency (GVD8);
6. General Vesting Declaration dated 24 May 2007 made by the London Development Agency (GVD9); and
7. General Vesting Declaration dated 29 May 2007 made by the London Development Agency (GVD11).

Planning Delivery Zone 4

All interests and rights of the LDA in Planning Delivery Zone 4 as are comprised in the following General Vesting Declarations:

1. General Vesting Declaration dated 2 March 2007 made by the London Development Agency (GVD3);
2. General Vesting Declaration dated 23 April 2007 made by the London Development Agency (GVD6);
3. General Vesting Declaration dated 23 April 2007 made by the London Development Agency (GVD7); and
4. General Vesting Declaration dated 14 May 2007 made by the London Development Agency (GVD8).

Planning Delivery Zone 5

All interests and rights of the LDA in Planning Delivery Zone 5 as are comprised within the following General Vesting Declarations:

1. General Vesting Declaration dated 2 March 2007 made by the London Development Agency (GVD1);
2. General Vesting Declaration dated 2 March 2007 made by the London Development Agency (GVD2);
3. General Vesting Declaration dated 27 April 2007 made by the London Development Agency (GVD5);
4. General Vesting Declaration dated 23 April 2007 made by the London Development Agency (GVD6);
5. General Vesting Declaration dated 14 May 2007 made by the London Development Agency (GVD8); and
6. General Vesting Declaration dated 29 May 2007 made by the London Development Agency (GVD10).

Planning Delivery Zone 6

All interests and rights of the LDA in Planning Delivery Zone 6 as are comprised in the following General Vesting Declarations:

1. General Vesting Declaration dated 24 May 2007 made by the London Development Agency (GVD9); and

2. General Vesting Declaration dated 29 May 2007 made by the London Development Agency (GVD10).

Planning Delivery Zone 7

All interests and rights of the LDA in Planning Delivery Zone 7 as are comprised in the following General Vesting Declarations:

1. General Vesting Declaration dated 2 March 2007 made by the London Development Agency (GVD1);
2. General Vesting Declaration dated 14 May 2007 made by the London Development Agency (GVD8); and
3. General Vesting Declaration dated 24 May 2007 made by the London Development Agency (GVD9).

Planning Delivery Zone 8

All interests and rights of the LDA in Planning Delivery Zone 8 as are comprised in the following General Vesting Declarations:

1. General Vesting Declaration dated 2 March 2007 made by the London Development Agency (GVD1);
2. General Vesting Declaration dated 2 March 2007 made by the London Development Agency (GVD2);
3. General Vesting Declaration dated 2 March 2007 made by the London Development Agency (GVD3);
4. General Vesting Declaration dated 23 April 2007 made by the London Development Agency (GVD6); and
5. General Vesting Declaration dated 14 May 2007 made by the London Development Agency (GVD8).

Planning Delivery Zone 10

All interests and rights of the LDA in Planning Delivery Zone 10 as are comprised in the following General Vesting Declaration:

1. General Vesting Declaration dated 14 May 2007 made by the London Development Agency (GVD8); and

all other interests and rights of the LDA within Planning Delivery Zone 10

Planning Delivery Zone 11

All interests and rights of the LDA in Planning Delivery Zone 11 as are comprised in the following General Vesting Declarations:

1. General Vesting Declaration dated 2 March 2007 made by the London Development Agency (GVD1);
2. General Vesting Declaration dated 2 March 2007 made by the London Development Agency (GVD2);

3. General Vesting Declaration dated 2 March 2007 made by the London Development Agency (GVD3);
4. General Vesting Declaration dated 23 April 2007 made by the London Development Agency (GVD6); and
5. General Vesting Declaration dated 14 May 2007 made by the London Development Agency (GVD8).

Planning Delivery Zone 12

All interests and rights of the LDA in Planning Delivery Zone 12 as are comprised in the following General Vesting Declarations:

1. General Vesting Declaration dated 2 March 2007 made by the London Development Agency (GVD2);
2. General Vesting Declaration dated 2 March 2007 made by the London Development Agency (GVD3);
3. General Vesting Declaration dated 30 March 2007 made by the London Development Agency (GVD4);
4. General Vesting Declaration dated 14 May 2007 made by the London Development Agency (GVD8); and
5. General Vesting Declaration dated 29 May 2007 made by the London Development Agency (GVD11).

Most of the land is comprised in the above General Vesting Declarations but there is a small part in the north corner which belongs to the London Borough of Newham and the note submitted by the London Development Agency to the CPO Inquiry states that the LDA has entered into a form of cooperation agreement with Newham in relation to the remainder of this land.

Planning Delivery Zone 13

All interests and rights of the LDA within Planning Delivery Zone 13 (which is not an area within a General Vesting Declaration but the note the London Development Agency submitted to the CPO Inquiry states that the land is in the ownership of BWB and Network Rail and that the London Development Agency have entered into cooperation agreements with both of these statutory bodies).

Schedule 2

TRANSITION FROM EARLY WORKS APPLICATIONS/PERMISSIONS, CODE OF CONSTRUCTION PRACTICE AND DEMOLITIONS (ODA)

Part A - Protocol Between ODA and Local Planning Authority

1. In respect of Advanced Works Planning Consents:
 - 1.1 prior to Commencement of Development the ODA shall submit to the Local Planning Authority an Implementation Programme; and
 - 1.2 prior to Commencement of any works to be carried out under the Site Preparation Planning Permission which are duplicated by or are in all material respects the same as those authorised under the Advanced Works Planning Consents ("**Substantially Similar Site Preparation Development**") within any Construction Zone the ODA shall submit to the Local Planning Authority for approval the Advanced Works Transition Commitments that relate to that Construction Zone.
2. The Advanced Works Transition Commitments shall include and be governed by the following provisions:-
 - 2.1 They shall once approved apply in relation to a particular Construction Zone from whichever is the latest of the following events to have occurred:-
 - 2.1.1 the judicial review period in relation to the Site Preparation Planning Permission having expired without any challenge having been made or, if made, the challenge having been finally disposed of leaving in place such parts of the Site Preparation Planning Permission which are necessary to enable Substantially Similar Site Preparation Development pursuant to the Site Preparation Planning Permission to be carried out;
 - 2.1.2 all Requisite Consents having been secured and all conditions attached to the Site Preparation Planning Permission having been discharged in each case to the extent necessary to enable the Substantially Similar Site Preparation Development pursuant to the Site Preparation Planning Permission to be Commenced and carried out until such time as the Advanced Works Commitments take effect;
 - 2.1.3 the ODA having certified (acting reasonably):
 - (a) that no material adverse timing or material adverse financial consequences for the ODA will result from the terms of any contract for construction of works under the Advanced Works Planning Consents or any associated Requisite Consents as a consequence of such Advanced Works Transition Commitments; and
 - (b) that all Requisite Consents secured in connection with the Substantially Similar Site Preparation Development under the Advanced Works Planning Permissions will continue to be available in connection with the equivalent works under the Site Preparation Permission

provided that in each case the ODA shall provide reasons to the Local Planning Authority if it is unable so to certify and shall have taken due account of the Local Planning Authority's reasonable representations in respect of such reasons;
- 2.2 Once the Advanced Works Transition Commitments apply, and subject to paragraph 2.3 below:
 - 2.2.1 Substantially Similar Site Preparation Development (if commenced) under the Advanced Works Planning Consents will:

- (a) cease under such Advanced Works Planning Consents within the relevant Construction Zone (but will continue under the Site Preparation Planning Permission); and
- (b) thenceforth (unless otherwise approved by the Local Planning Authority) not be carried out under the Advanced Works Planning Consents but pursuant to the Site Preparation Planning Permission (or any other planning permission granted after the date of this Agreement) and the related planning conditions in the Site Preparation Planning Permission and the obligations in this Agreement that relate to those works; and

2.2.2 to the extent that the Advanced Works Planning Consents have not been implemented or completed the ODA will not (unless otherwise approved by the Local Planning Authority) commence, further implement or complete Substantially Similar Site Preparation Development under the Advanced Works Planning Consents but will instead rely on the Site Preparation Planning Permission (or any other later planning permission) in respect of carrying out such Substantially Similar Site Preparation Development.

2.3 The Advanced Works Transition Commitments shall not apply if (but only to the extent that) the ODA (acting reasonably) certifies and provides evidence to the Local Planning Authority that there are good reasons why they should not apply and for the avoidance of doubt it is agreed that the following would (without limitation) constitute "good reasons":-

2.3.1 disapplication of the Advanced Works Transition Commitments would materially assist the ODA to deliver the Olympic Development on time and within the available budget whilst avoiding or in any event minimising to the extent reasonably practicable any significant adverse effects of the Olympic Development works on the Environment; and/or

2.3.2 the location of works shown in the Olympic Applications has been amended in any of the Advanced Works Planning Consents and such amendments mean that there is no longer Substantially Similar Site Preparation Development.

3. Prior to Commencement of Development (other than in relation to works under the Site Preparation Planning Permission which are not Substantially Similar Site Preparation Development) the ODA shall use Reasonable Endeavours to agree the Advanced Works Transition Commitments with the Local Planning Authority and once they have been agreed shall use Reasonable Endeavours to Comply with the Advanced Works Transition Commitments.

4. Following the date of this Agreement subject to securing Requisite Consents the ODA shall use Reasonable Endeavours to ensure that all works undertaken on the Site by or on behalf of the ODA (or LOCOG when applicable) under the Advanced Works Planning Consents shall be undertaken in accordance with the Code of Construction Practice unless (and then only to the extent that):

4.1 the ODA certifies (acting reasonably) that there will be a material adverse timing or material adverse financial consequence for the ODA resulting from the terms of any contract for construction of works under the Advanced Works Permissions as a consequence of this paragraph 4 provided that the ODA shall provide reasons to the Local Planning Authority if it so certifies; and

4.2 if the Code of Construction Practice and/or Remediation Protocol contains provisions that require satisfaction prior to Commencement of the Development and such provisions render it impractical for works under the Advanced Works Planning Consents to be undertaken in accordance with the Code of Construction Practice.

5. Following the date of this Agreement in respect of the demolition and/or removal of residential buildings on the Site, the prior approval of the Local Planning Authority shall be required to any such works which are undertaken by reference to the grant (but not implementation) of the Planning Permissions.

Schedule 3

ENVIRONMENTAL FORUM -*OLYMPIC CONSTRUCTION PHASE AND LEGACY TRANSFORMATION PHASE (ODA)*

Part A - Protocol between ODA and Local Planning Authority

1. During the Olympic Construction Phase and Legacy Transformation Phase, the ODA shall use Reasonable Endeavours (by offering to host (and, if accepted, hosting) meetings, issuing invitations to attend meetings and attending meetings in respect of which invitations are accepted) to ensure that an Environmental Forum comprising the Host Borough environmental health officers, and representatives from the Local Planning Authority shall meet on a regular basis to discuss progress in relation to discharge of the Remediation Protocol and other areas within the remit of Host Borough environmental health officers.
2. The Local Planning Authority shall endeavour in good faith to support the ODA in its endeavours (where and to the extent that the ODA is acting reasonably) under paragraph 1 of this Schedule and shall in particular endeavour to attend meetings if invited.

Schedule 4

OPTEMS AND CTMG – *OLYMPIC CONSTRUCTION, GAMES AND LEGACY TRANSFORMATION PHASES (ODA) AND LEGACY PHASE (LDA)*

Protocol between ODA and Local Planning Authority

RECITALS

- (A) The Transport Assessment recognised that the construction of the Olympic Park, operation of the Olympic Games, and the construction in the Legacy Transformation Phase will have Transportation Effects within the neighbouring residential and business communities, and assessed these for each assessment year up to and including 2014. Many of the effects will require off-Site works which can only be progressed by, or in conjunction with, third parties – particularly the Local Highway Authorities and TfL.

The Transportation Effects and suggested measures required in the view of the ODA to mitigate the Transportation Effects have been set out in the Transport Assessment and in each case agreements will need to be reached with the Local Highway Authorities on the nature of these schemes.

- (B) A framework has been agreed which sets out a process to monitor the Transportation Effects of the Development and to bring forward the required mitigation measures to be made without impinging on the critical path for works within the Olympic Park having due regard to further schemes (both within and adjoining the Olympic Park) which may come forward for development before the end of the Legacy Transformation Phase.

This framework is described as the Olympic Park Transport and Environmental Management Schemes (OPTEMS) framework and is set out in this Schedule. In accordance with this framework, it is intended that the OPTEMS Group will utilise the appropriate statutory process and identify and take forward mitigation measures required from the Development in the overall context of the future Legacy Development, and related developments such as the Legacy Communities Development. Agreement will be sought between the Members to identify and take forward mitigation associated with Transportation Effects in the light of the likely cumulative effect of the Legacy Communities Development and relevant Lower Lea Valley Area developments until the end of the Legacy Transformation Phase. From that date onwards, the ODA's functions under this Schedule (except in relation to its obligation to pay the OPTEMS Contribution) will be administered by the LDA.

The Transport Assessment identifies the effects of the Legacy Venues in respect of which the ODA shall make contributions, and highlights that the Local Planning Authority, Host Boroughs and Adjoining Boroughs may have the potential to lever in contributions from further developments in the Olympic Park and wider Lower Lea Valley Area as they come forward to help address the likely cumulative effect of all Legacy Communities and Lower Lea Valley Area developments.

The ODA's liability under the OPTEMS framework shall be based upon specific Transportation Effects only.

It has been recognised that the Local Highway Authorities are not intending to seek to implement schemes which increase road capacity for private vehicles transport and that current policies are directed towards increasing capacity for public transport and 'soft' transport modes (including but not limited to bus priority, cycle routes, pedestrian measures traffic-calming and environmental enhancements). Therefore, it is possible that some junction concerns could be addressed by other local transport improvements pursuant to such policies.

- (C) It is intended that the OPTEMS Group will seek to work closely with the "Stratford Transport Implementation Group" ("**STIG**"), which oversees the Stratford City s106 Transport Contribution. The locations where the OPTEMS framework overlaps with Stratford City Schemes, as described in the Stratford City Section 106 Agreement, are described in Appendix 8.

- (D) Schemes that are necessary to deliver the Olympic Construction Phase of the Development are currently being progressed via the Construction Transport Management Group (“**CTMG**”) at the ODA’s cost. The CTMG is to operate as a sub-group of OPTEMS as set out in this Schedule.

RELEVANT DEFINITIONS

In this Schedule the following words and expressions have the following meanings:-

"Area Wide OPTEMS"	area schemes shown on the plan attached at Appendix 13
"Chair of OPTEMS Group"	person appointed from time to time in accordance with paragraph 4
"CTMG"	Construction Transport Management Group
"CTMP"	Construction Transport Management Plan
"Dispute Resolution Procedure"	dispute resolution procedure described in Clause 10
"Lea Towpath"	towpath shown on the plan attached at Appendix 10
"Local Highway Authorities"	local highway authorities with the powers under Section 1 of the Highways Act 1980 and where appropriate TfL acting in its capacity as highway authority for the TfL Road Network (otherwise known as London's Red Routes)
"London Interbank Market"	the wholesale money market in London for the offering of sterling deposits between commercial banks
"Member"	a member of the OPTEMS Group comprising ODA, the Local Planning Authority, LDA and any of the other organisations listed at paragraphs 3.1.1 to 3.1.7 who satisfies the condition set out at paragraph 1.3;
"ODA OPTEMS Administration Costs"	the amount of £1.381m (one million three hundred and eighty one thousand pounds) (representing the amount provided for within the OPTEMS Contribution which can be applied towards the costs of ODA's (and its consultants' and advisors') participation in and administering the OPTEMS Group) together with interest accumulated thereon and on any part of it to the date of payment out of the OPTEMS Contribution
"OPTEMS Administration Costs"	the amount of £2.021m (two million and twenty one thousand pounds) which shall represent the limit on the amount provided for within the OPTEMS Contribution which can be applied by the ODA towards the costs incurred pursuant to paragraphs 4, 8.2 and 8.3 provided that the amount of the ODA OPTEMS Administration Costs within the OPTEMS Administration Costs shall be no greater than the amount specified in

the definition of ODA OPTEMS Administration Costs

"Olympic Infrastructure Approvals Authority (OITAA)"	Technical	the independent authority responsible for the technical approval of engineering structures and highway designs within the Olympic Park
"OPTEMS"		Olympic Park Transport and Environmental Management Scheme
"OPTEMS Account"		the account to be set up to receive the OPTEMS Contribution in accordance with the terms of this Schedule
"OPTEMS Constitution"		has the meaning given to it in paragraph 1.2 of this Schedule
"OPTEMS Contribution"		sum of £20 million (twenty million pounds) in total to be deposited into the OPTEMS Account as provided for in accordance with paragraph 13 and applied as provided for in accordance with paragraph 11 (and where the context so admits references to the OPTEMS Contribution are references to the balance of the sum described above that remains available for draw down after all previous payments due from the said account have been made)
"OPTEMS Group"		group established pursuant to paragraph 2
"OPTEMS Off Site Schemes"		those junctions identified on the plan attached as Appendix 11 to this Agreement
"OPTEMS Strategy"		document of that name as from time to time prepared, agreed and approved or determined under the Dispute Resolution Procedure pursuant to paragraph 6
"Perimeter Junctions"		those junctions identified as providing direct access to the Site and shown on the plan attached as Appendix 12 to this Agreement
"STIG"		Stratford Transport Implementation Group set up pursuant to either the First Stratford City Planning Permission or (if different) the Stratford City Planning Permission
"Transportation Effects"		any of the following potential transport effects: <ul style="list-style-type: none">a) reassignment of traffic into surrounding areas following closure of roads which currently traverse the Olympic Park;b) potential for increased HGV movements in adjacent residential and/or local community areas;c) additional parking on adjacent roads by construction workers and/or

- spectators;
- d) increased bus journey times and bus diversions due to road closures or increased congestion on the highway network;
 - e) increased use and crowding of the public transport networks and facilities;
 - f) disruption to or need for greater connectivity;
 - g) increased risk of personal injury accidents due to increased vehicle movements;
 - h) disruption to cycle and pedestrian routes;
 - i) any other potential transport effect agreed between the ODA and the Local Planning Authority in either case acting reasonably;

in each case:

- (i) reasonably likely to arise from the Development as initially shown (subject to review) on the following plans attached as Appendices to this Agreement:
 - the plan of the 'Perimeter Junctions' at Appendix 12;
 - the plan of the 'Off Site Junctions' at Appendix 11; and
 - the plan of the 'Area Wide Schemes' at Appendix 13; and/or
- (ii) reasonably likely to arise from the Development in any other area which is identified as a result of the monitoring carried out by the ODA or LDA pursuant to paragraph 12

OPERATIVE PROVISIONS

PART A

1. GENERAL

- 1.1 Without prejudice to the ODA's agreement to other provisions of this Schedule, the commitments of the ODA under this Schedule are comprised in paragraphs 1.4, 2, 3.1, 3.6, 4.1, 4.2, 4.4, 4.7, 6.1, 6.2, 6.4, 6.5, 6.6, 8, 9.1, 9.9, 10, 11, 12.1, 12.2, 13.1 and 13.2 together with such other paragraphs of this Schedule necessary to ensure those provisions are operative.
- 1.2 The constitution of the OPTEMS Group comprises the provisions of paragraphs 3, 4.3 to 4.9 inclusive, 5.1 to 5.3 inclusive, 6, 7, 8, 10, 11, 12, 13 and 14 to this Schedule (together, referred to as the "**OPTEMS Constitution**") together with such other paragraphs of this Schedule necessary to ensure those provisions are operative and such other terms as the ODA and the Local Planning Authority may from time to time agree in consultation with the Chair of OPTEMS in order to ensure the effective operation of OPTEMS.
- 1.3 The ODA, LDA and Local Planning Authority agree that a condition of participating in the OPTEMS Group will be, unless otherwise agreed by the Local Planning Authority and the ODA, that each party invited to become a Member agrees, subject to the statutory restrictions which apply to it to the extent that they prevent its ability to so agree, to be bound by the outcome of the Dispute Resolution Procedure and agrees that the OPTEMS Constitution shall apply to and shall bind it and the other Members of the OPTEMS Group in the context of the operation of the OPTEMS Group.
- 1.4 The ODA, LDA and the Local Planning Authority shall, subject, in each case to any statutory restrictions which may apply to that party, be bound by the terms of the OPTEMS Constitution and agree to participate in the OPTEMS Group in accordance with this Schedule and this will be deemed satisfactory evidence of the agreement of each of these parties as required under paragraph 1.3.

2. Establishment of OPTEMS Group

- 2.1 The ODA shall, at its sole expense, take the steps set out in this Paragraph 2.
- 2.2 Within 30 days of the Commencement Date, the ODA shall:
- 2.2.1 invite all of the organisations listed at paragraphs 3.1.2 to 3.1.6 to become Members in accordance with paragraph 1.3;
 - 2.2.2 nominate three organisations within the ODA's organisation (who shall, unless otherwise indicated by the ODA to the Local Planning Authority, be ODA Town Planning Promoter Team, CLM and ODA Transport) to be representatives of the ODA within the OPTEMS Group and invite each such organisation to nominate one representative within its organisation to be a Member; and
 - 2.2.3 deposit the OPTEMS Contribution into the OPTEMS Account.
- 2.3 In respect of any such organisations who are invited by the ODA pursuant to paragraph 2.2.1 and who decline such invitation, or who accept such invitation but subsequently cease to be involved in the OPTEMS Group for any reason, the ODA shall repeat the invitation to become Members to that organisation on each anniversary of the Commencement Date until the earlier of that organisation accepting such an invitation and the end of the Legacy Transformation Phase.
- 2.4 The ODA shall use Reasonable Endeavours, in accordance with the procedure set out in this Schedule 4, to ensure that the OPTEMS Group shall exist until the end of the Legacy Transformation Phase and the Local Planning Authority shall endeavour in good faith to support the ODA in this respect.

- 2.5 If the OPTEMS Group ceases to exist or if the ODA is unable to ensure the operation of the OPTEMS Group the ODA shall give notice of this to the other Members (the "**Remaining Members**") and any part of the OPTEMS Contribution which remains unspent as at the date of such notice will be re-allocated by agreement between the ODA and any Remaining Members (having due regard to the aims and objectives of the OPTEMS Group as set out in paragraph 5 and paragraph 11 (to the extent that any measures within the current OPTEMS Strategy which have been agreed by the OPTEMS Group have not yet been funded from the OPTEMS Contribution) provided that, if such an agreement cannot be reached within a period of 6 months from the date the ODA gives notice to the Remaining Members that the OPTEMS Group ceases to exist or the date ODA is unable to ensure the operation of the OPTEMS Group (as applicable) such allocation will be determined by the Local Planning Authority having due regard to the aims and objectives of the OPTEMS Group and the type of measures set out in paragraph 5.1.5.
- 2.6 Where any part of the OPTEMS Contribution is to be re-allocated pursuant to paragraph 2.5 the provisions of paragraph 11 will apply (subject to any necessary changes) in relation to any payments from that re-allocated part of the OPTEMS Contribution, save that where any part of paragraph 11.2 requires the submittal to, approval and/or agreement of the OPTEMS Group in respect of any matter, this shall be construed as a submittal to, approval and/or agreement of the Local Planning Authority, ODA, LDA and (unless any of the following organisations actively declines the ODA's invitation to approve and agree such matter) the Host Boroughs, the London Borough of Greenwich and TfL or where they cannot review, agree and/or approve within a period of 6 months from the date ODA gives notice to the Remaining Members that the OPTEMS Group ceases or the date the ODA is unable to ensure the operation of the OPTEMS Group as applicable, as determined by the Local Planning Authority.

3. **OPTEMS Group Membership**

- 3.1 The following organisations will be invited by the ODA to be members of the OPTEMS Group:-
- 3.1.1 the Chair of OPTEMS;
 - 3.1.2 the Local Planning Authority;
 - 3.1.3 Host Boroughs and the London Borough of Greenwich;
 - 3.1.4 London Thames Gateway Urban Development Corporation;
 - 3.1.5 Transport for London;
 - 3.1.6 the LDA;
 - 3.1.7 any third party organisation who is from time to time reasonably required and agreed by the other Members as requiring a vote in any OPTEMS Group meeting and to be invited to become a Member in accordance with paragraph 1.3; and
 - 3.1.8 any third party organisation from time to time reasonably required and agreed from time to time by Members as requiring a non-voting presence in any OPTEMS Group meeting.
- 3.2 Each Member of the OPTEMS GROUP shall be entitled to nominate the following numbers of representatives:
- 3.2.1 the Chair of OPTEMS – himself/herself;
 - 3.2.2 the Local Planning Authority - one;
 - 3.2.3 the ODA - three (as nominated pursuant to paragraph 2.2.2);
 - 3.2.4 the Host Boroughs and the London Borough of Greenwich - one representative each;

- 3.2.5 the London Thames Gateway Urban Development Corporation - one;
 - 3.2.6 Transport for London - two;
 - 3.2.7 the LDA - one; and
 - 3.2.8 third party organisations referred to in paragraph 3.1.7 - one.
- 3.3 All Members shall have the right to participate fully in the carrying out of the aims and objectives of the OPTEMS Group as set out in paragraph 5. If a representative of a Member is unable to attend then a substitute representative for that Member will be permitted upon 5 days prior written notice being given to the Chair of OPTEMS Group, the ODA the LDA and the Local Planning Authority.
- 3.4 In all decisions, each Member representative (with the exception of any representatives of third party organisations who do not have a vote and of the Chair of OPTEMS (who shall only have a vote (which shall be a casting vote) in the event that there is a tie in voting) shall have a single vote.
- 3.5 Membership of the OPTEMS Group will be for a minimum term agreed by the ODA and the Local Planning Authority (acting reasonably) from time to time in order to ensure so far as practicable consistency and continuity in relation to the matters to be undertaken by the OPTEMS Group.
- 3.6 Upon the expiry of any representative's term of office or in the event that any person resigns as a representative of any Member of the OPTEMS Group or is otherwise unable to continue his duties for any reason then the ODA will invite the relevant Member to nominate a replacement representative to replace him or her as a member of the OPTEMS Group.
- 4. The Chair of OPTEMS Group**
- 4.1 The Local Planning Authority and the ODA will within 28 days of the date of this Agreement nominate somebody (having invited suggestions from Members and if not yet Members those organisations listed at paragraphs 3.1.3 to 3.1.5 inclusive) as the interim chair of the OPTEMS Group (the "**Interim Chair**"). The Interim Chair will take the role of the Chair of OPTEMS Group under the OPTEMS Constitution until the appointment of a Chair of OPTEMS Group pursuant to paragraphs 4.2 to 4.9 below.
- 4.2 No later than 3 months after the date of this Agreement the ODA on behalf of the Members will advertise in suitable media using monies claimed from the OPTEMS Account the position of Chair of OPTEMS Group with the objective of appointing a suitable respondent (as contemplated by paragraph 4.3) to such advertisement (or if there is no such respondent to the initial advertisement a respondent to a second or subsequent advertisement) to act as the Chair of OPTEMS Group (and for the purpose of this paragraph 4.2 and paragraph 4.4 "suitable media" and the form and content of the advertisement and the appointment procedure for the position of Chair of OPTEMS Group will be agreed between the ODA and the other Members (or otherwise determined via the Dispute Resolution Procedure) prior to the advertisement being made, having due regard to the requirement for such advertisement to be at a reasonable cost).
- 4.3 The Chair of OPTEMS Group appointed in accordance with paragraph 4.2 must have suitable experience and be an independent individual of acknowledged high calibre and experience in the transport industry. Subject to paragraph 4.4, the Members will as soon as reasonably practicable and endeavouring to do so in any case within 1 month following the closing date for applications for the position of Chair of OPTEMS Group appoint the Chair of OPTEMS Group from among those who have applied for the position.
- 4.4 If the Members agree that none of those who have applied for the position of Chair of OPTEMS Group have sufficient expertise or experience, then within 10 Business Days following the closing date for the receipt of applications pursuant to the advertisement described in Clause 4.2 end of the 3 month period referred to in paragraph 4.2, the position of Chair of OPTEMS Group will be jointly re-advertised in suitable media at the sole expense of the ODA and the procedure set out in paragraphs 4.2 and 4.3 will be repeated.

- 4.5 If following the procedure set out in paragraphs 4.2 to 4.4 no person shall have been appointed as Chair of OPTEMS Group within 8 months of this Agreement, then the Local Planning Authority will nominate one of the representatives for the time being appointed by the Members to OPTEMS pursuant to paragraph 3 to be Chair of OPTEMS Group.
- 4.6 Where the Chair of OPTEMS Group is appointed as a result of the advertisement or re-advertisement of the position pursuant to paragraphs 4.2, 4.4 or 4.8, or is appointed by the Local Planning Authority pursuant to paragraph 4.5 or 4.8, then the terms of the Chair of OPTEMS Group appointment (including his term of office, his conditions of service (which shall include a requirement to observe and perform the functions assigned to the Chair of OPTEMS Group by this paragraph 4 and his reasonable remuneration and agreement to the requirements set out at paragraph 1.3) will be agreed by the Members from time to time.
- 4.7 Where the Chair of OPTEMS Group is appointed as a result of the advertisement or re-advertisement of the position pursuant to paragraph 4.2 or 4.4, then the ODA will be responsible for payment of the Chair of OPTEMS Group's remuneration (and such level of remuneration will be agreed by the Members from time to time), together with any other reasonable expenses properly incurred by the Chair of OPTEMS Group in the discharge of his functions pursuant to this paragraph 4.
- 4.8 In respect of any Chair of OPTEMS Group appointed pursuant to this paragraph 4, then at the end of the Chair of OPTEMS Group's term of office or in the event that the Chair of OPTEMS Group resigns or is otherwise unable to continue his duties for any reason, or if the Chair of OPTEMS Group fails to observe or perform the functions assigned to him by this paragraph 4 then Members will re-advertise the position of Chair of OPTEMS Group and follow the procedure set out in paragraphs 4.2 to 4.5 to appoint a new Chair of OPTEMS Group **PROVIDED THAT** until such time as a new Chair of OPTEMS Group is appointed, or if following the completion of the procedure set out in paragraphs 4.2 to 4.5 no person shall have been appointed as the new Chair of OPTEMS Group, then the Members shall in accordance with the OPTEMS Constitution nominate (or in default of such appointment the Local Planning Authority will nominate) one of the representatives for the time being appointed by the Members to OPTEMS pursuant to paragraph 3.2 to be Chair of OPTEMS Group.
- 4.9 Where the Members or in default the Local Planning Authority has (in accordance with paragraph 4.8) nominated one of the representatives of any Member to be Chair of OPTEMS Group, the Local Planning Authority will procure that such nominated representative observes and performs the functions assigned to the Chair of OPTEMS Group by this paragraph and the Member whose representative or one of whose representatives has been nominated to perform the function of the Chair of OPTEMS shall be entitled to nominate a replacement representative.

5. **Aims and objectives of OPTEMS Group**

- 5.1 The constitution of the OPTEMS Group requires that the OPTEMS Group will have the following aims and objectives, to:
- 5.1.1 review and consider transport mitigation measures in the context of existing transport schemes and programmes in the Lower Lea Valley Area and any wider area affected by the Development together with committed improvements arising from the Development in order to assist Members in achieving, as far as reasonably possible, a coordinated approach to managing the transport network within such area;
 - 5.1.2 effectively manage and bring forward transport schemes, which are community based and local in nature, in a way that supports the Development and seeking to ensure efficient movement across the transport network within such area primarily by identifying and funding mitigation schemes in advance;
 - 5.1.3 assist the Host Boroughs and Adjoining Boroughs in prioritising and programming schemes over time by identifying and implementing mitigation schemes in advance;

- 5.1.4 review and re-assess the Transportation Effects as monitored by the ODA pursuant to paragraph 12;
- 5.1.5 subject to paragraph 5.2, discuss, identify, develop and agree to implement (in accordance with paragraph 6) and make recommendations to relevant Members for the optimal allocation of expenditure from the OPTEMS Contribution in relation to target improvements, measures, studies, surveys, works and monitoring required to be carried out in order to mitigate the Transportation Effects in All Phases in the following categories:-
- (a) bus priority measures to protect bus services from extra traffic delays related to the Development or assist in improving bus services to help meet mode share targets for the Development;
 - (b) footpath and cycle routes and measures, (excluding specifically Greenway and Lea Towpath improvements, which are part of the Development, including Greenway links to Victoria Park) and including:-
 - (i) diversions during the Olympic Construction Phase and Legacy Transformation Phase;
 - (ii) improved connectivity; and
 - (iii) measures to encourage and improve safety or amenity for pedestrian and cycling use;
 - (c) environmental improvement measures (including streetscape);
 - (d) parking management schemes, control measures and enforcement and any other traffic measures designed to support the minimisation of impact to parking;
 - (e) junction measures or alternative measures intended to deal with traffic concerns during All Phases of the Development including any steps or measures to mitigate the direct traffic effects on delay and congestion, road safety concerns, protection of neighbouring areas from traffic, the prioritisation of public transport, and the prioritisation of walking and cycling;
 - (f) infrastructure facilities to accommodate diverted public transport services during the Olympic Construction Phase and Legacy Transformation Phase;
 - (g) provision of mitigation routes necessary to facilitate road closures related to the Development (which may include provision and upgrade of routes);
 - (h) wider traffic management and traffic calming measures to tackle the effects of increased traffic or parking including safety measures;
 - (i) additional monitoring and necessary studies to assess detailed impacts and identify appropriate mitigation measures;
 - (j) to co-ordinate schemes in conjunction with other transport groups such as STIG including (but with the following functions funded from the OPTEMS Contribution):-
 - (i) to review the potential cumulative impact from forthcoming but not already assessed other developments in the Lower Lea Valley Area (with eligibility criteria to be determined by the OPTEMS Group)

alongside All Phases of the Development to which the operation of OPTEMS is required;

- (ii) to consider and propose (with a programme for implementation) integrated transport solutions and prioritisation of those solutions, with the OPTEMS Group proposing an amount of funding which should come from each of the OPTEMS Group Members as appropriate (and their successors in title and function within the Lower Lea Valley Area);
 - (iii) to seek to minimise programme impacts through effective co-ordination;
 - (iv) to formulate a process for reviewing implementation and agreeing further measures and funding if required.
- (k) if the CTMG ceases to exist in accordance with paragraph 9.8, works of the type specified in paragraphs 9.4.1 to 9.4.7 inclusive.

5.1.6 incorporate the result of the exercise of the OPTEMS Group functions described at paragraphs 5.1.5(a) to 5.1.5(k) into a document, to be updated and agreed on a yearly basis in accordance with paragraph 6 (the "**OPTEMS Strategy**").

5.2 A required mitigation measure of the type described in paragraph 5.1.5 shall not be considered to fall within the aims and objectives of the OPTEMS Group if it can be reasonably demonstrated that such measure(s) falls within one of the following categories:-

5.2.1 (except where paragraph 5.1.5(k) applies in respect of any period that the CTMG ceases to exist in accordance with paragraph 9.4 of this Schedule), the measures directly required to accommodate the operational requirements of construction as defined through the CTMG (including those set out in paragraph 9.4) and the developing CTMP, provided always that, where indirect effects are identified during construction as a result of reassignment of flows due to these construction requirements any additional or enhanced, works will be allocated to the scope of the OPTEMS Group.

5.2.2 either:-

- (a) the direct operational requirements of the Olympic Park which are required for either or both of the duration of the Games or the Legacy Transformation Phase; or
- (b) the Olympic Transport Plan schemes required for the Olympic Route Network which are to be implemented through the Olympic Transport Plan

provided always that where Transportation Effects in relation to 5.2.2(a) and (b) above have been identified in connection with the Legacy Transformation Phase any associated additional or enhanced works will be allocated to the scope of the OPTEMS Group;

5.2.3 measures within the Site;

5.2.4 the Stratford City offsite schemes identified through the Stratford City Planning Permission and associated legal agreements, unless they are in relation to the junctions shown in the plans attached at Appendix 11 and Appendix 12 in which case the OPTEMS Group will review whether additional measures are required as a result of the Development and how a composite scheme may be capable of being developed for implementation such as to enable the Development to proceed and the Stratford City Development to proceed as contemplated by paragraph 5.1.5(j) of

this Schedule and the appropriate level of OPTEMS funding would reflect any additional requirements which would not have arisen but for the Development.

5.3 The ODA, the LDA and the Local Planning Authority agree that, when carrying out the functions referred to in paragraph 5.1, the OPTEMS Group will have regard to the following objectives:-

- 5.3.1 the desirability of making proper preparation for the Olympic Games and Paralympic Games;
- 5.3.2 the desirability of maximising the benefits to be derived after the Olympic Games and Paralympic Games from things done in preparation for them and where possible of providing legacy community benefits;
- 5.3.3 a commitment to the sustainability of the Development;
- 5.3.4 mitigation of the impact of the Development on local transport infrastructure;
- 5.3.5 the relationship between the measures being considered at paragraph 5.1.5 and the Olympic Transport Plan;
- 5.3.6 the efficient and effective application of funding (including any funding other than the OPTEMS Contribution which may be available) available to Members for transport and related improvements in the vicinity of the Development;
- 5.3.7 the maximisation of any funding other than the OPTEMS Contribution available for any of the works or measures described in the OPTEMS Strategy Provided that this objective shall not constitute an obligation on the part of Members to provide funding or bear costs in addition to the OPTEMS Contribution.;
- 5.3.8 the Development's relationship to existing transport schemes and programmes together with committed improvements arising from other developments in order to ensure a coordinated approach to manage the transport network;
- 5.3.9 a focus on transport schemes which are community based and local in nature, in a way that supports the Development and ensures movement across the transport networks;
- 5.3.10 providing assistance to the Host Boroughs and Adjoining Boroughs in prioritising and programming schemes over time by identifying and funding mitigation in advance;
- 5.3.11 ensuring that wherever achievable the mechanisms for procuring works do not incur (or if they cannot avoid necessarily incurring limit so far as practicable) the incurring of irrecoverable VAT or unmitigatable tax liability; and
- 5.3.12 the statutory and regulatory framework in relation to a proposed measure and any statutory powers, obligations and restrictions upon any Member(s) having a relevant statutory interest and/or a material commercial interest in relation to any proposed measure.

5.4 The ODA confirms that the calculation of the OPTEMS Contribution has been made in accordance with the principle that the OPTEMS Contribution represents the ODA's fair and reasonable contribution to the initiatives identified within paragraph 5.1.

6. **OPTEMS Strategy**

6.1 No later than 5 months before each anniversary of the Commencement Date, the ODA agrees that it will formally present a draft report to the OPTEMS Group (the "**Draft OPTEMS Strategy**"). The Draft OPTEMS Strategy should incorporate the results of the OPTEMS Group exercising its

functions as set out at paragraph 5.1.5 and will list specific measures which lie within any of the categories described at paragraph 5.1.5(a) to (k) inclusive.

6.2 The Draft OPTEMS Strategy should, as a minimum, include:

- 6.2.1 a report on progress on implementing the previous OPTEMS Strategy and the physical progress of schemes as well as an update on any previously identified schemes which have been agreed by the OPTEMS Group as no longer being required to be carried out for any reason;
- 6.2.2 a financial report setting out (i) expenditure already incurred or committed (less any commitments identified as no longer being required), (ii) a reconciliation of expenditure against the OPTEMS Contribution, (iii) the remaining balances, (iv) total OPTEMS Administration Costs; (v) total ODA expenditure incurred in relation to paragraph 8 together with a reconciliation of such amount against the ODA OPTEMS Administration Costs and (vi) an update on any Members currently implementing OPTEMS measures who have reasonably requested additional monies in relation to such measures;
- 6.2.3 a report on monitoring information gathered pursuant to paragraph 12 and any relevant studies undertaken and a report (if relevant) on any changes proposals or improvements in transport modelling as a consequence of new or updated modelling monitoring information or assumptions;
- 6.2.4 a statement of any transport policy changes affecting any of the Members or any proposed schemes;
- 6.2.5 phased proposals for further activity and measures identifying year of planned implementation and process for obtaining Requisite Consents and the implementation agencies with a financial plan reconciled to the remaining OPTEMS Contribution;
- 6.2.6 a report summarising the outcome of the CTMG exercising its functions as set out at paragraph 9 (to the extent CTMG still exists); and
- 6.2.7 in respect of any such reports produced following the end of 2012, a report on the needs of the Legacy Transformation Phase and consideration/proposed measures to deal with the integration and co-ordination of the Legacy Masterplan Framework and proposed Legacy Communities Development.

6.3 Following receipt of the Draft OPTEMS Strategy pursuant to paragraph 6.1, each OPTEMS Group Member will have 4 weeks in which it may provide comments to the ODA on such Draft OPTEMS Strategy. In preparing such comments each Member will have due regard to the functions and objectives of the OPTEMS Group as set out at paragraph 5 and the ODA will have due regard to these comments in preparing the OPTEMS Strategy to be submitted pursuant to paragraph 6.4.

6.4 No later than 3 months prior to each anniversary of the Commencement Date, the ODA agrees that it will present the OPTEMS Strategy to the OPTEMS Group for its recommendation and approval in accordance with paragraphs 6.5 to 6.6 inclusive.

6.5 A meeting will be convened by the ODA within one month of receipt of the OPTEMS Strategy pursuant to paragraph 6.4 in order for the OPTEMS Group Members to recommend the report to the OPTEMS Group Chair for approval for subsequent submission to the Local Planning Authority. Any objections to the draft OPTEMS Strategy must be accompanied by appropriate reason(s) and substantiation (where appropriate). In the event that the draft OPTEMS Strategy is not recommended in accordance with the procedure at paragraph 7 at that meeting, the ODA will have 14 days to either:-

- 6.5.1 amend the draft OPTEMS Strategy to take account of the objection (in which case the amended parts of the draft OPTEMS Strategy will be re-presented to OPTEMS for recommendation and the provisions of this paragraph 6.5 will re-apply); or
- 6.5.2 provide its detailed response to the objection and the reasons it disagrees with the objection, in which case if the response is not accepted by OPTEMS the Chair will refer the matter to the Dispute Resolution Procedure for final resolution. In any event if the draft OPTEMS Strategy has not been recommended by the OPTEMS Group prior to one month before each anniversary of the Commencement Date then any dispute between Members shall be referred to the Dispute Resolution Procedure by the Chair for final resolution. In such event the Chair shall ask the Expert to determine the dispute seeking to do so prior to the anniversary of the Commencement Date as far as reasonably practicable.
- 6.6 The ODA agrees that, if it is necessary for the Members to carry out works or measures which have not been approved by the OPTEMS Group and/or which are the subject of the Dispute Resolution Procedure, then, should such works or measures subsequently become the subject of an approved OPTEMS Strategy (whether by agreement by the OPTEMS Group or by operation of the Dispute Resolution Procedure) such relevant Member (as appropriate) will be entitled to claim its reasonable and proper costs of carrying out such works or measures from the OPTEMS Contribution.
- 6.7 The constitution of the OPTEMS Group will require that the Members (as appropriate to their respective roles and functions in any case and without unlawfully fettering any statutory powers or duties) will be responsible for implementing the measures outlined in the approved OPTEMS Strategy as provided for in and subject to this Schedule and that measures identified in the OPTEMS Strategy will be implemented by the relevant Member, subject to having secured Requisite Consents and any restrictions on implementation provided it is not agreed by the OPTEMS Group that such measure is no longer required and will require that all relevant Members agree to use Reasonable Endeavours to secure the Requisite Consents and implement such measures.
- 6.8 The responsibilities of the Members, as referred to in paragraph 6.7 are subject to receipt of the relevant funds pursuant to this Schedule and also subject to agreement, where appropriate, with the other Members, transport providers and other operators and/or local authorities as appropriate.
- 6.9 With effect from the date that the OPTEMS Strategy is approved by the Planning Authority after referral by the Chair of the OPTEMS Group, all references in this Schedule to the OPTEMS Strategy shall be deemed to refer to the current and approved OPTEMS Strategy as so approved.
- 7. Meetings of OPTEMS**
- 7.1 Subject to paragraph 7.2 recommendations may only be made by the OPTEMS Group on the basis of a majority vote and shall be consistent with the aims and objectives of the OPTEMS Group set out at paragraph 5.
- 7.2 Each of the Members' representatives will (subject to paragraph 3) be entitled to one vote and in the event of a tie, the Chair of the OPTEMS Group will have the casting vote provided always that if a suggested measure is in relation to any asset or property in respect of which any Member(s) hold(s) a statutory power or duty which cannot be lawfully fettered or material commercial interest then the approval of such a measure will require that those relevant Member(s) consent to such measure.
- 7.3 The OPTEMS Group will meet at least bi-monthly in every year (or more frequently if reasonably requested by the ODA, the Local Planning Authority or any of the other Members), the first such meeting to take place within 4 months following the Commencement Date, and meetings will take place at a convenient location in Stratford to be agreed by the ODA, the Local Planning Authority and the other Members from time to time, unless it is impracticable on any occasion to do so in which case the relevant meeting will take place at an alternative location agreed by the ODA, the Local Planning Authority and the other Members.

- 7.4 In respect of each bi-monthly meeting of the OPTEMS Group as referred to in paragraph 7.3, the Chair of OPTEMS Group will:-
- 7.4.1 give at least 10 Business Days prior notice of the date and time of the meeting to each Member of the OPTEMS Group; and
 - 7.4.2 invite each Member to notify the Chair of OPTEMS Group of any items that such Member wishes to place on the agenda for consideration at such meeting.
- 7.5 The agenda for each meeting of the OPTEMS Group will comprise any matter which is required to be submitted or referred to the OPTEMS Group under this Schedule at the next available meeting in accordance with paragraph 7.10, any additional items which the Chair of OPTEMS Group considers should be included on the agenda and any other items notified by any other Member of OPTEMS Group pursuant to paragraph 7.4.2 at least 10 Business Days prior to the date of the meeting.
- 7.6 As a minimum, the agenda for each bi-monthly meeting shall consider:
- 7.6.1 a progress report on implementation of the OPTEMS Strategy showing physical and financial progress and forecasts for the remainder of the relevant year and (if relevant) an update on any schemes which will no longer be required or which have not received the necessary statutory/regulatory approvals or consents required to proceed;
 - 7.6.2 updated monitoring information and (if relevant) a report on proposals or changes or improvements to transport modelling as a result of new or updated monitoring information or assumptions;
 - 7.6.3 any changes in the transport policy affecting any Member;
 - 7.6.4 any requirements for urgent mitigation measures not included in the OPTEMS Strategy or to be included at a later date in the draft OPTEMS Strategy but proposed to be undertaken prior to the next anniversary of the Commencement Date;
 - 7.6.5 an update on the activities of the CTMG including monitoring information and relevant findings/recommendations/planned measures decided by the CTMG in accordance with paragraph 9;
 - 7.6.6 any suggested recommendations within the scope set out at paragraph 9.4 which any Member(s) reasonably suggests should be made to CTMG provided always that such recommendation shall only be made to the CTMG (via the ODA) if agreed by the OPTEMS Group.
- 7.7 In respect of any other meeting of the OPTEMS Group as referred to in paragraph 7.3, the party requesting the meeting will notify the Chair of the OPTEMS Group and all other Members in writing of the request for the meeting and will accompany such notice with details of the item or items to be considered at the meeting.
- 7.8 Following notification of a meeting request pursuant to paragraph 7.7, the Chair of the OPTEMS Group will convene a meeting of the OPTEMS Group and will serve notice of the date and time of such meeting on all Members of the OPTEMS Group, such meeting to take place within a period of 10 Business Days of receipt of the request for a meeting and the agenda for the meeting will comprise the matters which the party requesting the meeting wishes to be considered, any other items which the Chair of the OPTEMS Group considers should be included on the agenda and any other items notified by a Member of the OPTEMS Group to the Chair of the OPTEMS Group at least 5 Business Days prior to the date of the meeting.
- 7.9 The Chair of the OPTEMS Group shall circulate the agenda and associated papers for each meeting of the OPTEMS Group at least 5 Business Days prior to the meeting and will keep the

minutes of every such meeting and circulate copies of the same to Members within 5 Business Days of such meeting taking place.

- 7.10 Where in this Schedule any matter is required to be submitted or referred to the OPTEMS Group, then this will be construed as a requirement that the matter be submitted or referred to the OPTEMS Group at the next available bi-monthly meeting of the OPTEMS Group unless any party, including the Chair of the OPTEMS Group, considers it appropriate for the matter to be referred to an earlier meeting convened in accordance with paragraphs 7.7 and 7.8.

8. Costs and expenses of OPTEMS Group and ODA Costs

- 8.1 The ODA will be responsible for the costs of convening meetings, making available accommodation for meetings and all other reasonable administrative expenses as part of the OPTEMS Administration Costs (excluding the costs of actual participation at OPTEMS Group meetings, Member officer time or salaries, and review and approval of the OPTEMS Strategy and any drafts of it) directly and properly incurred by Members in relation to the OPTEMS Group. No Member other than the ODA (and in accordance with this Schedule the LDA) will be responsible for any OPTEMS Administration Costs and without prejudice to the ODA's payment of the OPTEMS Contribution this Agreement will not make any Member liable in respect of any works which are procured by any Member except for the Member which has procured such works.
- 8.2 In addition to being responsible for paying to the Chair of the OPTEMS Group the remuneration and other reasonable expenses referred to in paragraph 4, the ODA will also be responsible for payment of any reasonable general management costs of the OPTEMS Group as part of and so long as they do not in total exceed the OPTEMS Administration Costs.
- 8.3 Subject to paragraph 8.4, the ODA shall be entitled to withdraw, in accordance with paragraph 13.2 of this Schedule, payment from the OPTEMS Contribution in relation to any amount payable by it pursuant to and subject to paragraphs 8.1 and 8.2 or for any reasonable and substantiated costs of professional fees and/or direct internal costs which are referable to the OPTEMS Group, its establishment, operation or administration (except in relation to anything in relation to the CTMG under paragraph 9) as part of and so long as they do not in total exceed the OPTEMS Administration Costs.
- 8.4 If the total of the ODA's own costs and expenses (including those of any consultants or advisors of the ODA) exceeds the allowance made in the definition of the ODA OPTEMS Administration Costs, the ODA shall not be entitled to request funds in respect of such costs from the OPTEMS Contribution and the ODA shall bear any of the ODA's own costs and expenses (including those of any consultants or advisors of the ODA) of participating in the OPTEMS Group which exceed the ODA OPTEMS Administration Costs.

9. Construction Transport Management Group Operation

- 9.1 The ODA agrees to use Reasonable Endeavours to set up administer and fund the implementation of the CTMG and also agrees that the constitution of the CTMG will reflect the provisions of this paragraph 9. The CTMG shall operate as a closely related group of the OPTEMS Group and comprise representatives of the Host Boroughs, the ODA, the Local Planning Authority, TfL, the Metropolitan Police (traffic management), CLM and (on request) the London Borough of Greenwich. Other representatives from other organisations (or other divisions of existing organisations represented at the CTMG) may be asked to attend by CTMG participants as required and where necessary one representative from every other organisation (or other division of an existing organisation represented at the CTMP) may attend to ensure that the range of topics covered can be dealt with by the relevant representative (e.g. the Highways Agency, any division of TfL, Network Rail/train operators, British Waterways, construction contractors in relation to the Olympic Development, London and Continental Stations and Property, the Stratford City Developer).
- 9.2 The Local Planning Authority shall use Reasonable Endeavours to participate in the CTMG in accordance with paragraphs 9.3 to 9.9 below:

- 9.3 The CTMG shall consider and agree procedures to enable transport and traffic management schemes to be developed, reviewed and approved for implementation or construction of the Development.
- 9.4 The CTMG shall consider transport planning issues and traffic management issues relevant to the Development in the Olympic Construction Phase. Initially this will include:-
- 9.4.1 implementation of road closures and associated signing for traffic, pedestrians and cyclists;
 - 9.4.2 implementation of direction signing to worksites, including emergency access;
 - 9.4.3 schemes necessary to ensure the delivery of the workforce to the construction areas and management of operational, traffic or parking impacts;
 - 9.4.4 highway works necessary for the movement of construction vehicles, including the design and layout of access points to the construction sites from the highway;
 - 9.4.5 measures proposed for implementation and enforcement of parking controls on the highways required during the Olympic Construction Phase, Games Phase and Legacy Transformation Phase;
 - 9.4.6 travel demand management measures related to construction; and
 - 9.4.7 monitoring of construction traffic volumes and routeing and provision of workforce travel arrangements.
- 9.5 The CTMG shall receive a timetable of transport and traffic management schemes necessary in the opinion of the ODA or CLM for construction to proceed and have regard to the overall timetable for construction activities to achieve completion of the main construction works for the Olympic Development by June 2011, the overlay and commissioning of the Olympics Venues, Olympic Village and the IBC/MPC.
- 9.6 The CTMG shall receive and comment on the Construction Transport Management Plan (“**CTMP**”) and any necessary interface with the Code of Construction Practice. The CTMP will be the agreed reference document with regard to the design and implementation of transport and traffic management schemes for construction activities in relation to the Development. It is envisaged that the CTMP will be revised periodically during construction activities or addenda issued as appropriate and provided to the Local Planning Authority for approval.
- 9.7 The CTMG shall aim to meet monthly or as CTMG members otherwise agree. The meeting will be chaired and minuted by CLM.
- 9.8 CTMG will be disbanded at the start of the Legacy Transformation Phase unless alternative arrangements are agreed between the ODA and Local Planning Authority. In the absence of alternative arrangements, the OPTEMS Group’s responsibilities will be widened to include the scope of CTMG above as may be relevant to the Legacy Transformation Phase
- 9.9 The ODA shall include any recommendations which are in the scope of paragraph 9.4 which have been agreed by the OPTEMS Group in relation to CTMG as an agenda item at the next CTMG meeting and shall, subject to any statutory restrictions, use Reasonable Endeavours to implement such recommendation. If the ODA does not implement any such recommendation for any reason, the Local Planning Authority shall be entitled to refer the matter to the Dispute Resolution Procedure for final resolution and the ODA and the Local Planning Authority shall, subject to any statutory restrictions, both be bound by such decision and give effect to it.
10. **Periodic review of the OPTEMS Group**
- The operation of the OPTEMS Group will be reviewed annually by the ODA and the Local Planning Authority until the end of the Legacy Transformation Phase of the Development and any changes

agreed by them will be implemented as soon as reasonably practicable by the Chair of the OPTEMS Group.

11. **Payments from the OPTEMS Contribution**

- 11.1 Payments from the OPTEMS Contribution will be made by the ODA from the OPTEMS Account in accordance with the provisions of this paragraph 11 (except in relation to requests by the ODA pursuant to paragraph 8.3) and, at all times in accordance with the procedure set out at paragraph 13.2 to this Schedule.
- 11.2 Within 10 Business Days of receipt by the ODA of a request in writing from the Local Planning Authority for payment of part of the OPTEMS Contribution for the purpose of any works or measures of any kind identified in the OPTEMS Strategy approved in accordance with paragraph 6 or as otherwise approved by the OPTEMS Group, the ODA agrees that it shall (subject to the provisions of paragraph 11.3 and to the provisions of paragraph 14) pay to that party from the OPTEMS Account the amounts payable in accordance with paragraphs 11.3 and 11.4 in respect of that request **PROVIDED THAT** no such request may be made prior to the Commencement Date.
- 11.3 Payments from the OPTEMS Contribution which are for the purpose of any works or measures identified in the OPTEMS Strategy approved in accordance with paragraph 6 or other urgent measures/works as approved by the OPTEMS Group and that fall within the categories and satisfy the criteria in paragraph 5.1.5 will be paid from the OPTEMS Account subject to:-
- 11.3.1 detailed proposals for the works or measures to be carried out having been submitted to and approved by the OPTEMS Group;
 - 11.3.2 all Requisite Consents required to enable the proposed works or measures to be carried out and completed having been secured and reasonable evidence of such consents having been provided to the ODA (unless and to the extent that paragraph 11.4 applies);
 - 11.3.3 a detailed cost plan setting out the costs of the proposed works or measures (including designing the works or measures, any associated works to services and/or utilities, professional fees and the costs of tendering and entering into any contract in respect of the works or measures) having been prepared by the ODA, or the relevant Member(s) (depending on which party is to carry out the works or implement the measures less any amounts already provided pursuant to paragraph 11.4 and **PROVIDED THAT** the OPTEMS Group may agree that the cost plan should be prepared by another party) and approved by the ODA (such approval not to be unreasonably withheld or delayed) and in relation to works to be carried out or measures to be implemented by the ODA, the cost plan shall be agreed with the relevant Members);
 - 11.3.4 the ODA not being required to pay to the relevant Member more than the amount specified in the detailed cost plan less any third party funding available for the same purpose unless otherwise agreed by the OPTEMS Group in accordance with paragraph 6.6;
 - 11.3.5 payments being phased so that they are made only as required by need (having regard to the phased programme for the construction of the Development and the payment profile under any contracts for construction of works) on a basis agreed by the ODA and the relevant Member and, where appropriate, by TfL;
 - 11.3.6 any Member who receives funding from the OPTEMS Contribution in accordance with this paragraph 11 shall report to the OPTEMS Group on and provide substantiation of its actual incurred costs within a reasonable period (not to exceed 3 months) following implementation of the agreed measure(s) in respect of which such funding was provided. In the event that a surplus of funding from the OPTEMS Contribution is identified through this process of substantiation, such surplus shall be deducted from the funding for future measures to be undertaken by that Member (or

if there are no such future planned measures identified within 12 months of such surplus being notified to that Member by the ODA, such Member shall refund the relevant part of the OPTEMS Contribution to the OPTEMS Account (with any accrued interest on the amount thereon) within 42 days of written demand) and such sum shall form part of the OPTEMS Contribution;

11.3.7 in the event that a Member fails to comply with the provisions of paragraph 11.3.6 then it will be assumed that the agreed measures have not been carried out and funding for future planned measures to such Member will be reduced by the amount paid for all schemes for which substantiation has yet to be provided (or if there is no substantiation provided to the ODA or no such future planned measures identified within 3 months of the Member being notified by the ODA of such failure to comply, such Member shall refund the relevant part of the OPTEMS Contribution to the ODA within 42 days of written demand);

11.3.8 where measures/works of the type anticipated in paragraph 5.1 of this Schedule are determined by the OPTEMS Group to be implemented by a Member but have not been included in the OPTEMS Strategy then the OPTEMS Group may agree to fund such measure without it being in the OPTEMS Strategy (but if not the relevant Member shall consider providing temporary funding in advance of funding by the ODA in the subsequent year's OPTEMS Strategy). Such additional measures will be included in the next OPTEMS Strategy and, following this, funding will be provided from the OPTEMS Contribution in accordance with this paragraph 11 (provided that, in the case of measures which have already been implemented at the Member's own cost, funding will be made on the basis of its substantiated actual costs);

11.3.9 (in all cases) the OPTEMS Account remaining in credit after the requested payment is made and in the case of the requested payment which would put the OPTEMS Account into debit that payment shall be made in part sufficient to leave the OPTEMS Account with a zero balance upon which the OPTEMS Account shall have been exhausted (subject to any refunds or other payments to the OPTEMS Account which may yet under the terms of this Schedule be paid into the OPTEMS Account), the OPTEMS Contribution shall have been paid in full and paragraphs 14.1 and 14.2 shall apply;

11.3.10 all cost plans for works or measures shall disclose the extent any irrecoverable VAT is included in such cost plans, whether the relevant Member(s) propose charging VAT and in either case the basis of such treatment and ODA and the other relevant Member(s) shall use Reasonable Endeavours to avoid incurring any such irrecoverable VAT.

11.4 Where funding is required by a Member to procure any initial design, consultation or feasibility studies before it can receive the Requisite Consents or otherwise implement the requirements of paragraphs 11.2 to 11.3 in respect of a measure agreed in the OPTEMS Strategy then the ODA shall (subject to the same terms as set out in paragraph 11.3) make an initial payment from the OPTEMS Account to that Member in respect of that Member's reasonable estimated costs in respect of such design, consultation or feasibility studies.

11.5 On reasonable request by a Member, the ODA shall, so far as reasonably practicable, provide any necessary technical assistance in relation to such feasibility works.

12. **Monitoring and Review**

12.1 The ODA will submit a report to the OPTEMS Group every 12 months, the first such report to be submitted to the OPTEMS Group not later than 6 months prior to the first anniversary of the Commencement Date, outlining and updating the Transportation Effects (or, as appropriate, in relation to sub paragraph (iii) of the definition of "Transportation Effects", identifying new areas in which such Transportation Effects have been identified or are reasonably likely to arise as a result of the Development) which have been identified over the preceding 12 month period and containing the following information:-

- 12.1.1 the number of cars using each of the car parks including temporary facilities within the Development and information and (so far as possible as a result of the ODA requesting information from the relevant Host Borough) on the number of cars using the car parks forming part of the Stratford City Development;
 - 12.1.2 the results of detailed modelling undertaken in relation to the Development, including where appropriate taking account of any recent developments changes proposals or improvements to transport modelling as a result of new or updated modelling monitoring information or assumptions;
 - 12.1.3 controlled parking zone usage on the Development derived from ticket and observation data and information from the relevant Host Borough on controlled parking zone usage and other parking information in areas in the vicinity of the Development;
 - 12.1.4 classified vehicle cycling and pedestrian count data in relation to each of the Site boundary roads, to be monitored by the ODA;
 - 12.1.5 any additional vehicle, cycling or pedestrian count data in relation to other roads in the vicinity of the Site available to the ODA;
 - 12.1.6 provision and use of transport services for use by workers at the Site, to include shuttle bus services and any park-and-ride services;
 - 12.1.7 the amount of the Site that has been developed and the split of land use, letting and occupation statistics;
 - 12.1.8 available bus usage data from TfL reasonably relating to the Development and/or to OPTEMS and any additional bus usage data derived from monitoring carried out by the ODA, to be agreed with the relevant OPTEMS Group Members (and where such monitoring is carried out by the ODA, it will be carried out in accordance with monitoring measures to be agreed by the OPTEMS Group Members to assess bus usage on key bus corridors);
 - 12.1.9 the usage of cycle parking, motor cycle parking and taxi ranks to be monitored by the ODA;
 - 12.1.10 workforce, venue and development attendance and mode share figures;
 - 12.1.11 any further data that may be available to assess the characteristics of people using the Development;
 - 12.1.12 accident data on site and adjacent roads and on key routes to and from the Site; and
 - 12.1.13 information on public comment and complaints regarding transport and traffic impacts of the Development.
- 12.2 The ODA agrees that any such information will be provided in a format which will allow it to be used for the purposes of the TRAVL database utilised by TfL (such database as at the Commencement Date or any other replacement database which has an equivalent function to the TRAVL database and is notified and reasonably evidenced by TfL to the OPTEMS Group as replacing the previous functions of the TRAVL database in the context of TfL's business).
- 12.3 Each review and update of the OPTEMS Strategy under paragraph 6.1 will take into account the information contained in the reports submitted to OPTEMS by the ODA pursuant to paragraph 12.1.

13. **OPTEMS Account**

13.1 *Establishing and Operating the OPTEMS Account*

- 13.1.1 The ODA and the Local Planning Authority shall set up the OPTEMS Account within 28 days of the date of this Agreement for the purpose of receiving the OPTEMS Contribution.
- 13.1.2 The ODA shall ensure that the OPTEMS Account shall be in the name of the Olympic Delivery Authority.
- 13.1.3 The ODA shall ensure that the OPTEMS Account shall be of a kind that attracts interest at no less than the rate that can be secured for deposits on the London Interbank Market for withdrawal at one month's notice.
- 13.1.4 The Local Planning Authority and the ODA shall each nominate two signatories who may sign mandates for withdrawals from the OPTEMS Account, one of which from each of the Local Planning Authority and the ODA must sign such mandates for withdrawals to be made.
- 13.1.5 Monies shall from time to time be drawn down from and paid out of the Account in order to make payments under paragraphs 8.3 and 11.
- 13.1.6 The ODA and the Local Planning Authority shall request from the institution administering the OPTEMS Account that they send an itemised statement detailing all interest accruing to and all payments out of the OPTEMS Account monthly to both the ODA (for the attention of: Neil Lees) and the Local Planning Authority (for the attention of: the Head of Development Control).
- 13.1.7 The interest accruing in the OPTEMS Account will form part of the OPTEMS Contribution.
- 13.1.8 Any Corporation Tax arising or interest accruing in the OPTEMS Account shall be paid by the ODA and shall not be payable out of the OPTEMS Account.

13.2 *Mechanics for draw down from OPTEMS Account*

- 13.2.1 The ODA and the Local Planning Authority shall ensure that the OPTEMS Account shall not be allowed to carry a debit balance unless (acting reasonably) the ODA and Local Planning Authority agree that:
- (a) there are any refunds or other payments to the OPTEMS Account which under the terms of this Schedule are to be paid into the OPTEMS Account such that the OPTEMS Account will only have a debit balance (which may not in any event be for a sum greater than the sum of the payment due) for not more than 42 days; and
 - (b) payment (and any related interest and bank charges) would not cause paragraph 14.2 to be breached or if already breached (temporarily) pursuant to paragraph 13.2.1 (a) would not be breached further
- and in such circumstances any bank charges or interest payments resulting from any such debit balance shall be attributed to a Member as the OPTEMS Group so directs
- 13.2.2 Draw down from and payments out of the OPTEMS Account shall be by joint instruction of the ODA and the Local Planning Authority requiring one signature from each
- 13.2.3 The ODA and the Local Planning Authority shall act promptly and in any event within 10 Business Days in relation to any request for payment from the OPTEMS Account made by one to the other

13.2.4 In the event of any dispute over payment the matter may be referred to an Expert under the Dispute Resolution Procedure on terms that the Expert shall have authority to execute any documentation necessary to achieve payment should the losing party fail to execute a relevant payment authorisation within 7 Business Days of the Expert's decision.

13.3 *Closure of the OPTEMS Account*

Subject to the provisions of paragraph 13.2.1, on the date that the OPTEMS Account ceases to have a credit balance of more than £1 (£one pound) the OPTEMS Account shall be closed and all funds remaining to its credit shall be paid to the ODA.

14. **Liability**

14.1 Except in regard to the ODA's ongoing obligation to pay funds already committed to be spent out of the OPTEMS Contribution in accordance with and subject to the limitations this Agreement, all liability of the ODA under this Schedule shall cease at the end of the Legacy Transformation Phase.

14.2 Except in relation to any costs arising under paragraphs 4, 8.4, 9 and 13.1.8, the maximum total liability of the ODA under this Schedule shall not exceed £20,000,000 (twenty million pounds) (being the OPTEMS Contribution).

14.3 Nothing shall require the ODA or the LDA to agree to consent to and nor shall any finding of the Dispute Resolution Procedure require the ODA or the LDA to agree to any works within the Site or which would materially prejudice any access to the Site which would be likely to cause a material delay to the ODA's programme for delivery of the Olympic Development.

14.4 The liability of the LDA under this Schedule shall cease on the earlier of the dates specified in paragraph 1 of Part B to this Schedule and for the avoidance of doubt it is hereby agreed and declared that the LDA shall have no liability whatsoever (either before or after the end of the Legacy Transformation Period) under this Schedule to contribute to the whole or part of the OPTEMS Contribution nor shall it be liable or responsible for the actual carrying out (or procuring the carrying out) of any works except administration of the OPTEMS Contribution.

Part B

1 The LDA agrees, subject to any statutory restrictions which apply to it to be bound by the terms of the OPTEMS Constitution so far as is relevant to it (and this agreement will be deemed to be satisfactory evidence of the agreement of the LDA in accordance with paragraph 1.3 of Part A to this Schedule) and shall use Reasonable Endeavours, in accordance with the procedure set out in this Schedule, to ensure that the OPTEMS Group shall continue to operate from the end of the Legacy Transformation Phase in accordance with the provisions in this Schedule and shall meet the costs referred to in paragraphs 4, 8.1 and 8.2 (but only insofar as they shall arise after the end of the Legacy Transformation Period and in the case of paragraphs 8.1 and 8.2 not from the OPTEMS Contribution) until the earlier of the occurrence of the following dates:

1.1 the date on which the Local Planning Authority certifies that the mitigation works attributable to Development in All Phases have been completed; or

1.2 the date on which the whole of the OPTEMS Contribution has been spent; or

1.3 the date on which the Local Planning Authority certifies that the residue of the OPTEMS Contribution is so small that it cannot reasonably be applied to carry out any measures for which the OPTEMS Contribution could be applied under the provisions of this Schedule; or

1.4 until a period of 24 months following the date the last of the Legacy Venues to be occupied post Games is first occupied after the Games; or

- 1.5 the date a replacement group to the OPTEMS Group is established to operate in the Legacy Phase in relation to the Legacy Communities Development (or as otherwise approved by the Local Planning Authority)

PROVIDED THAT if the LDA shall become responsible for the administration and payment of costs pursuant to the preceding paragraph in respect of the OPTEMS Group it shall inherit the ODA's rights (including the ODA representatives' attendance and voting rights in respect of the OPTEMS Group save that the LDA shall have no more than 3 representatives in total in the OPTEMS Group) and obligations (in relation to the administration of the OPTEMS Group and payment of the costs arising for which the LDA shall be liable under this Part B of this Schedule) and the ODA's rights and commitments (save those relating to any existing liability of the ODA to pay the OPTEMS Contribution) shall terminate forthwith.

- 2 The LDA shall continue to monitor the Transportation Effects in accordance with the ODA's commitments under paragraph 11 of part A of this Schedule until the occurrence of the earliest of the dates referred to in paragraphs 1.1 to 1.4 inclusive of Part B of this Schedule.
- 3 Without prejudice to the obligation to ensure that the aims and objectives of the OPTEMS Group set out in paragraph 5 of Part A of this Schedule are met (so far as applicable) in the Legacy Phase, from the end of the Legacy Transformation Phase onwards until the liability of the LDA ceases under paragraph 14.4 of Part A of this Schedule the LDA agrees that it will be responsible for carrying out the ODA's responsibilities and functions under this Schedule (except in relation to its obligation to pay any remaining unexpended balance (if any) of the OPTEMS Contribution)
- 4 The LDA shall Comply with its obligations in Part B of this Schedule which shall be Strategic Delivery Covenants.

Schedule 5

LEGACY MASTERPLAN FRAMEWORK – OLYMPIC CONSTRUCTION PHASE (LDA)

1. The LDA shall use Reasonable Endeavours to prepare and promote a Legacy Masterplan Framework ("LMF") in accordance with the provisions set out in this Schedule.
2. The LDA shall prepare a protocol for the process of preparation, consultation upon and promotion of the LMF that addresses the matters set out in this paragraph 2 below following consultation with the ODA, the Local Planning Authority, the Host Boroughs and the London Borough of Greenwich. There shall be three broad work stages in preparing the LMF, namely:-
 - 2.1 Stage 1 – vision and options development;
 - 2.2 Stage 2 – character area preferred options and masterplans;
 - 2.3 Stage 3 – production of the LMF in its final form which shall include a set of visions and policy principles, character area masterplans and a focus on delivery and implementation; and
 - 2.4 details of the methodology for production of the LMF (including the establishment of appropriate governance and working group structures) shall be settled following consultation with the GLA, LDA, ODA, Local Planning Authority, LTGDC, DCMS, DCLG, LVRPA, British Waterways, the Host Boroughs and the London Borough of Greenwich.
3. At each stage of the process referred to in paragraph 2, the LDA shall undertake consultation of the following kinds:-
 - 3.1 pre-public consultation with the Local Planning Authority, the Olympic Park Legacy Group and the Senior Officers' Strategy Group;
 - 3.2 a wide-ranging public consultation process including the provision of:-
 - 3.2.1 opportunities to view and/or comment on proposed LMF documents in draft and to review background study documents (including electronic media);
 - 3.2.2 interactive workshops; and
 - 3.2.3 questionnaires.
4. The LMF shall:-
 - 4.1 address the principles outlined in the Commitment to Sustainable Development, including in particular those referred to in Chapter 4 of the CSR and the six themes for realising the delivery of a sustainable legacy for the Olympic Park as part of the Lower Lea Valley Area identified by Chapter 4 of the CSR, namely:-
 - (a) Creating new neighbourhoods;
 - (b) Employment, business and training;
 - (c) Connecting people;
 - (d) Shaping places;
 - (e) Social and community infrastructure; and
 - (f) Safeguarding future resources;

- 4.2 include a business plan that addresses the above themes and identifies public and private sector roles and responsibilities, proposals for financing delivery of the LMF (which will seek to ensure the availability of funding (from the LDA or otherwise) to secure the delivery of properly phased and proportionate transport, community and public realm infrastructure, risks and development timelines.
5. In preparing the LMF (and in relation to paragraphs 5.2.1 and 5.2.2 in preparing any planning application or application for approval of reserved matters relating to the construction of the LMF proposals which would reasonably affect the construction of any of the accesses referred to in paragraph 5.2.2), the LDA will:-
- 5.1 as far as is reasonably practicable take into account the policies and principles of emerging local development frameworks of the Host Boroughs Adjoining Boroughs and the London Plan; and
- 5.2 have regard to the Planning Permissions and the Stratford City Planning Permission and:
- 5.2.1 take into account the cumulative transportation impacts of the Development in the Legacy Transformation Phase and Legacy Phase, the development proposed in the LMF (or planning application/application for approval of reserved matters as the case may be) and the Stratford City Planning Permission; and
- 5.2.2 consult with the Stratford City Developer, LCR, the owners of the Stratford City Site and the ODA with the aim of, so far as is reasonably practicable, eliminating any potential conflict between the development proposals contained in the LMF (or planning application/application for approval of reserved matters as the case may be) and the accesses to the Stratford City Development so that such accesses, after taking into account any increase in expected demand or usage to be created by the development contemplated by the LMF (or planning application/application for approval of reserved matters as the case may be), would perform reasonably equivalent functions and provide reasonably equivalent capacity to the accesses authorised in the planning permissions granted by the London Borough of Newham reference P/03/0659 and P/03/0660, planning permission granted by the London Borough of Tower Hamlets reference PA/03/00662, planning permission granted by the London Borough of Waltham Forest, reference 2003/0640 and the access which is the subject of the planning application to London Borough of Hackney reference 2003/0759 but in respect of which planning permission has not yet been granted
- and Provided That for the avoidance of doubt nothing in this Schedule shall be taken to require the LDA or the ODA to transfer, convey, vest or otherwise cede any interest in on under or over any land or grant any licence or rights in on under or over any such land or to reflect influence or create obligations in addition to or at variance with any commercial agreement (past present or future) between the LDA and/or the ODA and/or the Stratford City Developer and/or the owners of the site of the Stratford City Development
- 5.3 so far as is reasonably practicable promote the LMF by making representations through such local development framework processes and the London Plan with the objective of achieving consistency and common purpose
6. The LMF will also address the following principles, objectives and matters for which it will set out a framework and target delivery timetable:-
- 6.1 the desirability of maximising the benefits to be derived after the Olympic Games and Paralympic Games from things done in preparation for them;
- 6.2 the provision and location (including where appropriate within areas identified in the Olympic Applications as "Legacy Development Platforms") of open space and landscaped areas (including allotments and/or community gardens, children's play areas and outdoor sport and leisure facilities

and pitches (including cycling facilities) where appropriate)) and where appropriate to include re-provision of such facilities which were available or in use in the Olympic Park prior to submission of the London 2012 bid;

- 6.3 an Olympic Park Legacy management plan;
 - 6.4 the permeability across and through the Olympic Park (in both North to South and East to West directions and where appropriate through and across the areas identified in the Olympic Applications as Legacy Development Platforms) to benefit residents and occupiers of premises both within the Olympic Park and those in surrounding communities;
 - 6.5 pedestrian and vehicular bridges connecting the Olympic Park with the communities and highway networks, across the River Lea Navigation, to the west of the Olympic Park;
 - 6.6 the character of the park/Development Platform boundary edge relationship and connectivity issues;
 - 6.7 a sustainable waste and energy strategy for the development envisaged by the LMF;
 - 6.8 a Legacy road network incorporating the Olympic Loop Road with realignment and relocation where appropriate to serve the development envisaged by the LMF and adequate provision is made for all modes of transport including cyclists, pedestrians and public transport including all associated infrastructure;
 - 6.9 the role that watercourses can play as part of the long-term Legacy transportation and recreational opportunities for the Olympic Park;
 - 6.10 the relationship of the development envisaged by the LMF with the Legacy Event Venues and the Olympic Park; and
 - 6.11 community, health and education facilities to serve the development envisaged by the LMF.
7. The LDA shall use Reasonable Endeavours to target the following milestone dates in the process of producing the LMF:-
 - 7.1 Summer 2007 - establish Governance and working group structures;
 - 7.2 Autumn 2007 - hold initial "visioning" events;
 - 7.3 Beginning 2009 – final Legacy Masterplan Framework;
 - 7.4 by the end of 2009 – submission to the Local Planning Authority of master outline planning application for the Legacy Communities development for the whole of the Olympic Park.
 8. The covenants in this Schedule are Strategic Delivery Covenants.

Schedule 6

BIODIVERSITY ACTION PLAN– OLYMPIC CONSTRUCTION, GAMES AND LEGACY TRANSFORMATION PHASES(ODA) AND LEGACY PHASE (LDA) AND OFF-SITE HABITAT CREATION - OLYMPIC CONSTRUCTION PHASE (ODA)

Part A - Protocol between ODA and Local Planning Authority

1. During the Olympic Construction Phase the ODA shall:
 - 1.1 prior to the submission of the Biodiversity Action Plan to the Local Planning Authority pursuant to Planning Condition OD.0.11 of the Planning Permission granted pursuant to the FLPA the ODA shall consult on the content of the said Biodiversity Action Plan with:-
 - 1.1.1 the Local Planning Authority;
 - 1.1.2 GLA;
 - 1.1.3 Natural England;
 - 1.1.4 British Waterways Board London;
 - 1.1.5 Environment Agency;
 - 1.1.6 Lee Valley Regional Park Authority;
 - 1.1.7 London Development Agency;
 - 1.1.8 LOCOG;
 - 1.1.9 London Wildlife Trust;
 - 1.1.10 Host Boroughs;
 - 1.1.11 such other organisation with an interest in nature conservation work and biodiversity as the ODA may nominate;
 - 1.2 at the same time as submitting the Biodiversity Action Plan to the Local Planning Authority submit details to the Local Planning Authority for approval of a mechanism for the ODA to:-
 - 1.2.1 monitor the implementation of the Biodiversity Action Plan and measure the success of the measures set out therein and shall continue to do so throughout the Games Phase and the Legacy Transformation Phase;
 - 1.2.2 report the information referred to at paragraph 1.2.1 to the Local Planning Authority.
2. In the Olympic Construction, Games and Legacy Transformation Phases the ODA shall subject to securing Requisite Consents Comply with and implement the actions set out in the approved Biodiversity Action Plan.
3. In the Olympic Construction Phase the ODA shall:
 - 3.1 as soon as reasonably practicable following the grant of the Planning Permissions consult with Natural England and the Local Planning Authority in respect of off-site habitat creation to assist in mitigating any adverse impact on any Sites of Nature Conservation Interest and/or habitats and species of interest and/or public access to natural green spaces within the Site of the Olympic Development that cannot be secured by the ODA satisfactorily on the Site. It is hereby agreed that

for the purpose of this paragraph off-Site provision shall include the area around East Marsh where potential has been identified for habitat creation around the playing fields and areas where the ODA is proposing habitat improvements as part of any early landscape works.

3.2 following the consultation referred to in paragraph 3.1:-

- 3.2.1 select up to 3 (three) off-site habitat creation projects having regard to:-
- (a) the consultation responses from Natural England and the Local Planning Authority;
 - (b) the requirement that any off-Site mitigation should be linked to and proportionate to the temporary loss of ecological habitat on the Site;
 - (c) the likelihood of the ODA obtaining Requisite Consents in a timely manner to enable the carrying out or procurement of the option;
 - (d) an aim being to assist in mitigating adverse effects on any Sites of Importance in Nature Conservation within the Site and/or on habitats and species of interest and/or public access to natural green spaces within the Site;
 - (e) the proviso that the obligations in this paragraph 3.2.1 shall not require the ODA to create an area of habitat in excess of 2 hectares;
- 3.2.2 submit the selected option or options to the Local Planning Authority for approval; and
- 3.2.3 subject to the ODA obtaining the Requisite Consents use Reasonable Endeavours to carry out or procure the carrying out of the selected options and to make arrangements for the future management of the same.

Part B

1. The LDA shall monitor the implementation of the Biodiversity Action Plan and measure the success of the measures set out therein for a period ending two years after the end of the Legacy Transformation Phase or such longer period as agreed by the Local Planning Authority and the LDA.
2. Subject to securing Requisite Consents throughout the Legacy Phase, the LDA shall Comply with and implement the actions set out in the approved Biodiversity Action Plan to the extent that the approved Biodiversity Action Plan contains obligations, covenants, restrictions, and stipulations which are relevant to the Legacy Phase until such time and to the extent that the Biodiversity Action Plan is replaced with an alternative plan approved by the Local Planning Authority relevant to the Legacy Communities Development.
3. The covenants in paragraphs 1 and 2 inclusive of this Part B of this Schedule are Strategic Delivery Covenants.

Schedule 7

INCLUSIVE ACCESS – OLYMPIC CONSTRUCTION, GAMES AND LEGACY TRANSFORMATION PHASES (ODA) AND LEGACY PHASE (LDA)

Part A - Protocol between ODA and Local Planning Authority

1. Throughout the Olympic Construction, Games and Legacy Transformation Phases the ODA shall ensure that the principles of inclusive design will inform and be integrated into the detailed design of the Olympic Development and the Notified Legacy Modification Works as designs and applications for approval of reserved matters come forward including by:-
 - 1.1.1 ensuring that standards of Best Practice in inclusive design (as opposed to minimum standards) inform and advise design, such standards to be agreed by the ODA Built Environment Access Panel and then taken to the ODA Access and Inclusion Forum for consultation;
 - 1.1.2 The Access and Inclusion Forum and ODA Built Environment Access Panel shall meet regularly and at least quarterly with terms of reference such that they can advise, comment and influence the ODA's implementation of inclusive access;
 - 1.1.3 development designers and users working together to deliver the best reasonably practicable solutions for achieving inclusive access within the Development;
 - 1.1.4 the preparation of individual access plans for each Games Venue and Legacy Venue and consultation on the same with the ODA Built Environment Access Panel and the said access plans then being submitted to the Local Planning Authority when submitting reserved matters details in respect of each Games Venue and Legacy Venue;
 - 1.1.5 the ODA working with key stakeholders providing expert advice through the ODA Built Environment Access Panel and the ODA Accessible Transport Consultative Panel;
 - 1.1.6 the production implementation and effectiveness of the approach specified in this Schedule to be monitored and reviewed at least annually through the ODA Built Environment Access Panel until the end of the Legacy Transformation Phase;
 - 1.1.7 the Principal Access Officer will ensure the issues of inclusive design will inform the considerations and recommendations of the Design Review Panel.

Part B

1. In respect of any remaining Notified Legacy Modification Works not yet completed or commitments referred to in Part A of this Schedule not having been complied with by the ODA or any other Legacy Modification Works not Commenced or completed during the Legacy Transformation Phase, during the Legacy Phase the LDA shall subject to having secured any necessary Requisite Consents Comply with the commitments of the ODA in this Schedule substituting the LDA for the ODA and in such circumstances for the purposes of so Complying the Legacy Transformation Phase shall be deemed to be extended until the Legacy Modification Works are Practically Completed for the purposes of Part A of this Schedule and the LDA shall ensure that the commitments shall be monitored and reviewed at least annually until the Practical Completion of the Legacy Modification Works.
2. The covenant in paragraph 1 of this Part B of the Schedule is a Strategic Delivery Covenant.

Schedule 8

LOCAL EMPLOYMENT OPPORTUNITIES (BOOST AND BOOST ALTERNATIVE) – OLYMPIC CONSTRUCTION, GAMES AND LEGACY TRANSFORMATION (ODA) AND LEGACY PHASE (LDA)

Part A - Protocol between ODA and Local Planning Authority

RECITALS

- (A) The ODA is a member of a Partnership Board that has been set up to be responsible for local employment, training and business opportunities.
- (B) Other members of the Partnership Board consists of the Host Boroughs, the London Borough of Greenwich the London Development Agency, Job Centre Plus, the Learning & Skills Council, LOCOG and the Trade Union Congress (TUC).
- (C) The Partnership Board has agreed to set up a 5 Borough job brokerage scheme as an 'umbrella' to embrace all the local labour schemes from the Host Boroughs and the London Borough of Greenwich now branded as BOOST. It was formally launched at the end of May 2007 and is now operationally working with ODA and its contractors.
- (D) BOOST is to:-
 - (D.1) register local residents and assess their training needs against the skill requirements provided by the ODA, CLM and its contractors;
 - (D.2) organise training using the agreed training providers;
 - (D.3) provide a recruitment and applicant matching service for individual contractors; and
 - (D4) provide support to local businesses who are seeking opportunities on the Olympic Programme.
- (E) The LDA's funding for BOOST is agreed and in place up until March 2009. On this basis ODA has committed to support BOOST within the terms set out in this Part A of this Schedule.

OPERATIVE PROVISIONS

- 1. During the Olympic Construction, Games and Legacy Transformation Phases the ODA shall:-
 - 1.1 use Reasonable Endeavours to require its contractors to use BOOST up until March 2009 in the first instance;
 - 1.2 provide forecast information on job recruitment, skills requirements and training to BOOST up until March 2009 in the first instance;
 - 1.3 use Reasonable Endeavours to liaise with and work with the Stratford City Developer and its contractors with the objective of maximising the effectiveness of compliance with local employment principles in respect of the Development in the context of the Stratford City Developer complying with its equivalent obligations pursuant to the Stratford City Planning Permission and the Stratford City Section 106 Agreement;
 - 1.4 encourage its contractors via BOOST to provide a significant number of work-placements and trainee positions to local residents in the Host Boroughs, Adjoining Boroughs and Lower Lea Valley Area; and

- 1.5 monitor progress and take action as required to maximise the effectiveness of compliance with the commitments in this paragraph 1;
- 1.6 if funding for BOOST is extended post 2009 to the end of the Legacy Transformation Phase, continue to support the arrangements in paragraphs 1.1 to 1.5 of this Schedule until the end of the Legacy Transformation Phase;
- 1.7 if prior to the end of 1 October 2008, funding for BOOST is not confirmed as extended post 2009:-
- 1.7.1 use Reasonable Endeavours to work with the strategic partners currently forming the Partnership Board with the objective of establishing a workable alternative arrangement to BOOST before funding for BOOST ceases with the aim that during the period beginning with the cessation of BOOST and ending at the end of the Legacy Transformation Phase:-
- (a) construction employment opportunities relating to the Development are brought to the attention of:-
- (i) potential employees resident in local areas or from education institutes situated in the Host Boroughs, Adjoining Boroughs and Lower Lea Valley Area; and
- (ii) young persons, men and women, persons from ethnic minorities, persons who are disabled and persons who are unemployed
- to the extent that it is reasonably practicable to do so and the ODA is not prevented from doing so by any rule of law whether domestic or international;
- (b) so far as reasonably practicable job vacancies relating to the Development are advertised in local newspapers and notified to Job Centres within the Host Boroughs, Adjoining Boroughs and as appropriate other local areas;
- (c) so far as reasonably practicable arrangements for the Development workforce are monitored so as to record its composition in accordance with the groups of employees and their background described in paragraph 1.7.1(a);
- (d) there are arrangements for the ODA to discuss with the Local Planning Authority and the Host Boroughs' and the London Borough of Greenwich's nominated officers matters relevant to:
- (i) the training of employees; and
- (ii) the level of skills gained by employees towards the completion of an apprenticeship skills course or vocational qualification;
- 1.7.2 submit any workable alternative arrangements formulated in accordance with paragraph 1.7.1 to the Local Planning Authority for approval prior to the end of March 2009;
- 1.8 If it becomes apparent to the ODA that a workable alternative arrangement cannot be formulated in accordance with paragraph 1.7.1 prior to the end of March 2009 to seek government funding to enable it to formulate its own alternative arrangements (which shall not duplicate the LETF and if such funding is received (the ODA using Reasonable Endeavours to work with the LDA and/or Job Centre Plus in relation to such arrangements) to apply such funding to promote the employment of residents from the Host Boroughs, Adjoining Boroughs and Lower Lea Valley Area following the cessation of BOOST and shall submit these to the Local Planning Authority for approval;

- 1.9 Comply with the alternative arrangements approved by the Local Planning Authority pursuant to paragraph 1.7 or 1.8 during the period beginning with the later of (a) the cessation of BOOST and (b) the approval of the alternative arrangements and ending at the end of the Legacy Transformation Phase;
- 1.10 submit to the Local Planning Authority the Host Boroughs and the London Borough of Greenwich an annual report providing a review of the implementation of the employment and training approaches.
- 1.11 The Local Planning Authority shall endeavour in good faith to support the ODA in its endeavours (where and to the extent that the ODA is acting reasonably) under paragraphs 1.7 and 1.8 of this Schedule and shall in particular endeavour to attend meetings if invited.

Part B

1. From the Commencement of the Legacy Phase until a date 12 months beyond the date that the last of the Legacy Venues to be Occupied post Games is first Occupied after the Games, the LDA shall use Reasonable Endeavours to promote the employment of residents from the Host Boroughs, Adjoining Boroughs and of the Lower Lea Valley Area to End Users of Legacy Venues and prior to the Occupation of the first Legacy Venue shall submit a framework to the Local Planning Authority for approval as to how this will be achieved.
2. The covenants contained in paragraph 1 of Part B of this Schedule are Strategic Delivery Covenants.

Schedule 9

REGULATORY SERVICES FUNDING – OLYMPIC CONSTRUCTION PHASE, GAMES PHASE AND LEGACY TRANSFORMATION PHASE (ODA)

Part A - Protocol between ODA and Local Planning Authority

Part 1: Host Borough Services

RECITALS

- A. The London Borough of Newham is leading the formation of a consortium/body to provide a co-ordinated approach among the Host Boroughs to the provision of regulatory services of relevance to the Development to be known as Joint Local Authority Services or JLARS and is awaiting formal approval of that approach.
- B. The regulatory services that the ODA has identified as of relevance to the Development and that would be co-ordinated under JLARS are:
- Environmental Health
 - Pollution Control
 - Food Safety and Hygiene
 - H&S Enforcement
 - Pest Control
 - Public Health
 - Highways and Traffic Management
 - Street naming & Numbering
 - Entertainment Licensing
 - Safety at Sports Grounds
 - Street Scene Enforcement
 - Parking
 - Waste Management
- C. Building control is already subject to a consortium approach in the form of the Joint Local Authority Building Control team.
- D. The ODA has agreed to pay a contribution to support the cost to the Host Boroughs of providing the Joint Regulatory Services through JLARS which fairly and reasonably relate to the Development and which is proportional to the amount of work for officers from a Host Borough which would not have occurred were it not for the Development. It is intended that JLARS will co-ordinate how that contribution is applied across the Host Boroughs.
- E. A joint Service Level Agreement is to be put in place between JLARS and the ODA to define the quality of service to be provided and the service level benchmarks that are to be met as a condition of and in return for the ODA's commitment to pay the Borough Services Contribution.

RELEVANT DEFINITIONS

In this Part 1 of this Schedule the following words shall have the following meanings:

“Borough Regulatory Services Costs”	cost to the Host Boroughs of providing the Joint Regulatory Services up to 31 December 2014 through JLARS which: (a) fairly and reasonably relate to the Development (b) are proportionate to the cost of the amount of work for officers from a Host Borough (c) would not have occurred were it not for the Development and (d) are not in practice met in full by application fees or other fees typically charged to applicants for such services
“Borough Services Account”	interest bearing account enabling the Borough Services Contribution to be separately identified from other monies held in that account
“Borough Services Contribution”	sum of five million pounds (£5million)
“Head of JLARS”	person appointed to head or chair JLARS
“Joint Regulatory Services”	those services listed in Recital B.
“Joint Regulatory Services Alternative Arrangement”	workable alternative arrangement to JLARS established pursuant to paragraph 3 of this Schedule
“JLARS”	Consortium/body established to deliver a co-ordinated approach among the Host Boroughs to the provision of regulatory services of relevance to the Development
“Joint Service Host Boroughs”	such of the Host Boroughs that have (i) agreed to be members of JLARS and have agreed to be subject to its constitution and the terms of the Service Level Agreement in providing those services to the Development or (ii) become a member of the Joint Regulatory Services Alternative Arrangement and have entered into a Service Level Agreement
“Service Level Agreement”	Agreement on reasonable terms setting out the reasonable service level benchmarks that are to be met as a condition of and in return for the ODA’s commitment to pay the Borough Services Contribution

- 1 The obligations of the ODA under Part 1 of this protocol (apart from paragraph 2, 3 and 4) are conditional upon either:
 - 1.1 JLARS having been established and a Service Level Agreement having been completed between JLARS and the ODA; or
 - 1.2 a Joint Regulatory Services Alternative Arrangement having been established and each Host Borough who wishes to benefit from the Borough Services Contribution having entered into a Service Level Agreement with the ODA.
- 2 Within 21 days of the formation of JLARS and its constitution being finalised the ODA shall deliver to JLARS a draft Service Level Agreement with an offer to enter into it within 21 days of its acceptance by JLARS and shall provide a copy of such agreement to the Local Planning Authority.
- 3 If within 3 months of the date of this Agreement it becomes apparent that JLARS is not likely to be established the ODA shall use Reasonable Endeavours to work with the Host Boroughs with the objective of establishing a workable alternative arrangement to JLARS so as to provide a standardised and co-ordinated approach among the Host Boroughs to the provision of the Joint Regulatory Services. The principles of such workable alternative arrangement shall include that each Host Borough that wishes to be able to request a payment from the Borough Services Contribution for Borough Services Regulatory Costs shall:
 - 3.1 complete a Service Level Agreement for each Host Borough which insofar as reasonably practicable shall be in the same terms for each Host Borough;
 - 3.2 for each service team (such as Pollution Control (Environmental Health)) appoint a coordinator to lead the work of the members of the team across the Host Boroughs;
 - 3.3 develop as far as reasonably practicable standardised documentation detailing policies and practice that all members of the service team in each Host Borough subsequently adhere to as far as reasonably practicable when dealing with matters relating to the Development.
- 4 Within 21 days of establishing any Joint Regulatory Services Alternative Arrangement the ODA shall deliver to each of the Host Boroughs who have entered into Joint Regulatory Services discussions a draft Service Level Agreement with an offer to enter into it within 21 days of its acceptance by each of such Host Boroughs and shall provide a copy of such agreement to the Local Planning Authority.
- 5 By whichever is the later of:
 - 5.1 the expiry of two months from date of this Agreement, and
 - 5.2 the date that the JLARS Service Level Agreement pursuant to paragraph 2 is completed or the date that each of the Host Boroughs which wishes to benefit from the Borough Services Contribution has entered into JLARS Service Level Agreement pursuant to paragraph 4

the ODA shall pay the Borough Services Contribution into the Borough Services Account.
- 6 Within 10 Business Days of receipt of a request in writing from the Head of JLARS (or in the case of a Joint Regulatory Services Alternative Arrangement, all Senior Representatives of the Joint Service Host Boroughs) to make a payment or payments in respect any and all of the following:
 - 6.1 costs incurred by the Joint Service Host Boroughs in setting up (i) JLARS or the Joint Regulatory Services Alternative Arrangement and (ii) their internal working arrangements to enable the relevant Host Borough to deliver the Joint Regulatory Services pursuant to JLARS or the Joint Regulatory Services Alternative Arrangement;
 - 6.2 monies to assist the mobilising the Joint Local Authority Building Control team provided such sums shall be repayable by the Joint Local Authority Building Control into the Borough Services Account on terms to be agreed between the ODA, the Joint Local Authority Building Control and JLARS or the Joint Service Host Boroughs; and

6.3 Borough Regulatory Services Costs.

7 The ODA shall make such payment to JLARS or (if reasonably directed by the Head of JLARS or the Senior Representatives of the Joint Service Host Boroughs) the relevant Joint Service Host Borough from monies held in the Borough Services Account PROVIDED THAT:

7.1 no more than one million pounds (£1million) shall be paid out of the Borough Services Account in any one year except with the prior approval of the ODA;

7.2 no such request may be made prior to the Commencement Date;

7.3 the ODA shall not be obliged to make any payment that exceeds the amount of the monies held in the Borough Services Account from time to time; and

7.4 the maximum total liability of the ODA under this Part 1 of this Schedule shall not exceed five million pounds (£5,000,000).

8 The ODA shall keep the Local Planning Authority informed as to the establishment of JLARS or the Joint Regulatory Services Alternative Arrangement and shall report to the Local Planning Authority on an annual basis of the sums paid from the Borough Services Account.

PART 2 ENVIRONMENT AGENCY REGULATORY SERVICES

RECITALS

A. The Environment Agency has appointed a Project Manager to manage the provision of Environment Agency Regulatory Services to the Development in respect of the Development and to recruit additional officers to assist in providing the Environment Agency Regulatory Services.

B The ODA has agreed to pay a contribution towards the cost of recruitment of additional officers who will support the provision of the Environment Agency Regulatory Services so far as they fairly and reasonably relate to the Development and are proportionate to the amount of work for officers from the Environment Agency which would not have occurred were it not for the Development.

C The Environment Agency Service Level Agreement needs to be put in place between the Environment Agency and the ODA to define the Regulatory Services to be provided, the quality of service to be provided and the service level benchmarks that are to be met as a condition of and in return for the ODA's commitment to pay the Environment Agency Services Contribution.

RELEVANT DEFINITIONS

In this Part 2 of this Schedule the following words should have the following meanings:

“Environment Agency Regulatory Services Costs”

proportion of the cost of:

(a) appointing additional officers to provide the Regulatory Services to the Development and

(b) other costs to the Environment Agency of providing the Environment Agency Regulatory Services up to 31 December 2014 which in each case:

(i) fairly and reasonably relates to the Development and

(ii) is proportionate to the cost of the amount of work for officers of the Environment Agency and

(iii) would not have occurred were it not for the Development and
(iv) would not be fully met in practice by application fees or other fees typically charged to applicants for such services

“Environment Agency Services Contribution”

sum of seven hundred and fifty thousand pounds (£750,000)

“Environment Agency Regulatory Services”

the regulatory services to be provided by the Environment Agency in respect of the Development as may from time to time be agreed between the Environment Agency and the ODA

“Environment Agency Service Level Agreement”

agreement on reasonable terms setting out the Environment Agency Regulatory Services to be provided and the reasonable service level benchmarks that are to be met in providing those Environment Agency Regulatory Services and that shall include the following commitments by the Environment Agency as a condition of and in return for the ODA’s commitment to pay the Environment Agency Services Contribution: (i) to deal with all applications made in respect of the Development expeditiously and in any event to aim to reduce statutory approval determination timescales as at the date of this Agreement by 25%; and (ii) to employ additional officers to provide the Regulatory Services to the Development

1. The obligations of the ODA under this part of the Protocol (apart from paragraph 2) are conditional upon the Environment Agency Service Level Agreement having been completed between the Environment Agency and the ODA.
2. Within 2 months from the date of this Agreement the ODA shall deliver to the Environment Agency a draft Environment Agency Service Level Agreement with an offer to enter into it within 21 days of its acceptance by the Environment Agency and shall provide a copy of such agreement to the Local Planning Authority.
3. Upon the date that the Environment Agency Service Level Agreement is completed the ODA shall:
 - 3.1 notify the Local Planning Authority of the same;
 - 3.2 pay to the Environment Agency the sum of two hundred and thirty thousand pounds (£230,000) from the Environment Agency Services Contribution and shall provide evidence of payment to the Local Planning Authority; and
 - 3.3 shall ringfence the remaining monies that make up the Environment Agency Services Contribution from other monies in the ODA’s budget.
4. Upon the first anniversary of the date that the Environment Agency Service Level Agreement was completed or such other date as shall be specified in the Environment Agency Service Level Agreement the ODA shall pay to the Environment Agency the sum of two hundred and thirty thousand pounds (£230,000) from the Environment Agency Services Contribution and shall provide evidence of payment to the Local Planning Authority.

5. After the second anniversary of the date that the Environment Agency Service Level Agreement was completed the ODA shall:
- 5.1 on receipt of a request from the Environment Agency for payment of Environment Agency Regulatory Services Costs and accompanied by evidence (that is satisfactory to the ODA acting reasonably) that those costs have been incurred to pay the sum so requested **PROVIDED THAT**
- 5.1.1 no such request may be made more than once a year; and
- 5.1.2 the maximum total liability of the ODA under Part 2 of this Schedule shall not exceed seven hundred and fifty thousand pounds (£750,000); and
- 5.2 regularly (and not less frequently than once every 12 months) provide information to the Local Planning Authority regarding monies paid from the Environment Agency Services Contribution.

PART 3 BRITISH WATERWAYS REGULATORY SERVICES

Recitals

- A. The ODA is to enter into an agreement with British Waterways in respect of the protection of British Waterways Board's assets which shall also provide for the services to be provided by British Waterways in respect of the Development.
- B. The ODA has agreed to pay a contribution to support the providing of the British Waterways Regulatory Services which fairly and reasonably relate to the Development and proportionately to the amount of work for officers from the British Waterways which would not have occurred were it not for the Development.
- C. The British Waterways Service Level Agreement needs to be put in place between British Waterways and the ODA to define the quality of service to be provided and the service level benchmarks that are to be met as a condition of and in return for the ODA's commitment to pay the British Waterways Services Contribution.

RELEVANT DEFINITIONS

In this Part 3 of this Schedule the following words shall have the following meanings:

“Asset Protection Agreement”	agreement to be entered into between British Waterways and the ODA referred to in recital A of this Part 3 of this Schedule
“British Waterways Regulatory Services Costs”	cost to the British Waterways of providing the British Waterways Regulatory Services up to 31 December 2014 which fairly and reasonably relates to the Development and which is proportionate to the cost of the amount of work for officers of the British Waterways and which would not have occurred were it not for the Development and that are (i) not met fully by application fees or other fees typically charged to applicants for such services and (ii) not payable by the ODA under the Asset Protective Agreement

“British Waterways Services Contribution”	sum of two hundred and fifty thousand pounds (£250,000)
“British Waterways Regulatory Services”	regulatory services to be provided by British Waterways in respect of the Development as may from time to time be agreed between British Waterways and the ODA
“British Waterways Service Level Agreement”	agreement on reasonable terms setting out the reasonable service level benchmarks that are to be met in providing the British Waterways Regulatory Services as a condition of and in return for the ODA’s commitment to pay the British Waterways Services Contribution

1. The obligations of the ODA under this part of the Protocol (apart from paragraph 2) are conditional upon the Asset Protection Agreement and (to the extent not provided for in the Asset Protection Agreement) a British Waterways Service Level Agreement having been completed between the British Waterways and the ODA.
2. Within 6 months of the Asset Protection Agreement having been completed the ODA shall (if required) deliver to British Waterways a draft British Waterways Service Level Agreement with an offer to enter into it within 21 days of its acceptance by British Waterways and shall provide a copy of such agreement to the Local Planning Authority.
3. Upon the date that the British Waterways Service Level Agreement is completed (or if not required the Asset Protection Agreement is completed) the ODA shall notify the Local Planning Authority of the same and shall ringfence the British Waterways Services Contribution from other monies in the ODA’s budget;
4. Upon receipt of a request from British Waterways for payment of British Waterways Regulatory Services Costs and accompanied by evidence (that is satisfactory to the ODA) that those costs have been incurred to pay the sum so requested **PROVIDED THAT:**
 - 4.1 no such request may be made more than once a year;
 - 4.2 the maximum total liability of the ODA under Part 3 of this Schedule shall not exceed two hundred and fifty thousand pounds (£250,000).
5. The ODA shall regularly (and not less frequently than once every 12 months) provide information to the Local Planning Authority regarding monies paid from the British Waterways Services Contribution.

Schedule 10

TELECOMMUNICATION MASTS - OLYMPIC CONSTRUCTION, GAMES AND LEGACY TRANSFORMATION PHASES - (ODA) AND LEGACY PHASE (LDA)

Part A - Protocol between ODA and Local Planning Authority

1. Throughout the duration of the Olympic Construction, Games and Legacy Transformation Phases the ODA shall Comply with the Telecommunications Statement to be submitted to and approved by the Local Planning Authority pursuant to Planning Condition OD.0.24 of the Planning Permission granted pursuant to the FLPA.

Part B

1. Throughout the duration of the Legacy Phase, the LDA shall use Reasonable Endeavours to Comply with the Telecommunications Statement to be submitted to and approved by the Local Planning Authority pursuant to Planning Condition OD.0.24 of the Planning Permission granted pursuant to the FLPA.
2. The covenant in this Part B of this Schedule is a Strategic Delivery Covenant.

Schedule 11

SUSTAINABILITY - OLYMPIC CONSTRUCTION, GAMES AND LEGACY TRANSFORMATION PHASES (ODA) AND LEGACY PHASE (LDA)

Part A - Protocol between ODA and Local Planning Authority

1. Throughout the Olympic Construction, Games and Legacy Transformation Phases, the ODA shall in relation to the Development:-
 - 1.1 use Reasonable Endeavours to ensure 90% of material (by weight) from demolition works connected with the Development are reused or recycled where the material is suitable for such treatment;
 - 1.2 use Reasonable Endeavours and subject to obtaining Requisite Consents to seek achievement of the following targets:-
 - 1.2.1 that overall at least 50% of construction materials by weight are delivered to Site by rail and/or water; and
 - 1.2.2 a reduction in carbon emissions (against 2006 Building Regulation standards) for the built aspects of the Development of 50 per cent by 2013;
 - 1.2.3 monitor compliance with the above sustainability targets annually as a minimum;
 - 1.2.4 submit to the Local Planning Authority an annual report to be published providing a review of whether the sustainability targets have been achieved and where reasonably practicable to take action to improve on the delivery of the above sustainability targets.
2. During the Olympic Games and the Paralympic Games the ODA shall use Reasonable Endeavours to seek achievement of the target that 70 per cent of waste generated on the Site from the holding of the Olympic Games and Paralympic Games shall be reused, recycled or composted.
3. If and to the extent that it is claimed that disproportionate cost or material delay to the ODA's programme would hinder the delivery of the targets specified in paragraph 1, details shall be provided to the Local Planning Authority.
4. The obligations in paragraphs 1, 2 and 3 of this Part A are to be considered in relation to the Development as a whole and in relation to the Site as a whole.
5. The ODA shall use Reasonable Endeavours to carry out a feasibility study to examine whether and if so to what extent it is financially viable and otherwise reasonably practicable for deliveries of up to 50% of biomass fuels for the Combined Heat and Power Plant comprised in the Development to be delivered by water. The factors to be taken into account in preparing such study shall include:
 - 5.1 likely significant environmental effects of delivery by barge
 - 5.2 capacity of waterways to accommodate the number frequency and scale of barges required
 - 5.3 sources of biofuels and their proximity to wharfage and barge loading facilities
 - 5.4 practicality of construction and use of unloading facilities at the Development having regard to the cranes conveyor and other unloading facilities needed proximity to members of the public noise safety urban design and the need for Requisite Consents
 - 5.5 costs of transport by water

- 5.6 costs of delivery of biomass fuels by water to the extent that they differ from those of other means of transport
- 6. The ODA shall:
 - 6.1 review the outcome of the feasibility referred to at paragraph 5;
 - 6.2 provide the feasibility study findings to the Local Planning Authority and consult on its findings with the GLA, LDA, Local Planning Authority, the Department of Culture Media and Sport, the Host Boroughs and other persons requested by the Local Planning Authority (acting reasonably);
 - 6.3 review the feasibility study findings following such consultation;
 - 6.4 thereafter report in writing the details and outcome of the feasibility study, such consultation responses and subsequent review of the findings to the ODA's Executive Team (EMB) for a recommendation and decision on how to proceed; and
 - 6.5 confirm in writing the recommendation and decision of the ODA's Executive Team (EMB) to the Local Planning Authority as soon as possible thereafter.

Part B

- 1. Throughout the duration of the Legacy Phase, the LDA shall use Reasonable Endeavours to maintain and where reasonably practicable continue to improve on the delivery of the above sustainability targets in the Legacy Phase of the Development where relevant to the operations and use of the Site in the Legacy Phase.

Schedule 12

GREENWAY IMPROVEMENTS - OLYMPIC CONSTRUCTION AND GAMES PHASES (ODA)

PART A - PROTOCOL BETWEEN ODA AND LOCAL PLANNING AUTHORITY

1. Within 12 months following the grant of the Planning Permissions the ODA shall commission a feasibility study regarding connections to Victoria Park from the River Lea along the Greenway to improve the route as a pedestrian and cyclist route to be available for use during and as far as practicable throughout the Olympic Games Phase, Legacy Transformation Phase and Legacy Phase.
2. Following the completion of the Greenway Feasibility Study unless otherwise agreed with the Local Planning Authority ODA shall submit within 3 months of receipt of the Greenway Feasibility Study a report setting out the results of the Greenway Feasibility Study and the conclusions reached by the ODA and its advisers to the Local Planning Authority, the Metropolitan Police, the London Borough of Tower Hamlets, the London Borough of Hackney and the GLA and consult with those bodies on the said report.
3. Within 6 months of receipt of the Greenway Feasibility Study unless otherwise agreed with the Local Planning Authority the ODA shall select an option for connections to Victoria Park from the River Lea along the Greenway to improve the route of the Greenway as a pedestrian and cyclist route during the Games Phase, Legacy Transformation Phase and Legacy Phase having regard to (but not limited to):-
 - 3.1 the consultation responses received from the Local Planning Authority, the Metropolitan Police, the London Borough of Tower Hamlets, the London Borough of Hackney and the GLA;
 - 3.2 statutory duties, design, environmental and traffic flow effects;
 - 3.3 the need for Requisite Consents and cost considerations.
4. Within 3 months of selecting the option in accordance with paragraph 3 unless otherwise agreed with the Local Planning Authority the ODA shall submit details of the chosen option to the Local Planning Authority for approval.
5. Prior to the Olympic Games the ODA shall prepare and make the necessary applications for Requisite Consents to enable the option selected pursuant to paragraph 3 to be delivered and available for use at the beginning of the Games Phase.
6. Subject to obtaining Requisite Consents the ODA shall construct or procure the construction of the selected option (or if frustrated a suitable alternative selected in consultation with the Local Planning Authority and the Metropolitan Police the London Borough of Tower Hamlets, the London Borough of Hackney and the GLA) so it is available for use at the beginning of the Games Phase.

Schedule 13

STRATFORD HIGH STREET CROSSING – OLYMPIC CONSTRUCTION PHASE GAMES AND LEGACY TRANSFORMATION PHASES (ODA)

Part A - Protocol between ODA and Local Planning Authority

1. As soon as practicable following the grant of the Planning Permissions the ODA shall commission a feasibility study regarding the provision of a crossing on Stratford High Street to provide a segregated crossing for use by pedestrians during the Games Phase and an enhancement of the Greenway (as a pedestrian and cyclist route) during Legacy Transformation Phase and Legacy Phase ("Stratford High Street Feasibility Study").
2. Following the completion of the Stratford High Street Feasibility Study unless otherwise agreed with the Local Planning Authority the ODA shall submit within one month of receipt of the Stratford High Street Feasibility Study a report setting out the results of the Stratford High Street Feasibility Study and the conclusions reached by the ODA and its advisers to the Local Planning Authority, the London Borough of Newham and TfL and to consult with those bodies on the said report.
3. Within 3 months of receipt of the Stratford High Street Feasibility Study unless otherwise agreed with the Local Planning Authority the ODA shall select an option or options having regard to:-
 - 3.1 the consultation responses received from the Local Planning Authority, the London Borough of Newham and TfL;
 - 3.2 statutory duties, design, environmental and traffic flow effects;
 - 3.3 the need for Requisite Consents and cost considerations.
4. Unless otherwise agreed with the Local Planning Authority within 3 months of selecting the option or options in accordance with paragraph 3 the ODA shall submit details of the chosen option to the Local Planning Authority for approval;
5. Within 12 months of selecting the option or options for the crossing on Stratford High Street unless otherwise agreed with the Local Planning Authority the ODA shall prepare and make the necessary applications for Requisite Consents to enable the chosen Stratford High Street Crossing option or options to be delivered and available for use during the Olympic Games Phase;
6. Subject to obtaining Requisite Consents the ODA shall:-
 - 6.1 construct or procure the construction of the selected option for the Olympic Games Phase (or if frustrated a suitable alternative selected in consultation with the Local Planning Authority, the London Borough of Newham and TfL) so it is available in time for use by pedestrians during the Games Phase; and
 - 6.2 make available or procure the making available of the constructed Stratford High Street Crossing for use during the Games Phase.
7. In the event that:-
 - 7.1 the Stratford High Street Feasibility Study confirms an option for the crossing on Stratford High Street for the Legacy Transformation Phase and Legacy Phase that is different to that for the Games Phase; and
 - 7.2 the Highway Authority have agreed to adopt the same to the extent that it is not already adopted highway

the ODA shall during the Legacy Transformation Phase prepare and make the necessary applications for Requisite Consents to enable the chosen Stratford High Street Crossing option for Legacy Transformation Phase to be delivered and available for use as soon as reasonably practicable following the Games Phase option being removed, modified or dismantled.

8. Subject to the requirements of paragraphs 7.1 and 7.2 having been met and subject to the ODA having obtained the Requisite Consents to enable the chosen Stratford High Street Crossing option for Legacy Transformation Phase to be delivered and available for use as soon as reasonably practicable following the Games Phase option being removed or dismantled the ODA shall:-
 - 8.1 construct or procure the construction of the selected option for the Legacy Transformation Phase (or if frustrated a suitable alternative selected in consultation with the Local Planning Authority, the London Borough of Newham and TfL) to an adoptable standard and so it is available for use as soon as reasonably practicable following the Games Phase option being removed, modified or dismantled; and
 - 8.2 make available or procure the making available of the constructed Stratford High Street Crossing for use during the Legacy Transformation Phase.

Schedule 14

NOISE MITIGATION FOR NOISE SENSITIVE PREMISES – *OLYMPIC CONSTRUCTION AND LEGACY TRANSFORMATION PHASES (ODA)*

Part A - Protocol between ODA and Local Planning Authority

1. In this Schedule, the following definitions shall apply:-

"Approved Scheme of Construction Noise Assessment".	a scheme approved by the Planning Authority in accordance with condition SP.0.45 and OD.0.49 of the Site Preparation Permission and the FLPA Planning Permission respectively
"Dwelling"	a house, flat or maisonette or (in a building occupied for purposes other than residential purposes) room used for residential purposes
"Habitable Room"	a living room or bedroom used for residential purposes
"the Noise Insulation Regulations"	the Noise Insulation (Railways and Other Guided Transport Systems) Regulations 1996 (S.I. 1996 No. 428)
"Noise Limits"	whichever is relevant of the Noise Limits for Mitigation and the Noise Limits for Rehousing
"Noise Limits for Mitigation"	75dB LAeq (11 hour) due to noise generated by the Development Works and/or Enabling Works, as predicted or measured at 1m from the façade of an occupied dwelling, during the hours from 07.00 to 18.00 Monday to Friday, and/or 75dB LAeq (7 hour) due to noise generated by the Development Works from 07.00 to 14.00 Saturday and Bank Holidays for working daytime periods and /or 55dB LAeq (any 1 hour) due to noise generated by the Development Works, as predicted or measured at 1m from the façade of an occupied dwelling for working night time periods (22:00 to 07:00)
"Noise Limits for Offer of Rehousing"	the occurrence of either (due to noise generated by the Development Works and/or Enabling Works) of: (a) 65dB LAeq(1 hour) and/or (b) 10dB LAeq (any 1 hour) above the ambient noise level for the corresponding time of night as in either case predicted or measured at 1m from the façade of an occupied Dwelling for working night time periods (22:00 to 07:00)
"Noise Mitigation Works"	works to insulate Qualifying Rooms against noise including works making provision for ventilation or solar control to a specification equivalent to that set out in Schedule 1 to the Noise Insulation Regulations together with necessary consequential making good of decorations
"Noise Predictions"	predictions for the likely level of noise exposure associated with the Development Works and/or Enabling Works during the Olympic Construction Phase
"Qualifying Dwellings"	those Dwellings and other buildings including rooms used for residential purposes which are occupied and where Noise Predictions submitted in accordance with the Approved Scheme for Noise Assessment indicate that the Noise Limits will be exceeded for periods equal to or in excess of any of the Qualifying Periods

“Qualifying Facades”	those facades (i.e. outer walls) of Qualifying Dwellings
“Qualifying Occupier”	the person occupying or entitled to occupy the relevant Qualifying Dwelling and having necessary consents from any owner of the freehold or long leasehold interest in that Qualifying Dwelling and any mortgagee or other person (if any) who is or may be entitled to possession and occupation of the relevant Dwelling and to treat with the Owner for the purposes of Noise Mitigation Works
“Qualifying Daytime Period for Noise Mitigation”	10 or more days within a period of 15 or fewer consecutive days when work is taking place; or 40 or more days within any period of 6 calendar months.
“Qualifying Night-time Period for Noise Mitigation”	any 10 night-time periods within a period of 15 or fewer consecutive nights when work is taking place; or 40 or more night-time periods within any period of 6 calendar months
“Qualifying Period for Offer of Rehousing”	any 10 night-time periods within a period of 15 or fewer consecutive nights when work is taking place; or 40 or more night-time periods within any period of 6 calendar months.
“Qualifying Periods”	any of the Qualifying Daytime Period for Noise Mitigation, Qualifying Night-time Period for Noise Mitigation and Qualifying Period for Offer of Rehousing during which the Noise Limits are predicted in accordance with the Approved Scheme of Construction Noise Assessment to be exceeded in one or more Qualifying Rooms of a Qualifying Dwelling
“Qualifying Rooms”	Habitable Room with an external window or door on a Qualifying Facade as at the date of this Agreement
“Rehousing”	temporary rehousing (within a dwellinghouse, guest house or an hotel) for the period (being not less than the Qualifying Period) during which the Noise Limits for Offer of Rehousing are predicted to be exceeded in one or more Qualifying Rooms of a Qualifying Dwelling
“Required Notice Period”	3 months’ notice for where the period of temporary rehousing is for duration of more than 1 month and 1 month’s notice where the period of temporary rehousing is for duration of more than 1 week

2. The ODA shall as soon as practicable following the date of this Agreement:-
 - 2.1 identify the costs associated with the Noise Mitigation Measures and ringfence these monies from other monies in the ODA’s budget;
3. The ODA shall, in accordance with the Approved Scheme of Construction Noise Assessment:-
 - 3.1 identify all likely Qualifying Dwellings;
 - 3.2 prepare Noise Predictions;
 - 3.3 assess, on the basis of the relevant Qualifying Periods which of the Qualifying Facades is likely to experience noise in excess of the Noise Limits for Mitigation and/or the Noise Limits for Offer of Rehousing.
4. The ODA shall as soon as practicable, and not less than the Required Notice Period before the works which will give rise to noise in excess of the Noise Limits for Rehousing (and the Qualifying Period for Offer of Rehousing) are programmed to Commence, make an offer of Rehousing for a

period of not less than the Qualifying Period or (in the ODA's reasonable discretion) make an offer of alternative Noise Mitigation Works to Qualifying Occupiers

5. Any offer of Rehousing shall be on reasonable terms and conditions and shall :-
 - 5.1 offer Rehousing to a reasonable standard in a reasonable location having regard to the reasonable needs of the Qualifying Occupiers and to the duration of the Rehousing;
 - 5.2 include information about the number of days and dates for which Rehousing is being offered;
 - 5.3 confirm that Rehousing will apply to all Qualifying Occupiers;
 - 5.4 provide details of the nature and location of the Rehousing (and of any grants or other payments to be made in respect of subsistence or travel);
 - 5.5 provide a last date (which must be reasonable in the circumstances) by which the offer must have been accepted by Qualifying Occupiers.
6. Upon receipt of an acceptance of the offer of Rehousing before the last date for acceptance to ensure the Rehousing is available in line with the offer the ODA shall comply with the terms of the accepted offer.
7. Any offer to undertake Noise Mitigation Works shall be on reasonable terms and conditions and shall:-
 - 7.1 include information about the predicted numbers of day and/or night time period when the Noise Limits are likely to be exceeded;
 - 7.2 identify the Qualifying Rooms;
 - 7.3 identify the form of Noise Mitigation Works proposed (or seek access for the purposes of survey to ascertain whether noise insulation is already fitted and the most appropriate works);
 - 7.4 seek the authorisation of the Qualifying Occupier (and, where different, the owner of the Qualifying Dwelling) to undertake the Noise Mitigation Works.
 - 7.5 provide a last date (which must be reasonable in the circumstances) by which the offer must have been accepted by Qualifying Occupiers.
8. Upon receipt of an acceptance of the offer to undertake Noise Mitigation Works that meets the requirements of paragraph 9 and subject to its workmen and/or contractors being permitted access at all reasonable times, the ODA shall, as soon as practicable and before the works that will give rise to noise in excess of the Noise Limits for the Qualifying Daytime Period for Noise Mitigation or for the Qualifying Night-time Period for Noise Mitigation, Commence:-
 - 8.1 complete any necessary surveys or measurements of the Qualifying Dwelling;
 - 8.2 procure the installation of the Noise Mitigation Works, with priority being given to the most relevant Qualifying Rooms; and
 - 8.3 provide such guarantee and/or maintenance period for the work undertaken as is reasonable.
9. The ODA shall only be obliged to a Qualifying Occupier under paragraph 8 if the relevant Qualifying Occupier in his or her acceptance of the ODA's offer to carry out Noise Mitigation Works:-
 - 9.1 undertakes with the ODA in a legally enforceable form reasonably satisfactory to the ODA (acting reasonably) that works carried out by the ODA will be in full and final settlement of any statutory claim in respect of that Dwelling for Noise Mitigation Works (or any other noise mitigation works) of any kind arising out of the construction of the Development albeit not of any claim (if any) in relation

to depreciation in the value of the Dwelling as a consequence of the physical effects of works which the Qualifying Occupier may be entitled to make under the Land Compensation Act 1973; and

- 9.2 produces evidence that is reasonably satisfactory to the ODA (acting reasonably) that there is no other person entitled either to be or as a Qualifying Occupier to claim for Noise Mitigation Works to be carried out in respect of that Dwelling or (if there is) procures that each such person is bound in legally enforceable form by the undertaking referred to at paragraph 8.1 and (if relevant) agrees to the relevant Noise Mitigation Works being carried out.
10. The ODA shall regularly (and not less frequently than once every 6 months) provide such information to the Local Planning Authority as the Local Planning Authority reasonably requests regarding offers of Rehousing or Noise Mitigation Works made to Qualifying Occupiers and details of those offers accepted and, in the case of Noise Mitigation Works, any instances where the works could not be undertaken before the noisy works commenced.
11. The maximum total liability of the ODA under this Schedule 14 shall not exceed £1,350,000 (one million three hundred and fifty pounds).

Part B

1. In respect of any remaining Notified Legacy Modification Works not yet completed or commitments referred to in Part A of this Schedule not having been complied with by the ODA or any other Legacy Modification Works not Commenced or completed during the Legacy Transformation Phase, during the Legacy Phase the LDA shall subject to having secured any necessary Requisite Consents Comply with the commitments of the ODA in this Schedule substituting the LDA for the ODA and in such circumstances for the purposes of so Complying the Legacy Transformation Phase shall be deemed to be extended until the Legacy Modification Works are Practically Completed for the purposes of Part A of this Schedule
2. The covenant in paragraph 1 of this Part B of the Schedule is a Strategic Delivery Covenant.

Schedule 15

TRANSPORT AND OLYMPIC TRANSPORT PLAN MEASURES –*OLYMPIC CONSTRUCTION AND GAMES PHASES (AND LEGACY TRANSFORMATION PHASE AS APPLICABLE) (ODA) AND LEGACY PHASE (LDA)*

TRANSPORT MEASURES

Part A - Protocol between ODA and Local Planning Authority

RECITAL

Some required transport mitigation measures in relation to the Development are not to be part of the OPTEMS and are provided for in this Schedule.

OPERATIVE PROVISIONS

Part 1 - TfL Matters

1. INTERPRETATION

In this Schedule, the following words shall have the following meanings:

“Account”	an account via which Interest is earned with interest being added to capital
“Bus Service”	timetabled service transporting members of the public
“Bus Subsidy Accounts”	the Construction Phase Subsidy Account and the Legacy Transformation Phase Subsidy Account
“Construction Phase Subsidy Account”	Account in the name of TfL in which to hold the Construction Phase Bus Subsidy Payment
“Construction Phase Diversions”	delivery of rerouting of Bus Services on the Routes
“Construction Phase Subsidy Payment”	two million three hundred and seventy thousand pounds (£2,370,000)
“Costs”	reasonable and proper costs associated with bus operations for providing the relevant Bus Service along the relevant Route (which shall include TfL’s standard and reasonable administration fee)
“Interest”	interest at no less a rate than the best rate that can reasonably be secured for deposits on the London Interbank Market for withdrawal at one month’s notice
“Legacy Transformation Phase Improvements”	delivery of Bus Services to serve the Legacy Transformation Development taking account of the indicative Table at Appendix 15
“Legacy Transformation Phase Subsidy Account”	Account in the name of TfL in which to hold the Legacy Transformation Phase Subsidy

Payment

"Legacy Transformation Phase Subsidy Payment" five million two hundred thousand pounds (£5,200,000)

"Routes" in relation to the Construction Phase: route number 276; and in relation to the Legacy Transformation Phase: route numbers D8, 308, 262 and 388; along with (in each case) such other routes (if any) as the ODA and TfL may from time to time agree

"Travel Plans" A travel plan as submitted pursuant to condition LTD.28 of the FLPA or an event management plan as submitted pursuant to condition LTD.27 of the FLPA

PART A - ODA Protocol

2. The commitments of the ODA under paragraph 3 are conditional upon and shall not take effect until TfL has both:

2.1 covenanted with the ODA in the form attached at Schedule 32 to perform the proposed obligations set out (and to manage monies received from the ODA in the manner set out) in paragraph 4; and

2.1.1 (in the case of payments under paragraph 3.1) set up the Construction Phase Subsidy Account in accordance with paragraph 4 of this Schedule; and

2.1.2 (in the case of payments under paragraph 3.2) set up the Legacy Transformation Phase Account in accordance with paragraph 4 of this Schedule

3. **BUS SUBSIDY PAYMENTS**

3.1 **Construction Phase**

3.1.1 Within 21 days of the date of this Agreement the ODA shall pay to TfL the Construction Phase Subsidy Payment for the purposes of the Construction Phase Diversions

3.2 **Legacy Transformation Phase Subsidy Account**

3.2.1 Within 21 days of the date of this Agreement the ODA shall pay to TfL the Legacy Transformation Phase Subsidy Payment for the purposes of the Legacy Transformation Phase Improvements

4. **ESTABLISHMENT AND OPERATION OF ACCOUNTS**

4.1 TfL shall:

4.1.1 subject to receipt of the sums referred to in paragraph 3.1.1 procure the Construction Phase Diversions; and

- 4.1.2 subject to receipt of the sum referred to in paragraph 3.2.1 procure the Legacy Transformation Phase Improvements
- 4.2 TfL shall within 10 days of the date of this Agreement set up the Construction Phase Subsidy Account and notify the ODA and the Local Planning Authority that it has done so and shall within 5 days of receipt pay the Construction Phase Subsidy Payment received under paragraph 3.1.1 into the Construction Phase Subsidy Account.
- 4.3 TfL shall within 10 days of the date of this Agreement set up the Legacy Transformation Phase Subsidy Account and notify the ODA and the Local Planning Authority that it has done so and shall within 5 days of receipt pay the Legacy Transformation Phase Subsidy Payment received under paragraph 3.2.1 into the Legacy Transformation Phase Subsidy Account.
- 4.4 All interest earned on sums from time to time held on the Bus Subsidy Accounts shall be accumulated with capital held on the Bus Subsidy Accounts.
- 4.5 No sum held on either of the Bus Subsidy Accounts may be applied otherwise than for the purpose for which it was paid into the relevant Bus Subsidy Accounts or for defraying bank charges or tax due on interest.
- 4.6 TfL shall account (including details of the purposes for which expenditure has been made) to the ODA and the Local Planning Authority on a six-monthly basis giving details of all monies withdrawn from each of the Bus Subsidy Accounts (where there have been any withdrawals) and for interest in each of the Bus Subsidy Accounts.
- 4.7 Monies may not be applied from the Construction Phase Subsidy Account towards Legacy Transformation Phase Improvements or from the Legacy Transformation Phase Subsidy Account towards Construction Phase Diversions and no monies may be applied from either account other than towards Costs incurred in order to deliver the diversions or improvements for which monies on the relevant account are held.
- 4.8 The balance outstanding on the Construction Phase Subsidy Account shall be repaid to the ODA on whichever is the later of:
- 4.8.1 the date 21 days after return of the Route to Carpenters Road; and
 - 4.8.2 the seventh anniversary of the date of this Agreement.
- 4.9 The balance outstanding on the Legacy Transformation Phase Subsidy Account shall be repaid to the ODA on the seventh anniversary of the start of the Legacy Transformation Phase.

5. **BUS STANDS AT THE IBC/MPC**

Subject to securing Requisite Consents the ODA agrees prior to first occupation of the IBC/MPC or the Multi-Use Sports Venue post Games to incorporate within the Development 1 (one) bus stand capable of accommodating two buses in the vicinity of the northern end of the IBC/MPC to support the Legacy Transformation Phase Improvements.

6. **MONITORING OF TRAVEL PLANS**

The ODA shall ensure that reasonable monitoring and surveys of information (which may comprise monitoring and survey work undertaken under Schedule 4 in relation to OPTEMS and/or the Construction Transport Management Group) shall be undertaken of the operation of the Travel Plans in the Olympic Construction Phase the Games Phase and the Legacy Transformation Phase

which shall be compliant with iTRACE (or any other reasonable replacement system, which may be notified to the ODA by TfL from time to time) and such information shall be reported directly to TfL, the Local Planning Authority and the relevant Host Boroughs as soon as reasonably practicable.

7. PUDDING MILL DLR STATION

By the end of 2009 the ODA shall have carried out a review of the crowd management arrangements for users of Pudding Mill Lane DLR station during events at Legacy Venues. The review shall be designed to address any reasonable concerns on TfL's part concerning how crowd management at Pudding Mill Lane DLR Station will be effected during the Legacy Phase and to make recommendations as to how the station may be operated in a safe and convenient way at such time. The ODA shall agree with the Local Planning Authority and TfL the scope of measures, funding and implementation required as a result of this review and the ODA shall either (i) implement those measures or (ii) ensure that the Legacy Venue operators do so (in relation to (i) or (ii) subject to securing any Requisite Consents); or (iii) shall provide funding to TfL to carry out the works provided that they have the necessary Consents to carry out the works before the Olympic Stadium is brought back into use. Event Management Plans (to be submitted pursuant to planning condition LTD 27 of the FLPA) will be (if appropriate having regard to the measures decided upon following the station review by the ODA) used to secure funding and implementation of measures for travel demand management and operational measures during events in the Legacy Venues.

Part B - LDA Obligation

1. In the Legacy Phase the LDA shall ensure that reasonable monitoring and surveys of information shall be undertaken in respect of the operation of each of the Travel Plans for the period of five years beginning on the date of first Occupation of the premises to which the Travel Plan relates which shall be compliant with iTRACE (or any other reasonable replacement system, which may be notified to the LDA by TfL from time to time) and such information shall be reported directly to TfL, the Local Planning Authority and the relevant Host Boroughs.

PART 2 - OLYMPIC TRANSPORT PLAN

OLYMPIC TRANSPORT PLAN

Part A - Protocol between ODA and Local Planning Authority

RECITAL

Under Section 10 of the Olympic Act the ODA is to prepare and keep under review the Olympic Transport Plan which is a plan for addressing transport matters relating to the Olympic Games and Paralympic Games. Under Section 10(3) of the said Act before preparing or revising the Olympic Transport Plan the ODA is to consult specified bodies.

OPERATIVE PROVISIONS

1. During the Olympic Construction Phase and Games Phase (and Legacy Transformation Phase if the Olympic Transport Plan contains or is proposed to contain measures relevant to the Legacy Transformation Phase), the ODA shall expeditiously:
 - 1.1 consult with the Local Planning Authority on the future preparation review and implementation of measures outlined in the Olympic Transport Plan; and
 - 1.2 provide to the Local Planning Authority annual progress reports on implementation of the measures outlined in the Olympic Transport Plan.

Schedule 16

TELEVISION RECEPTION - *OLYMPIC CONSTRUCTION, GAMES AND LEGACY TRANSFORMATION PHASES (ODA) AND LEGACY PHASE (LDA)*

Part A - Protocol between ODA and Local Planning Authority

1. Prior to Commencement of above ground works in respect of the Velodrome, Main Stadium and the wind turbine to be constructed as part of the Development or any one of them, the ODA shall commission a Reception Consultant to:-
 - 1.1 produce a plan showing the areas of potential shadow in the vicinity of the relevant building from satellite television transmitters and the terrestrial television transmitter stations at Crystal Palace ("the Relevant TV Reception Study Area") and provide a copy of that plan to the Local Planning Authority;
 - 1.2 carry out a survey to assess the standard of terrestrial and satellite television reception to residential properties within the Relevant TV Reception Study Area of the relevant building; ("the First Reception Survey"); and
 - 1.3 provide a copy of the Reception Consultant's report setting out the results of the First Reception Survey to the Local Planning Authority.
2. As soon as reasonably practicable following practical completion of the Velodrome, Main Stadium or the wind turbine, the ODA shall:-
 - 2.1 commission the Reception Consultant to carry out a second survey to assess the effect of the relevant building on terrestrial and satellite television reception to residential properties within the Relevant TV Reception Study Area and to advise if any TV Reception Mitigation Measures are required ("the Second Reception Survey"); and
 - 2.2 upon receipt provide a copy of the Reception Consultant's report setting out the results of the Second Reception Survey to the Local Planning Authority.
3. In the event that any Second Reception Survey reveals a significant deterioration in terrestrial and/or satellite television reception to any residential property or properties in the Relevant TV Reception Study Area since the date of the First Reception Survey, and such deterioration is in the reasonable opinion of the Reception Consultant directly attributable to the Development (but not otherwise), the ODA shall within 3 months of receiving the Reception Consultant's report setting out the results of the Second Reception Survey:-
 - 3.1 agree with the Local Planning Authority the TV Reception Mitigation Measures that should be implemented with the Reception Consultant;
 - 3.2 identify the costs associated with the TV Reception Mitigation Works and keep those monies ringfenced from other monies in the ODA's budget for the delivery of the Games;
 - 3.3 to the extent that the TV Reception Mitigation Works involve works to individual properties the ODA shall deliver to each of the properties affected an offer (with reasonable terms and conditions incorporating those below) in a form which would if validly accepted by the occupier of the affected property within six months of the date of the ODA's offer constitute a legally binding contract either:-
 - 3.3.1 (subject to the occupier granting access to the ODA and the ODA's workmen contractors and other representatives at reasonable times to be arranged) to carry out the TV Reception Mitigation Works; or

- 3.3.2 following receipt from the occupier of a minimum of 2 quotations for the TV Reception Mitigation Works and approval of one of the submitted quotations by the ODA (such approval not to be unreasonably withheld or delayed) upon the receipt by the ODA from the occupier of a receipted invoice from the contractor who gave the approved quotation to pay within 14 days to the occupier the price (inclusive of VAT) quoted in such quotation for such TV Reception Mitigation Works; or
- 3.3.3 on receipt from the occupier of a receipted invoice from a contractor first approved by the ODA (such approval not to be unreasonably withheld or delayed) confirming that the TV Reception Mitigation Works have been carried out to pay to the occupier the lesser of the price (inclusive of VAT) included on the invoice for the TV Reception Mitigation Works (but not other works) and the sum of £175 (one hundred and seventy five pounds);

PROVIDED THAT the ODA shall only be obliged to an occupier under the above paragraph 3.3.3 if the relevant occupier in his or her acceptance of the ODA's offer to carry out the TV Reception Mitigation Works or to pay the cost of the TV Reception Mitigation Works as per the ODA's offer:-

- (a) undertakes with the ODA in legally enforceable form reasonably satisfactory to the ODA (acting reasonably) that sums paid and works carried out by the ODA (acting reasonably) will be in full and final settlement of any claim in respect of that property for TV Reception Mitigation Works of any kind arising out of the construction operation or use of the relevant building; and
- (b) produces evidence that is reasonably satisfactory to the ODA that there is no other person entitled to claim for TV Reception Mitigation Works to be carried out in respect of that property or (if there is) procures that each such person is bound in legally enforceable form by the undertaking referred to above and (if relevant) agrees to the relevant TV Reception Mitigation Works being carried out.

3.4 Thereafter the ODA shall either:-

- 3.4.1 carry out the TV Reception Mitigation Works in respect of the properties affected on receipt of a valid acceptance of the offer referred to in paragraph 3.3 from the relevant occupier subject to its workmen and/or contractors being permitted access at all reasonable times; or
- 3.4.2 following receipt from the occupier of a minimum of 2 quotations for the TV Reception Mitigation Works and approval of one of the submitted quotations by the ODA (such approval not to be unreasonably withheld or delayed) upon the receipt by the ODA from the occupier of a receipted invoice from the contractor who gave the approved quotation pay within 14 days to the occupier the price (inclusive of VAT) quoted in such quotation for such TV Reception Mitigation Works; or
- 3.4.3 pay to the relevant occupier on receipt from the occupier of a receipted invoice from a contractor first approved by the ODA (such approval not to be unreasonably withheld or delayed) confirming that the TV Reception Mitigation Works have been carried out the lesser of the price (inclusive of VAT) included on the invoice for the TV Reception Mitigation Works (but not other works) and the sum of £175 (one hundred and seventy five pounds).

3.5 It is hereby acknowledged by the Local Planning Authority that the ODA may instead of making an offer under paragraphs 3.3 or carrying out the works or paying monies under paragraph 3.4 carry out works to boost signals generally in the area of some or all of the affected properties in substitution for works to individual properties if the Reception Consultant (acting reasonably) certifies to the Local Planning Authority (providing reasonable evidence) that this would be likely restore the quality of terrestrial and/or satellite television reception to the relevant affected property or properties within the Relevant TV Reception Study Area to the standard assessed in the relevant

First Reception Survey provided that an assessment of the effects of such boosting shows no other significant adverse impacts or if any such adverse impacts are identified that the Local Planning Authority approves such boosting;

- 3.6 If the ODA is to carry out TV Reception Mitigation Works in relation to any of the properties affected the ODA shall carry out such works as soon as practicable after receipt of the relevant occupier's letter of acceptance;
- 3.7 to the extent that the TV Reception Mitigation Works are to antennae and equipment not on individual properties the ODA shall use Reasonable Endeavours to, within 6 months of receiving the Reception Consultant's report setting out the results of the Second Reception Survey, obtain or procure any Requisite Consents required to implement these TV Reception Mitigation Works and subject to receipt of those Requisite Consents carry out or procure the carrying out of the TV Reception Mitigation Works as soon as reasonably practicable following receipt of those consents;
- 3.8 the ODA shall regularly provide information (not less than on a quarterly basis) to the Local Planning Authority in respect of all sums paid and works undertaken and shall keep the Local Planning Authority informed (not less than on a quarterly basis) regarding continuing discussions (if any) being held with the occupiers of the properties affected.
4. If prior to the end of the Legacy Transformation Phase the Local Planning Authority passes to the ODA any complaints about a significant deterioration in terrestrial and/or satellite television reception to any residential property or properties that is claimed to be attributable to the Development the ODA shall:-
 - 4.1 consult the Reception Consultant in respect of such claim;
 - 4.2 if in the reasonable opinion of the Reception Consultant the complaint of significant deterioration in terrestrial and/or satellite television reception is directly attributable to the Development (but not otherwise), deal with the complainant as set out in paragraphs 3.3 to 3.7 inclusive; and
 - 4.3 provide information (not less than on a quarterly basis) to the Local Planning Authority as to how the complaint has been dealt with including details of all sums paid and works undertaken and discussions held with the complainant.
5. The maximum total liability of the ODA under this Schedule shall not exceed £1,750,000 (one million seven hundred and fifty thousand pounds).

Part B

1. In respect of any remaining Notified Legacy Modification Works not yet completed or commitments referred to in Part A of this Schedule not having been complied with by the ODA or any other Legacy Modification Works not Commenced or completed during the Legacy Transformation Phase, during the Legacy Phase the LDA shall subject to having secured any necessary Requisite Consents Comply with the commitments of the ODA in this Schedule substituting the LDA for the ODA and in such circumstances for the purposes of so Complying the Legacy Transformation Phase shall be deemed to be extended until the Legacy Modification Works are Practically Completed for the purposes of Part A of this Schedule
2. The covenant in paragraph 1 of this Part B of this Schedule is a Strategic Delivery Covenant.

Schedule 17

LOCAL EMPLOYMENT AND TRAINING FRAMEWORK – *OLYMPIC CONSTRUCTION PHASE (LDA AND ODA)*

Part A - Protocol between ODA and Local Planning Authority

1. If the LDA is unable to secure the funding sought pursuant to Part B of this Schedule having used Reasonable Endeavours to seek such funding, then the ODA shall (as soon as reasonably practicable following the LDA confirming that it has not been successful in securing funding) use Reasonable Endeavours to apply to the Government to seek the release of additional funds to the ODA to enable such funds to be applied to extend the Local Employment Training Framework beyond 2009 to the end of the Legacy Transformation Phase. If additional funding is forthcoming from the Government, then the ODA shall provide such funding either toward the continuation of the Local Employment Training Framework or if the Local Planning Authority so requests towards the alternative workable arrangement referred to in Schedule 8 (Local Employment Opportunities) to the end of the Legacy Transformation Phase.

Part B

1. The LDA shall use Reasonable Endeavours to seek funding to extend the Local Employment Training Framework beyond 2009 to apply to the Development to the end of the Legacy Transformation Phase.
2. The covenant in Paragraph 1 of this Part B to this Schedule is a Strategic Delivery Covenant.

Schedule 18

CCTV FRAMEWORK –LEGACY TRANSFORMATION PHASE (ODA) AND LEGACY PHASE (LDA)

Part A - Protocol between ODA and Local Planning Authority

1. The ODA shall:-
 - 1.1 submit for approval by the Local Planning Authority under the relevant conditions attached to the Planning Permissions prior to the Commencement of the Legacy Transformation Phase proposals for the retention of a CCTV Security system for monitoring the Olympic Park beyond the end of the Olympic Games Phase;
 - 1.2 (subject to securing any necessary Requisite Consents) Comply during the Legacy Transformation Phase with any proposals as set out in paragraph 1.1 above which are submitted to and approved by the Local Planning Authority under the terms of any of the Planning Permissions.

Part B

1. In the Legacy Phase, the LDA shall subject to securing any necessary Requisite Consents maintain Compliance with any approved proposals set out in paragraph 1.1 above save to the extent that compliance with such approved proposals would prejudice delivery of the Legacy Communities Development.
2. The covenant in paragraph 1 of this Part B of the Schedule is a Strategic Delivery Covenant.

Schedule 19

VENUE AND PARK TRANSFORMATION - LEGACY TRANSFORMATION PHASE (ODA) and LEGACY PHASE (LDA)

Part A - Protocol between ODA and Local Planning Authority

1. The ODA shall subject to securing any necessary Requisite Consents use Reasonable Endeavours to achieve a target timescale for completing the Notified Legacy Modification Works by 31 December 2014.
2. The ODA shall during the Legacy Transformation Phase take the following specified steps to make Development Platforms ready for post Games uses:-
 - 2.1 the removal of temporary structures installed only for the purpose of hosting the Games;
 - 2.2 (where appropriate to the location) such temporary soft and hard landscaping of such Development Platforms (where appropriate) as is reasonable in the circumstances having regard inter alia to the location, whether and what extent there is a reasonable need for such landscaping given the length of time reasonably envisaged prior to redevelopment, and cost;
 - 2.3 maintenance and security measures to ensure all Development Platforms are maintained in a neat, tidy and safe condition; and
 - 2.4 creating temporary accessible routes across the Olympic Park from north east south and west via permissive paths constructed to TAA Standards in accordance with the plan at Appendix 14 and having regard to the Legacy Masterplan Framework or such other temporary alternative permissive paths as the as the ODA may from time to time propose and the Local Planning Authority may from time to time approve

Provided That nothing in this paragraph shall prevent the ODA from diverting or closing such route in any of the following events:-

- 2.4.1 if a replacement route is envisaged that replacement route has been provided and is available for use to the public (save to the extent that where it is proposed that any replacement route will be located over any of the same points as any temporary route and it would not be practicable to erect such replacement route or part thereof whilst such temporary route remains open but in such case any closure shall be for the minimum time reasonably practicable until such replacement route is provided) in accordance with the provisions of this Schedule unless otherwise agreed by the Local Planning Authority; and/or
- 2.4.2 if the continued use of the route is inconsistent with any planning permission granted after the date of this Agreement or with any approval of details under the Planning Permissions Provided That if any replacement route for a permanent route is proposed due to any such inconsistency that replacement route has been constructed and is available for use unless otherwise agreed with the Local Planning Authority and/or save where such replacement route will be located over any of the same points as any such permanent route which has to be closed and it would not be practicable to erect such replacement route whilst such permanent route remains open but in such case any closure shall be for the minimum time reasonably practicable until such replacement route is provided; and/or
- 2.4.3 a Permitted Closure Event; and/or
- 2.4.4 where any persons or groups of people are carrying out or are engaged in or are apprehended on the basis of there being a reasonable suspicion that they are likely to carry out or become engaged in any Prohibited Activity on any part of such routes provided that such closure will be limited to those persons or groups of people.

3. The ODA shall consider in consultation with the LDA and the Local Planning Authority during the Legacy Transformation Phase appropriate and suitable interim uses of the Development Platforms pending Legacy Communities Development in the Legacy Phase Provided that nothing in this paragraph 3 shall require the ODA or LDA to construct above ground works or carry on a commercial business.

Part B

1. The LDA shall at the end of the Legacy Transformation Phase until the times specified below take the following steps except to the extent that such steps would conflict with (a) the implementation of any planning permission granted after the date of this Agreement, (b) the exercise of any lawful or permitted development rights (to the extent available and not otherwise excluded by the Planning Permission or other use), and (c), in respect of paragraph 1.1 only, the carrying out of works not representing development save in relation to the obligation to keep the Development Platforms in a safe condition:-
 - 1.1 implement maintenance and security measures to ensure all Development Platforms are maintained in a neat, tidy and safe condition until such Development Platforms are developed in accordance with the Legacy Communities Development or otherwise lawfully developed;
 - 1.2 maintain accessibility across the Olympic Park from north east south and west via the temporary permissive paths created by the ODA (unless they are dedicated as public highway) in accordance with the plan at Appendix 14 or such other temporary alternative permissive paths as the LDA may from time to time propose and the Local Planning Authority may from time to time approve and having regard to the Legacy Masterplan Framework Provided That nothing in this paragraph shall prevent the LDA from diverting or closing such route in any of the following events:-
 - 1.2.1 if a replacement route is envisaged that replacement route has been provided and is available for use to the public (save to the extent that where it is proposed that any replacement route will be located over any of the same points as any temporary route and it would not be practicable to erect such replacement route or part thereof whilst such temporary route remains open but in such case any closure shall be for the minimum time reasonably practicable until such replacement route is provided) in accordance with the provisions of this Schedule unless otherwise agreed by the Local Planning Authority; and/or
 - 1.2.2 if the continued use of the route is inconsistent with any planning permission granted after the date of this Agreement or with any approval of details under the Planning Permissions Provided That if any replacement route for a permanent route is proposed due to any such inconsistency that replacement route has been constructed and is available for use unless otherwise agreed with the Local Planning Authority and/or save where such replacement route will be located over any of the same points as any such permanent route which has to be closed and it would not be practicable to erect such replacement route whilst such permanent route remains open but in such case any closure shall be for the minimum time reasonably practicable until such replacement route is provided; and/or
 - 1.2.3 a Permitted Closure Event; and/or
 - 1.2.4 where any persons or groups of people are carrying out or are engaged in or are apprehended on the basis of there being a reasonable suspicion that they are likely to carry out or become engaged in any Prohibited Activity on any part of such routes provided that such closure will be limited to those persons or groups of people.
2. The covenants contained in paragraphs 1.2 of this Part B of the Schedule is a Strategic Delivery Covenants.
3. The covenant in paragraph 1.1 of this Schedule is a Management Covenant.

Schedule 20

MANAGEMENT AND USE OF LEGACY EVENT VENUES AND LEGACY PARKING – *LEGACY PHASE* (LDA)

1. The LDA shall Comply with the Events Management Coordination Framework as approved by the Local Planning Authority pursuant to planning condition LTD.26 of the Planning Permission granted pursuant to the FLPA.
2. The covenant in paragraph 1 of this Schedule is a Strategic Delivery Covenant.

Schedule 21

LEGACY BRIDGES - LEGACY TRANSFORMATION PHASE (ODA) AND LEGACY PHASE (LDA)

Part A - Protocol between ODA and Local Planning Authority

It is hereby agreed that the provisions of paragraphs 1 and 2 of this Schedule shall only apply in respect of any bridge until the date on which the route over any bridge is dedicated as a public highway.

1. Throughout the Legacy Transformation Phase, the ODA shall:-
 - 1.1 ensure that that standards to which any permanent bridges (being those identified in the Olympic Applications as permanent bridges) are constructed, altered or modified during the relevant Phase are TAA Standards;
 - 1.2 unless otherwise approved by the Local Planning Authority (recognising that full or partial closures of some or all bridges will be required from time to time but any closure shall be for the minimum time reasonably practicable) ensure that subject to Requisite Consents having been obtained members of the public will be able to use the bridges to be constructed as part of the Development for access as soon as reasonably practicable after the Games (including (i) pedestrian and cycle access and (ii) if applicable motorised traffic) and so far as appropriate having regard to inter alia health and safety construction traffic management and security considerations) subject to the ODA and LDA being entitled to close the bridges or any of them in any of the following events:-
 - 1.2.1 if a bridge is proposed or stipulated to be temporary in the Olympic Application upon the expiry of its temporary use or permission and provided that if a replacement bridge is envisaged that replacement bridge has been provided and is available for use to the public (save where it is proposed that any replacement bridge will be located at the same point as any temporary bridge and it would not be practicable to erect such replacement bridge whilst such temporary bridge remains open but in such case any closure shall be for the minimum time reasonably practicable until such replacement bridge is provided) in accordance with the provisions of this Schedule unless otherwise agreed by the Local Planning Authority;
 - 1.2.2 if a bridge is proposed or stipulated to be permanent in the Olympic Application, if and when the continued use of the bridge is inconsistent with any planning permission granted after the date of this Agreement or with any approval of details under the Planning Permissions Provided That if any replacement bridge for a permanent bridge is proposed due to any such inconsistency that replacement bridge has been constructed and is available for use unless otherwise agreed with the Local Planning Authority and/or save where such replacement bridge will be located at the same point as any such permanent bridge which has to be closed and it would not be practicable to erect such replacement bridge whilst such permanent bridge remains open but in such case any closure shall be for the minimum time reasonably practicable until such replacement bridge is provided; and
 - 1.2.3 in the case of a Permitted Closure Event.
2. The ODA shall be entitled to withdraw public access to the bridges to be constructed as part of the Development in respect of any person or group of people who carry out or are engaged or are apprehended on the basis of there being a reasonable suspicion that they are likely to carry out or become engaged in any Prohibited Activity on any bridge or part of such bridge.

Part B

1. It is hereby agreed that the provisions of paragraphs 2 and 3 of this Schedule shall only apply in respect of any bridge until the date on which the route over any bridge is dedicated as a public highway.
2. Throughout the Legacy Phase, the LDA shall:-
 - 2.1 ensure that any permanent bridges (being those identified in the Olympic Applications as permanent bridges) which are constructed, altered or modified during the Legacy Phase are constructed to TAA Standards;
 - 2.2 ensure that subject to Requisite Consents having been obtained members of the public will be able to use the bridges to be constructed as part of the Development for access (including pedestrian and cycle access and motorised traffic as applicable to the relevant bridge) subject to the LDA being entitled to close the bridges or any of them in any of the following events:-
 - 2.2.1 if a bridge is proposed or stipulated to be temporary in the Olympic Application upon the expiry of its temporary use or permission and provided that if a replacement bridge is envisaged that replacement bridge has been provided and is available for use to the public (save where it is proposed that any replacement bridge will be located at the same point as any temporary bridge and it would not be practicable to erect such replacement bridge whilst such temporary bridge remains open but in such case any closure shall be for the minimum time reasonably practicable until such replacement bridge is provided) in accordance with the provisions of this Schedule unless otherwise agreed by the Local Planning Authority;
 - 2.2.2 if a bridge is proposed or stipulated to be permanent in the Olympic Application, if and when the continued use of the bridge is inconsistent with any planning permission granted after the date of this Agreement or with any approval of details under the Planning Permissions Provided That if any replacement bridge for a permanent bridge is proposed due to any such inconsistency that replacement bridge has been constructed and is available for use unless otherwise agreed with the Local Planning Authority and/or save where such replacement bridge will be located at the same point as any such permanent bridge which has to be closed and it would not be practicable to erect such replacement bridge whilst such permanent bridge remains open but in such case any closure shall be for the minimum time reasonably practicable until such replacement bridge is provided); and
 - 2.2.3 in the case of a Permitted Closure Event.
3. The LDA shall be entitled to withdraw public access to the bridges to be constructed as part of the Development in respect of any person or group of people who carry out or are engaged in or are apprehended or are apprehended on the basis of there being a reasonable suspicion that they are likely to carry out or become engaged in any Prohibited Activity on any bridge or part of such bridge.
4. The covenants in this Part B of this Schedule are Strategic Delivery Covenants.

Schedule 22

LEGACY HIGHWAYS – LEGACY TRANSFORMATION PHASE (ODA) AND LEGACY PHASE (LDA)

Part A - Protocol between ODA and Local Planning Authority

1. It is hereby agreed that the provisions of paragraphs 2 to 3 inclusive of this Part A of this Schedule shall only apply in respect of any route until the date on which such route is dedicated as a public highway.
2. Throughout the Olympic Construction Phase, the Games Phases and Legacy Transformation Phase, the ODA shall ensure that the standards to which all permanent routes to be constructed as part of the Development and that are proposed by the LDA to be dedicated as highways shall be TAA standards.
3. Throughout the Legacy Transformation Phase the ODA shall (prior to the dedication of any routes referred to in paragraph 1) unless otherwise approved by the Local Planning Authority (recognising that full or partial closures of some or all the routes will be required from time to time but any closure shall be for the minimum time reasonably practicable) ensure that members of the public will be able to use the routes (for access as soon as reasonably practicable after the Games (including (i) pedestrian and cycle access and (ii) if applicable motorised traffic) and in so far as it is appropriate having regard to inter alia health and safety construction traffic management and security considerations) to be constructed as part of the Development subject to the ODA being entitled to close the routes or any of them in any of the following events:-
 - 3.1 if a route is proposed or stipulated to be temporary in the Olympic Applications upon the expiry of its temporary use or permission and provided that if a replacement route is envisaged that replacement route has been provided and is available for use to the public (save to the extent that where it is proposed that any replacement route will be located over any of the same points as any temporary route and it would not be practicable to erect such replacement route or part thereof whilst such temporary route remains open but in such case any closure shall be for the minimum time reasonably practicable until such replacement route is provided) in accordance with the provisions of this Schedule unless otherwise agreed by the Local Planning Authority; and/or
 - 3.2 if a route is proposed or stipulated to be permanent in the Olympic Applications, if and when the continued use of the route is inconsistent with any planning permission granted after the date of this Agreement or with any approval of details under the Planning Permissions Provided That if any replacement route for a permanent route is proposed due to any such inconsistency that replacement route has been constructed and is available for use unless otherwise agreed with the Local Planning Authority and/or save where such replacement route will be located over any of the same points as any such permanent route which has to be closed and it would not be practicable to erect such replacement route whilst such permanent route remains open but in such case any closure shall be for the minimum time reasonably practicable until such replacement route is provided; and/or
 - 3.3 a Permitted Closure Event; and/or
 - 3.4 where any persons or groups of people are carrying out or are engaged in or are apprehended on the basis of there being a reasonable suspicion that they are likely to carry out or become engaged in any Prohibited Activity on any part of such routes provided that such closure will be limited to those persons or groups of people.

Part B

1. It is hereby agreed that the provisions of paragraphs 2 to 3 inclusive of this Part B of this Schedule shall only apply in respect of any route until the date on which such route is dedicated as a public highway.
2. Throughout the Legacy Phase the LDA shall (prior to the dedication of any routes referred to in paragraph 1 of this Part B of this Schedule) ensure that members of the public will be able to have access (including pedestrian and cycle access and motorised traffic as applicable to the relevant route) along the routes to be constructed as part of the Development subject to the LDA being entitled to close the routes or any of them in any of the following events:-
 - 2.1 if a route is proposed or stipulated to be temporary in the Olympic Applications upon the expiry of its temporary use or permission and provided that if a replacement route is envisaged that replacement route has been provided and is available for use to the public (save to the extent that where it is proposed that any replacement route will be located over any of the same points as any temporary route and it would not be practicable to erect such replacement route or part thereof whilst such temporary route remains open but in such case any closure shall be for the minimum time reasonably practicable until such replacement route is provided) in accordance with the provisions of this Schedule unless otherwise agreed by the Local Planning Authority; and/or
 - 2.2 if a route is proposed or stipulated to be permanent in the Olympic Applications, if and when the continued use of the route is inconsistent with any planning permission granted after the date of this Agreement or with any approval of details under the Planning Permissions Provided That if any replacement route for a permanent route is proposed due to any such inconsistency that replacement route has been constructed and is available for use unless otherwise agreed with the Local Planning Authority and/or save where such replacement route will be located over any of the same points as any such permanent route which has to be closed and it would not be practicable to erect such replacement route whilst such permanent route remains open but in such case any closure shall be for the minimum time reasonably practicable until such replacement route is provided; and/or
 - 2.3 a Permitted Closure Event; and/or
 - 2.4 where any persons or groups of people are carrying out or are engaged in or are apprehended on the basis of there being a reasonable suspicion that they are likely to carry out or become engaged any Prohibited Activity on any part of such routes provided that such closure will be limited to those persons or groups of people.
3. The covenants referred to in this Part B of this Schedule are Strategic Delivery Covenants.

Schedule 23

SECURITY AND EMERGENCY SERVICES' TELECOMMUNICATIONS - *OLYMPIC CONSTRUCTION PHASE, GAMES PHASE, LEGACY TRANSFORMATION PHASE (ODA)*

Part A - Protocol between ODA and Local Planning Authority

1. The ODA agrees that it shall seek to deliver a safe and secure Development throughout the Olympic Construction Phase, Games Phase and Legacy Transformation Phase and will apply security measures consistent with risk and in a proportional manner. In meeting its commitments, the ODA will (in accordance with the principles in paragraph 1.2) Engage with the following stakeholders:-
 - 1.1.1 the Metropolitan Police Service British Transport Police London Fire Brigade and other emergency services;
 - 1.1.2 the Host Boroughs and the London Borough of Greenwich through their nominated representative;
 - 1.1.3 TfL; and
 - 1.1.4 the Home Office; Department of Culture Media and Sport, and a number of other Government Departments.
- 1.2 Such Engagement shall address with such of the stakeholders listed in Paragraph 1 as ODA considers appropriate in relation to the relevant item the following:-
 - 1.2.1 Any construction worker car parking (to meet the ACPO Park Mark standard)
 - 1.2.2 Bridge design (loadings for vehicles, widths for people flow)
 - 1.2.3 Common domain design (including pedestrian modelling, evacuation, emergency services access, pinch points, fencing design and location, CCTV, lighting, personnel screening plazas, vehicle screening areas, waterway protection)
 - 1.2.4 Venues design (emergency access, evacuation, Front of House and Back of House links, fencing, ESS)
 - 1.2.5 Transport (emergency services access, logistics, vehicle screening)
 - 1.2.6 Utilities (resilience, supply, perimeter crossover)
 - 1.2.7 Provision of temporary police on-site accommodation during the Games Phase
 - 1.2.8 Ways to incorporate 'Secured by Design' and Safer Parking Scheme design methodology throughout the Olympic Park
 - 1.2.9 such other items of a similar nature to those listed in this paragraph 1.2 above concerning security issues associated with the Development as the ODA and the relevant stakeholder may from time to time agree
2. During the Construction Phase the ODA shall work in conjunction with the emergency services to monitor the standard of the coverage and reception of mobile communications utilised by the emergency services on and in the vicinity of the Site in accordance with details to be submitted and approved by the Local Planning Authority.
3. The ODA will address any significant deterioration in the standard of the coverage and reception of mobile communications utilised by the emergency services on and in the vicinity of the Site and

such deterioration is directly attributable to the Development the ODA shall agree with the Local Planning Authority (in consultation with the emergency services) appropriate and proportionate measures to restore the standard of the coverage and reception to an acceptable level (having regard to previous survey results) and thereafter as soon as reasonably practicable and subject to Requisite Consents the ODA shall implement those measures.

Part B

- 1 In respect of any remaining Notified Legacy Modification Works not yet completed or commitments referred to in Part A of this Schedule not having been complied with by the ODA or any other Legacy Modification Works not Commenced or completed during the Legacy Transformation Phase, during the Legacy Phase the LDA shall subject to having secured any necessary Requisite Consents Comply with the commitments of the ODA in this Schedule substituting the LDA for the ODA and in such circumstances for the purposes of so Complying the Legacy Transformation Phase shall be deemed to be extended until the Legacy Modification Works are Practically Completed for the purposes of Part A of this Schedule
2. The covenant in paragraph 1 of this Part B of this Schedule is a Strategic Delivery Covenant.

Schedule 24

DESIGN STANDARDS – OLYMPIC CONSTRUCTION, GAMES AND LEGACY TRANSFORMATION PHASES (ODA) AND LEGACY PHASE (LDA)

Part A - Protocol between ODA and Local Planning Authority

1. Throughout the Olympic Construction Phase, Games Phase and the Legacy Transformation Phase the ODA shall use Reasonable Endeavours to ensure that the highest practicable standards of design will inform and be integrated into the detailed design of the Development, such standards to include so far as applicable to the Development:
 - 1.1 embracing contemporary building technologies;
 - 1.2 embracing modern architectural design;
 - 1.3 innovative use of materials, textures and lighting;
 - 1.4 meeting the standards that are required to achieve an excellent rating in respect of the Building Research Establishment Environmental Assessment Method (or where there are no published BREEAM standards for buildings of the type concerned such reasonably equivalent standards as may be appropriate in the circumstances) in respect of all permanent buildings having a floorspace in excess of 1,000 square metres on the Site except for the Primary Sub-Station, the Energy Centre and the Multi-Storey Car Park save that in the case of the Multi-Storey Car Park unless otherwise agreed with the Local Planning Authority this exception shall not apply to any fully enclosed element of the Multi-Storey Car Park which is converted from use for vehicle parking to an employment, commercial or residential use during the Legacy Transformation Phase;
 - 1.5 applying the Civil Engineering Environmental Quality Assessment and Award Scheme to infrastructure on the Site to assist in managing environmental issues during design, enabling and construction works; and
 - 1.6 compliance with the ODA commitments in Schedule 7 (Inclusive Access) to this Agreement.
2. In delivering the standards of design pursuant to paragraph 1 of this Part A to this Schedule, the ODA shall have regard to:-
 - 2.1 wherever possible industry standards of Best Practice in delivering good quality design;
 - 2.2 adopted and emerging planning policy;
 - 2.3 industry guidance in relation to delivering good quality design; and
 - 2.4 development designers and users working together to deliver the best reasonably practicable solutions for achieving the highest quality design within the Development.
3. The ODA shall use Reasonable Endeavours to ensure that there is an independent review (communicated to the Local Planning Authority) of the standards of design and implementation of them in respect of all Games projects within the Site. This review shall be undertaken by the Olympic Design Review Panel (which will include representatives of CABE and Design for London) at each of the design and planning stages as set out in the ODA's Design Strategy 2002 (Designing for Legacy)

Part B

1. In respect of any Legacy Modification Works not yet complete or commitments referred to in Part A of this Schedule not having been complied with by the ODA during the Legacy Transformation Phase, during the Legacy Phase the LDA shall subject to securing any necessary Requisite Consents ensure as applicable to any such remaining Legacy Modification Works that the highest practicable standards of design will inform and be integrated into the detailed design of any remaining Legacy Development not yet complete during the Legacy Transformation Phase such standards to include:-
 - 1.1 embracing contemporary building technologies;
 - 1.2 embracing modern architectural design;
 - 1.3 innovative use of materials, textures and lighting;
 - 1.4 meeting the standards that are required to achieve an excellent rating in respect of the Building Research Establishment Environmental Assessment Method (or where there are no published BREEAM standards for buildings of the type concerned such reasonably equivalent standards as may be appropriate in the circumstances) in respect of all permanent buildings having a floorspace in excess of 1000 square metres on the Site except for the Primary Sub-Station, the Energy Centre and the Multi-Storey Car Park save that in the case of the Multi-Storey Car Park unless otherwise agreed with the Local Planning Authority this exception shall not apply to any fully enclosed element of the Multi-Storey Car Park which is converted from use for vehicle parking to an employment, commercial or residential use;
 - 1.5 applying the Civil Engineering Environmental Quality Assessment and Award Scheme to infrastructure on the Site to assist in managing environmental issues during design, enabling and construction works; and
 - 1.6 compliance with the ODA commitments in Schedule 7 (Inclusive Access) to this Agreement.
2. In delivering the standards of design pursuant to paragraph 2 of this Schedule, the LDA shall have regard to:-
 - 2.1 wherever possible industry standards of Best Practice in delivering good quality design;
 - 2.2 adopted and emerging planning policy;
 - 2.3 industry guidance in relation to delivering good quality design; and
 - 2.4 development designers and users working together to deliver the best reasonably practicable solutions for achieving the highest quality design within the Development.
3. The covenants in paragraphs 1 and 2 of this Part B to this Schedule are Strategic Delivery Covenants.

Schedule 25

LOCAL PLANNING AUTHORITY'S OBLIGATIONS

1. Exclusions applicable to all below

- 1.1 All obligations under this Schedule are subject to Clause 2.4
- 1.2 The obligations set out below are not to apply (other than as to pre-application discussions and target timescales) to applications for planning permissions or to applications for approvals under conditions attached to planning permissions
- 1.3 The obligations below are covenants of the Local Planning Authority with the LDA and are commitments of the Local Planning Authority to the extent that they are to be relied upon by the ODA. To the extent that any commitments of the ODA require any Consent from the Local Planning Authority they are conditions precedent to the ODA performing its commitment

2. Not unreasonably withhold or delay consent

The Local Planning Authority covenants with the LDA (and it is a pre-requisite to the performance of any commitment on the part of the ODA to the extent that is dependent on such a Consent) that where the Consent of the Local Planning Authority is required for any purpose under or in connection with the terms of this Agreement the Local Planning Authority shall not unreasonably withhold or delay the issuing of such Consent or a decision in relation to any request for a Consent.

3. Procedure in relation to requests for Consents

Wherever in this Agreement any Consent is required or requested from the Local Planning Authority or where there is provision for anything to be otherwise agreed with or approved by the Local Planning Authority the following obligations and commitments shall apply:

- 3.1 The Local Planning Authority covenants to deal with that requirement or request diligently and expeditiously having regard to the circumstances
- 3.2 If the ODA or LDA requests discussions in relation to the subject matter of that Consent before a formal request is made the Local Planning Authority shall endeavour in good faith to participate in such discussions to the extent reasonable having regard to the circumstances
- 3.3 After a formal request has been made to the Local Planning Authority for any Consent (this obligation not applying to any application for planning permission or for approval under conditions attached to any application for planning permission) the Local Planning Authority shall use Reasonable Endeavours to deliver a decision in relation to the same as soon as reasonably practicable
- 3.4 The Local Planning Authority shall so long as the ODA and/or the LDA as applicable do likewise seek proactively to establish common ground and to narrow any potential areas of dispute or disagreement
- 3.5 Should it become apparent at any time during its consideration of the application for a Consent that the Local Planning Authority is more likely to reject than to grant that Consent the Local Planning Authority shall endeavour in good faith to notify the person applying for that Consent to that effect irrespective of when within the determination process that applies
- 3.6 The Local Planning Authority shall give (or shall confirm) its decision in relation to any request for any Consent in writing and shall endeavour in good faith to give reasons for refusal, partial grant, or conditional grant of consent

3.7 Without prejudice to the generality of the Parties' right to refer matters to dispute resolution under Clause 10 and in any event (other than in the case of an application for planning permission or for approval under a condition attached to a planning permission), should any Consent sought from the Local Planning Authority not be granted within 25 Business Days of it having been requested in writing or should such Consent be granted either partially or subject to conditions the application for such Consent may be referred to Dispute Resolution under Clause 10

4. **Requests for information to facilitate performance of obligations**

Where under this Agreement the ODA or the LDA reasonably requires information held by the Local Planning Authority in order to perform any obligation under this Agreement the Local Planning Authority shall endeavour in good faith to respond to that request and to supply any such information (unless it is under a duty of confidentiality, such information is privileged or notified to the Local Planning Authority as being commercially sensitive, it is prevented by law from disclosing it or enforcement or legal proceedings are being taken in respect of any matter related to that request) as soon as reasonably practicable following a request being made of the Local Planning Authority

5. **Applications for grant aid**

Save in respect of Clause 9 (PGST), where under this Agreement there is any obligation on the part of the ODA or the LDA to use Reasonable Endeavours to apply to the government or any other third party body for funding to help facilitate the performance of any obligation the Local Planning Authority shall at the request of the ODA or the LDA (as appropriate):

5.1 endeavour in good faith to support such application of the ODA or the LDA for such funding; and

5.2 consider if the prospects of securing such funding would be materially enhanced if the Local Planning Authority were a party to the application applying for such funding jointly with the ODA or the LDA (as appropriate).

Schedule 26

ENFORCEMENT PROTOCOL

RECITAL

- (A) This Enforcement Protocol is designed to provide guidance to the Parties as to how the Local Planning Authority intends to operate enforcement of this Agreement in certain circumstances, including where agreements, covenants, commitments or obligations in this Agreement are described as Strategic Delivery Covenants, Management Covenants or Parties are described as "primarily liable" for certain agreements, covenants, commitments or obligations in this Agreement. It is not intended to be a binding Enforcement Protocol on the Parties, is not comprehensive and does not fetter the discretion of the Local Planning Authority or any discretion other Parties may have as statutory bodies or agencies.

OPERATIVE PROVISIONS:

1. The person primarily liable for Strategic Delivery Covenants shall be the LDA or the Strategic Delivery Body.
2. To the extent permissible by law, the person primarily liable for Management Covenants shall be the Manager.
3. Where the Local Planning Authority becomes aware of a breach or non-compliance with a provision of this Agreement where a person is described in this Agreement as being "primarily liable" this Schedule sets out a protocol for its enforcement. For the avoidance of doubt the protocol does not apply where the Local Planning Authority becomes aware of a breach or non-compliance with conditions attached to the Planning Permission(s) or any other breach of this Agreement.
4. Where any person is described in this Agreement as being "**primarily liable**", this means that such person is liable for complying with the relevant agreement, covenant, commitment, obligation, restriction or stipulation in accordance with the terms of this Agreement. It is against that person whom the Local Planning Authority shall seek (insofar as it does not fetter its powers and duties in doing so and provided that there is no emergency situation) in the first instance to give notice of any suspected breach or non-compliance for such relevant agreement, covenant, commitment, obligation, restriction or stipulation. The Local Planning Authority shall seek to state the nature of the breach, the steps required by the person primarily liable to remedy the breach and the timescale for remedying the breach.
5. The person cited by the Local Planning Authority as primarily liable shall:-
 - 5.1 give written notice to the Local Planning Authority of its response to the alleged breach or non-compliance, including any claim that it will remedy the breach within the timescale for remedying the breach, the timescale is too short, or that it rejects the notice for the reason that it is not liable or no breach has occurred; and
 - 5.2 confirm whether it still has an interest in the relevant part of the Site and/or remains primarily liable, and, if not, the identity of any Party(s) which it believes is now primarily liable.
6. If the breach for which a person is primarily liable is not remedied within the timescale set, before taking any further enforcement action, the Local Planning Authority shall seek (insofar as it does not fetter its powers and duties in doing so and provided that there is no emergency situation) to take reasonable steps to give notice to other persons who may be liable under this Agreement, identifying the breach, stating the steps requiring the breach to be remedied and the time within which the breach is to be remedied.

Schedule 27

DRAFT SITE PREPARATION PLANNING PERMISSION

Schedule 28

DRAFT FACILITIES AND LEGACY PLANNING PERMISSION

Schedule 29

FORM OF SUPPLEMENTAL SECTION 106 AGREEMENT IN RESPECT OF ADDITIONAL LAND ACQUIRED AFTER COMPLETION OF THIS SECTION 106 AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is made on [] [20[]].

BETWEEN:-

- (1) **THE OLYMPIC DELIVERY AUTHORITY** of [] in its capacity as Local Planning Authority ("the Local Planning Authority");¹
- (2) [] of [] ("Owner").

WHEREAS:-

- (A) The Local Planning Authority is the local planning for the area which includes the part of the Site in relation to which the planning and other obligations contained herein and in the Section 106 Agreement are enforceable.
- (B) The Owner has an interest in part of the Site (as hereinafter defined).
- (C) The Owner has acquired a freehold interest or has been granted a Relevant Leasehold Interest in the Site which has not prior to the date of this Agreement been part of the LDA Lands and unless otherwise agreed with the Local Planning Authority the Owner shall enter into the Supplemental Section 106 Agreement for the purpose of ensuring that the relevant agreements, covenants, commitments, obligations, restrictions or stipulations in this Agreement shall be binding on any such part of the Site to the extent of the Owner's freehold, interest or Relevant Leasehold Interest in such part of the Site.
- (D) The Owner hereby agrees that with effect from the date hereof the Part will be subject to and bound by the terms of the Section 106 Agreement.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

- 1.1 In this Supplemental Agreement the following words and expressions have the following meanings:-

"Section 106 Agreement" agreement entered into between the Local Planning Authority and the LDA pursuant inter alia to Section 106 of the Act relating to planning applications for the Olympic Games and the regeneration within the Lower Lea Valley dated [*insert date*]

"Part" that part of the Site shown for identification purposes only edged red on the plan annexed to this Agreement [and which is registered under Title No []]

2. OPERATION OF THIS SUPPLEMENTAL AGREEMENT

- 2.1 This Agreement is supplemental to the Section 106 Agreement.
- 2.2 With the exception of those definitions contained in Clause 1.1 of this Supplemental Agreement all words and phrases in this Supplemental Agreement shall bear the same meaning as defined in the Section 106 Agreement.

¹ As applicable, could be a unilateral undertaking.

- 2.3 The Owner covenants to perform the obligations covenants and agreements of the LDA contained in, and agrees to have the Part bound by, the Section 106 Agreement as if and in so far as that interest in the Part had been bound by the Section 106 Agreement when entered into.
- 2.4 Where the Owner does not have vested in it all estates, interests and rights in the Part concerned it shall only be liable under Clause 2.3 above for a breach of an obligation in the Section 106 Agreement so far as the estate or interest which it does have enables it to Comply with the obligation.
- 2.5 The parties to this Supplementary Agreement agree that where the Owner becomes liable to perform any of the obligations covenants and agreements of the LDA set out in Clause 2.3 above, it shall be entitled to the benefit of any provision contained in the Section 106 Agreement which the LDA has the benefit of in the Section 106 Agreement.
- 2.6 The Local Planning Authority covenants to perform the obligations covenants and provisions on its part contained in the Section 106 Agreement so far as material to the discharge of the Owner's obligations to the Local Planning Authority

3. **STATUTORY PROVISION**

- 3.1 The Owner acknowledges to the Local Planning Authority that the obligations in this Agreement are covenants which are:-
 - 3.1.1 as far as they are lawfully able to be so, planning obligations for the purposes of Section 106 of the Act;
 - 3.1.2 entered into with intent to bind the Owner's interest in the Site and each and every part thereof into whoever hands the same may come;
 - 3.1.3 are enforceable by the Local Planning Authority as Local Planning Authority; and
 - 3.1.4 are executed as a Deed.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first above written.

EXECUTED as a Deed (but not delivered)
 until dated) by)
[INSERT OWNER'S DETAILS])
 acting by two Directors or a Director)
 and the Secretary:-)

Director

Director/Secretary

EXECUTED as a Deed (but not)
 delivered until dated))
 by affixing)
 the Common Seal of)

OLYMPIC DELIVERY AUTHORITY
in the presence of:-

)
)

Director

Director/Secretary

Schedule 30

FORM OF SECOND SUPPLEMENTAL SECTION 106 AGREEMENT IN RESPECT OF FREEHOLD INTERESTS TRANSFERRED AND LEASEHOLD INTERESTS GRANTED AFTER COMPLETION OF THIS AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is made on [] [20[]].

BETWEEN:-

- (1) **THE OLYMPIC DELIVERY AUTHORITY** of 23rd Floor, 1 Churchill Place, Canary Wharf, London E14 5LN in its capacity as Local Planning Authority ("the Local Planning Authority");¹
- (2) [] of [] ("Owner").

WHEREAS:-

- (A) The Local Planning Authority is the local planning for the area which includes the part of the Site in relation to which the planning and other obligations contained herein and in the Section 106 Agreement are enforceable.
- (B) The Owner has an interest in part of the Site (as hereinafter defined).
- (C) Clause 4.1.2 of the Section 106 Agreement provides that in the event of the LDA disposing of any freehold, interest or Relevant Leasehold Interest in the LDA Lands (and in each case such an interest is an interest which would take effect in possession prior to the end of the Legacy Transformation Phase) to a person not being the ODA prior to the end of the Legacy Transformation Phase, the LDA shall require such person to enter into the ODA commitments contained in the Protocols as planning obligations under the 1990 Act (to the extent that they are lawfully able to be so) to the Local Planning Authority by entering into the Second Supplemental Section 106 Agreement for the purpose of ensuring that such commitments shall be binding on any such part of the Site to the extent of the freehold, interest or Relevant Leasehold Interest in such part of the Site which such person has acquired.
- (D) The Owner hereby agrees that with effect from the date hereof the Part will be subject to and bound by the terms of the Section 106 Agreement.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

- 1.1 In this Supplemental Agreement the following words and expressions have the following meanings:-

"Section 106 Agreement" agreement entered into between the Local Planning Authority and the LDA pursuant inter alia to Section 106 of the Act relating to planning applications for the Olympic Games and the regeneration within the Lower Lea Valley dated [*insert date*]

"Part" that part of the Site shown for identification purposes only edged red on the plan annexed to this Agreement [and which is registered under Title No []]

¹ As applicable, could be a unilateral undertaking.

2. **OPERATION OF THIS SUPPLEMENTAL AGREEMENT**

- 2.1 This Agreement is supplemental to the Section 106 Agreement.
- 2.2 With the exception of those definitions contained in Clause 1.1 of this Supplemental Agreement all words and phrases in this Supplemental Agreement shall bear the same meaning as defined in the Section 106 Agreement.
- 2.3 The Owner covenants to perform (if and to the extent that it is possible for them to do so) the commitments of the ODA contained in, and agrees to have the Part bound by, the Section 106 Agreement as if and in so far as that interest in the Part had been bound by the Section 106 Agreement when entered into and the Owner was the ODA.
- 2.4 The parties to this Supplementary Agreement agree that where the Owner becomes liable to perform any of the commitments set out in Clause 2.3 above, it shall be entitled to the benefit of any provision contained in the Section 106 Agreement which the ODA has the benefit of in the Section 106 Agreement.
- 2.5 Where the Owner does not have vested in it all estates, interests and rights in the Part concerned it shall only be liable under Clause 2.3 above for a breach of the relevant commitment in the Section 106 Agreement so far as the estate or interest which it does have enables it to Comply with the commitment.
- 2.6 The Local Planning Authority covenants to perform the obligations covenants and provisions on its part contained in the Section 106 Agreement so far as material to the discharge of the Owner's obligations to the Local Planning Authority.

3. **STATUTORY PROVISION**

- 3.1 The Owner acknowledges to the Local Planning Authority that the obligations in this Agreement are covenants which are:-
 - 3.1.1 as far as they are lawfully able to be so, planning obligations for the purposes of Section 106 of the Act;
 - 3.1.2 entered into with intent to bind the Owner's interest in the Site and each and every part thereof into whoever hands the same may come;
 - 3.1.3 are enforceable by the Local Planning Authority as Local Planning Authority; and
 - 3.1.4 are executed as a Deed.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first above written.

EXECUTED as a Deed (but not delivered)
until dated) by)
[INSERT OWNER'S DETAILS])
acting by two Directors or a Director)
and the Secretary:-)

Director

Director/Secretary

EXECUTED as a Deed (but not
delivered until dated)
by affixing
the Common Seal of
OLYMPIC DELIVERY AUTHORITY
in the presence of:-

)
)
)
)

Director

Director/Secretary

Schedule 31

FORM OF THIRD SUPPLEMENTAL SECTION 106 AGREEMENT IF ODA CEASES TO BE THE LOCAL PLANNING AUTHORITY

THIS SUPPLEMENTAL AGREEMENT is made on [] [20[]].

BETWEEN:-

- (1) THE [LOCAL PLANNING AUTHORITY] ("the Local Planning Authority");^{1]}
- (2) OLYMPIC DELIVERY AUTHORITY of 23rd Floor, 1 Churchill Place, Canary Wharf, London E14 5LN ("ODA").

WHEREAS:-

- (A) The Local Planning Authority is the local planning for the area which includes the part of the Site in relation to which the planning and other obligations contained herein and in the Section 106 Agreement are enforceable.
- (B) The ODA has an interest in part of the Site (as hereinafter defined).
- (C) Clause 4.4 of the Section 106 Agreement states that if the ODA ceases to be a local planning authority but there are unfulfilled ODA commitments contained in the Protocols as defined in the Section 106 Agreement at such time, it shall enter into those unfulfilled ODA commitments (insofar as and only to the extent that they remain and only for as long as the ODA would otherwise have been liable under its commitment) as planning obligations under the 1990 Act (to the extent that they are lawfully able to be so) to the successor local planning authority to the Local Planning Authority by entering into the this Supplemental Agreement for the purpose of ensuring that such commitments shall be binding on the Olympic Delivery Authority as Strategic Delivery Covenants operating in the same way as Strategic Delivery Covenants of the LDA.
- (D) The ODA hereby agrees that with effect from the date hereof the Part will be subject to and bound by the terms of the Section 106 Agreement.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

- 1.1 In this Supplemental Agreement the following words and expressions have the following meanings:-

"Section 106 Agreement" agreement entered into between the Olympic Delivery Authority and the LDA pursuant inter alia to Section 106 of the Act relating to planning applications for the Olympic Games and the regeneration within the Lower Lea Valley dated [*insert date*]

"Part" that part of the Site shown for identification purposes only edged red on the plan annexed to this Agreement [and which is registered under Title No []]

2. OPERATION OF THIS SUPPLEMENTAL AGREEMENT

- 2.1 This Agreement is supplemental to the Section 106 Agreement.

¹ As applicable, could be a unilateral undertaking.

- 2.2 With the exception of those definitions contained in Clause 1.1 of this Supplemental Agreement all words and phrases in this Supplemental Agreement shall bear the same meaning as defined in the Section 106 Agreement.
- 2.3 The ODA covenants with the Local Planning Authority to perform the commitments of the ODA contained in the Protocols to in the Section 106 Agreement as Strategic Delivery Covenants operating in the same way as Strategic Delivery Covenants of the LDA (insofar as and only to the extent that the commitments on behalf of the ODA remain unfulfilled and only for as long as the ODA would otherwise have remained liable in relation to that commitment), and agrees to have the Part bound by, the Section 106 Agreement as if and in so far as that interest in the Part had been bound by the Section 106 Agreement when entered into.
- 2.4 The parties to this Supplementary Agreement agree that where the ODA becomes liable to perform any of the commitments set out in Clause 2.3 above, it shall be entitled to the benefit of any provision contained in the Section 106 Agreement which the ODA has the benefit of in the Section 106 Agreement.
- 2.5 The Local Planning Authority covenants to perform the obligations covenants and provisions on its part contained in the Section 106 Agreement so far as material to the discharge of the ODA's obligations to the Local Planning Authority.

3. **STATUTORY PROVISION**

- 3.1 The ODA acknowledges to the Local Planning Authority that the obligations in this Agreement are covenants which are:-
 - 3.1.1 as far as they are lawfully able to be so, planning obligations for the purposes of Section 106 of the Act;
 - 3.1.2 entered into with intent to bind any and all of the ODA's interests in the Site and each and every part thereof into whoever hands the same may come;
 - 3.1.3 are enforceable by the Local Planning Authority as local planning authority; and
 - 3.1.4 are executed as a Deed.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first above written.

EXECUTED as a Deed (but not delivered
 until dated) by
**[INSERT LOCAL PLANNING AUTHORITY'S
 DETAILS]**
 acting by two Directors or a Director
 and the Secretary:-

)
)
)
)
)

Director

Director/Secretary

EXECUTED as a Deed (but not
delivered until dated)
by affixing
the Common Seal of
OLYMPIC DELIVERY AUTHORITY
in the presence of:-

)
)
)
)
)
)

Director

Director/Secretary

SCHEDULE 32

FORM OF UNDERTAKING REQUIRED FROM TRANSPORT FOR LONDON TO THE ODA IN ORDER TO SATISFY THE CONDITION SET OUT IN PARAGRAPH 2 OF SCHEDULE 15 OF THIS SECTION 106 AGREEMENT

THIS UNDERTAKING is made on [] [20[]].

FROM :-

- (1) **TRANSPORT FOR LONDON** of [] ("TfL"); to
- (2) **THE OLYMPIC DELIVERY AUTHORITY** of 23rd Floor, 1 Churchill Place, Canary Wharf, London E14 5LN in its capacity as Promoter of the Development as defined below ("the ODA")

WHEREAS:-

- (A) Words and phrases used in this Undertaking are defined in Clause 1 of this Undertaking
- (B) Under Schedule 15 of the Section 106 Agreement the ODA committed that subject to TfL satisfying the conditions set out in paragraph 2 of Schedule 15 to the Section 106 Agreement by undertaking to the ODA in the form of this undertaking the ODA will pay to TfL the sums referred to in paragraph 4 of Schedule 15 to the Section 106 Agreement being the Construction Phase Subsidy Payment and the Legacy Transformation Phase Subsidy Payment
- (C) This Undertaking is intended to satisfy the requirements of paragraph 2 of Schedule 15 to the Section 106 Agreement

OPERATIVE PROVISIONS:-

1. INTERPRETATION

1.1 In this Supplemental Agreement the following words and expressions have the following meanings:-

"Section 106 Agreement" agreement entered into between the Local Planning Authority and the LDA pursuant inter alia to Section 106 of the Act relating to planning applications for the Olympic Games and the regeneration within the Lower Lea Valley dated [*insert date*]

"Undertaking" Deed of Undertaking

1.2 Except as otherwise defined in Clause 1 the provisions as to interpretation set out in Clause 1 of the Section 106 Agreement shall apply to this Undertaking

2. OBLIGATIONS OF TfL

2.1 TfL hereby undertakes and agrees that:

- (a) subject to receipt of the sums referred to in paragraph 3.1.1 of Part 1 of Schedule 15 to the Section 106 Agreement procure the Construction Phase Diversions; and
- (b) subject to receipt of the sum referred to in paragraph 3.2.1 of Part 1 of Schedule 15 to the Section 106 Agreement procure the Legacy Transformation Phase Improvements

- 2.1.2 TfL shall within 10 days of the date of this Agreement set up the Construction Phase Subsidy Account and the Legacy Transformation Phase Account and notify the ODA and the Local Planning Authority that it has done so and shall within 5 days of receipt pay the Construction Phase Subsidy Payment received under paragraph 3.1.1 of Part 1 of Schedule 15 to the Section 106 Agreement into the Construction Phase Subsidy Account and the Legacy Transformation Phase Subsidy Payment received under paragraph 3.2.1 of Part 1 of Schedule 15 to the Section 106 Agreement into the Legacy Transformation Phase Subsidy Account
- 2.1.3 All interest earned on sums from time to time held on the Bus Subsidy Accounts shall be accumulated with capital held on the Bus Subsidy Accounts
- 2.1.4 No sum held on either of the Bus Subsidy Accounts may be applied otherwise than for the purpose for which it was paid into the relevant Bus Subsidy Accounts or for defraying bank charges or tax due on interest.
- 2.1.5 TfL shall account (including details of the purposes for which expenditure has been made) to the ODA and the Local Planning Authority on a six-monthly basis giving details of all monies withdrawn from each of the Bus Subsidy Accounts (where there have been any withdrawals) and for interest in each of the Bus Subsidy Accounts.
- 2.1.6 Monies may not be applied from the Construction Phase Subsidy Account towards Legacy Transformation Phase Improvements or from the Legacy Transformation Phase Subsidy Account towards Construction Phase Diversions and no monies may be applied from either account other than towards Costs incurred in order to deliver the diversions or improvements for which monies on the relevant account are held.
- 2.1.7 The balance outstanding on the Construction Phase Subsidy Account shall be repaid to the ODA on whichever is the later of:
 - (a) the date 21 days after return of the Route to Carpenters Road; and
 - (b) the seventh anniversary of the date of the Section 106 Agreement.
- 2.1.8 The balance outstanding on the Legacy Transformation Phase Subsidy Account shall be repaid to the ODA on the seventh anniversary of the start of the Legacy Transformation Phase.

IN WITNESS of which TfL has executed this Deed the day and year first above written.

EXECUTED as a Deed (but not)
 delivered until dated)
 by affixing)
 the Common Seal of)
TRANSPORT FOR LONDON)
 in the presence of:-)

Director

Director/Secretary

Appendix 1
LDA LANDS PLAN

Appendix 2

LEGACY PHASE MASTERPLAN OLY-GLB-ILL-DWG-STW-MAS-IND-003 REV01

Appendix 3

CONSTRUCTION ZONE PLAN

Appendix 4

GREENWAY PEDESTRIAN AND CYCLE ROUTE PLAN

Appendix 5

LOWER LEA VALLEY AREA PLAN

Appendix 6

OLYMPIC LOOP ROAD PLAN

Appendix 7
OLYMPIC PARK PLAN

Appendix 8

OLYMPIC AND STRATFORD COMMON JUNCTIONS PLAN

Appendix 9

PLANNING DELIVERY ZONE PLAN

Appendix 10
LEA TOWPATH PLAN

Appendix 11

OPTEMS OFF SITE SCHEMES - JUNCTION PLAN

Appendix 12

PERIMETER JUNCTIONS PLAN

Appendix 13

AREA WIDE OPTEMS - SCHEMES PLAN

Appendix 14

LEGACY TRANSFORMATION AND LEGACY PERMISSIVE PATHS CREATED BY THE ODA PLAN

Appendix 15

INDICATIVE BUS SERVICES CHANGES FOR LEGACY TRANSFORMATION PHASE

Appendix 16
LDA LEASE PLAN

IN WITNESS whereof the parties hereto have executed this Deed the day and year first above written.

EXECUTED as a Deed (but not delivered until dated) by affixing the Common Seal of **OLYMPIC DELIVERY AUTHORITY** in the presence of:-

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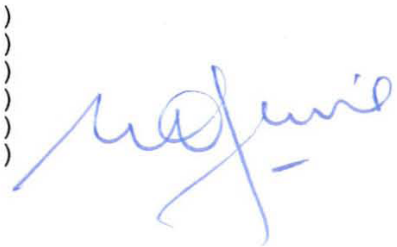


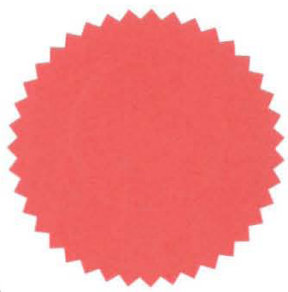
Director 

Director 

EXECUTED as a Deed (but not delivered until dated) by affixing the Common Seal of **LONDON DEVELOPMENT AGENCY** in the presence of:-

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Chief Executive or Authorised Signatory