

SECTION A : EMPLOYMENT & TRAINING - CONSTRUCTION

SCHEDULE A

Part 1

FURTHER DETAILS OF THE CONSTRUCTION TRAINING CENTRE ("CTC")

1. The CTC shall be consistent with the schedule of accommodation at paragraph 5 to a Category A Finish and shall include facilities for assessing, teaching and meeting trainees and students, office and interviewing space.
2. The CTC shall assist job seekers into construction employment within the Development by:
 - (a) Maintaining a register of vacancies
 - (b) Holding in depth discussions with individuals about their strengths and career objectives
 - (c) Helping candidates through initial registration, with advice, interview preparations and training into full time employment
 - (d) Staying in regular contact and helping with career progressing
 - (e) Working with those traditionally underrepresented in the construction industry, for example, women and black and ethnic minorities
 - (f) Helping candidates through the national construction skills certification scheme ("CSCS")
 - (g) Offering assistance for national vocational qualifications ("NVQs"), study and other trade courses
 - (h) Supporting employees to make the transition into full-time employment as easy as possible, for example, through the provision of small scale grants for protective clothing, travel and childcare costs.
3. The CTC shall assist employers (contractors) by:
 - (a) Screening and matching candidates
 - (b) Collaborative working to match people to jobs
 - (c) Assistance with job descriptions, person specifications, interviews and selections
 - (d) Support with job placements to select or fill a vacancy permanently
 - (e) Offering support to new employees in the settling-in period
 - (f) Assisting with customised or vocational training including on-site assessment leading to qualifications for selected job seekers or existing employees.

4. The CTC shall support relevant construction initiatives, which may include the building London creating futures project (which targets disadvantaged groups) and the government's ambition : construction scheme (which targets the long term unemployed).
5. Construction Training Centre - schedule of accommodation
 1. Reception
 - i) Space for one workstation
 - ii) Reception window
 - iii) Suitable for convenient installation of ICT and telecomms
 - iv) Space for display space and stands
 - v) Window
 2. Admin office
 - i) Space for two workstations
 - ii) Secure storage
 - iii) Suitable for convenient installation of ICT and telecomms
 - 3 Information, advice and guidance training room (large)
 - i) Combined with resource library
 - ii) Suitable for convenient installation of ICT and telecomms
 - 4 Tutor's, management and senior ops room
 - i) Space for two workstations
 - ii) Secure storage
 - iii) Suitable for convenient installation of ICT and telecomms
 - iv) Suitable for convenient installation of server
 - 5 Classrooms x 2 no.
 - i) Suitable for 21 seated
 - ii) Space for presentation/display material
 - iii) Suitable for convenient installation of ICT and telecomms
 - iv) Capable of joining up into one larger room
 - 6 Event room
 - i) Suitable for 50 seated, 70 standing
 - ii) Space for presentation/display material
 - iii) Suitable for convenient installation of secure presentation ICT
 - iv) Table and chair storage

- 7 Workshops x 3no.
 - i) Suitable for 10 work/learning benches/tables plus 10 standing
 - ii) Suitable for convenient installation of secure ICT
 - iii) Materials, tools and other storage
- 8 ICT room
 - i) Suitable for 11 terminals, 6 standing
 - ii) Presentation/display space
 - iii) Suitable for convenient installation of secure ICT
 - iv) Suitable for convenient installation of local server
 - v) Storage
- 9 Interview room
 - i) Suitable for 4 seated at tables
 - ii) Suitable for convenient installation of ICT and telecoms
- 10 Trainee rest and changing rooms x 2no. (male and female)
 - i) Shower
 - ii) Locker storage
- 11 Toilets
- 12 Kitchens x 2no.
 - i) Appliances, utensil, food and crockery storage
 - ii) Space for vending machines in one
- 13 Cleaning cupboard
- 14 Circulation

Total for Construction Training Centre 600 sq m GEA.

SECTION A : EMPLOYMENT & TRAINING - CONSTRUCTION

SCHEDULE A

Part 2

FURTHER DETAILS OF THE CTC WORKPLACE/CONSTRUCTION CO-ORDINATOR

1. The CTC Workplace/Construction Co-ordinator shall be responsible for identifying and meeting additional CTC staffing requirements, within the funding available and shall develop and maintain a database of skilled construction workers from all disciplines and match these to vacancies notified by contractors.
2. The CTC Workplace/Construction Co-ordinator shall work with contractors to identify suitable training programmes where skills shortages exist and promote the provision of work experience for trainees.
3. The CTC Workplace/Construction Co-ordinator shall be responsible for convening and operating the Contractors' Forum to enable the Developer, occupiers, lead contractors and others to co-ordinate their ideas on construction employment and training initiatives across King's Cross Central.

SECTION B: EMPLOYMENT & TRAINING POST-CONSTRUCTION

DEFINITIONS

"Employment Liaison Officer"

An appropriately qualified person appointed by the Developer at its own expense to promote the business advantages of local recruitment through the Skills and Recruitment Centre to occupiers and to ensure that the service is employer led further details of which are contained at Schedule B, Part 2.

"Labour Market Model"

High quality information about the likely forthcoming job opportunities within the Development to be provided to the Council and to include details of the following:-

- (i) skills known or anticipated to be required within the Development;
- (ii) incoming occupiers contact details (the timing of which may be subject to the approval of those incoming occupiers, for reasons of commercial confidentiality);
- (iii) the known or anticipated employment profiles of incoming occupiers;
- (iv) the known or anticipated recruitment and training needs of occupiers of the Development including the Developer;
- (v) the profile of vacancies, including entry-level vacancies, known or anticipated to be required to be filled by the occupiers of the Development, including the Developer.

"Local Employment Objective Targets"

- (a) The provision of high levels of local employment within the end use workforce the target of which shall be at least fifteen per cent (15%) of end use employees to be local residents from the CIZ and WIZ.
- (b) The aspirational target shall be thirty per cent (30%) of end use employees to be over time local residents from the CIZ and WIZ and the parties acknowledge that this is an ambitious target.

"Match Funding"

Funding to be secured from a range of organisations including JobCentre Plus, the Learning and Skills Council the London Development Agency and Building London Creating Futures Programme or their successor bodies or other bodies offering match funding opportunities to assist in the meeting of the Local Employment Objective Target.

"Skills and Recruitment Centre"

A centre to be constructed by the Developer in accordance with (i) to (iii) below comprising a centre to offer recruitment and skills services to employers, employees and job-seekers and other business support as may be agreed between the Developer and the Council in order to develop a qualified local workforce with the objective of securing the Local Employment Objective Target. The centre must meet the following minimum specification and in respect of which further details are contained at Schedule B, Part 1:-

- (i) Premises comprising not less than 250 sq m NIA;
- (ii) sited in a reasonably prominent location within the Development such 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) fitting out of the centre to be to a Category A Finish.

"Small Business Space"

B1 business space of individual units each not exceeding 250 sq m GEA including 500 sq m GEA for Voluntary Sector Space.

"SRC Lease"

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

"SRC Operating Costs"

The proper costs of operating the Skills and Recruitment Centre.

SRC Support Plan"

A plan setting out how the Developer will support the operations of the Skills and Recruitment Centre identified in Schedule B Part 1 paragraph 4 and to include (but not be limited to) the following:

- (a) details on how the Developer will use reasonable endeavours to encourage

occupiers of the Development to develop a close working relationship with the Skills and Recruitment Centre and to facilitate its operations and activities, including registration of their vacancies with the Skills and Resources Centre.

- (b) details of how the Developer will use reasonable endeavours to work closely with the Skills and Recruitment Centre in relation to estate management employment opportunities, to provide local people with a range of opportunities for structured training, appropriate qualifications and skills, employment and career progression within the estate management of the Development.
- (c) details of how the Developer will use reasonable endeavours to work closely with the Skills and Recruitment Centre, to make new occupiers of the Development aware of the initiatives being promoted by the Skills and Recruitment Centre and the benefits of such initiatives.
- (d) details of the internet website the Developer shall provide for the Skills and Recruitment Centre, advertising the skills and employees available through the Skills and Recruitment Centre with a view inter alia to promoting the Centre to the occupiers of the Development, including details of how that web site shall be maintained and how its content shall be sourced, approved and updated.

"SRC Termination Date"

The earlier of:

- i. The date upon which ninety per cent (90%) of the development measured by permitted floor space has been First Occupied; or
- ii. The date upon which development on 40 of the 44 Development Plots is Practically Completed.

EMPLOYMENT & TRAINING POST CONSTRUCTION

OBLIGATIONS

Skills and Recruitment Centre

1. Subject to the provisions of Clause 21 of Part 1 and the Council having served a Lease Acceptance, no floorspace within the Development shall be First Occupied for B1 purposes until the Skills and Recruitment Centre has been Practically Completed.
2. No later than three (3) months following Practical Completion of the Skills and Recruitment Centre the Developer shall grant the SRC Lease.
3. If the SRC Lease has not been granted in accordance with paragraph 2 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 beyond the laying of foundation slabs until such time as paragraph 2 has been complied with.

SRC Payments

4. During the carrying out of the Development the Developer shall pay to the Council the following amounts to support the activities of the Skills and Recruitment Centre such payments to be made within twenty eight (28) days of the relevant contract completion or event of Practical Completion:
 - (a) £150,000 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 sub paragraph the Developer shall pay £150,000 to the Council within twenty four (24) months from the Implementation Date;
 - (b) £50,000 when 50,000 sq m GEA of buildings have been Practically Completed;
 - (c) £75,000 when 100,000 sq m GEA of buildings have been Practically Completed;
 - (d) £100,000 when 200,000 sq m GEA of buildings have been Practically Completed;
 - (e) £150,000 when 300,000 sq m GEA of buildings have been Practically Completed;
 - (f) £175,000 when 400,000 sq m GEA of buildings have been Practically Completed;
 - (g) £200,000 when 500,000 sq m GEA of buildings have been Practically Completed;
 - (h) £200,000 when 600,000 sq m GEA of buildings have been Practically Completed;
 - (i) £250,000 when 650,000 sq m GEA of buildings have been Practically Completed.
5. Prior to First Occupation for B1 purposes of any floor space within the Development the Developer shall pay to the Council £40,000 towards the SRC Operating Costs.

6. Upon each of the first to ninth anniversaries following the date of the payment made under paragraph 5 the Developer shall pay to the Council £40,000 towards the SRC Operating Costs.
7. If at any time the payments in paragraphs 4, 5, and 6 have not been paid in accordance with the terms of this Agreement the Developer shall not carry out or permit to be carried out any further works of construction on Site until such time as the payments have been made.

Marketing Assistance

8. On or prior to Practical Completion of 100,000 sq m GEA of buildings on the Site the Developer shall provide the Council with marketing assistance in relation to the Skills and Recruitment Centre by way of the following:-
 - (a) a payment not exceeding £75,000 towards the costs expended or anticipated to be expended by the Council (evidence of such costs and anticipated costs to be provided to the Developer by the Council should the Developer request the same) in marketing initiatives in relation to the Skills and Recruitment Centre, or
 - (b) provided that a notice to the effect that such services are to be provided has been given before 50,000 sq m of GEA of development on the Site are Occupied, services to a value not exceeding £75,000 in assisting in the marketing of the Skills and Recruitment Centre

always provided that the Developer has fully consulted the Council and the Council has approved the form of assistance to be provided by the Developer under sub paragraph 8(b), taking into account its budgets, its prior commitments and its expenditure at the time of consultation.

Labour Market Model

9. Following the Implementation Date the Developer shall provide to the Council and the Skills and Recruitment Centre the Labour Market Model on the following terms:-
 - (a) the first Labour Market Model shall be provided to the Council no later than six (6) months following the Implementation Date;
 - (b) updated Labour Market Models shall be provided by the Developer to the Council and the Skills and Recruitment Centre every twelve (12) months thereafter until the SRC Termination Date provided that the Council may request updates more regularly (but not more than twice in any calendar year) provided such updates are properly required by the Council.

SRC Support Plan

10. On or prior to the Practical Completion of the Skills and Recruitment Centre the Developer shall submit to the Council for approval the SRC 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 SRC Support Plan within twenty (20) working days of receipt.
11. The Developer shall not Occupy or permit Occupation of any B1 floorspace within the Development until the SRC Support Plan has been approved by the Council, a response to be made by the Council within thirty (30) working days of a submission made in accordance with the Review Procedure.

12. Following the completion of the SRC Lease and upon approval of the SRC Support Plan the Developer shall:
- (a) use reasonable endeavours to comply with the provisions of the SRC Support Plan;
 - (b) provide at its own expense the Employment Liaison Officer to assist in the implementation of the SRC Support Plan;
 - (c) use reasonable endeavours to provide adequate support to the Employment Liaison Officer to enable him to effectively and successfully carry out his roles and responsibilities aimed towards achieving the Local Employment Objective Targets;
 - (d) provide and thereafter maintain an appropriate website for the Skills and Recruitment Centre in accordance with the SRC Support Plan.
13. The Developer and the Council shall review annually (or at other such period or interval as shall be agreed between the Developer and the Council) the effectiveness of the SRC Support Plan.
14. The obligations upon the Developer in paragraphs 12 and 13 shall cease and terminate upon the SRC Termination Date.

Employment Liaison Officer

15. On completion of the SRC Lease until the SRC Termination Date the Developer shall provide at its own expense the Employment Liaison Officer who shall assist in the implementation of the SRC Support Plan with the objective of securing the Local Employment Objective Targets.
16. In relation to the selection and employment of the Employment Liaison Officer:
- (a) the Developer shall not enter into the employment contract with the Employment Liaison Officer 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

and those elements of the employment contract shall not subsequently be varied without the written agreement of the Council;

- (b) the employment contract shall specify the role and responsibilities that will be undertaken in working to support the Skills and Recruitment Centre in meeting their objectives;
- (c) the contract shall provide that 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 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. The Council shall similarly be entitled to approve the shortlist for any subsequent candidate(s) for the position;

- (e) the Council shall be entitled to take part in formal annual performance appraisals of the Employment Liaison Officer;
- (f) the Developer shall notify the Council of disciplinary issues or proceedings affecting the Employment Liaison Officer 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 the Employment Liaison Officer with an adequate level of administration support commensurate with the support provided to the Developer's other comparable employees and shall cover the Employment Liaison Officer'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 Employment Liaison Officer.

17. If the Employment Liaison Officer has not been provided by the Developer in accordance with paragraph 15 and 16 (save as may be agreed in advance in writing by 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 and 16 have been complied with (save in respect of matters beyond the Developer's reasonable control).
18. The Developer shall ensure that the role of the Employment Liaison Officer 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 candidate can be employed under the provisions above.

SRC Continuation

19. On or prior to the date that eighty per cent (80%) of the Development measured by permitted floorspace is Practically Completed the Developer shall pay to the Council £50,000 to be applied by the Council towards the procurement of professional advice as to the viability of continuing to provide a Skills and Recruitment Centre under new arrangements after the SRC Termination Date;
20. The Developer will use reasonable endeavours to ensure that the termination of the obligations relating to the Skills and Recruitment Centre and the Employment Liaison Officer are carried out in a manner that provides the Council with the opportunity to continue to provide training and employment services of a similar nature under new arrangements provided always that:
- (a) if the Council can demonstrate that the Developer has not used such reasonable endeavours the SRC Lease shall not terminate until the Developer's obligations have been fulfilled;
 - (b) nothing in this paragraph 20 shall imply a requirement on the Developer to grant a new lease or renew the existing lease; and
 - (c) the non-termination of the SRC Lease shall not require the Developer to provide the Employment Liaison Officer.

General Obligations

21. The Developer and the Council shall work together to assist the Skills and Recruitment Centre and the Employment Liaison Officer:-
- (a) to improve employment and training opportunities for local people across both LB Camden and LB Islington;
 - (b) to develop a qualified local workforce with the objective of securing the Local Employment Objective Targets;
 - (c) to monitor and record information on the delivery by the Skills and Recruitment Centre of jobs and training within the Development and the Local Employment Objective Targets including (but not limited to) monitoring by address, postcode, gender, age, job description, ethnicity, disability and previous employment status, provided that the Developer and the Council shall comply with confidentiality restrictions as may reasonably be required in relation to such information;
 - (d) to report such information annually to those organisations which have provided Match Funding subject to each such organisation having first confirmed in writing that it will comply with confidentiality restrictions as may reasonably be required in relation to such information.
22. The Developer and the Council shall work together to allow outside assessors to assess work based learning and the working of the Skills and Recruitment Centre.
23. The Developer shall assist the Skills and Recruitment Centre to support the Small Business Space through the provision of those Services identified at Schedule B Part 1 paragraph 4 [and in particular sub paragraphs a,c,e,h,j and p.]
24. The Council shall use reasonable endeavours to obtain Match Funding equivalent to the sums to be paid to the Council under this Section B and the Developer shall provide reasonable assistance and support for such endeavours.
25. 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 26 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.
26. In order to make a request pursuant to paragraph 25 the Council must demonstrate that bringing forward any financial contribution due in accordance with this section will:
- (a) secure Matching 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.