

3.3 Where the Developer is an occupier of the Development the Developer shall comply with the most recently approved Occupation Phase Employment and Skills Strategy which is approved in accordance with this Schedule.

3.4 The Developer shall use Reasonable Endeavours to include provisions in any lease or licence of any part of the Development requiring any Tenant of such part of the Development to comply with the Occupation Phase Employment and Skills Strategy together with any amendments proposed in any OPESS Monitoring Report approved pursuant to this Schedule.

4 **Ways into Work Officer**

4.1 The Developer shall provide appropriate desk space and facilities within its management suite within the Development for the Ways into Work officer and shall use Reasonable Endeavours to support that officer's activities as they relate to the Development.

5 **Education Partnerships**

5.1 From the date that the Development is first Occupied the Developer shall encourage all Tenants to participate at least in the education partnerships within the Host Boroughs described in the approved Occupation Phase Education and Skills Strategy (as amended pursuant to any approved OPESS Monitoring Report).

6 **Tenants Action Group**

6.1 From the date of first Occupation the Developer shall establish a Tenants Action Group by:

6.1.1 Nominating a member of the Developer to be a Tenants Action Group member who shall also act as chair of Tenants Action Group; and

6.1.2 Inviting each of the following organisations to nominate one representative (and one alternate in the event that the member is unable to attend) to be a Tenants Action Group member:

(a) A member of the LPA's team responsible for regeneration;

(b) The London Borough of Hackney;

(c) BT; and

(d) each Tenant upon the grant of their respective lease.

6.2 Following the establishment of the Tenants Action Group in accordance with this Schedule the Developer shall:

6.2.1 convene meetings of Tenants Action Group at least three times a year or at such intervals as the Tenants Action Group shall agree provided that the Tenants Action Group shall not meet less than twice every year unless otherwise agreed by the LPA. The first such meeting shall be convened during the next academic term after the establishment of Tenants Action Group; and

6.2.2 be responsible for the costs of convening meetings of Tenants Action Group, making available accommodation for meetings of Tenants Action Group and all other reasonable administrative expenses properly incurred in relation to Tenants Action Group;

- 6.3 The Tenants Action Group shall be responsible for:
- 6.3.1 designing and delivering each Employment and Skills Strategy after the initial Employment and Skills Strategy prepared by the Developer;
 - 6.3.2 scoping the events to be held at the Development;
 - 6.3.3 working with the Developer, its partners, the LLDC and the Ways into Work Officer to realise and monitor the delivery of the ambitions of the Occupation Phase Employment and Skills Strategy;
 - 6.3.4 identifying opportunities to engage with businesses in the Host Boroughs to promote and match procurement and supply chain opportunities at the Development; and
 - 6.3.5 keeping under review the need for a workplace Nursery, and where it is decided that there is sufficient demand for a workplace nursery, agreeing a timetable (subject to securing any necessary planning consent) for the delivery of such; and

shall act as the forum where support from tenants towards the education and skills programme working with the Host Boroughs is be fostered.

7 Social Charter

- 7.1 Within six (6) months of the Developer acquiring a freehold or leasehold interest in the Site the Developer shall produce a charter for social responsibility for Tenants and shall supply a copy of the same to the LPA for comment.
- 7.2 Following the production of the charter for social responsibility referred to in Paragraph 7.1 amended so as to take into account any written comments on it made by the LPA, include it in the information packs provided to prospective tenants of the Development and use Reasonable Endeavours to encourage tenants of the Development to operate in accordance with such social charter.

8 Monitoring and Review

- 8.1 For a period of ten (10) years from the date that the Developer acquires a freehold or leasehold interest in the Site the Developer will itself (if in occupation of the Development) and will encouraging each Tenant (including using Reasonable Endeavours to include the obligations in this paragraph in any lease or licence of any part of the Development where appropriate) to complete an annual demographic socio-economic survey of Tenants within the Development to include (if required):
- (a) employee and visitor transport habits;
 - (b) social, economic and demographic information on employees including but not limited to age, gender, ethnicity, disability, place and length of residency in the relevant Host Borough (if relevant);
 - (c) payment of the London Living Wage;
 - (d) previous employment status of employees;
 - (e) training/skills gained by employees including the completion of any apprenticeship skills courses or vocational qualifications;
 - (f) types of jobs e.g. full time, part time, professional, entry level;

- (g) details relating to sub-contracts including, but not limited to, the value of contracts let to business in the Host Boroughs, and to small and medium sized enterprises;

in each case in respect of employees engaged wholly at the Development and subject to any legislative or regulatory restrictions on the disclosure of such data and information.

- 8.2 The Developer will procure that an appropriate representative attends a regular monitoring forum to be established for the Queen Elizabeth Olympic Park (provided such attendance will not be required more than once a quarter).
- 8.3 For the period of no more than ten (10) years from the date of first Occupation the Developer working with the Tenants Action Group will submit a draft OPESS Monitoring Report to the LCSPG and the LPA every 12 months. The first such report will be submitted no later than 31 March following the first anniversary of first Occupation of the Development.
- 8.4 In respect of each twelve (12) month period to which an OPESS Monitoring Report relates, each report shall contain the details of:
 - (a) the progress and success in meeting or exceeding the Employment and Skills targets set out in Paragraph 1 of this Schedule;
 - (b) the progress and success in implementing the Occupation Phase Employment and Skills Strategy;
 - (c) any updates and/or revisions to the Occupation Phase Employment and Skills Strategy which the Tenants Action Group consider will support or help exceed the local employment, and skills targets and activities set out in this Deed.

SCHEDULE 9 – SUSTAINABILITY

1 **CO2 emission reductions**

- 1.1 The Developer shall use Reasonable Endeavours to achieve a BREEAM rating of Excellent in relation to each of the IBC, MPC and MMCR (or the equivalent level of any subsequently adopted national standard for sustainable design and construction) whilst acknowledging the constraints of these existing buildings and that the data centre use within the Development shall be assessed against the 2010 BREEAM Data Centre Criteria.

2 **Potable Water Supply**

- 2.1 The Developer covenants to use Reasonable Endeavours to incorporate into the Development measures to reduce potable water use including (but not limited to) rainwater harvesting, grey water recycling and local sewage treatment taking into account the feasibility (both financially and technically) of such alternative measures.
- 2.2 No later than Commencement of the Development in relation to each of the IBC, MPC and MMCR the Developer shall submit to the LPA and thereafter secure the LPA's written approval of a statement setting out in relation to each part of the Site the steps the Developer will take to comply with the obligation in Paragraph 2.1 of this Schedule and the Development shall thereafter be carried out in accordance with such approved statement.

3 **Reduction of energy demand**

- 3.1 The Developer will:
- 3.1.1 install in the Development low-energy lighting which is automatically controlled to avoid unnecessary use;
 - 3.1.2 use Reasonable Endeavours to encourage all occupiers of the Development to reduce their energy usage which shall include (without limitation) dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods.

SCHEDULE 10 – PUBLICLY ACCESSIBLE SPACE

- 1 Before Occupation of the Development the Developer shall:
 - 1.1 submit to the LPA and secure its written approval of the PP and PAOS Management Plan;
 - 1.2 permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Permissive Paths and Publicly Accessible Open Space at all times free of charge SUBJECT TO:
 - 1.2.1 Permitted Closures; and
 - 1.2.2 any lawful requirements of the police or any other competent authority.
 - 1.3 The Developer shall not without the LPA's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Permissive Paths and Publicly Accessible Open Space.
 - 1.4 The Developer shall, at its own expense, manage and maintain the Permissive Paths and Publicly Accessible Open Space for the life of the Development in accordance with the PP and PAOS Management Plan as approved by the LPA.

EXECUTED as a deed by affixing the)
Common Seal of **LONDON LEGACY**)
DEVELOPMENT CORPORATION)
in the presence of : -)
)

.....
Authorised Signatory

SIGNED AS A DEED by **INNOVATION**)
CITY (LONDON) LIMITED acting by)
)

Director

in the presence of:

Name of witness:

Signature of witness:

Address:

Occupation:

APPENDIX 1 – PLANS AND DRAWINGS



SITE PLAN

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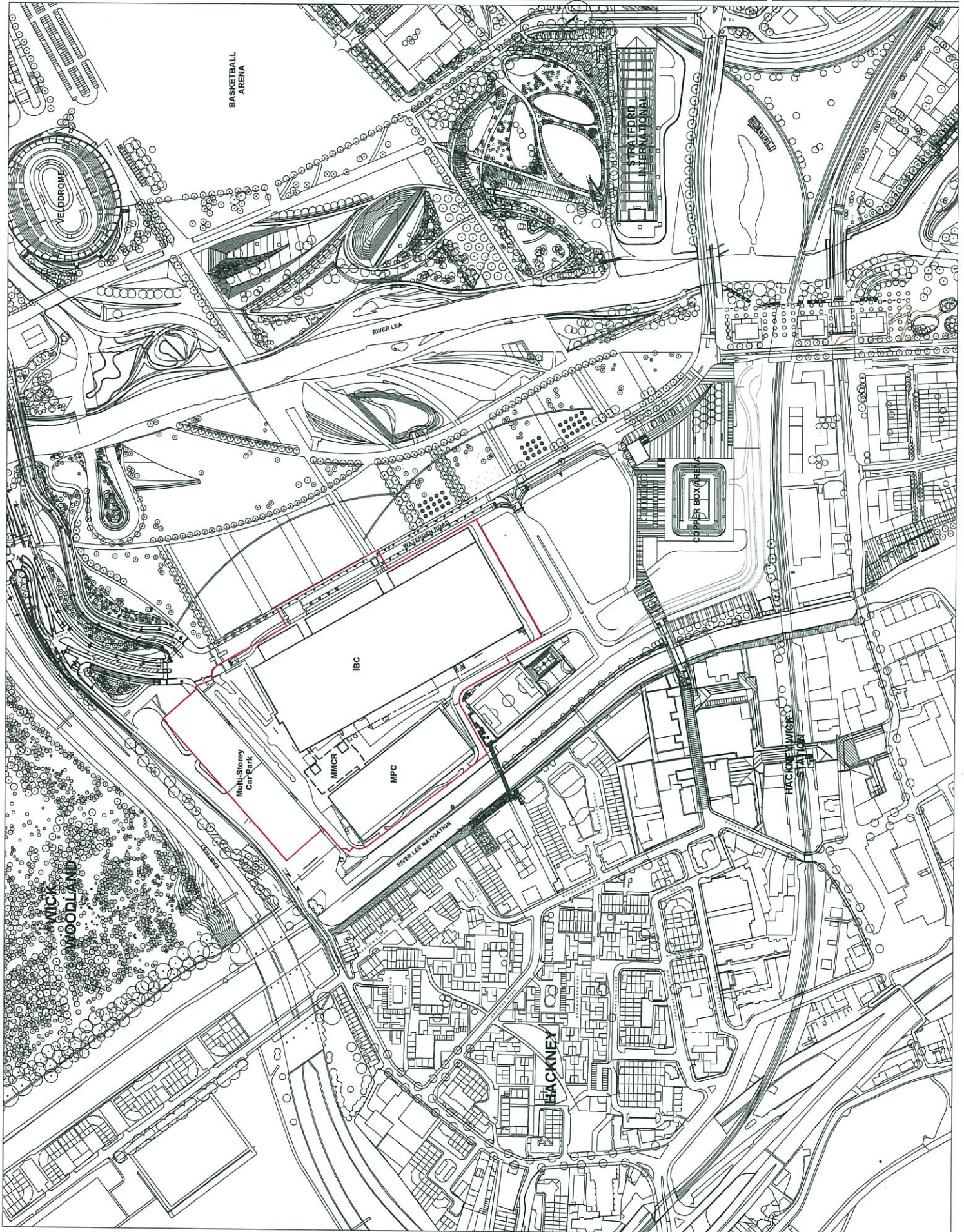
Revision

Key
 Application A Site Boundary

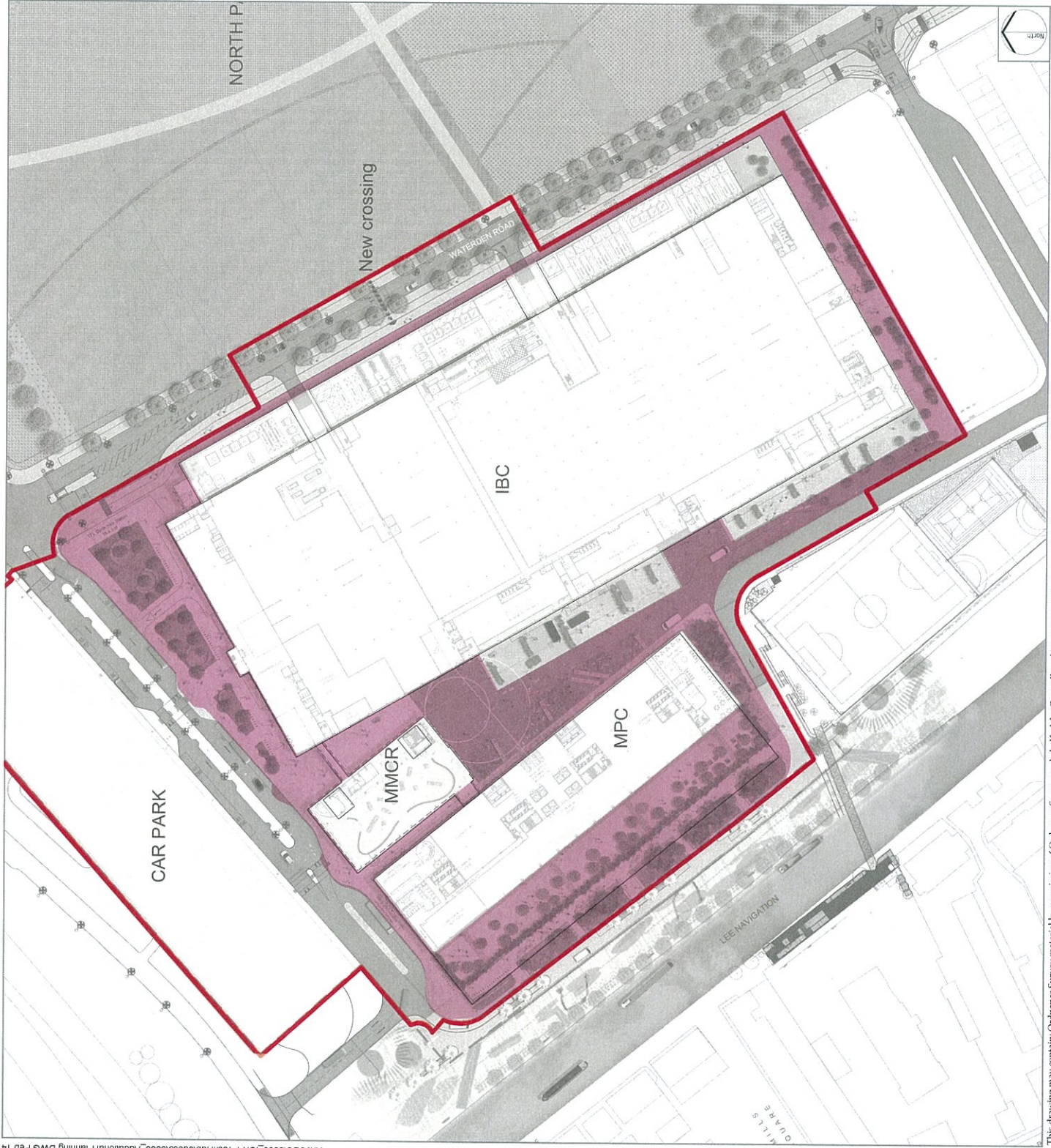


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Project		CITY	
Drawn Site Plan			
Date	1:1250 @ A0	Date	Sept 2013
Drawn by	AC	Checked by	NG
Scale	1:1250	Discipline	Planning
Sheet Number	HB 1456	Revision	1456.DWG_PL_001
PL5			







LEGEND

-  Planning Application Boundary
-  Publicly Accessible Open Space

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REV.	DESCRIPTION	SL.	DATE
A	Amended Publicly Open Space Area and Title Block	SL.	21/02/14
		APP.	DATE

LDÄ DESIGN

PROJECT TITLE
ICITY

DRAWING TITLE
Publicly Accessible Open Space Plan

ISSUED BY London
DATE Feb 2014
SCALE#A3 NTS
STATUS Planning

T: 020 7467 1470
DRAWN ERM
CHECKED TD
APPROVED NM

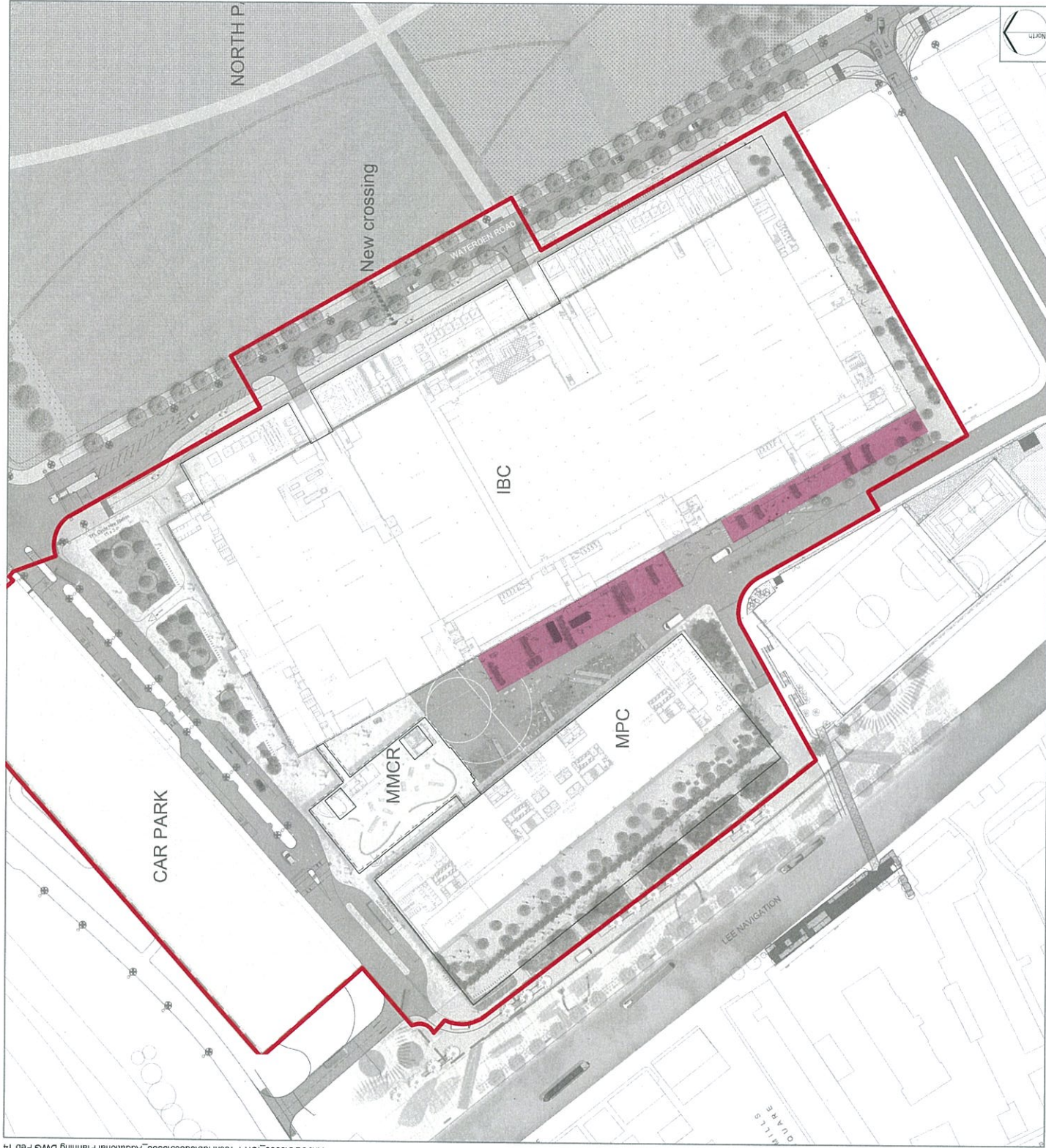
DWG. NO. 3538_118

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LEGEND

Planning Application Boundary
 Public Realm Review Areas

REV.	DESCRIPTION	SL.	DATE
A	Amended Public Realm Review Areas	21/02/14	APP. DATE

LDÄ DESIGN

PROJECT TITLE
ICITY

DRAWING TITLE
Public Realm Review Areas

ISSUED BY London T: 020 7467 1470 ERM
 DATE Feb 2014 DRAWN TD
 SCALE@A3 NTS CHECKED TD
 STATUS Planning APPROVED NM

DWG. NO. 3538_117

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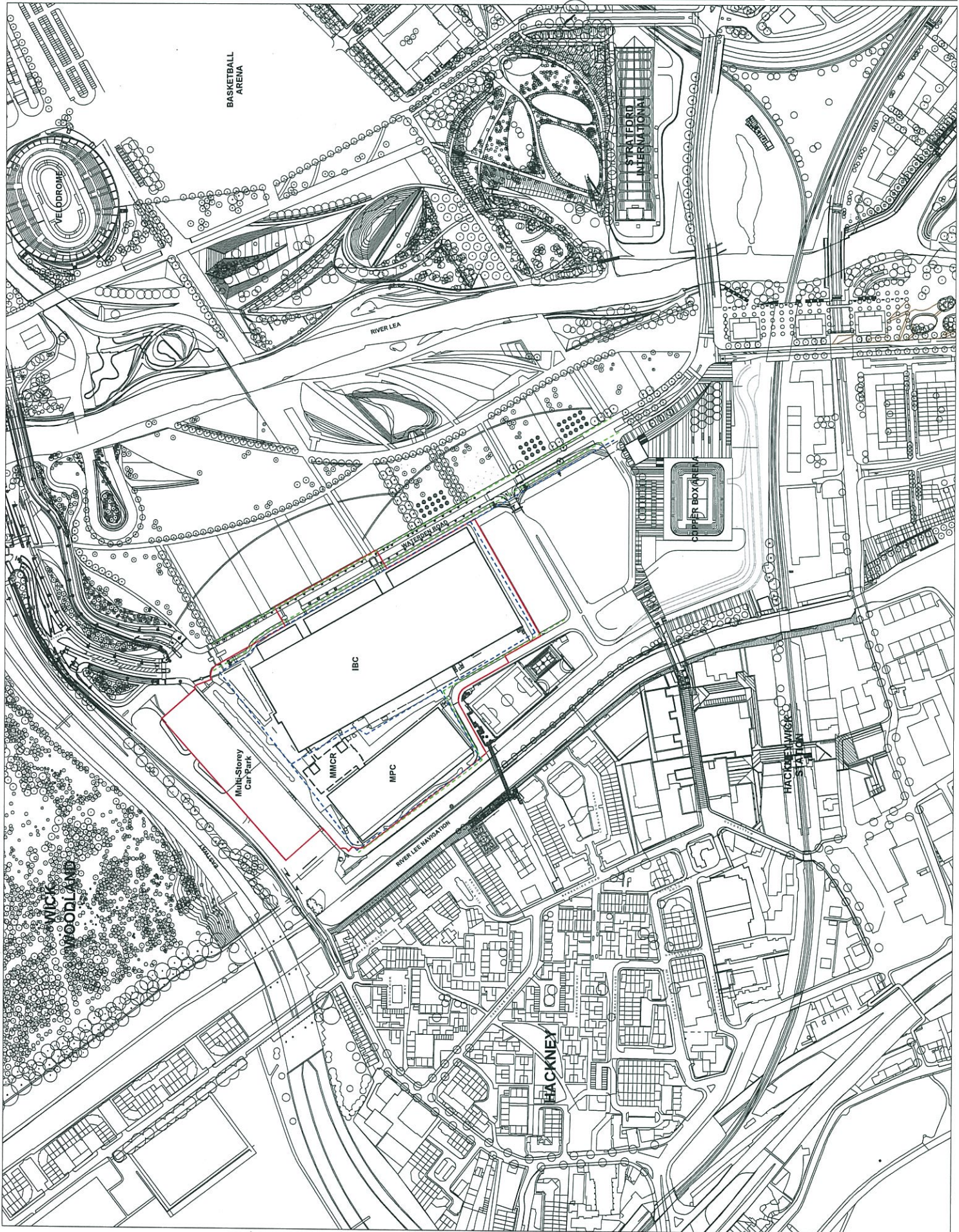
REVISIONS

- Key
- Construction phase permissive paths
 - Operational phase permissive paths
 - Site Boundary

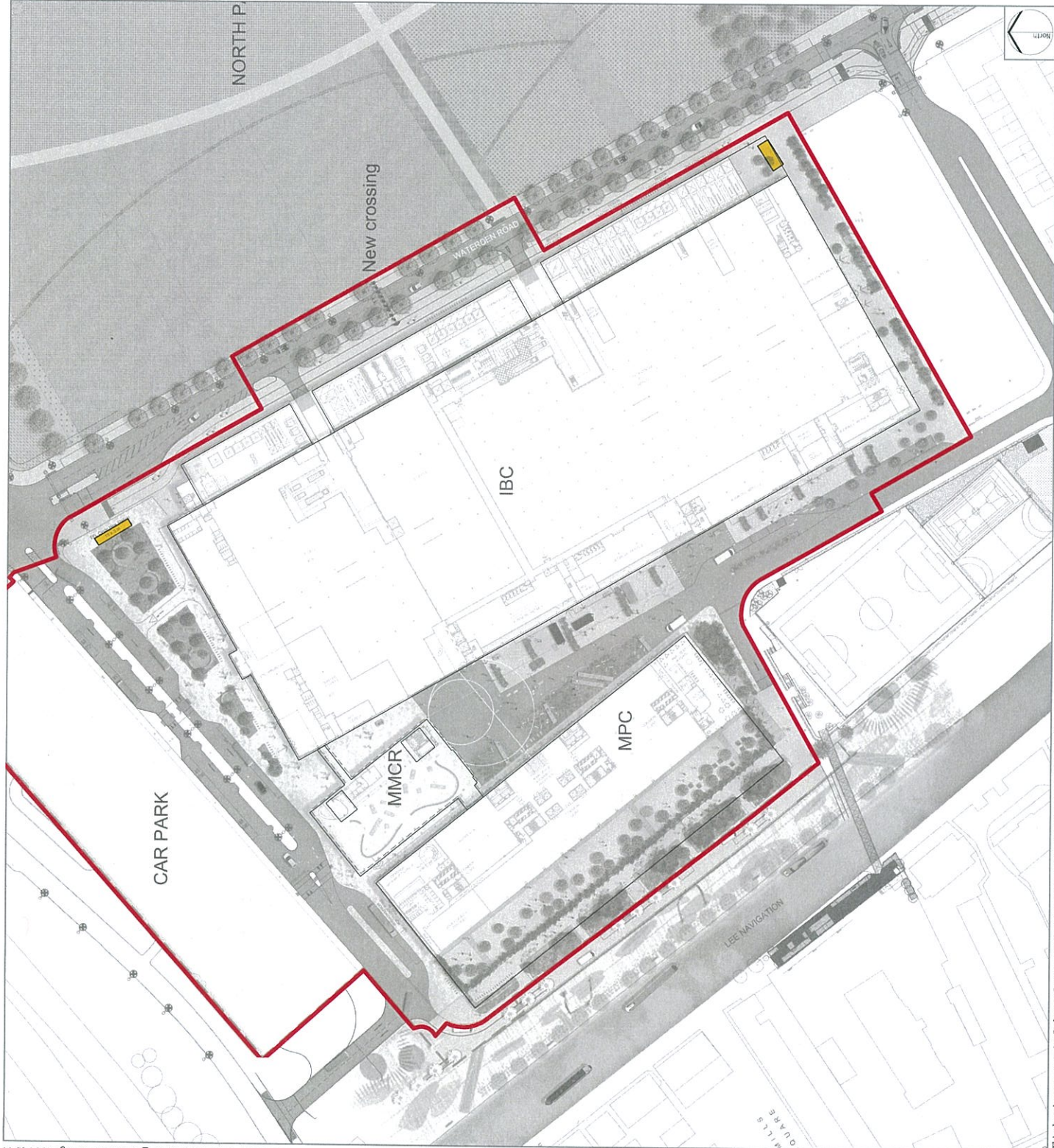


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Project:	CITY
Date:	FEB 2014
Drawn by:	AC
Checked by:	NG
Job Number:	HB1458
Discipline:	Planning
Drawing No. & Revision:	1458_DWG_SK_152 D



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LEGEND

-  Planning Application Boundary
-  Cycle Hire Docking Station Site

REV.	DESCRIPTION	SL.	DATE
A	Amended Drawing Title and Legend	21/02/2014	APP. DATE

LD&DESIGN

PROJECT TITLE
ICITY

DRAWING TITLE
Cycle Hire Docking Station Site

ISSUED BY London T: 020 7467 1470
 DATE Feb 2014 DRAWN ERM
 SCALE@A3 NTS CHECKED TD
 STATUS Planning APPROVED NM

DWG. NO. 3538_116

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Sources: Ordnance Survey...

APPENDIX 2 - DRAFT PLANNING PERMISSIONS

[NOT USED]



APPENDIX 3 - DRAFT SUPPLEMENTAL SECTION 106 AGREEMENT

FORM OF SUPPLEMENTAL SECTION 106 AGREEMENT
(REQUIRED PURSUANT TO CLAUSES [] AND [])

DATED 201[4]

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) []

SUPPLEMENTAL PLANNING OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act 1990 and all other powers enabling

relating to the redevelopment of the redevelopment of the former Main Press Centre, International Broadcasting Centre and Main Media Reception Centre at the Queen Elizabeth Olympic Park, Stratford, London

THIS SUPPLEMENTAL AGREEMENT is made on

20[].

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the **LPA**); and
- (2) [] of [] (the **Owner**)

RECITALS

- (A) The LPA is the local planning authority for the purposes of section 106 of the 1990 Act for the area within which the Land is situated.
- (B) On [] the LPA and the Owner entered into the Principal Agreement.
- (C) On [] the Owner [acquired a freehold interest in the Land] [was granted a lease of the Land made between [] for a period of [] years] [*delete as appropriate*].
- (D) This Supplemental Agreement is entered into pursuant to the requirements of Clause [] of the Principal Agreement and is entered into for the purpose of confirming that the obligations, covenants and undertakings contained in the Principal Agreement are binding on the Land for the purposes of section 106 of the Town and Country Planning Act 1990.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

- 1.1 Save where provided otherwise, words and expressions used in this Supplemental Agreement have the meaning assigned to them in the Principal Agreement.
- 1.2 For the purposes of this Supplemental Agreement, the following words and expressions have the following meanings:

Land means the [freehold] land shown edged red on the Plan annexed hereto and registered at the Land Registry with title number [];

Principal Agreement means an agreement dated [] between the LPA (1) the Owner (2) and [] and made pursuant to section 106 of the Act and all other relevant powers.

2. OPERATION OF THIS SUPPLEMENTAL AGREEMENT

- 2.1 This Supplemental Agreement is supplemental to the Principal Agreement and is entered into pursuant to section 106 of the Act and pursuant to section 201 of the Localism Act 2011.
- 2.2 The obligations, covenants, undertakings and agreements contained herein constitute planning obligations for the purposes of section 106 of the Act and are enforceable by the LPA as the local planning authority for the area within which the Land is situated.
- 2.3 The Owner [and Mortgagee] covenants with the LPA that from the date of this Supplemental Agreement the obligations, covenants and undertakings on the part of

the [Owner] contained in the Principal Agreement shall bind the Land with the intent that they shall be enforceable not only against the Owner but also against any successors in title to or assigns of the Owner and/or any person claiming through or under the Owner an interest or estate in the Land.

- 2.4 The LPA covenants with the Owner in respect of the Land to perform the obligations, covenants and undertakings on its part contained in the Principal Agreement.

3. LOCAL LAND CHARGE

- 3.1 This Supplemental Agreement is a local land charge and shall be registered as such.

4. THE LPA'S LEGAL COSTS

- 4.1 The Owner agrees to pay the LPA's reasonable costs incurred in negotiating and approving this Deed on completion of this Deed.

5. JURISDICTION AND LEGAL EFFECT

- 5.1 This Deed shall be governed by and interpreted in accordance with the law of England.

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

THE COMMON SEAL of THE LONDON)

LEGACY DEVELOPMENT CORPORATION)

was hereunto affixed in the presence of:)

Authorised signatory

SIGNED AS A DEED by INNOVATION)

CITY (LONDON) LIMITED acting by)

)

Director

in the presence of:

Name of witness:

Signature of witness:

Address:

Occupation:



**APPENDIX 4 - SECTION 6.4.1 OF THE DESIGN & ACCESS STATEMENT WHICH
ACCOMPANIED THE APPLICATIONS**



Landscape & Public Realm

6.4 Character Areas

6.4.1 The Yard

The centre point of this scheme, the Yard is to become a transformable space that reacts to its users' needs, conceptually adapting its current materiality under the principles of 'Grazing', 'Gathering' and 'Making'.

Hundreds of employees and visitors to the site are expected to move through this central area each day and as such, retaining a comfortable and safe level surface which is accessible to all is of utmost importance. High quality, durable floor features will add character and movement to this space.

The 'Grazing' zone currently includes a large area of loose gravel where temporary timber buildings were located during the London 2012 Olympic and Paralympic Games. Shrubs and grassy planting, in the prairie style prevalent on the park, will take over this space as if reclaiming back the previously existing greenery around the site, not only enhancing the site's ecology, but also adding further interest through its different shapes and colours throughout the year. It will also provide relaxed outdoor break-out spaces for the citizens and visitors of iCITY.

The 'Making' area is to become the 'heart' of the 'Makers' Yard', an area destined to serve a new generation of 'makers' and entrepreneurs, a transformable space reacting to its professional needs. Trenches are to be cut out of the existing concrete and planted with purposely selected grasses to reinforce the landscaped response within the Yard. This will provide a visual link across the Yard's different areas, with the vegetation perceived as if jumping from one side to the other. These grasses can also have different cutting regimes and heights, which will not only add visual interest, but also act as natural dividers between the various makers' spaces, adding to their flexible and transformative character.

The 'Gathering' area will provide the space for active circulation and crowd gathering during special events. Purposely designed high quality interventions and details

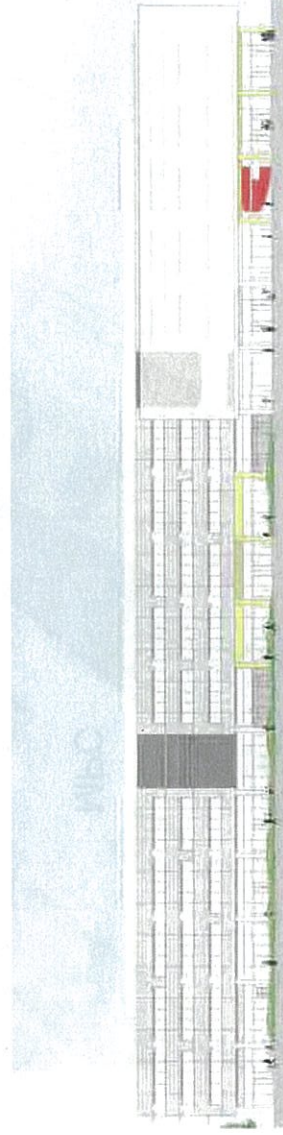


Landscape & Public Realm

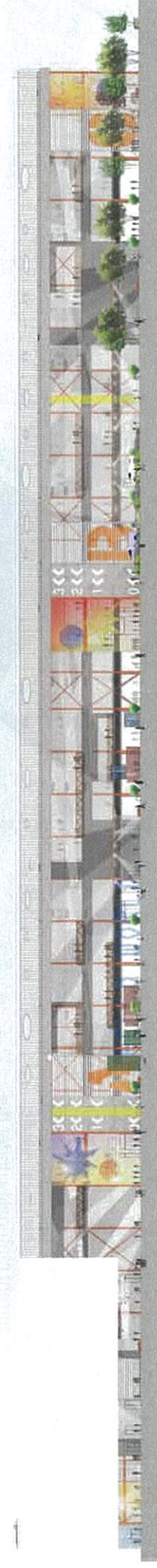
add to the quality of the public realm whilst adapting a sustainable approach to transforming some of the site's constraints into design opportunities, re-using and enhancing the existing materials palette. Dedicated accessible route corridors have been included and discussed with the LLDC accessibility officer and the design team's access consultant (Buro Happold).

Whereas the northern part of the Yard has a more urban feel to it, with larger areas of retained paving allowing for a multitude of uses, the southern part introduces scattered trees spreading out through the hard surface materials. These trees are set in paving with little interruption of the ground plane, allowing for the commercial activities proposed for this site to occur unobstructed either beneath or away from the shady canopy, organised by the outdoor rooms that the trees create. This will break down the scale of the Yard so that the experience is varied as users move along it. These changes are important in order to subdivide the Yard into areas of different activities and interest and providing clear areas for special events. The green areas draw inspiration from their surrounding context and become important places of rest and interaction, offering an alternative experience to the large hardstanding area. They are also key to reinforce the landscape character connection with both the QEOP and the Canal Park.

The design recognises the importance of durability and quality in the landscape and public realm of the iCITY area and in the materials that comprise it. Surfaces and street furniture will be capable of withstanding high crowd flows throughout the scheme and be resistant to vandalism.



MPC East Elevation



IBC West Elevation

Landscape & Public Realm

View of the Yard, MMCR and IBC from the south



Landscape & Public Realm

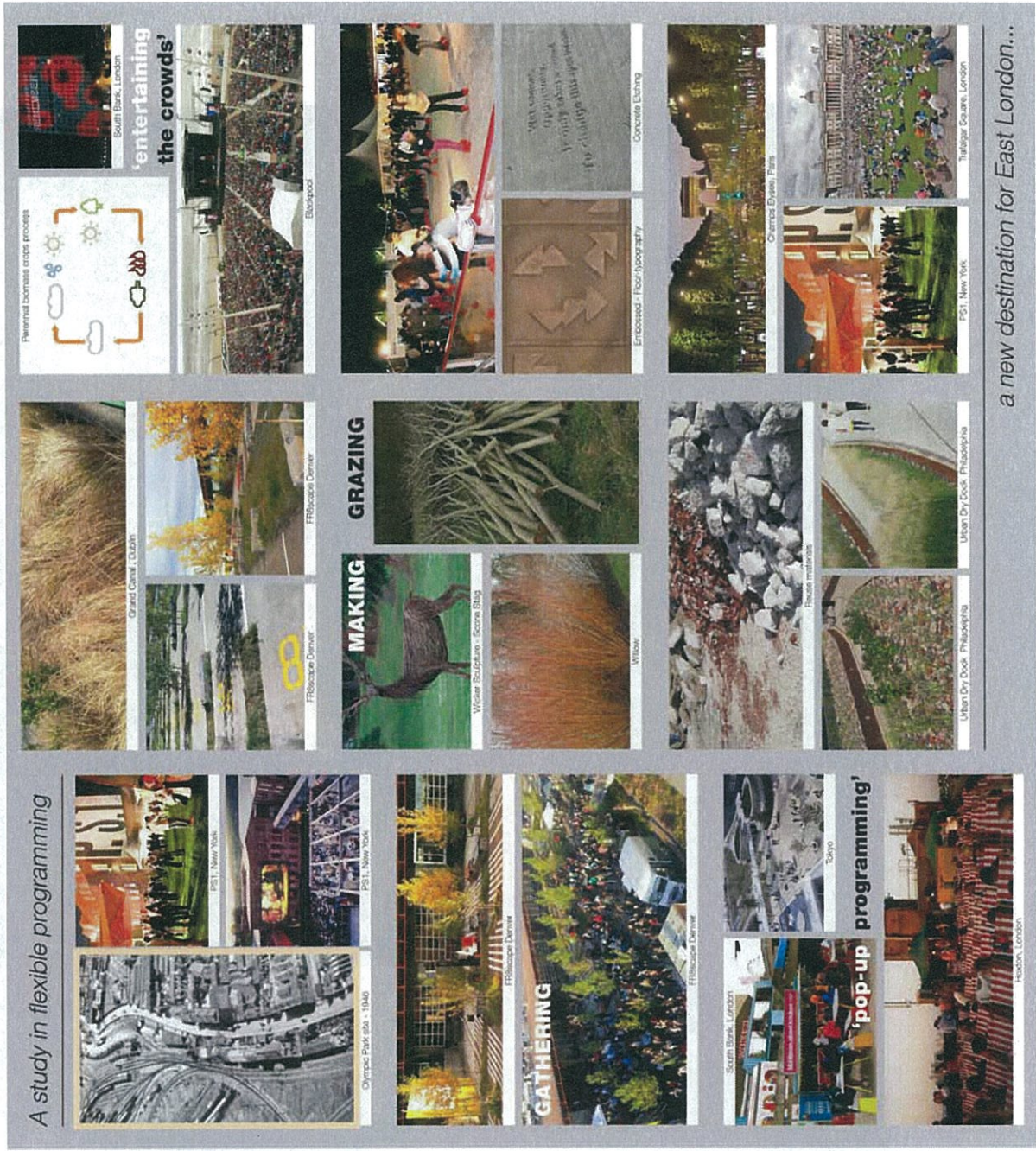
Programming the Yard

The Yard is to become a focal point to be enjoyed throughout the year, one which is, not only pleasant to walk through and engage with, but also, a place which encourages activity and provides an environment in which people will want to sit and enjoy.

A careful balance between passive day to day use and more event-specific uses characterises the proposals for the Yard. On a day to day basis the Yard will offer opportunities for interaction between the users and visitors as well as a place to sit and network. The seating through the space has been laid out to reflect existing 'desire lines' and consequently these will be busy with people at most times of the day.

The main planning application proposes the day to day activation of the central open space between the buildings to be known as "Maker's Yard". The applicant anticipates that the Yard will be used by occupiers of iCITY and members of the public to circulate between the buildings, to enjoy a new area of public realm in London and to engage with the iCITY community.

Given the applicant's vision for iCITY to become a campus for technology businesses and "makers", it will encourage the Yard to be used by occupiers to make, display and market their products.



a new destination for East London...

APPENDIX 5 - INDICATIVE TENANT DRAWINGS



The Canal-side development (2,500 sqm approx.) is intended to comprise mainly A3, with a mix of independent restaurants, cafes and bars which have a particular focus on the making process of their respective products on site. Some might have experiential learning space. The following are "illustrative" of the type of tenants that could operate from the units.



Large brasserie type restaurant which might be operated by River Café (east), Bistrottheque, Hix, Jamie Oliver or preferably, by the next generation of chefs or local entrepreneurs



Local Cafe in the mould of Hackney Pearl, Counter Cafe, Towpath Café, Carlton Café, Greenway Café



Artisan Pub specialist in craft ales etc with possible brewing facilities on site which could be operated by an organisation like Crate brewery, Trumans, London Fields, Redchurch, or one of the newer operators, like Pressure Drop, Howling Hops and Five Points Brewing Company



Specialist Deli incorporating a meat, fish and fruit and veg counter - similar to Ginger Pig/Meat, Fin and Flounder, Green, Le Parc deli, The Deli Downstairs, Golden Company



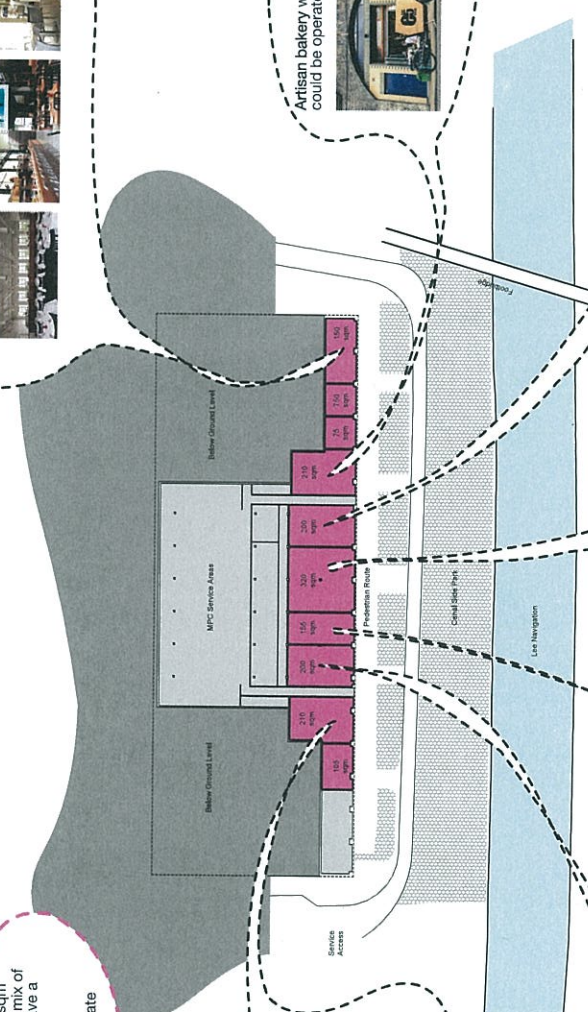
Specialist wine merchants and vintners with a school of wine and spirits such as Coe Vintners, Borough Wines



Artisan coffee roaster with training school and cafe offer - examples include Ozone, Grind, Alpress, Square Mile or Prutrook Coffee with a Barista training centre



Artisan bakery with a training school element along with a small cafe offer - could be operated by E3, Bread Head, Violet Cakes, or The Spence Bakery

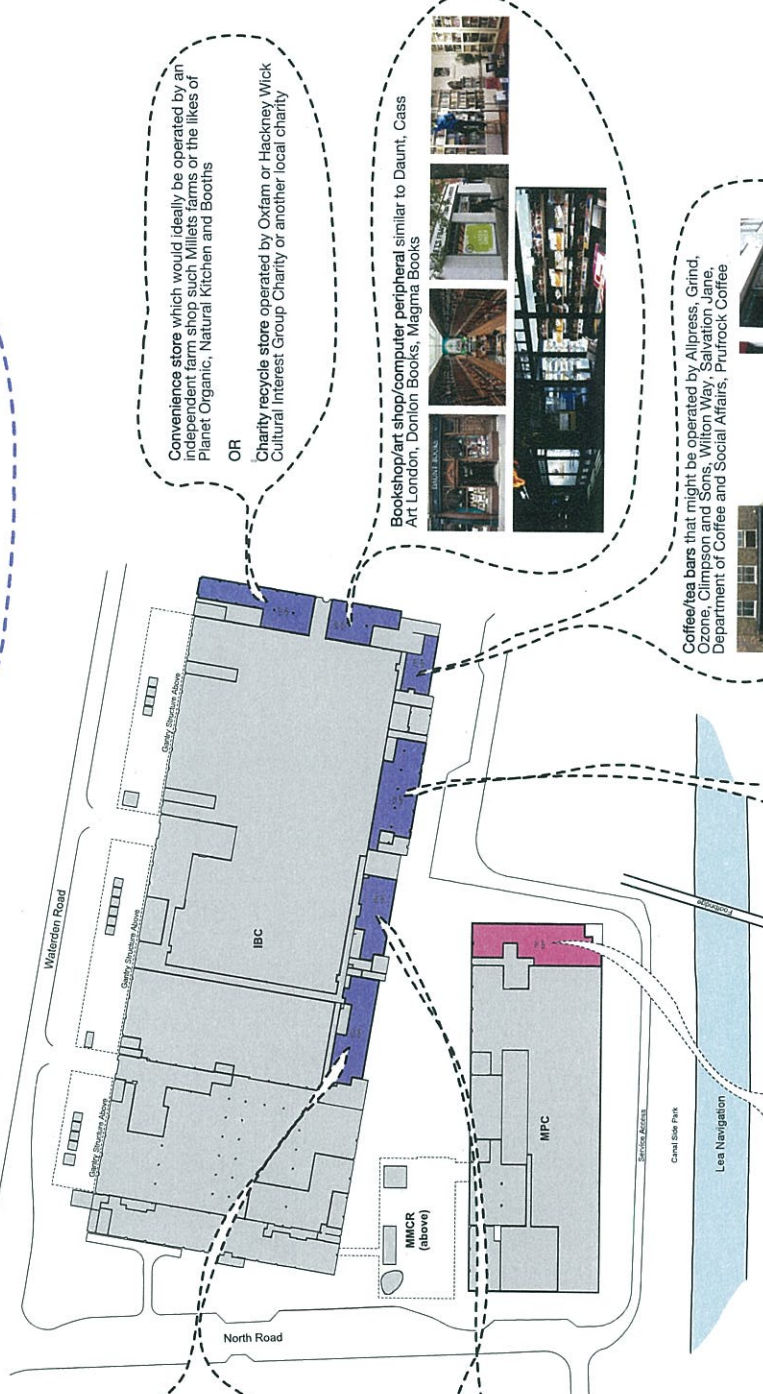






Project		ICITY
Drawing		Transient Mkr Plan
Ground Floor		
Scale	Date	
1:750 @ A0	Sept 2013	
Drawn by	Checked by	
AC	NG	
Job Number	Status	
HB1458		
Drawing No. & Revision		SK_049_B

The Makers Yard development
 is intended to comprise mainly A1 and B1 uses with a combination of tech, creative or design (e.g. interior, homeware & furniture) show case facilities plus a number of vital amenity outlets interspersed.



Convenience store which would ideally be operated by an independent farm shop such as Milllets farms or the likes of Planet Organic, Natural Kitchen and Booths
 OR
 Charity recycle store operated by Oxfam or Hackney Wick Cultural Interest Group Charity or another local charity

Bookshop/art shop/computer peripheral similar to Daunt, Cass Art London, Donlon Books, Magma Books



Coffee/tea bars that might be operated by Allpress, Grind, Ozone, Climpson and Sons, Wilton Way, Salvation Cafe, Department of Coffee and Social Affairs, Putrocks Coffee



Showcase "Makers" facilities that might be subdivided into units of approx. 100 sqm each operated by design or furniture shops such as SUGRU, Tom Dixon Shop, Labour and Wait, East London furniture or by young up and coming designers



Bike shop plus café similar to Look, Mum No Hands/ Look 7 Cycle Cafe/Skimmy Jims



Tech showcase areas of approx. 200 sqm each which could be operated by Cisco/UCL and Technology Strategy Board



From the Canalside development (refer to SK_048)... Large brasserie type restaurant which might be operated by River Café (east), Bistrotheque, Hix, Jamie Oliver or preferably, by the next generation of chefs or local entrepreneurs





APPENDIX 6 - LEGACY CAREERS PROJECT



What is the Legacy Careers Project?

The aim of the project is to inspire extraordinary careers, drawing on inspiration from the career opportunities that will be created in the Park and surrounding area. The project will enable young people to better understand their career options at the time they are making their academic and career choices. We will equip young people with the information, confidence and motivation they need to plan and manage their own careers.

The project is being delivered by a consortium led by Future Foundations, supported by Brightside an education charity that helps young people access education and career pathways and CC-Lab, one of the UK's leading production companies. It will be evaluated by the International Centre for Guidance Studies.

Why do we need a Legacy Careers Project?

Education has a pivotal role to play in the regeneration of east London and the achievement of Convergence. If local people are to benefit from the employment opportunities that the transformation of the area offers then they must have the confidence, skills and aptitude to be able to compete with the best of London and beyond. This means starting with how young people make choices about their careers and their pathways into those careers.

This project will promote the exciting Legacy Careers that will exist in Queen Elizabeth Olympic Park and will integrate employment information into schools to provide excellent careers information, advice and guidance (IAG) for their pupils.

What will the Legacy Careers Project deliver?

- A (digitally produced) Legacy Careers Information Pack – using the Oxford Economic forecast to communicate and excite young people about the opportunities on the park and wider area.
- Web-based tool to disseminate Legacy Careers Information Pack & highlight different career pathways.
- A Careers Information Advice & Guidance (IAG) pilot with 5 local schools in the neighbouring boroughs of Newham, Hackney, Tower Hamlets & Waltham Forest (770 young people aged 13-14). The pilot will use the backdrop of the careers choices on the Park to inspire and empower young people to plan and manage their own futures. This will culminate in a competition finale 'Present yourself for success' (Dec 2013).
- As part of the schools careers IAG pilot a selected group of year 12/13 students (aged 17-19) will take on a leadership role within the project, to start to create a system of peer-2-peer mentoring.
- A bespoke careers IAG project with the construction apprentices on the park to support them to plan and manage their careers, including mentoring and support with becoming self-employed.
- An independent evaluation to demonstrate how schools can deliver their new responsibilities for IAG effectively to drive-up attainment and enable young people to fulfil their full potential, to be promoted to schools and policy-makers.

How can you get involved:

- **Feature in the film** produced for the Legacy Careers Information pack – to promote the opportunities and talk about routes into careers within your organisation.
- **Be an e-mentor** - Longer-term the project can support any employers/employees that want to be e-mentors to local young people.
- **Sponsor prizes** – we are looking to incentive young people to participate fully in the project and will run a competition called 'Present yourself for success' competition. We are looking for prizes for the winning group / individual, this could be a work experience placement, inspirational visits or talks or free entry to a venue or event.
- **Be a business volunteer on Day 4 'You're Hired'** –We need business volunteers to help us inspire local young people and prepare them for the world of work. We are inviting you to get involved in 'You're Hired', working with a small group of young people to review the hypothetical job application that they will have completed the day before and run through mock interviews. This will give the young people a valuable insight to the job application process and will help to build their confidence.
- **Be a judge on the 'Big Futures' Day 5** – have the opportunity to be involved as a judge in the teams' final presentations on their final day and play a part in which team goes through to the finale.

APPENDIX 7 – STRATEGIC OVERVIEW



November 2013 Innovation City (London) Ltd

Strategic Overview iCITY



Innovation City (London) Limited





iCITY Strategic Overview

Introduction

Innovation City (London) Limited (the Applicant) has submitted four applications to the London Legacy Development Corporation (LLDC) relating to the International Broadcast Centre (IBC), Main Press Centre (MPC), Multi-Media Conference Room (MMCR and Multi-Storey car Park (MSCP) (collectively known as “the iCITY area”) on the Queen Elizabeth Olympic Park, Stratford E20.

This Strategic Overview describes the Applicant’s vision for the project to be known as iCITY, which is the subject of the four applications. Full details of each application are contained in the Development Specification Framework.



The iCITY Vision

Located on the Queen Elizabeth Olympic Park (QEOP), iCITY will become one of the most exciting business campuses in the UK and from a technology and creative industries perspective deliver a new sustainable global hub.

iCITY has the unique potential to put UK technology on the global stage. This is a once in a lifetime opportunity, given to the country through the London 2012 Olympic and Paralympic Groups. iCITY has the power to change not only the local community but to ensure that those very communities

are themselves active participants in building this country's technology and digital industry into a global force.

Our vision is to deliver a world leading technology and digital cluster which will enhance and regenerate the local community, boost London's flourishing digital and creative industries, deliver growth and diversity to the UK economy and cement Britain's global position and reputation. iCITY will make a significant contribution to the legacy of London 2012 and become an integral and connected part of existing and new communities.

As the country seeks to secure a future as a leader of technology, iCITY will enhance the UK's global position through the transformation of the former Olympic Broadcast and Press Centres into a world class Innovation Centre. We will build upon the success of east London's existing and flourishing Tech City to ensure that iCITY plays a major part in developing a media and creative cluster of international significance.



These facilities are some of the most digitally connected buildings in Europe and provide a unique opportunity for the capital and the country. iCITY will deliver a lasting legacy from the Games, not only for the communities in east London, but to the economy as a whole as the country sets out to rebalance its economic base.

This gives iCITY the potential to be Europe's leading technology cluster. The significant investment made to date in these facilities will be exploited and enhanced to create a world class centre of creativity, design, technology and research. With a world class data centre built by Infinity SDC, the UK's leading data centre operator, at its heart, it will be a perfect location for exciting new businesses, entrepreneurs and those who invest in them.

iCITY will be a digital campus, where a wide range of animators, production teams, broadcasters and digital pioneers come together to do amazing new things. A data centre, media studios, a university, a digital academy and a new business incubator – all together in one place, cross-fertilising each other, and spurring creativity, imagination, innovation.

iCITY pioneering the next digital revolution – the new ‘Makers’. With much of the attention of the tech community focussed on content production, the next internet revolution is fast approaching. Creative design, innovative technology interfaces and new methods of additive manufacturing have combined to disrupt the light manufacturing sector and allow new products routes to market in ways unseen before. This next ‘light industrial revolution’ needs a home and iCITY provides the creative environment, the space, connectivity and location to talent that will allow products to enter the consumer market all having been ‘made at iCITY’.

Our guiding principles

From the conception of iCITY our vision has been guided by 4 principles that have helped shape the creation of a successful new community. They are:

1. Education

This is at the heart of the iCITY proposition. All successful business and technology based clusters have a strong education element and a leading university campus. Loughborough University will open a new ‘Loughborough in London’ campus delivering post graduate research for over 1,000 students that will support existing and emergent businesses. Embedded within the university will be a new digital apprentice campus for Hackney Community College with apprenticeships running on-site with our tenants. Embedding, rather than sitting alongside, ensures that local apprentices benefit from studying in a world class university campus with state of the art facilities providing the inspiration and realisation of inherent talent available locally.

In addition, during the construction phase, we will ensure that an apprenticeship programme will be delivered to build on the exceptional programme delivering opportunity through the Legacy Apprenticeship Scheme which has been running throughout the London Legacy Development Corporation’s (LLDC) QEOP transformation works.

2. Enterprise

This is a unique location where small start-ups can anchor themselves and grow whilst sat alongside larger corporates, where academia can interact with business and where creativity can freely mix with commerce. The designs have specifically been created to ensure that a vast array of spaces are available to a whole spectrum of business from early stage start-up with a community focus through to global companies looking to locate teams within the next acclaimed centre of innovation.

The business incubator and managed workspace will provide one of the largest co-working locations in the country if not Europe. In addition, the opportunity for additive manufacturing laboratories to be attracted alongside extensive fibre networks, digital infrastructure and a data centre provides further opportunity that has emerged since the Applicant was selected by LLDC as the preferred bidder for the Press and Broadcast Centres in July 2012.

3. Employment

The Applicant has modelled the employment opportunity that will be created in the project and across the community. Independent analysis by Oxford Economics concluded that the scheme has the potential to deliver in the region of 5,300 jobs based at iCITY with a further 2,200 jobs across the original Olympic Boroughs. The impact on the UK market increases further still when the rest of the country is considered.

We highlight the impact that was achieved by securing BT Sports as an early tenant. Through the joint working of the Applicant, LLDC and BT Sport over 350 jobs have been created at iCITY already with a further 800 jobs created in BT Sports contact centres up and down the country all recruited, trained and delivered by Manpower Group UK.

In addition the positive impact on the GDP locally and nationally has been quantified by Oxford Economics as £286m and £521m respectively.

In addition to the apprenticeships during the construction phase there will be approximately 2,100 personnel employed during the construction programme. This provides further avenues for the skills developed locally during the build-up to the Games, through transformation and beyond to be consolidated, enhanced and utilised to ensure that the local workforce has access to construction work for many years to come. We will work closely with LLDC to ensure that the full opportunity provided by their regeneration team is realised. We have worked with LLDC during the initial pre-qualification phase and will continue to do so through the tender process to ensure that 'soft' social regeneration forms a key measurement in our contracts.

4. Environment

iCITY will not only be a sustainable environment in concept and delivery, but also an environment that promotes a shared collaborative work/life experience through the development of a sense of 'place' with community ownership. The tenant base and sectors that we will attract have a very clear conscience and sustainability matters in every aspect of their businesses. Whilst working within existing infrastructure constraints our aim is for a BREEAM rating of Excellent and we will deliver one of Europe's most environmentally sustainable data centre.

The Opportunity

The Applicant's strategic aims for iCITY are:

- To be globally recognised as THE location of choice in Europe and London for technology and creative based industries
- To make iCITY the UK's location of choice for key segments of the technology and creative industries
- To exploit the considerable market opportunity present in the creative, digital and information technology sector that is prevalent within the UK (and east London specifically)
- To harness the rise of the additive manufacturing sector that provides the backbone to the global maker movement and the new means of product design and manufacture

- To exploit the potential of the Press and Broadcast Centres as one of the country's most connected buildings and the opportunity of delivering an extension to the 'Tech City' development, in order to create a unique community where innovation and investment, large and small corporates, film and broadcast, education and life science, commerce and arts, sit comfortably side by side
- Within 5 year's deliver the iCITY vision that will endure and promote business growth and community regeneration

The real estate through which the iCITY vision is delivered

The iCITY estate consists of 4 constituent parts which amounts to over 115,000 sqm of gross internal floorspace.

1. The Broadcast Centre
2. The Auditorium
3. The Press Centre
4. Public realm

1. Broadcast Centre – circa 85,000 sqm Gross Internal Area (GIA)

The Broadcast Centre has 2 main floors with floor to ceiling heights of approx. 11m. At the northern end there is 9,000 sqm of education space across 5 floors, the majority of which is pre-let to Loughborough University. We will create a further 4 floors of business space at the southern end of the building as well as a 16m deep 'crust' along the western side of the building opening out onto the public space. The building was built specifically to accommodate the world's media to broadcast the Olympic Games and configured to accommodate large studios (1,000 sqm and larger). It is for this reason that the Broadcast Centre was the preferred location for BT Sports to anchor its sports channel and broadcast hub which went live on 1 August 2013. The building will also accommodate a 36,000 sqm data centre. The amazing industrial gantry running the length of the building on the eastern elevation provides a truly unique opportunity to animate this space and ensure that the building has no 'back door, but is active on all sides. Our architects Hawkins Brown have created an innovative space comprising of managed workspace, community areas, gardens and glass studios from within the building itself. This design has ensured that the gantry is integral to the design.



2. The Auditorium (MMCR) – circa 2,000 sqm GIA

The auditorium is sat in an elevated position between both larger buildings and is connected by 2 covered walkways at first floor level in the Press Centre and the upper deck in the Broadcast Centre. The auditorium was a fully fitted out press conferencing facility for the Games capable of seating over 800 journalists but which is now stripped back to being a square box ready for development into a state-of-the-art mixed use auditorium with capacity for 1,045 guests and staff. Working access to the auditorium is through the public entrance to the Press Centre and we aim to make this available to all iCITY occupiers as well as other larger bespoke events (symposiums, summits, launch events etc.). The area beneath the Auditorium is versatile for 'pop-up' events and facilities and artisan type street markets. The Applicant sees this facility as integral to successful place making. This facility is not only created for the iCITY ecosystem but access to the whole local community is fundamental to its success.

3. Press Centre – circa 29,000 sqm GIA

The Press Centre is approximately 29,000 sqm of prime business space. The building was home to over 20,000 journalist during the Games and provides views across the QEOP that no other business destination has. The Press Centre provides Category A accommodation currently entirely open plan with a lower ground floor opening onto the Lea Navigation Canal and canal path which is due to be redesigned and transformed as part of the on-going park transformation programme. iCITY will locate many of the food and beverage outlets along this path to fully utilise the aspect that this location provides. The first floor has a 5m high ceiling which provides the Applicant with total flexibility to create Europe's largest business innovation and incubator zones. This building will be targeted at 'corporate' creative/tech occupiers due to the grown up nature of the building and quality of the upper floors.



4. Public Realm

The public realm will be transformed to reflect the creative/tech campus nature of the environment. Each area from the canal park, the university quarter through to the 'Maker's Yard' area between the buildings has a distinct characteristic that will have its own design treatment to reflect its uniqueness.

What makes iCITY unique?

There are a number of factors that make these buildings unique in the UK:

- Power – over 42MW is available to meet the demands of a tech/creative/digital media campus
- Connectivity – Multiple carriers provide fibre to the buildings. BT Openreach has over 500 fibre lines running into the building with additional carriers having fibre in ducts directly adjacent to the Broadcast Centre. London 2012 was the most broadcasted event in history with over 99% of the broadcast being broadcasted digitally. These are some of the world's the most connected buildings in the country if not Europe and the fibre optic routes into and out of iCITY create an unprecedented opportunity to address the needs of business going forward
- Sustainable – heating and cooling is delivered by the QEOP district energy plant powered by woodchip sourced within a 50- miles radius of the iCITY area. In addition the Press Centre has over 250 PV panels on its roof which is a brown roof supporting biodiversity programmes

In short, the connectivity and resilience of the buildings is unmatched by any other location in the UK.

Strategic Context

Below is a high level PEST analysis which provides the strategic context that demonstrates the positive environment for developing iCITY at this time.

<p>Political Cross-party support at national, city and local level Aligned with government 'Tech City' policy Delivers against a government strategic priority – rebalancing the economy away from financial services</p>	<p>Economic Strong growth measures from the government into tech and creative industries (gaming, film, tech companies) GDP kick locally and nationally significant through supply chain exploitation</p>
<p>Societal East London phenomenon in targeted sectors (creative/tech/media/digital) – this is where the talent is Sits within the most deprived ward/borough in the UK Growth in the community is leveraged by the iCITY effect (support jobs created by centres of innovation)</p>	<p>Technological Unrivalled connectivity – over 500 fibres Significant power supplies – 42MW Purpose built Multiple telecoms routes Media/broadcast capabilities stressed tested during London 2012 successfully</p>

Conclusion

iCITY represents a unique opportunity, brought about by the location of the London 2012 Olympic and Paralympic Games. The scheme will create a centre for innovation, education and economic growth based around the creative, media and technology sector that is enjoying considerable growth in the UK and in east London in particular. The uplift in employment, in increased opportunity in new sectors and the creation of a new economic eco-system on the QEOP is both exciting and un-replicable. The inherent design features of these buildings create a once in a lifetime opportunity for the area and to establish a sustainable legacy. The Applicant's plans exploit these opportunities to the fullest extent.

Annex 2: Enforcement Protocol



LONDON LEGACY DEVELOPMENT CORPORATION

S106 ENFORCEMENT PROTOCOL

1. INTRODUCTION

- In March 2012 the London Legacy Development Corporation (LLDC) was established as a Mayoral Development Corporation with responsibility for regenerating an area of east London focused on the Queen Elizabeth Olympic Park. Subsequently, various transfer schemes transferred land including the Olympic Park to LLDC.
- On 1 October 2012, LLDC also became the local planning authority for the land within its area. LLDC's planning powers were delegated by a resolution of LLDC's board to the Planning Policies and Decisions Team (PPDT),¹ a directorate within LLDC which reports to LLDC's Board.
- From a planning perspective, LLDC combines in a single legal entity two distinct roles; firstly as landowner/developer whose land is already bound by several agreements made under S106 of the Town and Country Planning Act 1990 (a S106 Agreement), secondly as the planning authority responsible for enforcing compliance with those agreements.
- As a matter of common law, a single entity can neither contract with itself, nor can it enforce contracts against itself.
- The effect of this is twofold:
 - obligations in existing S106 Agreements cannot be enforced at law by PPDT against LLDC or by LLDC against PPDT. NB: this does not affect PPDT's ability to enforce the same obligations against any third party who acquires title to the bound land from LLDC nor does it affect such third party's ability to enforce the obligations against PPDT. Nor does it affect the ability of any successor organisation of PPDT's planning function to enforce those obligations against both LLDC as landowner/developer as well as against such a third party.
 - if any changes are needed to any existing S106 agreements binding LLDC land, then a legally binding deed of variation to which LLDC is a party cannot be entered into.

¹ In this note "LLDC" refers to LLDC in its role as landowner or developer and "PPDT" refers to LLDC in its role as local planning authority.

- This protocol has been prepared in respect of any planning obligations whether secured by a bilateral or unilateral deed made under s. 106 of the Town and Country Planning Act 1990 to which LLDC is a party as landowner² and which relates to development of land within the area for which PPDT is the local planning authority (a Principal Agreement). It sets out the steps that LLDC and PPDT are committed to taking to manage compliance with such Principal Agreements as well as setting out the approach that LLDC and PPDT are willing to adopt to deal with any variations to such deeds.
- In applying this protocol both LLDC and PPDT commit to act reasonably.

2. OPERATION OF S106

- Notwithstanding the deeds made under s. 106 by LLDC as landowner cannot now be enforced by PPDT, LLDC and PPDT commit to comply with their terms as if they could be enforced.
- Annual update reports to be submitted by LLDC within 20 working days of the end of each financial year on what S106 obligations have been triggered, whether such obligations have been discharged, whether there have been any "ghost" deeds of variation to the Principal Agreement (see paragraph 3 below), whether there have been any S106 agreements entered into where third parties have taken an interest in the site to which the Principal Agreement relates (see paragraph 3 below), whether there have been any disputes and the outcome of such disputes. Report to be approved by PPDT as a true reflection of the status of the relevant Principal Agreement in the past year and reported to the PPDT Planning Committee for noting. The Annual update reports to be made public so there is transparency.
- In the event of dispute regarding the interpretation of the terms of a Principal Agreement:
 - initially to be dealt with between the director of PPDT and LLDC's director of Real Estate. A note will be made of the outcome of the meeting and placed on the relevant planning file.
 - if the dispute is not resolved internally, it will be referred to a jointly instructed and external, independent legal expert appointed in accordance with the provisions attached at Annex 1 to this Protocol whose decision is binding.

² This includes deeds made under s. 106 relating to land which has been transferred to LLDC

- In the event of non-compliance with a term of the relevant deed made under s. 106:
 - PPDT to serve a written notice on LLDC identifying any breach and the steps required to remedy it. LLDC to respond within 10 working days either setting out a reasonable timetable and confirming the steps it intends to take to remedy the breach, or (if relevant) disputing the breach. Unless the procedure described below is triggered, LLDC will carry out the steps in accordance with the proposed timetable.
 - If there is a factual dispute as to whether there has been a breach or as to the appropriate steps to be taken to remedy any breach, this will initially be dealt with between the director of PPDT and LLDC's director of Real Estate. A note will be made of the outcome of the meeting and placed on the relevant planning file. Follow-up meetings will be arranged as necessary.
 - If the above steps do not lead to a mutually acceptable solution, each party will prepare and submit a report on the matter, including a recommended solution, to their respective committees. In the case of LLDC, the relevant committee is the LLDC Investment Committee and in the case of PPDT, the Planning Committee. Both committees shall consider the matter and the recommended solution.
 - If either committee rejects the recommendation made to it, the rejecting committee shall instruct its officers on what further steps to take.
 - If both committees endorse the recommendations set out in the respective reports (and assuming that the recommendations of the two reports conflict), the matter shall be referred to the Board for consideration. The Board's decision will be binding on both parties.

3. VARIATIONS TO S106 AGREEMENTS / UNILATERAL UNDERTAKINGS

- In the event that variations to an existing section 106 agreement or unilateral undertaking to which LLDC is a party as landowner (a Principal Agreement) are required, LLDC and PPDT will negotiate a draft deed of variation to reflect the changes notwithstanding it cannot be lawfully entered into as a bilateral agreement. PPDT Planning Committee and LLDC Investment Committee will approve the deed of variation and a copy will be placed on PPDT's public planning file as a "ghost" deed of variation.

- Where appropriate, LLDC will bind itself by unilateral S106 undertaking to abide by the terms of the "Ghost Agreement". In return for such an undertaking, PPDT will confirm by a reciprocal undertaking that it will only enforce any original s. 106 Deed in a manner that is consistent with the "Ghost Deed".
- LLDC to ensure that any transfer to a third party of LLDC land which is the subject of a 'ghost' agreement will itself be subject to a condition requiring completion of the bilateral ghost agreement by the transferee immediately on completion of the land transfer.

Annex 1: Dispute Resolution Procedure

- 1) LLDC or PPDT may by serving notice on all the other (the "Notice") refer a dispute to an Expert for determination.
- 2) The Notice must specify:
 - a) the nature, basis and brief description of the dispute;
 - b) the Clause or paragraph of a Schedule or Appendix pursuant to which the dispute has arisen; and
 - c) the proposed Expert.
- 3) In the event that the parties are unable to agree who to appoint as the Expert within 10 (ten) Working Days after the date of the Notice then either party may request the President of the Law Society (except where paragraph 7 provides otherwise) to nominate the Expert at their joint expense.
- 4) The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and the Expert's cost shall be awarded at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.
- 5) The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act (or such longer period as is agreed in writing between the parties).
- 6) The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further 5 (five) Working Days in respect of any such submission and material.
- 7) Where the parties are unable to agree who to appoint as the Expert, either party may request that the following nominate the Expert at their joint expense. Where the dispute relates to:
 - i) Transport issues; the President of the Chartered Institute of Highways and Transportation;
 - ii) Issues relating to Affordable Housing, Family Housing, Sheltered Housing, Affordable Workspace or Managed Workspace; the President of the Royal Institute of Chartered Surveyors;
 - iii) Issues relating to viability; the President of the Royal Institute of Chartered Surveyors.

