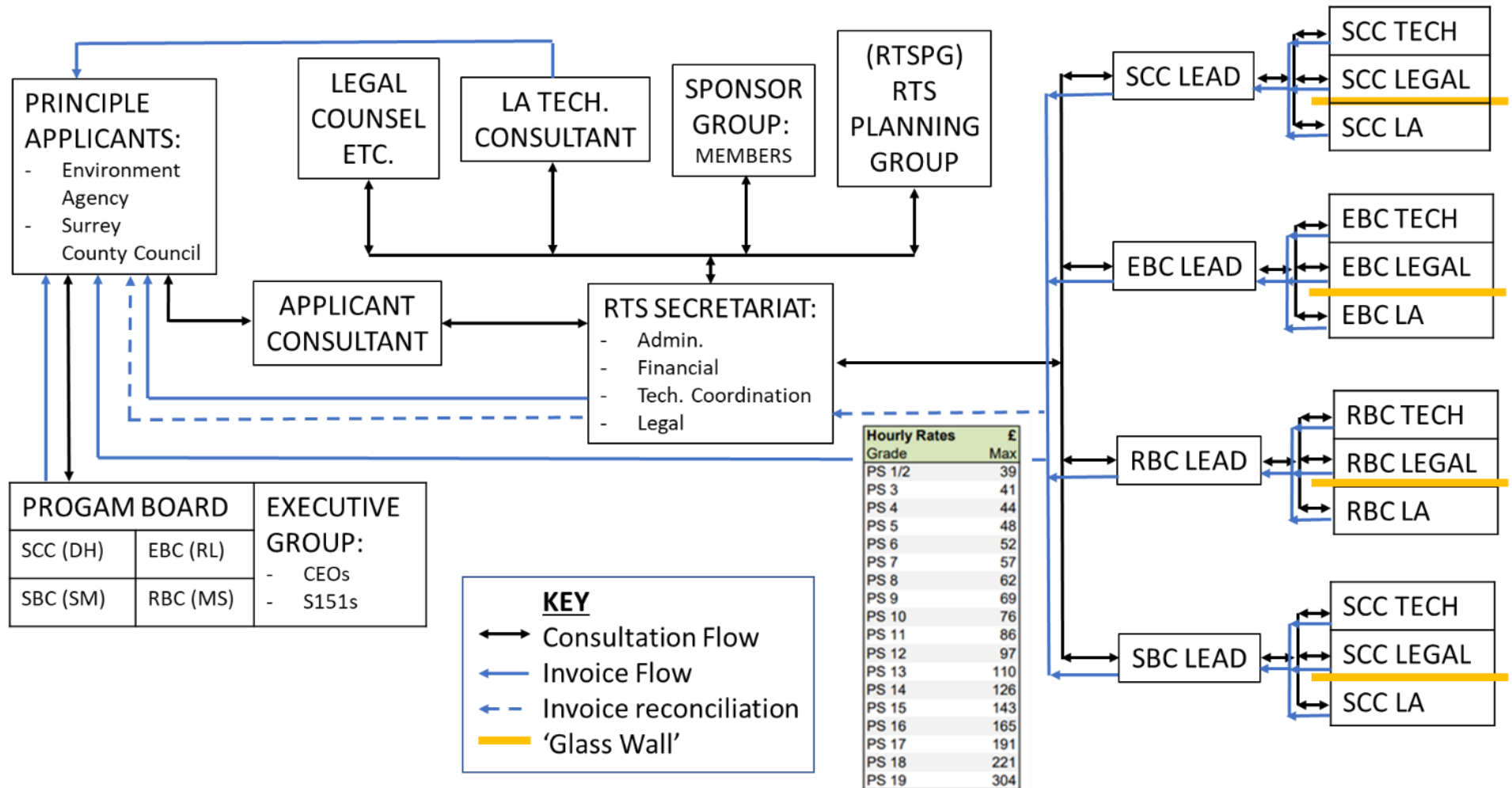


THE RIVER THAMES SECRETARIAT – FORM & FUNCTION RELEVANT TO RBC

RTS CONSULTATION STRUCTURE



RTS SECRETARIAT (RTS Sec) FUNCTION – SUMMARY

- Coordinate the transfer of information and work requests between the Applicants Consultant, the LA Tech Consultant, the 4 key local planning authorities, the RTS Planning Group (RTSPG), Program Board, Sponsor Group, and where required Legal Counsel services
- Monitor all individual WR expenditure relative to the £20k Cap per request. Where it is estimated in advance that the Cap will be exceeded – obtain agreement from the Applicant
- Monitor all LA expenditure and reconcile time spent against WRs – timing to be agreed
- Diarise and facilitate all meetings of the 4 key LAs with the Applicant and / or their consultant - relative to the DCO process

FINANCIAL SUPPORT SUMMARY

- The LA Tech Consultant will be procured by the Applicant
- The Applicant will be responsible for the LA Tech Consultant fees
- LA resourcing in responding the WRs will be costed at the agreed hourly rates – grades to be determined by the individual LA
- RTS Sec staff will be recruited by RBC. Costs will be invoiced to the Applicant.

RTS Sec: APPLICANT SLA OPERATIVE CLAUSES

The functioning of the RTS Sec is governed by the following operative clauses:

Clause 2.5 - The Coordinating Authority will act on behalf of the LAs and assist the Applicant with the development and delivery of the Project Deliverables in accordance with the Resourcing Schedule and Programme (Schedule 4 of the SLA);

Clause 3.3.4 - Each meeting of the RTSPG shall be organised by the Coordinating Authority;

Clause 3.3.5 - The Coordinating Authority shall make a request for agenda items from the members of the RTSPG, the STC, the Applicant and the Applicant's Consultants no later than 6 Business Days prior to any meeting, with responses to be given by no later than 4 working days prior to any meeting;

Clause 3.3.6 - The Coordinating Authority will circulate meeting agendas, unless otherwise agreed, no later than 3 Business Days prior to any meeting;

Clause 3.3.8 – Unless otherwise agreed, the Coordinating Authority will circulate meeting minutes no later than 5 Business Days after the meeting;

Clause 5.2.1 - Work Requests shall follow the process set out below - the Applicant or the Applicant's Consultants shall issue by email a Work Request to the Coordinating Authority and the STC;

Clause 5.2.3 - No later than 5 (five) Business Days of a Programmed Work Request being made, the Coordinating Authority shall:
on behalf of the LAs that are the subject of the Work Request, and further to the discussions undertaken under clause 3.3.12, confirm to the Applicant and the

Applicant's Consultants if, it is considered that the Work Request is a Technical Request or a Non-Technical Request; and
if it is a Technical Request, procure that the STC shall confirm to the Applicant and the Applicant's Consultants within that same time period either:
that it is not considered at that time that the work undertaken to meet the Programmed Work Request by the STC will cost more than £20,000 (inclusive of VAT), based on the principles set out in clause 6; or
that it is considered at that time that such work would cost more than £20,000 (inclusive of VAT); accompanied by an Estimate to answer the Programmed Work Request, based on the principles set out in clause 6;

Clause 5.2.4 - No later than 10 (ten) Business Days of a Non-Programmed Work Request being made (or such longer period as may be agreed between the Applicant and the Party subject to the request), the Coordinating Authority shall:

on behalf of the LAs that are the subject of the Work Request, and further to the discussions undertaken under clause 3.3.12, confirm to the Applicant and the Applicant's Consultants if, it is considered that the Work Request is a Technical Request or a Non-Technical Request; and

if it is a Technical Request, procure that the STC shall confirm to the Applicant and the Applicant's Consultants within that same time period either:
that it is not considered at that time that the work undertaken to meet the Programmed Work Request by the STC will cost more than £20,000 (inclusive of VAT), based on the principles set out in clause 6; or

that it is considered at that time that such work would cost more than £20,000 (inclusive of VAT); accompanied by an Estimate to answer the Programmed Work Request, based on the principles set out in clause 6;

Clause 5.2.7 - Once the Estimate is approved, the Coordinating Authority shall coordinate the preparation of a suitable response by the STC on behalf of all of the LAs affected by the Work Request by the date set out in the Estimate; and

Clause 5.2.8 - if it is not possible for the response to deal with matters from all of the LAs (or the STC on all of the LAs behalf) affected by the Works Request, this should be made clear in the response provided and the response should include a statement setting out how the missing responses are to be resolved

Clause 5.3 – If, in the course of responding to a Work Request, it becomes clear to any of the LAs or the Coordinating Authority that:
what was considered to be a non-Technical Request should actually be considered to be a Technical Request; or

the STC's costs exceed an Estimate approved under clause 5.2.6 or exceed £20,000 where an Estimate has not previously been provided,
that LA or Coordinating Authority must notify the Applicant and the process set out in clauses 5.2.3- 5.2.8 must be repeated, with such notification to be considered as having the same status as a Programmed Work Request.

Clause 6.1 - Subject to clause 6.3, the Applicant agrees that it shall pay, within 30 days of receipt of an invoice...

6.1.2... the reasonable and properly incurred costs of the STC in attending RTSPG meetings, based on the STC Hourly Rates (*The costs to be payable pursuant to this clause shall be agreed between the Coordinating Authority and the Applicant before*

they are incurred).

6.1.3.... the reasonable and properly incurred staffing and administrative costs of the Coordinating Authority, to include preparing for and attending meetings of the RTSPG and facilitating the response to a Work Request...

Clause 7 – External Legal costs:

7.1 Prior to the appointment of any external legal advisor in respect of the RTS, or the issuing of instructions to them by the LAs or the Coordinating Authority that those parties wish to be paid for by the Applicant, the LAs or the Coordinating Authority shall notify to the Applicant in writing:

the nature (but not the content) of the advice sought and the issue to which it will relate;
the external legal advisor that is sought to be utilised; and
the estimated costs of the external legal advisor in giving that advice.

Clause 10.6 – Confidentiality - The Applicant and Coordinating Authority shall ensure that the Applicant's Consultants and the STC, respectively, shall comply with the provisions of this clause 10, such that the obligations upon the Parties in this clause are also imposed on the Applicant's Consultants and the STC in dealing with any Confidential Information that is shared with them. Where such obligations are imposed an LA or the Applicant may disclose Confidential Information to (as appropriate) the STC and/or the Applicant's Consultants in connection with the RTS and the discharge of the Party's obligations under this SLA.

Clause 12.2 – Intellectual Property - Insofar and to the extent that:

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

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

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