

THEDDLETHORPE COMMUNITY PARTNERSHIP AGREEMENT

Version 3 – 01.03.24

THIS COMMUNITY PARTNERSHIP AGREEMENT is made on 2024

BETWEEN:

- (1) **RADIOACTIVE WASTE MANAGEMENT LIMITED** being the private limited company with company registration number 08920190 whose registered office is Pelham House, Pelham Drive, Calderbridge, Cumbria CA20 1DB, trading as **NUCLEAR WASTE SERVICES** ("Nuclear Waste Services"); and
- (2) **LINCOLNSHIRE COUNTY COUNCIL** a "Relevant Principal Local Authority" whose registered office is at County Offices, Newland, Lincoln, LN1 1YL (an "RPLA Member"); and
- (3) **EAST LINDSEY DISTRICT COUNCIL** being a "Relevant Principal Local Authority" whose registered office is at Tedder Hall, Manby Park, Louth, Lincolnshire, LN11 8UP (an "RPLA Member"); and
- (4) representing [insert role] a "[insert sector] Member"; and
- (5) **Jon Collins** (as Interim Chair).

Contents

1	Introduction To The GDF Project	3
2	Definitions In This Document	3
3	Purpose Of This Document	3
4	Lifespan Of This Document	4
5	Terms Of Reference	5
6	Core Functions And Responsibilities And Programme Of Activities	5
7	Membership	6
8	Structure Of The Community Partnership	6
9	Search Area	6
10	Community Investment Funding	6
11	The Right Of Withdrawal	7
12	Test Of Public Support	7
13	Access To Scientific And Technical Information	7
14	Confidentiality, Data Protection And Communications	8
15	Members' Interests	9
16	Review	9
17	Variation	9
18	Dispute Resolution	9
19	Expenses And Support	9
20	Schedules To This Community Partnership Agreement	10

1. INTRODUCTION TO THE GDF PROJECT

- 1.1 On 31st January 2022 the Nuclear Decommissioning Authority created its waste division trading as Nuclear Waste Services which includes Radioactive Waste Management Ltd ("**RWM**"). RWM is responsible for delivering final disposal capacity for higher activity waste in a Geological Disposal Facility ("**GDF**"). The UK Government has set out the process for siting a GDF in its Working with Communities Policy (the "**Policy**")¹.
- 1.2 The Policy is designed to make sure that local communities are at the heart of finding a suitable location for a GDF. A GDF can only be built within a community that has given its positive support to do so (in a Test of Public Support).
- 1.3 For the GDF siting process to move forward in any area where interest is shown, the Policy requires that a community partnership must be set up, including at least one Relevant Principal Local Authority (a district, county or unitary authority). Community partnerships will be the key vehicle for dialogue between Nuclear Waste Services, the local authorities and the community, sharing information, finding answers to community questions on geological disposal, the siting process and how the community could benefit in the long term through development of a local community vision.
- 1.4 This document – the Community Partnership Agreement ("**CPA**") – is required by the Policy to create such a community partnership. This CPA is not a legally binding agreement. Those signing it do so to become members of the community partnership, and to agree to follow the guidelines set out here, on how the community partnership will operate.
- 1.5 Community partnerships must be based on the initial Search Area proposed by a working group. The initial Search Area must be defined using district or unitary electoral ward boundaries. For the Theddlethorpe Community Partnership, the Search Area includes the two East Lindsey District Council electoral wards of Withern & Theddlethorpe (one ward) and Mablethorpe. The inshore area adjacent to the coast also remains under consideration.

2. DEFINITIONS IN THIS DOCUMENT

- 2.1 Unless explained in the main text, words beginning with initial Capital Letters have specific meanings which are listed in the 'Definitions' section at Schedule 1 at the end of this document.

3. PURPOSE OF THIS DOCUMENT

- 3.1 The purpose of this CPA is to establish the Theddlethorpe Community Partnership (the "Community Partnership") and to appoint Members to the Community Partnership. In signing this CPA, the Members acknowledge they will comply with the Policy and:

¹ Available here: <https://www.gov.uk/government/publications/implementing-geological-disposal-working-with-communities-long-term-management-of-higher-activity-radioactive-waste>

- 3.1.1 That this does not create a commitment for any community within the Search Area to host a GDF.
- 3.1.2 Nuclear Waste Services cannot seek regulatory approval and development consent to begin construction of a GDF within a Potential Host Community until a Test of Public Support has demonstrated support for a GDF by the residents of that community.
- 3.1.3 Each of the Relevant Principal Local Authorities who are Members can individually withdraw from the process at any point up until a Test of Public Support is taken. (This is known as the RPLA Right of Withdrawal.)
- 3.1.4 Nuclear Waste Services can withdraw from the process at any time (known as the Nuclear Waste Services Ability to Withdraw).
- 3.1.5 The signing of this CPA creates the Community Partnership, which then allows access to immediate Community Investment Funding for the benefit of communities within the Search Area.

4. LIFESPAN OF THIS DOCUMENT

- 4.1 This CPA will take effect on the date set out at the top of this Agreement.
- 4.2 This CPA will continue in effect - and the Community Partnership will exist - until any of the following occurs (in each case subject to the conclusion of the transitional arrangements set out under section 4.3):
 - 4.2.1 The RPLA Right of Withdrawal is exercised in all areas by all RPLA Members on the Community Partnership.
 - 4.2.2 The Nuclear Waste Services Ability to Withdraw is exercised.
 - 4.2.3 The results of a Test of Public Support are negative i.e., the relevant Potential Host Community is not supportive of hosting a GDF.
 - 4.2.4 The results of a Test of Public Support are positive i.e., the relevant Potential Host Community supports hosting a GDF.
- 4.3 If any of the above events occur, the Members of the Community Partnership will decide how and when the Community Partnership will cease to operate. If there is a positive Test of Public Support, the Members may decide to continue the work of the Community Partnership, for example, by creating a liaison group to provide a continued link with Nuclear Waste Services during the GDF project's further development.

5. TERMS OF REFERENCE

- 5.1 The terms of reference set out in more detail how the Community Partnership will operate. They are attached as Schedule 2 of this CPA and are called the "**CP TOR**".
- 5.2 The Members will also need to develop terms of reference for any Sub-group(s) that the Community Partnership sets up.
- 5.3 The Members will keep the CP TOR and terms of reference for any Sub-groups

under review with a formal review carried out at least every 12 months, unless otherwise agreed by the Members.

6. CORE FUNCTIONS AND RESPONSIBILITIES AND PROGRAMME OF ACTIVITIES

- 6.1 The Members acknowledge the core functions and responsibilities of the Community Partnership set out in the CP TOR – see "*Purpose*" and "*Roles and Responsibilities*".
- 6.2 The Members will develop a "Programme of Activities" in accordance with Policy and the CP TOR including to fulfil their roles and responsibilities. The Members will aim to have the Programme of Activities prepared within 6 months of the date of this CPA.
- 6.3 In line with the Community Partnership's role to drive dialogue with the community, the programme of activities should include a communications and engagement plan designed with Nuclear Waste Services and its media planners to ensure that all Search Area residents and organisations receive regular information updates across multiple channels, to enable high levels of awareness, understanding and engagement with the Community Partnerships programme.
- 6.4 The Programme of Activities will be attached as a further schedule to this CPA when prepared. It will be regularly reviewed to ensure it remains appropriate and relevant.
- 6.5 Members will develop a monitoring and reporting mechanism to evaluate the Community Partnership's performance against the Programme of Activities. The monitoring and reporting mechanism must be robust, transparent, and not overly complex. The monitoring and reporting mechanism will include key performance indicators and quarterly monitoring mechanisms which will be agreed annually to both enable and track high levels of awareness, understanding and engagement amongst residents and organisations in the Search Area.

7. MEMBERSHIP

- 7.1 The Members will comply with the provisions governing the appointment and conduct of Members set out in the CP TOR and in the Code of Conduct at Schedule 3.

8. STRUCTURE OF THE COMMUNITY PARTNERSHIP

- 8.1 The Members will work together to establish and then maintain an appropriate framework for the effective operation of the Community Partnership.
- 8.2 Sub-groups to the main Community Partnership may be set up to consider particular issues and activities of the Community Partnership. This will include setting up the Community Investment Panel as a Sub-group of the Community Partnership. The Partnership may also establish and manage a Stakeholder Forum to encourage wider dialogue with the community. See also section 10 below.

9. SEARCH AREA

- 9.1 The Members will keep the boundaries of the Search Area under review and refine its boundaries (taking into account the outputs of Nuclear Waste Services' technical investigations) during the siting process until the Potential Host Community is identified.

10. COMMUNITY INVESTMENT FUNDING

- 10.1 As soon as possible following the formation of the Community Partnership, the Members will establish a Community Investment Panel which will operate in accordance with the CIF Principles of Operation. The CIF Principles of Operation reflect the principles from the Working With Communities Policy and set out how this funding will be applied for, approved and administered. The CIF Principles are separately provided to Members.
- 10.2 The Members acknowledge that Community Investment Funding ("**CIF**") can only be used to fund projects, schemes or initiatives that benefit the communities within the Search Area and which meet the CIF Principles of Operation.
- 10.3 The Community Partnership will:
- 10.3.1 identify priorities for CIF with regard to any local economic vision and socio-economic strategies or plans in order to develop and agree local funding criteria;
 - 10.3.2 append the local funding criteria as a further schedule to this CPA; and
 - 10.3.3 keep that schedule up to date through regular review with Members.
- 10.4 The Members acknowledge that in accordance with Policy if either the RPLA Right of Withdrawal (by all RPLA Members in all areas) or the Nuclear Waste Services Ability to Withdraw is exercised, the availability of CIF will end. When this happens, the Members will take appropriate action to evaluate the outcomes of the CIF and to share lessons learnt (including the carrying out of a final audit).

11. THE RIGHT OF WITHDRAWAL

- 11.1 Policy establishes rights for both the RPLA Member(s), and Nuclear Waste Services, to withdraw from the siting process.

The RPLA Right of Withdrawal

- 11.2 The RPLA Right of Withdrawal may be exercised from the siting process at any point up until a Test of Public Support is taken.
- 11.3 The decision on whether to invoke the RPLA Right of Withdrawal may be taken by each RPLA Member on the Community Partnership.
- 11.4 Each RPLA Member(s) may decide to seek the views of the residents in the Search Area (or, once identified, the Potential Host Community) on whether to invoke the RPLA Right of Withdrawal in accordance with the WWC Policy (particularly paragraph 6.92).

Nuclear Waste Services Ability to Withdraw

- 11.5 Nuclear Waste Services can exercise their Ability to Withdraw in accordance with Policy, based on evidence and technical information.

12. TEST OF PUBLIC SUPPORT

- 12.1 The Test of Public Support will take place in accordance with Policy.
- 12.2 The RPLA Member(s) will take the decision on when to hold a Test of Public Support. If there is more than one RPLA Member on the Community Partnership, then each RPLA Member must agree that the Test of Public Support can take place.
- 12.3 The RPLA Member(s) should involve the Community Partnership in discussions on an appropriate time to hold the Test of Public Support.
- 12.4 The Community Partnership will decide on the method to be used for the Test of Public Support. The method chosen to seek views could be either a local referendum, a formal consultation or statistically representative polling or if another method of consultation emerges in the future the Community Partnership may consider a different approach. This method will be attached as a further schedule to the CPA when prepared.

13. ACCESS TO SCIENTIFIC AND TECHNICAL INFORMATION

- 13.1 In accordance with Policy, the Members recognise that Nuclear Waste Services is the first point of contact for information on geological disposal and the siting process. The Community Partnership will also be able to call on the Government's independent advisory body, CoRWM and regulators. It may also commission reports and research on specific topics from independent experts, as part of the agreed programme of activities.
- 13.2 If the Community Partnership receives conflicting statements from different parties, it may, in accordance with Policy, consider accessing the mechanism made available by Government to access independent experts in the Learned Societies. In such cases it will comply with the Policy and will follow the procedure set out in the Learned Society Memorandum of Understanding to obtain the views of independent expert Learned Society members on contested and unresolved technical and or scientific issues.

14. CONFIDENTIALITY, DATA PROTECTION AND COMMUNICATIONS

- 14.1 The Members recognise that the activities of the Community Partnership are likely to result in a range of data and information to which various legal regimes will apply (including the Freedom of Information Act 2000 ("**FOIA**"), the Environmental Information Regulations 2004 ("**EIR**") and the data protection regimes which will need to be complied with. In addition, there may be reasons why some information should be treated as confidential for a period.
- 14.2 To meet the above terms the Members may be required to enter into a separate legally binding information sharing agreement or agreements. This would set out the Members' obligations including:
 - 14.2.1 compliance with the FOIA and EIR and relevant data protection legislation
 - 14.2.2 the handling and sharing of confidential information
 - 14.2.3 the management and compliance regarding any necessary security arrangements
- 14.3 The Members must also comply with paragraph 11 of the CP TOR which covers

communications and sharing of information.

- 14.4 The Community Partnership may develop and keep under review a joint communications protocol. The protocol could consider how Community Partnership communications are managed to the best principles of 'members, message, media' and the process for handling community issues and concerns.

15. MEMBERS' INTERESTS

- 15.1 Each Member (including where relevant its Authorised Representative(s)) acknowledges that they may have interests arising from the work and decision-making of the Community Partnership and from the siting process.
- 15.2 All Members of the Community Partnership are responsible for complying with the Declaration of Interests Procedure for the Members contained within Schedule 5 (*Declaration of Interests Procedure*).
- 15.3 The Members will ensure that a consistent Declarations of Interest Procedure is included in the terms of reference for each Sub-group established by the Community Partnership.

16. REVIEW

- 16.1 The Members will review the CPA at least every 6 months, or such other time frame that the Members agree is appropriate.
- 16.2 If the Members want to make a change to the CPA from that review, those changes must be made in accordance with section 17 below.

17. VARIATION

- 17.1 Variations and amendments to the CPA and its schedules will be minuted by the Community Partnership and must be made unanimously (unless 17.2 applies).
- 17.2 The Members may agree unanimously that certain decisions or types of decisions do not need to be unanimous. Where the Members agree that that is the case, the Community Partnership will minute that decision and the alternative decision-making process will be attached as a schedule to this CPA.
- 17.3 The Secretariat will produce updated versions of the CPA for Members reflecting all variations and or amendments made to the CPA.
- 17.4 The CPA does not need to be re-signed by Members to give effect to variations and amendments which have been agreed in accordance with this section.

18. DISPUTE RESOLUTION

- 18.1 The dispute resolution principles in paragraph 13 of the CP TOR at Schedule 2 apply to the Members and the operation of the CPA.

19. EXPENSES AND SUPPORT

- 19.1 The costs of administering the Community Partnership and the reasonable expenses of Members in carrying out the activities of the Community Partnership, as agreed in advance with Nuclear Waste Services, will be met by the Engagement Funding.

20. SCHEDULES TO THIS COMMUNITY PARTNERSHIP AGREEMENT

- Schedule 1: Definitions
- Schedule 2: CP TOR
- Schedule 3: Code of Conduct
- Schedule 4: The Nolan Principles
- Schedule 5: Declaration of Interest Procedure
- Schedule 6: Declaration of Interest Form
- Schedule 7: Register of interests
- Schedule 8: Authorised Representatives for the Theddlethorpe Community Partnership

SCHEDULE 1

DEFINITIONS

"Authorised Representative(s)"	means those authorised representatives listed in Schedule 8 representing a Member at a meeting of the Community Partnership in accordance with Schedule 2 of the CP (TOR)
"CIF Principles"	means the principles set out in paragraph 6.70 of the Policy which provides that CIF can be used to pay for projects, schemes or initiatives that: improve community well-being; enhance the natural and built environment; or provide economic development opportunities, for example, employment opportunities, job creation or education or training
"Committee on Radioactive Waste Management"	means the Committee on Radioactive Waste Management (CoRWM) which provides independent scrutiny and transparent advice to the UK government on the long-term management of higher activity radioactive wastes.
"Community Guidance"	means the guidance published by RWM on the 19th December 2018 called <i>Community Guidance: How we will work with communities in England</i> , available here: RWM Community Guidance - England (publishing.service.gov.uk) ;
"Community Investment Funding" or "CIF"	means the funding that will be available for projects, schemes or initiatives once a Community Partnership is formed and a Community Partnership Agreement is signed by all the individual members of the Community Partnership;
"Community Investment Panel"	means the panel that reviews and decides on applications to fund projects from the Community Investment Funding;
"Community Partnership"	means the Theddlethorpe Community Partnership, being a community partnership referred to in paragraphs 6.28 to 6.30 of the Policy;
"Community Partnership Agreement or "CPA"	Means this CPA signed by all the Members and or their Authorised Representatives including any variations and or replacements as agreed in accordance with section 16 (<i>Review</i>) and section 17 (<i>Variation</i>);
"CP TOR"	means the terms of reference for the Community Partnership attached at Schedule 2 to this CPA;
Engagement Funding	means the funding set out in the Policy that Nuclear Waste Services will make available to cover the costs of the Community Partnership's engagement activities, information gathering and support services in accordance with the Expenses Procedure and in relation to the RPLA the services agreement (as set out in the CP TOR at paragraph 12 (<i>Expenses and Costs</i>);

"Environmental Information Regulations 2004" or "EIR"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
"Expenses Procedure"	means the Nuclear Waste Services stakeholder expenses procedure referred to in paragraph 122 (<i>Expenses and Costs</i>) of the CP TOR as provided by RWM to the Members from time to time;
"Freedom of Information Act 2000" or "FOIA"	means the Freedom of Information Act 2000, and any subordinate legislation from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
"Learned Society"	means an organisation that exists to promote an academic discipline, profession, or a group of related disciplines;;
"Learned Society Memorandum of Understanding"	means the memorandum of understanding between the UK Government, the Welsh Government, RWM and Learned Societies dated December 2018 available at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/766645/Third_Party_Expert_View_Mechanism_and_Annex.pdf
"Members"	means the members to this CPA from time to time and includes their Authorised Representatives and or any deputies appointed in their place in accordance with the CP TOR at Schedule 2;
"Nuclear Waste Services Ability to Withdraw"	means the ability of Nuclear Waste Services to withdraw from the siting process within the Search Area or the Potential Host Community (as appropriate) at any time as set out in paragraph 6.94 of the Policy;
"Potential Host Community"	means the community within the district or unitary electoral wards in which the GDF and associated development would be located as defined in WCC Policy including in paragraph 6.84;
"Programme of Activities"	means the programme of activities for the Community Partnership to be developed and kept under regular review by the Members pursuant to section 6 (<i>Core Functions And Responsibilities</i>) of this CPA;
"Quorum"	means the minimum attendance at a meeting of the full Community Partnership being two thirds of the Voting Members, to the nearest whole number;
"Relevant Principal Local Authorities"	means the district, county or unitary local authorities that represent residents in all or part of the Search Area (or once identified the Potential Host Community, and "Relevant Principal Local Authority" is to be interpreted accordingly;

"RPLA Member(s)"	means the Relevant Principal Local Authorities who are parties to this CPA;
"RPLA Right of Withdrawal"	means the ability of a RPLA in the Search Area or the Potential Host Community (as appropriate) to withdraw from the GDF siting process as set out in paragraphs 6.88 to 6.93 of the Policy;
"Search Area"	means the geographic area encompassing all the electoral wards within which Nuclear Waste Services will be able to search for potential sites for a GDF. For areas which include potential for development under the seabed, the Search Area will comprise only that area on land. The initial Search Area for the Theddlethorpe Community Partnership is more particularly described in paragraph 1.2 of the CP TOR. The search area will develop over time;
"Stakeholder Forum"	means an open group set up by the Community Partnership (but which operates separately to the CP) which could engage in dialogue with the community in the Search Area as well as neighbouring local authority areas. The forum, which could be digital as well as face to face, would be open to anyone, aiming to ensure that people who want to know more about the work of the Community Partnership have an opportunity to do so. Additional information on the stakeholder forum is set out in the Community Guidance;
"Sub-group"	means any sub-group to the Community Partnership established by the members pursuant to section 8 (<i>Structure of The Community Partnership</i>) of this CPA including the Community Investment Panel;
"Term"	means the duration of this CPA as more particularly set out in section 4 (<i>Lifespan of This Document</i>) of this CPA;
"Test of Public Support"	means the mechanism to establish whether residents of the Potential Host Community support the development of a GDF within their community in accordance with section 12 of the CPA and the Policy; and
"Voting Members"	means the Members set out in paragraph 3.12 of the CP TOR.

SCHEDULE 2

THEDDLETHORPE COMMUNITY PARTNERSHIP TERMS OF REFERENCE (THE "CP TOR")

1. THEDDLETHORPE COMMUNITY PARTNERSHIP

- 1.1 This Community Partnership is formed in accordance with the requirements of the "Implementing Geological Disposal - Working with Communities" policy document (BEIS, December 2018) ("**WWC Policy**" or "**Policy**").
- 1.2 The Initial Search Area includes the two East Lindsey District Council electoral wards of Withern & Theddlethorpe (one ward) and Mablethorpe electoral ward. The inshore area adjacent to the coast also remains under consideration.
- 1.3 The membership of the Community Partnership is set out in paragraph 3 (*Membership*) below.
- 1.4 Forming a Community Partnership does not commit a community to hosting a GDF.
- 1.5 In these CP TOR, the term "Member" includes where relevant its Authorised Representative(s) or any nominated deputies notified in accordance with paragraphs 3.3 and 3.4 below.

2. PURPOSE AND INTENTION

- 2.1 These CP TOR set out the roles and responsibilities of the Members and the *procedures* governing how the Community Partnership will operate.
- 2.1.1 These include the carrying out of the following core functions by the Members, being: to take forward and build upon the work commenced by the Theddlethorpe Working Group (being the working group formed in Theddlethorpe pursuant to Policy);
- 2.1.2 to develop and continue to refine the Community Partnership Agreement;
- 2.1.3 to identify and deliver achievable outcomes from the Community Partnership Agreement as the siting process progresses;
- 2.1.4 to deliver the role and functions of the Community Partnership as identified in the WWC Policy;
- 2.1.5 to identify and appoint members to the Community Partnership and to keep the membership of the Community Partnership under review;
- 2.1.6 to facilitate discussion with the community;
- 2.1.7 to identify relevant information that people in the communities benefitting from the formation of the Community Partnership want or need about the siting process irrespective of personal views;
- 2.1.8 for the Community Partnership to be the key vehicle for community dialogue with Nuclear Waste Services, including to share information and address questions raised by the community. The Community Partnership is responsible for developing a two-way dialogue with the community forming the Community Partnership;
- 2.1.9 to seek independent expert advice on contested or unresolved technical issues

(pursuant to section 13 (*Access to Scientific and Technical Information*) of the CPA);

- 2.1.10 to discuss information related to and the outcomes of evaluations carried out by Nuclear Waste Services of the Search Area and Potential Host Community (once identified) and to consider the impact of the same on the community forming the Community Partnership;
 - 2.1.11 to review and refine the boundaries of the Search Area as Nuclear Waste Services' investigations progress;
 - 2.1.12 to establish a Community Investment Panel (pursuant to section 10 (Community Investment Funding) of the CPA) and local community priorities for allocation of funds in accordance with WCC Policy;
 - 2.1.13 to make recommendations to the Relevant Principal Local Authorities on the Right of Withdrawal and if and when to launch a Test of Public Support;
 - 2.1.14 to develop and regularly review a Programme of Activities with timelines and clear outputs and delivery of that Programme of Activities;
 - 2.1.15 ensure there is locally specific funding criteria in place that enables effective use of the Community Investment Funding and reflect the needs of the civic society in accordance with paragraphs 6.70 and 6.71 of the Policy;
 - 2.1.16 to monitor and record public opinion in relation to siting a GDF within the Search Area and the Potential Host Community (once identified);
 - 2.1.17 to undertake self-reflection and monitoring of the work undertaken by the Community Partnership to ensure efficient and effective delivery; and
 - 2.1.18 to ensure, on any withdrawal from the siting process further to section 11 (*The Right Of Withdrawal*) of the CPA that the lessons learnt document is completed and shared together with the completion and sharing of the appropriate exit and or transition strategy.
- 2.2 The Community Partnership will carry out core functions set out in paragraph 2.1 above over a number of years whilst the community is involved in the siting process and up to and including the date on which a Test of Public Support is taken or until either the Nuclear Waste Services Ability to Withdraw or the RPLA Right of Withdrawal is exercised.

3. MEMBERSHIP

- 3.1 A member of the Community Partnership may be an individual, or corporate entity, a public body, an unincorporated association, or other organised body.
- 3.2 Where a member of the Community Partnership is a corporate entity, a public body, an unincorporated association, or other organised body, the member will be represented at meetings of the Community Partnership by their Authorised Representative as listed in Schedule 8 of these CP TOR.
- 3.3 The Relevant Principal Local Authorities members, Nuclear Waste Services and any town and parish council members on the Community Partnership may nominate both an Authorised Representative and a Deputy Representative. Where a Deputy has been appointed:
 - 3.3.1 The identity of the Deputy will be recorded on the Membership List (maintained

pursuant to 3.11)

- 3.3.2 All Deputies must comply with this Agreement including (but not limited to) the obligations in Schedule 3 (Code of Conduct), Schedule 4 (the Nolan Principles), and Schedule 5 (Declarations of Interest). Deputies will be subject to the terms of this agreement including (but not limited to) the terms of reference recorded in this Schedule 2.
 - 3.3.3 Where a Deputy is attending a Community Partnership meeting in lieu of the Authorised Representative, the Authorised Representative must inform the Chair with not less than 48 hours' notice (except in exceptional circumstances).
 - 3.3.4 References to the conduct of Authorised Representatives in this Agreement should be read to include their Deputies.
- 3.4 A member may replace its Authorised Representative or Deputy at any time by informing the Secretariat or the Chair.
- 3.5 Each Authorised Representative will inform the Community Partnership whether they have the authority to make decisions and approve actions on behalf of the organisation they represent and if not, the timing and procedure for obtaining approval of that organisation.
- 3.6 Each Authorised Representative will attend the Community Partnership meetings and report proceedings and progress of the Community Partnership to their appointing organisation.
- 3.7 The Community Partnership consists of the following Members:-
- 3.7.1 Lincolnshire County Council and East Lindsey District Council (being the Relevant Principal Local Authorities)
 - 3.7.2 Nuclear Waste Services
 - 3.7.3 Community Members who have signed the Community Partnership Agreement
 - 3.7.4 The Chair
 - 3.7.5 Co-opted Members (if any, from time to time) and conditional on the terms of their appointment.
- In addition, there will be the following non-voting supporting roles:
- 3.7.6 The Independent Facilitator (where appointed)
 - 3.7.7 The Secretariat
- 3.8 At least one Relevant Principal Local Authority must join and remain on the Community Partnership. The Community Partnership should seek to include representation from parish and town councils.
- 3.9 Additional members of the Community Partnership may be invited to join the Community Partnership at any time, in accordance with the WWC Policy and paragraphs 3.14 to 3.20 below.
- 3.10 When a new member joins the Community Partnership, they will be supplied with information by the Community Partnership, and they will familiarise themselves with the work of the Community Partnership and progress made to date.

Membership List

- 3.11 A Membership List detailing membership status and voting rights for each Member of the Community Partnership will be maintained and attached as a further schedule to these CP TOR.

Voting Members

- 3.12 The Community Partnership will consist of the following voting members:
- 3.13 Lincolnshire County Council and East Lindsey District Council (being Relevant Principal Local Authorities);
- 3.1.1 any other Relevant Principal Local Authority that joins the Community Partnership Agreement;
 - 3.1.2 Nuclear Waste Services;
 - 3.1.3 the Chair (subject to paragraphs 8.2 - 8.4 below);
 - 3.1.4 each Community Member who has signed the Community Partnership Agreement, and
 - 3.1.5 Co-opted Members, unless specified otherwise in their terms of appointment and/or the Membership List (maintained pursuant to 3.11)

(together being the "**Voting Members**")

Appointment of Members

- 3.14 The minimum membership requirements for the Community Partnership are set out in paragraphs 6.28 and 6.29 of the WWC Policy with further suggestions on membership in 6.32 to 6.38 of the WWC Policy.
- 3.15 From the date of the Community Partnership Agreement and these CP TOR, the Members acknowledge that the Community Partnership is responsible for:
- 3.15.1 keeping the membership of the Community Partnership under review to aim to ensure it is reflective of and appropriate to the Search Area (and, once identified, the Potential Host Community) and is able to fulfil the roles and responsibilities required of the Community Partnership (as set out in the WWC Policy);
 - 3.15.2 appointing new Members to the Community Partnership as and when required;
 - 3.15.3 putting in place an effective monitoring process (which should occur not less than every 6 months) to review the continued effectiveness of the Community Partnership and its Members, including measures to improve effectiveness if necessary and the basis of terminating membership when required (save for Nuclear Waste Services which (as set out in paragraph 4.1 below) is a permanent Member);
 - 3.15.4 preparing and keeping updated the Code of Conduct;
 - 3.15.5 keeping the structure of the Community Partnership under review, for example, considering whether further Sub-groups are required to address specific topics and how to establish these additional Sub-groups; and
 - 3.15.6 ensuring the process for selecting and appointing Community Members remains

open and transparent.

- 3.16 The Members will make sure the membership of the Community Partnership continues to reflect the different aspects of the community in the Search Area (and, once identified, the Potential Host Community).
- 3.17 Care is required to make sure there are sufficient Members to enable the effective working of the Community Partnership taking into account both the need for effective and efficient decision making and for appropriate resourcing.
- 3.18 Community Members will be appointed in an open and transparent manner taking into account the information and guidance set out in the Community Guidance.
- 3.19 The Members will be participating on a voluntary basis and at all times in accordance with paragraph 12.2 (*Expenses and Costs*) below.
- 3.20 The Members can decide to co-opt a maximum of two individuals and or organisations on a temporary or permanent basis.

4. DURATION OF MEMBERSHIP

- 4.1 Nuclear Waste Services is a permanent member of the Community Partnership during the Term.
- 4.2 During the Term and pursuant to paragraph 6.28 of the WWC Policy, there must be at least one Relevant Principal Local Authority representing each district or unitary authority electoral ward in the Search Area.
- 4.3 The Community Members are not permanent members of the Community Partnership and may decide to leave the Community Partnership at any time. In the event a Community Member(s) withdraw from the Community Partnership the Community Partnership will continue subject to section 4.2 of the CPA. Any withdrawal should be documented in the minutes and the Schedule of Membership will be update in accordance with paragraph 3.11 above.
- 4.4 The term of appointment of individual Community Members of the Community Partnership will be determined on the basis of their skills and experience having regard to the Programme of Activities and or the applicable Search Area at all times subject to:
 - 4.4.1 any decision on renewals of appointments made by the Community Partnership; and
 - 4.4.2 early termination in accordance with paragraphs 4.5 and 4.6 below.
- 4.5 Subject to paragraph 4.1 above, at all times acting proportionately and to the extent necessary to ensure and maintain the:
 - 4.5.1 high standards of the CPA and these CP TOR;
 - 4.5.2 continued compliance with the Code of Conduct (Schedule 3); and
 - 4.5.3 effective operation of the Community Partnership in the siting process

the Chair will have the power to take disciplinary action against any Community Members and or their Authorised Representatives in respect of any material breach and or continued non-compliance with the CPA, these CP TOR, and or the Code of Conduct by any Community Members and or their Authorised Representatives.

- 4.6 Where any Community Member and or their Authorised Representatives do not rectify any such non-compliance referred to in paragraph 4.5 above to the satisfaction of the other compliant Members (within a reasonable timescale as agreed between the other compliant Members and notified promptly to the non-compliant Community Member and or Authorised Representative), the Chair may decide to call a vote (which will be a majority vote) at a meeting on whether or not to remove the Community Member or Authorised Representative from the Community Partnership. Such a vote will be final and upon which the dispute resolution procedure set out at section 18 of the CPA and paragraph 3 below will cease to apply.

5. WORKING METHODS

- 5.1 All Members will act in accordance with these CP TOR and the Code of Conduct (Schedule 3).

Ways of Working

- 5.2 In addition to paragraph 4 above, as part of the Community Partnership, all Members will also commit to working in the following way:

5.2.1 being open and actively engaging;

5.2.2 making things happen;

5.2.3 adopting a consensus-based decision making process for all decisions;

5.2.4 committing to listening and valuing the opinions of others – including those with whom the Members may disagree;

5.2.5 being positive about working with others;

5.2.6 encouraging mutual learning and continuous improvement through establishing appropriate 'space' and process for reflections; and

5.2.7 ensuring inclusivity ensuring all people regardless of background have the opportunity to contribute and participate fully to the work of the agreed activities

(together being the "**Agreed Ways of Working**").

6. CONDUCT

- 6.1 The Members will at all times observe the Code of Conduct and obligations regarding declaring any Members' interests in accordance with paragraph 10 (*Members' Interests*) and as set out in Schedule 5 (*Declaration of Interests Procedure*).

- 6.2 Members and Authorised Representatives must complete and maintain an up-to-date register of their interests in accordance with the Declaration of Interests Procedure set out in Schedule 5. Members and Authorised Representatives will advise the Chair of an actual or perceived conflict of interest and request a determination from the Chair if required.

- 6.3 The Chair should advise and seek the determination of the other Members of the Community Partnership in respect of their own conflicts of interest.

- 6.4 The register of interests will be held and maintained for public viewing by the Secretariat.

- 6.5 In carrying out its roles (including the commissioning of or carrying out activities contained in the programme of activities) the Community Partnership will have regard to the requirements of the Public Services (Social Value) Act 2012 along with any local or regional

economic vision and socio-economic strategies or plans that apply to the geographical area covered by the Community Partnership, for example, that relate to employment, education or the environment.

6.6 The Community Partnership may create such structures and mechanisms as it sees fit to assist it in carrying out its work, including mechanisms for engaging with stakeholders and the public.

6.7 Where a Member considers that another Member has not acted in accordance with the Code of Conduct and the Agreed Ways of Working, this feedback will be given and received in an honest, open and supportive way and will be considered appropriately and not to the detriment of this Community Partnership. Paragraphs 4.5 and 4.6 above will apply in the event of any material, continued and ongoing breaches of the CPA (including these CP TOR and the Code of Conduct).

7. ROLES AND RESPONSIBILITIES

7.1 **Nuclear Waste Services** is responsible for all technical decisions relating to the potential suitability of sites. Nuclear Waste Services will also be responsible for ensuring that the work and processes of the Community Partnership comply with government policy, in particular the WWC Policy.

7.2 **The Relevant Principal Local Authority (or Authorities)** play a crucial role in respect of planning, infrastructure development and service provision in the Search Area (and once identified, the Potential Host Community). They will ensure that the work of the Community Partnership is in line with local policy.

7.3 **Community Members** are organisations and individuals that reflect the interests and make-up of the community in the Search Area (and once identified, the Potential Host Community). The Community Members will work with the other Members to engage with the views of the community, in particular, with regards to ensuring the siting process reflects the priorities and vision of the local community in the Search Area (and once identified, the Principal Host Community). All Members other than Nuclear Waste Services and the Relevant Principal Local Authority(ies) are Community Members.

7.4 Co-opted Members may be brought into the Community Partnership for a specific task or because they have a specific skill set. Co-opted Members will typically be brought in for a limited period (set out in their terms of appointment). Where there are Co-opted Members on the Community Partnership, references in this Agreement to Community Members should be read to include Co-opted Members (unless otherwise specified in their terms of appointment).

7.5 The **Chair** will be accountable to the Community Partnership in ensuring that they conduct their activities in line with these CP TOR. The Chair must at all times ensure that the work of the Community Partnership is fair, unbiased and reflects the needs of the community.

7.6 In the event a Chair is to be drawn from the Members, the Members will put forward 3 candidates (or such other number which may be agreed by the Members) and the Chair will be selected from those candidates by the current Chair, Lincolnshire County Council, East Lindsey District Council and Nuclear Waste Services , acting unanimously and having principal regard to selecting the best candidate in light of the role of the Chair set out in paragraph 7.5..

7.7 In the event a Chair is selected from the Members, that person agrees that they will, for the period in which they are Chair, act independently and in accordance with paragraph 7.5. They will not for that period be representing either themselves or any organisation which they may be a member of (even where that organisation is itself a Member of the

Community Partnership). In this event the Member should be replaced by an alternative Authorised Representative who can continue to represent and have the vote for the Member

- 7.8 The Chair will serve an initial term of 2 years and is eligible for re-election every other year thereafter for a maximum of 6 years in office.
- 7.9 The Community Partnership can appoint a lead Member to work with the Community Investment Panel.
- 7.10 The Nuclear Waste Services community engagement manager will act as the link between the Community Partnership and Nuclear Waste Services.
- 7.11 RPLA is the link between Lincolnshire County Council and East Lindsey District Council and the Community Partnership, ensuring that the work of the Community Partnership is in line with local policy.
- 7.12 The person or organisation providing secretarial services and administrative support to the Community Partnership (the "**Secretariat**") will be provided by Nuclear Waste Services in the first instance.
- 7.13 Other Community Members will reflect the make-up of the community within the Search Area.

8. DECISION MAKING

- 8.1 Decisions will normally be made through consensus between the Voting Members; however, where a consensual decision cannot be reached, a vote will be taken.
- 8.2 In accordance with sections 16 (*Review*) and 17 (*Variation*) of the CPA Members may determine:
 - 8.2.1 which decisions or categories of decision will be determined at full or quorate meetings and which may be determined by majority vote or by an alternative majority (for example a simple or 2/3 majority);
 - 8.2.2 the voting position of the Chair and whether, for example, the voting position of the Chair should change from the position set out in paragraphs 8.3 and 8.4 below (including having regard to whether the Chair is to be an independent chair or not).
- 8.3 Where there is a need for a vote to be taken to reach a decision, each Voting Member of the Community Partnership is allocated a single vote. Where one Voting Member of the Community Partnership has multiple Authorised Representatives at a meeting, only one Authorised Representative will be eligible to vote.
- 8.4 The Chair will have a casting vote in the event of a deadlock but (subject to paragraph 8.2) will not otherwise vote on matters.
- 8.5 Pursuant to the WWC Policy and as set out in the CPA, it is only the RPLA Members that can make the following decisions on the Community Partnership:
 - 8.5.1 whether to exercise their RPLA Right of Withdrawal i.e. to withdraw as an RPLA participating in the siting process; and
 - 8.5.2 when to seek the Potential Host Community's views on whether it wishes to host a GDF (i.e. proceed to a Test of Public Support).

9. MEETINGS

- 9.1 Meetings will typically take place monthly in person and/or virtually (or as otherwise agreed between the Community Partnership).
- 9.2 The Community Partnership may decide to form Sub-groups and delegate specific tasks to such Sub-groups outside of the main meetings with the prior agreement of the Members of the Community Partnership.
- 9.3 The minimum attendance (Quorum) at a meeting of the full Community Partnership is two thirds of the Voting Members, to the nearest whole number.
- 9.4 The Chair or nominated deputy (see 9.5) must be present at a meeting of the Community Partnership.
- 9.5 The Chair will manage the meetings. If the Chair is unable to attend a meeting, a deputy (nominated by the Chair) will chair the meeting.
- 9.6 Where a Member or their Authorised Representative is unable to attend a meeting they will notify the Secretariat of their absence before the meeting.
- 9.7 The Chair will produce the agenda with contributions from the other Members of the Community Partnership.
- 9.8 All Members of the Community Partnership will be able to propose agenda items that relate to the purpose of the Community Partnership. The Chair will determine the relevance and timing of the proposals.
- 9.9 At all times acting in compliance with all and any agreed information sharing agreements (as entered into further to section 14 (*Confidentiality, Data Protection and Communications*) of the CPA), papers will be provided to Members at least 7 days in advance of meetings. Members will notify the Secretariat of their preferred format (for example paper or electronic). If large documents are to be distributed (over 15 pages in length) they will be provided earlier where practicable.
- 9.10 Members and Authorised Representatives undertake to read and consider any papers produced for the Community Partnership, and to prepare adequately for each meeting, including but not limited to executing tasks assigned to them by the Community Partnership.
- 9.11 Dates of meetings (including Sub-groups) will be notified in advance to all Members of the Community Partnership or Sub-group, ideally with 14 days prior notice, unless otherwise agreed by all Members.
- 9.12 It is expected that there will be regular monthly meetings of the Community Partnership. These can either be face to face or by electronic means or a 'hybrid' depending on the agenda and the presenters. The meetings are anticipated to last for no more than 3 hours.
- 9.13 The agenda of the regular monthly meetings will be agreed between the Chair, the Nuclear Waste Services community engagement manager and an Authorised Representative of the RPLA Member, based on the Programme of Activities.
- 9.14 Papers will be sent out at a minimum 7 days before the meetings and draft minutes will be made available within 14 days post meeting (signed off by the Chair). Actions will be clearly noted with name and timescale for delivery

10. MEMBER'S INTERESTS

- 10.1 Each Member (including, where relevant, its Authorised Representative(s)) acknowledges that they may have interests arising from the work and decision-making of the Community Partnership and from the siting process.
- 10.2 Where a Member has a direct or indirect interest in a matter arising at a meeting of the Community Partnership, and/or in relation to a Member's wider involvement in the siting process or the Community Partnership, the relevant Member will disclose such actual or potential interest in accordance with the Declaration of Interests Procedure for the Members of the Theddlethorpe Community Partnership (set out in Schedule 5 (*Declarations of Interest Procedure*)).
- 10.3 All Members of the Community Partnership are responsible for complying with the Declarations of Interest Procedure.
- 10.4 The Secretariat on behalf of the Chair will record and maintain a Members' Register of Interests setting out interests declared and disclosed by the Members in relation to the work and decision-making of the Community Partnership and/or in relation to a Member's wider involvement in the siting process.
- 10.5 The Members' Register of Interests will be kept and maintained by the Secretariat on behalf of the Chair for public viewing in accordance with the Declarations of Interest Procedure.

11. SHARING OF INFORMATION AND RESOURCES (INCLUDING FOR EXAMPLE CONFIDENTIAL, PERSONALLY SENSITIVE INFORMATION, AND COMMERCIALY CONFIDENTIAL MATERIALS) AND COMMUNICATIONS

- 11.1 Further to section 14 (*Confidentiality, Data Protection and Communications*) of the CPA, the Members may be required to agree to and comply with the terms of a legally binding information sharing agreement or agreements. Such agreements will include (but will not be limited to) obligations on the Members:
- 11.1.1 to comply with all data protection legislation and information security procedures;
 - 11.1.2 handling and sharing of information by electronic means (both on personal devices and on Nuclear Waste Services devices);
 - 11.1.3 information sharing and storage (both at homes and in meetings of the Community Partnership);
 - 11.1.4 social media requirements (including who officially posts information on social media, what posts are allowed by Members and the need for Nuclear Waste Services' prior approval of the same);
 - 11.1.5 dealing with the print and press media, including seeking publicity
 - 11.1.6 media policy on specific Members as appointed Partnership spokespeople on appropriate topics with relevant people
- 11.2 At all times in compliance with all such agreed information sharing agreement(s), the Chair will circulate materials on behalf of the Members of the Community Partnership. Where Members wish to distribute information to the community and their own membership, they will do so via the Chair (or as otherwise agreed in advance by the Chair).
- 11.3 The Chair will be the nominated spokesperson for the Community Partnership (unless otherwise agreed by the Community Partnership).

- 11.4 All Members will comply with all communication protocols and procedures as agreed between them from time to time.
- 11.5 All Members will comply with the FOIA and EIR provisions set out in section 14 (*Confidentiality, Data Protection and Communications*) of the CPA.
- 11.6 Members will not make statements to the press or media or at any public meeting, including via social media, regarding Community Partnership matters without first having contacted the Communications lead and also having obtained the approval of the Chair. Members will not make public the views of other Members which have been expressed at meetings unless such views form public record of the meeting (e.g. through the minutes).
- 11.7 The Partnership recognises that people in the search area under consideration belong to a tight knit community, however, should individual members be approached to speak on behalf of the Partnership by people they know in the area, they should notify the Chair (in advance if possible). The safety of Members is paramount and any personal security issues should be addressed in the first instance. Should any spontaneous or unplanned community interactions occur, Members undertake to retrospectively report back these interactions to the Partnership. During any such unplanned activity, the member must observe the principles and guidance for their personal welfare, as well as those of community engagement and information sharing referred to throughout the CPA and TOR. They must safely withdraw from the conversation as soon as is practicable and seek guidance from the Chair as to whether to continue the dialogue in an appropriate setting at a later date.
- 11.8 Social media provides unique opportunities to communicate and share information with people around the world. Platforms like Facebook, Twitter, LinkedIn, Instagram and YouTube make sharing information quicker and easier, allow people to connect, and can be used to extend professional networks. The Members acknowledge that once information gets out onto these channels it is difficult, if not impossible to retrieve. Further, the Members of the Community Partnership may have access to sensitive information and may be entrusted with similar information from customers, suppliers and business partners. All Members therefore need to be aware of the risks associated with using social media.

12. EXPENSES AND COSTS

- 12.1 The costs of meetings and publicising the activities of the Community Partnership and any additional support it might need to fulfil its purpose, as agreed in advance with Nuclear Waste Services, will be met through Engagement Funding.
- 12.2 The reasonable and proper expenses of individuals participating in the Community Partnership meetings will be reimbursed by Nuclear Waste Services in line with the Expenses Procedure.
- 12.3 Relevant Principal Local Authorities will receive financial support from Nuclear Waste Services to cover costs of participation throughout the siting process including as a member of the Community Partnership. The mechanism for the recovery of costs will be subject to an agreement between Nuclear Waste Services and the RPLA (the "*Services Agreement*").

13. DISPUTE RESOLUTION

- 13.1 Members will use their reasonable endeavours to resolve any disagreement that may arise in relation to these CP TOR and or in relation to the operation and work of the Community Partnership.
- 13.2 The Members will work together to discuss any areas of disagreement and use reasonable endeavours to reach a compromise and resolution to disagreements in an efficient and timely manner.

13.3 The Members acknowledge the need to take a proportionate approach to the resolution of disagreements, taking into account the needs of the community and the wider objectives of the siting process.

13.4 Notwithstanding paragraphs 13.1 to 13.2 above, paragraphs 4.5 and 4.6 of these CP TOR will apply.

14. REVIEW

14.1 These CP TOR will be reviewed annually and in accordance with the provisions of section 16 and 17 of the CPA.

15. DEFINITION OF TERMS

15.1 Save as expressly defined in the main body of these CP TOR, words beginning with initial capital letters have the meaning set out in Schedule 1 (*DEFINITIONS*) of the CPA.

SCHEDULE 3**CODE OF CONDUCT****1. INTRODUCTION**

- 1.1 The Theddlethorpe Community Partnership has adopted the following Code of Conduct (the "**Code**") dealing with the conduct that is expected of Members of the Community Partnership and their Authorised Representatives and any nominated deputy in accordance with paragraph 3.3 and 3.4 of the CP TOR when they are acting in that capacity.
- 1.2 The Code is intended to be consistent with the Nolan Seven Principles of Public Life and should be read in the light of those principles, namely that the Members will act with selflessness, integrity, objectivity, accountability, openness, honesty and leadership. These principles are set out in more detail in Schedule 4 (*The Nolan Principles*).
- 1.3 The Members will also act in accordance with the Agreed Ways of Working set out in paragraph 5 of the CP TOR.

2. GENERAL OBLIGATIONS

- 2.1 You must act with honesty, fairness and legality, and treat others with courtesy and respect.
- 2.2 You must not intimidate or attempt to intimidate any person.
- 2.3 You must not do anything which compromises or is likely to compromise the impartiality of anyone who works for or on behalf of the Community Partnership.
- 2.4 You must not conduct yourself in a manner which could reasonably be regarded as bringing the Community Partnership, or your office as a Member, into disrepute.
- 2.5 You must conduct yourself at all times in a manner that is consistent with your role on the Community Partnership as set out in the WWC Policy.
- 2.6 Subject to paragraph 2.5 above, you must not use or attempt to use your position as a Member improperly to confer on or secure for yourself or any other person any advantage or disadvantage, including Connected Persons (as defined in the Declaration of Interests Procedure set out at Schedule 5).
- 2.7 You must not knowingly prevent, or attempt to prevent, another person from gaining access to information to which they are entitled by law, subject to the exemptions and exceptions set out in the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- 2.8 You must not disclose information which is given to you in confidence, or information which you believe or ought reasonably to be aware is of a confidential nature, unless:
- 2.8.1 You have the consent of a person authorised to give it; or
- 2.8.2 You are required by law to do so; or
- 2.8.3 The disclosure is made to a third party for the purpose of obtaining professional advice, provided that the third party agrees not to disclose the information to any other person; or
- 2.8.4 The disclosure is reasonable, in the public interest, made in good faith, and made in compliance with the reasonable requirements of the Community Partnership, the CPA and any and all information sharing agreements and the CP TOR.

3. GIFTS AND HOSPITALITY

- 3.1 If you are in receipt of a gift or hospitality with a value of £50 or more which is attributable to your membership of the Community Partnership, or any offer of any such gift or hospitality, you must disclose this to the Chair.
- 3.2 Members must decline to accept any such gift or hospitality which could reasonably be perceived as creating an obligation upon the Community Partnership, or upon the Member of the Community Partnership. This obligation does not take primacy over any obligations that members of the Community Partnership's Members may have to their employer regarding gifts and hospitality.

SCHEDULE 4

THE SEVEN PRINCIPLES OF PUBLIC LIFE (THE NOLAN PRINCIPLES)

1 Selflessness

Holders of public office should act solely in terms of the public interest.

2 Integrity

Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must declare and resolve any interests and relationships.

3 Objectivity

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

4 Accountability

Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.

5 Openness

Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

6 Honesty

Holders of public office should be truthful.

7 Leadership

Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.

SCHEDULE 5

DECLARATION OF INTERESTS PROCEDURE

In this Declaration of Interests Procedure, the term "Member" includes where relevant its Authorised Representative(s) or any nominated deputy in accordance with paragraphs 3.3 and 3.4 of the CP TOR.

1. Introduction

- 1.1 Managing actual, potential or perceived conflicts of interest is a key and necessary part of the day-to-day activities of the Community Partnership to ensure that stakeholders have confidence in the siting process set out in the UK² Government *Working with Communities Policy* (the "**Siting Process**").
- 1.2 Each individual Member has a personal responsibility to consider whether they have any direct or indirect interest(s) which may have the potential to impact on the integrity, transparency, and openness of the siting process, and to declare any such interests without delay.
- 1.3 Actual, potential, or perceived conflicts of interest could arise in any area of the Community Partnership's activities, for example as a result of Nuclear Waste Services entering into commercial arrangements with a third party to support the siting process.
- 1.4 The NDA Code of Conduct, which has been adopted by Nuclear Waste Services, provides that the organisation does not tolerate instances of bribery, corruption or fraud and encourages early consideration of circumstances which may give rise to an actual or potential conflict of interest. Nuclear Waste Services is obliged to ensure that the manner in which it implements this Declaration of Interests Procedure reflects the NDA Code of Conduct.
- 1.5 Members are required to declare all direct and indirect interests they may have in the work and decision-making of the Community Partnership and from the siting process, not just those interests that a Member may consider give rise to a conflict. Transparency and openness in this area are of crucial importance to ensure that undeclared interests do not undermine the actions and decisions of the Community Partnership and the siting process. The test is not whether the Member considers there to be a conflict of interest but whether or not another person would consider that there is a conflict of interest.
- 1.6 Conflicts of interest can lead to decisions and actions that are not in the best interests of the Community Partnership or the Siting Process or are vulnerable to challenge. The purpose of this Procedure is to identify conflicts of interest to enable the Chair to take action to prevent them from affecting decision-making.

2. Requirement

- 2.1 Each Member is required to declare any direct or indirect interest they may have in the work and decision-making of the Community Partnership and in the siting process. (See "*What is an Interest?*" at paragraph 3 below for examples of interests that should be declared.)

Members must make this declaration at the outset of their appointment to the Community Partnership and as those actual and potential interests change and new interests arise. Declarations of interest will also be an agenda item at meetings of the Community Partnership.

² <https://www.gov.uk/government/publications/implementing-geological-disposal-working-with-communities-long-term-management-of-higher-activity-radioactive-waste>
<https://www.gov.uk/government/publications/implementing-geological-disposal-working-with-communities-long-term-management-of->

[higher-activity-radioactive-waste](#)

- 2.2 The Chair will review all declarations of interest and decide whether any declared interests amount to an actual or potential conflict of interest and should prevent a Member from participating in the discussion and/or decisions on a particular agenda item at each meeting and/or receiving papers relating to that item. The minutes of the meeting will record the declaration of interest and the action taken by the Chair. The decision of the Chair will be binding.
- 2.3 In the case of declarations of interest by the Chair, such review and decision will be carried out collectively by all other Members acting by majority vote.
- 2.4 The obligation to declare a direct or indirect interest is an ongoing requirement and Members should declare any interest which arises during their involvement with the Community Partnership and the siting process, either because the Member acquires a new interest or because a particular agenda item or topic for consideration gives rise to a new conflict of interest, whether actual or potential.

3. What is an interest?

- 3.1 An interest can be direct or indirect and can include any interest (whether financial or otherwise) of the Member or of any of the Member's connected persons. A non-exhaustive list of examples includes:
- employment, office, trade, profession or vocation carried on for pecuniary benefit;
 - any contract to which the Member is party (or has an interest in the body which is party) connected with the siting process and/or Nuclear Waste Services;
 - any interest (or beneficial interest) in land which has the potential to be affected by the siting process;
 - shareholding in any company which has the potential to be affected by the siting process;
 - management or control of any organisation (including charitable bodies) which has the potential to be affected by the siting process, e.g., any organisation which may tender for contracts or be in receipt of grant funding.
- 3.2 A **connected person** is someone with whom the Member has a close personal or financial relationship. This will normally be someone who is part of the Member's family or household, a close friend or business associate.
- 3.3 It is for each Member to decide who their connected persons may be. The connected persons may change from time to time, but a Member's "*family*" will usually include the Member's partner or spouse, someone who shares the same household, the Member's parents and parents in law, children and their partners (including step-children), siblings (including step siblings and half siblings) and grandparents and grandchildren.
- 3.4 An interest that needs to be declared is, therefore, widely defined, but a Member is not required to declare an interest of which the Member is not aware. For these purposes, a Member will be treated as being aware of interests of which they ought reasonably to be aware.
- 3.5 A Member's obligation of confidentiality to a third party does not excuse a failure to declare an interest. Members should avoid giving commitments to confidentiality which might prevent them making required declarations of their interests. Where a commitment to confidentiality has already been entered into, the Member must either secure the third

party's agreement to waive the confidentiality and so allow the declaration to be made, or make the fullest possible declaration in a way that does not breach the confidentiality.

4. What is a conflict of interest?

- 4.1 A conflict of interest may occur if the Member's, or their connected persons', personal interests (whether financial or otherwise), activities or loyalties, or duties to another organisation could, or could be seen to, compete with their obligations to the Community Partnership or affect their ability to make objective decisions as a member of the Community Partnership. Conflicts of interest are not always obvious and should be judged by considering whether an impartial observer might reasonably question whether the actions of the Member are influenced by considerations of private interest. For this reason, all interests must be declared and the judgment of whether a conflict arises should be left to the Chair.
- 4.2 There are expected to be a number of interests which will be declared by Members in the normal course of the Community Partnership's existence. The declaration of those interests will not necessarily preclude the Member from taking part in the Community Partnership. It is important, nonetheless, that the interests are declared as a matter of good governance and in order that stakeholders can have confidence in the siting process.
- 4.3 For example, employment or membership of an organisation that the Member has been appointed to represent must be declared as an interest. Generally, it will not be considered to present any actual, potential or perceived conflict of interest, although there will be some situations where an actual, potential or perceived conflict does arise, and the Chair may consider it proper for the Member to absent themselves from the discussion and/or abstain from voting.

5. Procedure

- 5.1 All Members should complete the Declaration of Interests Form included in Schedule 6 (*Declaration of Interest Form*) once every six months and submit this to the Chair and the Secretariat. If there is a change in those interests or new interests arise, the Member should submit a new declaration as soon as possible after they become aware of the relevant change or interest.
- 5.2 In accordance with good practice, the Chair will maintain a register of interests using the form in Schedule 7 (Register of Interests). The register of interests will be updated regularly as new declarations are made and will be subject to a review at least once per year. In order to deliver on Nuclear Waste Services' commitment to transparency, the register of interests will be published (personal details will be redacted).
- 5.3 The Chair will consider in advance of each meeting whether any declarations made by Members give rise to conflicts of interest for the business of that meeting. If the Chair considers that the interest gives rise to an actual, potential, or perceived conflict of interest, the Chair can direct the Member to absent themselves from the discussion and/or abstain from voting and the Member will respect the Chair's decision and the decision will be minuted. Other actions or guidance may be considered appropriate, for example the Chair might direct that the Member will not be supplied with relevant papers for the meeting. The Chair could also address a perceived conflict by writing to a third party to clarify the involvement of a particular individual which raises a concern.
- 5.4 For any declaration of interest made by the Chair, the other Community Partnership Members will determine by majority whether any conflict of interest arises and whether to direct the Chair to absent themselves from the discussion and/or abstain from voting and their decision will be minuted.

6. Declaration

- 6.1 All members of the Community Partnership must make a declaration once every six months or as soon as possible after becoming aware of a relevant change or new interest, using the form in Schedule 6, stating either: "NOTHING TO DECLARE" OR "POINT TO DECLARE" and email this to the Chair and the Nuclear Waste Services Community Engagement Manager. The Chair will make the same declaration and email it to the other Members of the Community Partnership and Nuclear Waste Services Community Engagement Manager.

SCHEDULE 6

DECLARATION OF INTEREST FORM

***Theddlethorpe Community Partnership
Declaration of Interest Form***

Name of Member:	
Organisation (if applicable):	

Interest	Direct Interest / Connected Person & relationship	Comment	Date Interest first declared	Date Interest declaration renewed
<i>Describe the Interest</i>	<i>Is it a direct interest of the member or a connected person (describe relationship with connected person)</i>	<i>Any additional comments</i>	<i>Insert date</i>	<i>Insert all dates declaration renewed</i>

Please delete* as applicable

*I confirm that I have no pecuniary or other personal interest, direct or indirect that may raise a conflict with my responsibilities as a member of the Community Partnership.

or

I confirm that I have the interest(s) detailed in the table above and confirm that I will comply with the instructions of the Chair/Members of the Community Partnership in accordance with the CP TOR and the *GDF Siting Process: Community Partnership, Declaration of interest Procedure*.

Name _____

Organisation _____

Date _____

SCHEDULE 7
REGISTER OF INTERESTS

Theddlethorpe Community Partnership: Register of Interests

Name of Community Partnership Member	Interest	Direct Interest / Connected Person & relationship	Comment	Date Interest first declared	Date Interest declaration renewed
<i>Insert name of member</i>	<i>Describe the Interest</i>	<i>Is it a direct interest of the member or a connected person (describe relationship with connected person)</i>	<i>Any additional comments</i>	<i>Insert date</i>	<i>Insert all dates declaration renewed</i>

SCHEDULE 8

AUTHORISED REPRESENTATIVES FOR THE THEDDLETHORPE COMMUNITY PARTNERSHIP

Interim Chair

Lincolnshire County Council

East Lindsey District Council

Nuclear Waste Services

Secretariat:

This Theddlethorpe Community Partnership Agreement is hereby accepted and signed by each Member or their Authorised Representative

Signed:

Name:

Role: Chief Executive Officer.

Radioactive Waste Management Limited

..... 2024

Signed:

Name:

Role: Interim Independent Chair

..... 2024

Signed:

Name:

Role: Lincolnshire County Council elected representative

Lincolnshire County Council

..... 2024

Signed:

Name:

Role: East Lindsey District Council elected representative

East Lindsey District Council

..... 2024

Signed:

Name:

Role: Local Authority Member

..... 2024

Signed:

Name:

Role: Community Member

.....2024

Signed:

Name:

Role: Business Member

.....2024