

**PART 2**  
**SPECIFIC OBLIGATIONS**

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**SECTION A: EMPLOYMENT & TRAINING - CONSTRUCTION**

**DEFINITIONS**

**"Agreed Targets"**

The following targets achieved by using traditional construction techniques:

- (a) seven and a half per cent (7.5%) of the person-weeks of employment used in the on-site construction of the Development to be provided by trainees/apprentices recruited via the Construction Training Centre or other facilities and programmes targeting training (usually employed-status) at residents within the CIZ and WIZ;
- (b) five per cent (5%) of the person-weeks of employment referred to in (a) above to be trainees/apprentices working towards an NVQ, the balance to include specialist and customised short-course training leading to industry-recognised qualifications and training under the Construction Skills Certification Scheme, the split between these various components to be agreed between the Developer and the Council on a rolling basis, every two years; and
- (c) appropriate supervision and support, wherever possible by a qualified trade assessor, to be provided by construction employers on the Development.

**"CTC Lease"**

A lease of the Construction Training Centre to be granted by the Developer to the Council in accordance with the heads of terms annexed at Schedule 2.

**"CTC Relocation Strategy"**

A strategy setting the measures to be undertaken by the Developer at its own expense to relocate the Construction Training Centre to another location within the Site for the provision of a new Construction Training Centre in relation to:

- (a) details of how the relocation of the Construction Training Centre will be undertaken to ensure the services provided by the Construction Training Centre will not be unreasonably disrupted including provision for relocation at a time that suits the

occupier and is reasonable having regard to the needs of the Developer;

- (b) provision for meeting the reasonable cost of the relocation in full including transporting equipment furniture and any other property from its current location to the new site; and
- (c) details of planned advertising publicity and communications to inform those with an interest in the Construction Training Centre of the relocation within a reasonable time setting out key dates.

### "CTC Support Plan"

A plan setting out how the Developer will support the operation of the Construction Training Centre and assist in the meeting of the Agreed Targets in relation to:

- (a) The initial split within the Agreed Targets between the components referred to in sub para (b) of the definition of "Agreed Targets";
- (b) details of the specific steps the Developer shall take (with its contractors and principal sub-contractors) to assist the CTC Workplace/Construction Co-ordinator to:
  - (i) co-ordinate methods of recruitment; give early warnings of need and opportunity; register vacancies with the CTC; and co ordinate interviews, employment and training offers, job brokerage, advertising and signposting, and working with schools;
  - (ii) report to the Construction Impact Group and other stakeholders annually.
- (c) the provision for obtaining and supplying to the Council (at agreed intervals) to the extent it lawfully can, verifiable monitoring information from its contractors on the delivery of Agreed Targets jobs and training including (but not limited to) monitoring by address postcode gender age job description ethnicity disability and previous employment status provided that the

Council shall comply with such confidentiality restrictions as the Developer reasonably imposes in relation to such information;

- (d) details of any further steps to be taken to support the local employment of the construction workforce in order to achieve the target employment of at least fifteen per cent (15%) local employment from the CIZ and WIZ; and
- (e) details of further steps (if any) to be taken to support the local employment of the construction workforce in order to achieve over time the aspirational target of thirty per cent (30%) local employment from the CIZ and WIZ the parties acknowledging that this is an ambitious target.

**"CTC Termination Date"**

The date on which at least two of the following three conditions are met:

- (i) eighty per cent (80%) of the Development measured by permitted floorspace is Practically Completed;
- (ii) development on 35 of the 44 Development Plots is Practically Completed;
- (iii) twelve (12) years have passed since the grant of the first CTC Lease.

**"CTC Workplace/Construction Coordinator"**

An appropriately qualified person appointed by the Developer to lead and co ordinate the activities within the Construction Training Centre including the Development's construction training and recruitment agenda, pilot training initiatives, working with Local Schools, assisting the Developer in relation to the support of Local Businesses and the operation of the Contractors' Forum further details of which are contained at Schedule A, Part 2.

**"Construction Impact Group"**

An existing forum adapted to allow for liaison with local residents and other interests regarding potential construction impacts and mitigation as referred to in Section DD of this Agreement

**"Construction Training Centre"**

A centre to be constructed by the Developer in accordance with (i) to (v) below comprising a

centre to address the difficulties experienced by local people in finding and sustaining employment within the construction industries and the requirements of contractors for a suitably trained and experienced workforce which must meet the following minimum specification and in respect of which further details are contained at Schedule A, Part 1

- (i) one or two storey premises of not less than 600 sq m GEA;
- (ii) sited within the Kings Cross Opportunity Area. The location to be approved by the Council before Implementation of the same, a response to be made by the Council in accordance with the Review Procedure;
- (iii) not less than 500 sq m outdoor space to be used contiguously with the centre including appropriate landscaping of the outdoor space having regard to its use which (if unable to be provided adjacent to the Centre) shall be not more than 250 metres from the centre;
- (iv) WCs kitchen offices conference rooms training rooms and other ancillary facilities contained within and reasonably necessary for the use of the Construction Training Centre as set out in Schedule A, Part 1 such facilities to be approved in advance by the Council in accordance with the Review Procedure; and
- (v) fitting out of the Construction Training Centre to a Category A Finish.

**"Contractors' Forum"**

A forum to enable the Developer, the Developer's contractors and principal sub-contractors the Council and occupiers of the Development using construction contractors to co ordinate the delivery of construction employment and training initiatives within the Development with a view inter alia to improve employment and training opportunities for local people across both LB Camden and LB Islington.

**"Contractors' Forum Strategy"**

A strategy prepared by the Developer detailing how the Contractors' Forum will be formed and operate to be approved by the Council in relation to:

- (a) the specific steps the Developer shall take to ensure its contractors and principal sub-contractors attend the Contractors' Forum and co-operate with and facilitate the Construction Training Centre activities;
- (b) the specific steps the Developer will take to ensure its contractors and principal sub-contractors assist in the meeting of the Agreed Targets; and
- (c) provision for the publication of a register of vacancies at regular intervals to be agreed with the Council.

**"Local Businesses"**

Businesses within CIZ and/or WIZ.

**"Match Funding"**

Funding to be secured from a range of organisations including JobCentre Plus, the Learning and Skills Council, Construction Industry Training Board, London Development Agency and Building London Creating Futures Programme or their successor bodies or other bodies offering match funding opportunities including funding equivalent to in the order of three times the financial value of the package delivered by the Developer to assist the Developer and the Council in the meeting of the Agreed Targets for NVQ-based training.

**OBLIGATIONS**

**Construction Training Centre**

1. Subject to the provisions of Clause 21 of Part 1 and the Council having served a Lease Acceptance and subject also to paragraph 5, no later than three (3) months following the Implementation Date:
  - (a) the Developer shall have Practically Completed the Construction Training Centre; and
  - (b) the Council shall have notified the Developer in writing of the cost of first equipping the Construction Training Centre with furniture and information and communications technology, such cost to reflect reasonable endeavours by the Council to make available and transfer to the Construction Training Centre the equipment within the existing CTRL construction training centre shown edged blue on Plan 3.

2. Subject to paragraph 5 if the Construction Training Centre has not been Practically Completed in accordance with paragraph 1 (save in respect of matters demonstrably beyond the Developer's reasonable control) the Developer shall not carry out or permit to be carried out any further works of construction on Site (save for those necessary to provide the Construction Training Centre) until such time as paragraph 1 has been complied with.
3. No later than three (3) months following Practical Completion of the Construction Training Centre the Developer shall grant the CTC Lease and pay to the Council the cost of equipping the Construction Training Centre notified under paragraph 1(b), provided that the Developer shall not be required to pay more than £36,000.
4. If the CTC Lease has not been granted in accordance with paragraph 3 due only to the default of the Developer or where the only outstanding actions are on the part of and entirely within the control of the Developer the Developer shall not carry out or permit to be carried out any further works of construction on the Site until such time as paragraph 3 has been complied with.

#### **Temporary Construction Training Centre**

5. The Developer may (as an alternative to constructing new premises for the Construction Training Centre) for a period no longer than three (3) years beginning with the Implementation Date provide such facility within the existing CTRL construction training centre shown edged blue on Plan 3 upon terms agreed in writing with the Council (such terms to replicate as far as possible the terms which would apply if the Construction Training Centre had been built in accordance with the terms of this Agreement).
6. At the request of the Developer, the Council shall use reasonable endeavours to make the existing CTRL construction training centre available to the Developer at no cost to the Developer provided that:
  - (a) should the Council be unable to procure use of the existing CTRL construction training centre at no cost it shall not be liable for any costs incurred by the Developer in the use of the existing CTRL construction training centre as an alternative Construction Training Centre; and
  - (b) should the Council be unable to procure use of the existing CTRL construction training centre and the Developer not be able to procure such use the requirement on the Developer to carry out and complete the Construction Training Centre under paragraph 1 shall remain in place.

#### **Relocation of the Construction Training Centre**

7. The Developer may move the location of the Construction Training Centre during the carrying out of the Development to another location within the Development provided that:
  - (a) prior to such relocation the Developer has submitted the CTC Relocation Strategy to the Council for approval and the Council has approved the CTC Relocation Strategy a response to be made by the Council in accordance with the Review Procedure;
  - (b) the replacement Construction Training Centre is completed and fitted out to the same specification and standard as required for the Construction Training Centre under the terms of this Agreement;

- (c) if reasonably practicable, the replacement Construction Training Centre is sited such that the accommodation is capable of extension (any such extension to be at the Council's expense);
- (d) either the CTC Lease of the replacement Construction Training Centre has been granted to the Council on the same terms as the CTC Lease provided that the term of such lease shall be the unexpired residue of the term of the CTC Lease or the parties have agreed that the existing CTC Lease will apply in respect of the replacement Construction Training Centre;
- (e) any reasonable costs and expenses incurred by the Council in relation to any relocation of the Construction Training Centre under this paragraph shall be borne by the Developer.

#### **End of Use of Construction Training Centre and Handover**

- 8. Within two (2) months following the CTC Termination Date or the moving of the Construction Training Centre pursuant to paragraph 7 (unless the parties have agreed that the CTC Lease continues to apply) the Council shall at the request of the Developer surrender to the Developer the CTC Lease in accordance with the lease provisions.
- 9. Unless otherwise agreed by the Council the Developer shall remove the Construction Training Centre at the CTC Termination Date and carry out appropriate works of reinstatement or remedial work having regard to the Developer's proposed future use of the Site.
- 10. The Developer will use reasonable endeavours to ensure that the termination of the obligations relating to the Construction Training Centre, the CTC Workplace/Construction Co-ordinator and the Contractor's Forum is carried out in a manner that provides the Council with the opportunity to continue to provide training and employment services of a similar nature provided always that:
  - (a) if the Council can demonstrate that the Developer has not used such reasonable endeavours the CTC Lease shall not terminate until the Developer's obligations have been fulfilled;
  - (b) nothing in this paragraph 10 shall imply a requirement on the Developer to grant a new lease or renew the existing lease; and
  - (c) the non-termination of the CTC Lease shall not require the Developer to provide the CTC Workplace/Construction Co-ordinator or to manage the Contractor's Forum.

#### **CTC Support Plan**

- 11. On or prior to the Implementation Date the Developer shall submit to the Council for approval the CTC Support Plan. The Council shall make a substantive written response to the Developer to the extent reasonably practicable with the Council's initial views and comments on the CTC Support Plan within twenty (20) working days of receipt.
- 12. The Developer shall not implement nor permit implementation of the Development until such time as the Council has approved the CTC Support Plan, a response to be made by the Council within thirty (30) working days of a submission made in accordance with the Review Procedure.
- 13. The Developer and the Council shall review every twelve (12) months (or such other period as shall be agreed between the Developer and the Council) the effectiveness of the CTC Support Plan.



14. The Developer and the Council shall allow and facilitate outside assessors to assess the effectiveness of work based learning taking place at the Construction Training Centre.

**CTC Workplace/Construction Co-ordinator**

15. For a period beginning three (3) months following the Implementation Date until the CTC Termination Date the Developer shall provide at its own expense the CTC Workplace/Construction Co-ordinator and shall implement the CTC Support Plan.
16. In relation to the selection and employment of the CTC Workplace/Construction Co-ordinator:
  - (a) the Developer shall not enter into the employment contract with the CTC Workplace/Construction Co-ordinator unless the Council has first approved the following elements of the contract: (i) job description, (ii) annual salary (iii) term of the contract and (iv) notice provisions. Those elements of the employment contract shall not subsequently be varied without the agreement of the Council;
  - (b) the employment contract shall specify the role and responsibilities that will be undertaken in working to support the Construction Training Centre and the Contractor's Forum in meeting their objectives;
  - (c) the employment contract shall provide that following the Implementation Date the employment shall be full time, unless otherwise agreed in writing by the Council;
  - (d) the Developer shall consult with the Council in selecting a short list of potential employees under the employment contract. The Council shall be entitled to take part in any interviews of potential employees and approve a short-list of at least three (3) candidates and thereafter the Developer shall select the employee at its discretion;
  - (e) the Council shall be entitled to take part in formal annual performance appraisals of the CTC Workplace/Construction Co-ordinator;
  - (f) the Developer shall notify the Council of disciplinary issues or proceedings affecting the CTC Workplace/Construction Co-ordinator provided that such notification shall not be required where confidentiality obligations upon the Developer prevent such notification or the Developer reasonably considers such issues or proceedings to be commercially sensitive;
  - (g) the Developer shall provide to the CTC Workplace/Construction Co-ordinator an adequate level of administration support commensurate with the support provided to the Developer's other comparable employees and shall cover the CTC Workplace/Construction Co-ordinator's reasonable work-related expenses in accordance with its normal employment policy;
  - (h) the Developer and the Council shall review every twelve (12) months (or such other period as shall be agreed between the Developer and the Council) the effectiveness of the role being carried out by the CTC Workplace/Construction Co-ordinator.
17. If the CTC Workplace/Construction Co-ordinator has not been provided by the Developer in accordance with paragraph 15 (save as may be agreed in advance with the Council), the Developer shall not carry out or permit to be carried out any further works of construction on the Site until such time as paragraph 15 has been complied with (save in respect of matters beyond the Developer's reasonable control).

18. The Developer shall ensure that the role of the CTC Workplace/Construction Co ordinator is not vacant for more than three (3) months at any time provided that in complying with such obligation the Developer shall be entitled to fill the role by a temporary employee until such time as a permanent employee can be employed under the provisions above.

#### **Contractors' Forum**

19. On or prior to the Implementation Date the Developer shall submit to the Council for approval a draft of the Contractors' Forum Strategy.
20. The Developer shall not Implement nor permit Implementation of the Development until such time as the Council has approved the Contractors' Forum Strategy, a response to be made by the Council in accordance with the Review Procedure.
21. No later than six (6) months following the Implementation Date the Developer shall have convened and thereafter shall at its own expense continue to operate the Contractors' Forum and shall carry out the following operations in the running of the Contractors' Forum:
- (a) to invite the following to become initial members of the Contractors' Forum:
    - (i) the Developer's construction director;
    - (ii) the Developer's contractors and principal sub-contractors;
    - (iii) representatives of construction contractors working for occupiers of the Development;
    - (iv) any other person or persons having a direct interest in the construction aspects of the Development and being a representative of one of the organisations listed in the definition of Match Funding;
  - (b) to ensure that the CTC Workplace/Construction Co-ordinator shall be a member of the Contractors' Forum and shall attend all meetings of the Contractors' Forum all such meetings to take place in the Construction Training Centre unless otherwise agreed by the Contractors' Forum;
  - (c) to procure that the CTC Workplace/Construction Co-ordinator shall be responsible for convening the Contractors' Forum and liaising with the members of the Contractors' Forum about the operation of the Contractors' Forum with the objective of assisting in the meeting of the Agreed Targets;
  - (d) to give or request the CTC Workplace/Construction Co-ordinator to give a minimum of seven (7) days written notice of the time and place and date of each meeting of the Contractors' Forum to all members of the Contractors' Forum;
  - (e) to ensure that meetings of the Contractor's Forum shall take place at least once every four (4) months provided always that the Developer or the Council shall be entitled on reasonable grounds by giving written notice of not less than ten (10) working days to the CTC Workplace/Construction Co-ordinator to convene a meeting of the Contractors' Forum and a meeting of the Contractors' Forum so convened shall consider matters specified in the notice as requiring discussion;
  - (f) to ensure that an accurate written minute is kept of each meeting of the Contractors' Forum recording discussion and any decisions taken by the Contractors' Forum (such minute to be circulated by the CTC Workplace/Construction Co-ordinator or the Developer's representative to

all members of the Contractors' Forum within ten (10) working days of each meeting).

22. The Developer will ensure that the Contractors' Forum is operated in accordance with the approved Contractors' Forum Strategy (subject to such variations as the Council may approve from time to time).
23. The obligation upon the Developer in paragraphs 15 to 22 shall cease upon the CTC Termination Date unless otherwise agreed in writing between the parties.
24. The Council shall provide reasonable assistance to the Developer and shall work with it to improve employment and training opportunities for local people across both LB Camden and LB Islington and in particular shall:
  - (a) assist the Construction Training Centre and CTC Workplace/Construction Co-ordinator in co-ordinating methods of recruitment, early warnings of need and opportunity, registering vacancies with the CTC, interviews, employment and training offers, job brokerage co-ordination, advertising and signposting and working with Local Schools;
  - (b) assist the Construction Training Centre and CTC Workplace/Construction Co-ordinator in reporting to the Construction Impact Group or its successor body and other stakeholders annually.

#### Reporting

25. Following the Implementation Date the Developer shall provide to the Council forward projections of the Developer's construction employment requirements for the carrying out of the Development on the following terms:
  - (a) the first projection shall be provided to the Council within three (3) months following the placing of construction contracts for (i) enabling works and (ii) infrastructure works and (iii) building works with a cumulative total contract value of more than £25 million;
  - (b) thereafter projections shall be provided no later than every calendar year following provision of the first projection until the Completion Date.
26. The Developer shall provide to the Council a statement of Agreed Targets met during the previous financial year including the numbers of person-weeks of employment provided in each twelve (12)-month period such statement shall be provided no later than four (4) weeks following the expiry of every calendar year following the Implementation Date.
27. For the purposes of assessing the achievement of the Agreed Targets any of the following completed qualifications secured by a construction trainee or apprentice recruited via the Construction Training Centre or other facilities and programmes targeting training (usually employed-status) at residents within the CIZ and WIZ shall be treated as the achievement of the identified number of person-weeks of employment:

(a) NVQ based training:	104 weeks
(b) Specialist and customised short-course training	20 weeks
(c) CSCS Training	4 weeks

provided that in the absence of a completed qualification the number of evidenced relevant weeks completed by such a construction trainee or apprentice shall nevertheless be taken into account on a pro rata basis in calculating the number of person - weeks of employment achieved.

### **Co-operation from Occupiers**

28. The Developer shall use reasonable endeavours to encourage occupiers using construction contractors within the Development to co-operate with and facilitate the Construction Training Centre activities and use the Construction Training Centre in providing training and placing job seekers in construction employment within the Development this to include the following specific steps:-
- (a) the Developer shall provide information about the Construction Training Centre activities, its benefits and importance to the Development to occupiers of the Development using construction contractors within the Development with the intention of securing their support to the aims of the Construction Training Centre;
  - (b) the Developer shall require the CTC Workplace/Construction Co-ordinator to seek to obtain from such occupiers and their contractors information regarding the names and numbers of trainees and person-weeks of employment provided such information to be collated and presented within the annual statement referred to in paragraph 26.

### **Training Payments and Match Funding**

29. During the carrying out of the Development the Developer shall pay to the Council the following amounts to support the activities of the Construction Training Centre such payments to be made within twenty eight (28) days of the relevant approval or contract completion:
- (a) £100,000 on or prior to approval of all reserved matters which will enable the Developer to build out 15,000 sq m GEA of buildings;
  - (b) £100,000 when one or more construction contracts have been placed for enabling infrastructure and/or building works with a total contract value of more than £25 million ALWAYS PROVIDED that notwithstanding the requirements of this paragraph the Developer shall pay £100,000 to the Council within twenty four (24) months from the Implementation Date;
  - (c) £100,000 at approval of all reserved matters for 50,000 sq m GEA of buildings;
  - (d) £100,000 at approval of all reserved matters for 100,000 sq m GEA of buildings;
  - (e) £100,000 at approval of all reserved matters for 200,000 sq m GEA of buildings;
  - (f) £50,000 at approval of all reserved matters for 300,000 sq m GEA of buildings;
  - (g) £50,000 at approval of all reserved matters for 400,000 sq m GEA of buildings;
  - (h) £50,000 at approval of all reserved matters for 500,000 sq m GEA of buildings;
  - (i) £50,000 at approval of all reserved matters for 600,000 sq m GEA of buildings;
  - (j) £50,000 at approval of all reserved matters for 650,000 sq m GEA of buildings;

ALWAYS PROVIDED that the commencement of any building on the Site taking the level above the relevant Threshold shall for the purposes of this paragraph be treated instead as the approval of all reserved matters.

30. The Council shall use reasonable endeavours to obtain Match Funding to assist in the meeting of Agreed Targets and the Developer shall provide reasonable assistance and support for such endeavours.
31. If Match Funding cannot be obtained by the Council, or the levels of prefabrication off site means that anticipated training opportunities are reduced, the Agreed Targets will be adjusted by agreement between the Council and the Developer to take account of the Match Funding available and the revised level of training opportunities always provided that the Developer and the Council acknowledge that an underlying intent of these provisions is to maximise the number of person weeks of employment for trainees.
32. At the request of the Council the Developer will make financial contributions under this section up to six (6) months earlier than the due date if:
  - (a) The conditions in paragraph 33 are met; and
  - (b) The Council and the Developer reach agreement on reducing the contribution or future contributions by an amount that reflects the cost to the Developer of bringing forward the contribution.
33. In order to make a request pursuant to paragraph 32 the Council must demonstrate that bringing forward any financial contribution due in accordance with this section will:
  - (a) secure Match Funding that would not be obtainable if payment is made on the due date; and
  - (b) make a material contribution towards achieving the objectives of this section.