

1. The Wash and North Norfolk Marine Partnership - Memorandum of Agreement (Pages 2 - 28)

## CABINET MEMBERS DELEGATED DECISION

<b>Open/Exempt</b>		Would any decisions proposed:		
<b>Any especially affected Wards</b>	Mandatory/	Be entirely within Cabinet's powers to decide		YES/NO
	<del>Discretionary/</del>	Need to be recommendations to Council		YES/NO
	Operational	Is it a Key Decision		YES/NO
Lead Member: Cllr Paul Kunes E-mail: cllr.paul.kunes@west-norfolk.gov.uk		Other Cabinet Members consulted:		
		Other Members consulted: Cllr Ian Devereux		
Lead Officer: Peter Jermany E-mail: peter.jermany@west-norfolk.gov.uk		Other Officers consulted:		
Financial Implications YES/NO	Policy/Personnel Implications YES/NO	Statutory Implications YES/NO	Equal Impact Assessment YES/NO If YES: Pre-screening/ Full Assessment	Risk Management Implications YES/NO
If not for publication, the paragraph(s) of Schedule 12A of the 1972 Local Government Act considered to justify that is (are) paragraph(s)				
Date meeting advertised: 23 <sup>rd</sup> November 2021		Date of meeting decision to be taken: 30 <sup>th</sup> November 2021		
Deadline for Call-In: 7 <sup>th</sup> December 2021				

## THE WASH AND NORTH NORFOLK MARINE PARTNERSHIP – MEMORANDUM OF AGREEMENT

### Summary

The WNNMP and the associated MOA is undertaken by a partnership of local authorities around The Wash and the designated European Marine site. In broad terms the Borough Council and the other bodies have responsibilities placed on them by the Habitat Regulations to maintain the EMS in a favourable conservation status and contribute to the sustainable use/development of the area. By working in partnership we can discharge this duty in a cost effective manner. Whilst there are operational detail changes (which do not directly affect the Borough Council's role in the MP) and an extension of the partnership period, the tenor of the agreement, and our legal responsibilities remain the same.

### Recommendation

That the Seventh Memorandum of Agreement is agreed.

### Reason for Decision

To meet our legal requirement to deal with statutory issues in the European Marine Site.

**Background**

The revised MOA is attached as Appendix 1.

**Options Considered**

None – it is a statutory requirement to address issues.

**Policy Implications**

None directly, the actions required are practical monitoring and protection.

**Financial Implications**

None directly, budget provision is made already for the work.

**Personnel Implications**

None.

**Statutory Considerations**

The mechanism is for the undertaking of our statutory duties.

**Equality Impact Assessment (EIA)**

Attached.

**Risk Management Implications**

We risk Government sanction by not having an up to date MOA.

**Declarations of Interest / Dispensations Granted**

None.

**Background Papers**

Signed:.....

Cabinet Member for:.....

Date:.....

# Pre-Screening Equality Impact Assessment

Borough Council of  
**King's Lynn &  
West Norfolk**



Name of policy/service/function		<b>THE WASH AND NORTH NORFOLK MARINE PARTNERSHIP – MEMORANDUM OF AGREEMENT</b>				
Is this a new or existing policy/ service/function?		<del>New</del> / Existing (delete as appropriate)				
Brief summary/description of the main aims of the policy/service/function being screened.  Please state if this policy/service rigidly constrained by statutory obligations		The WNNMP and the associated MOA is undertaken by a partnership of local authorities around The Wash and the designated European Marine site. In broad terms the Borough Council and the other bodies have responsibilities placed on them by the Habitat Regulations to maintain the EMS in a favourable conservation status and contribute to the sustainable use/development of the area. By working in partnership we can discharge this duty in a cost effective manner.				
<b>Question</b>		<b>Answer</b>				
<p>1. Is there any reason to believe that the policy/service/function could have a specific impact on people from one or more of the following groups <b>according to their different protected characteristic</b>, for example, because they have particular needs, experiences, issues or priorities or in terms of ability to access the service?</p> <p>Please tick the relevant box for each group.</p> <p>NB. Equality neutral means no negative impact on any group.</p>			Positive	Negative	Neutral	Unsure
		Age			X	
		Disability			X	
		Gender			X	
		Gender Re-assignment			X	
		Marriage/civil partnership			X	
		Pregnancy & maternity			X	
		Race			X	
		Religion or belief			X	
		Sexual orientation			X	
Other (e.g low income)			X			
<b>Question</b>		<b>Answer</b>	<b>Comments</b>			
2. Is the proposed policy/service likely to affect relations between certain equality communities or to damage relations between the equality communities and the Council, for example because it is seen as favouring a particular community or denying opportunities to another?		<del>Yes</del> / No				

3. Could this policy/service be perceived as impacting on communities differently?	<del>Yes</del> / No	
4. Is the policy/service specifically designed to tackle evidence of disadvantage or potential discrimination?	<del>Yes</del> / No	
5. Are any impacts identified above minor and if so, can these be eliminated or reduced by minor actions? If yes, please agree actions with a member of the Corporate Equalities Working Group and list agreed actions in the comments section	Yes / <del>No</del>	<b>Actions:</b>
		<b>Actions agreed by EWG member</b>
<b>Assessment completed by: Name</b>	<b>Peter Jermany</b>	
<b>Job title Principal Planner &amp; Water Management Officer</b>	<b>Date 22 November 2021</b>	

**Please Note: If there are any positive or negative impacts identified in question 1, or there any 'yes' responses to questions 2 – 4 a full impact assessment will be required.**

Appendix 1 The Wash and North Norfolk Marine Partnership – Seventh  
Memorandum of Agreement. (March 2021)

# **The Wash and North Norfolk Marine Partnership**

## Seventh Memorandum of Agreement

This Agreement is made this day of

2021

**Between** (listed in alphabetical order):

- (1) **Black Sluice Internal Drainage Board** of Station Road, Swineshead, Boston, Lincs, PE20 3PW
- (2) **Borough Council of King's Lynn & West Norfolk** of King's Court, Chapel Street, King's Lynn, Norfolk, PE30 1EX
- (3) **Boston Borough Council** of Municipal Buildings, Boston, Lincolnshire, PE21 8QR
- (4) **Defence Infrastructure Organisation** of Bazalgette Pavilion G/F, RAF Wyton, Huntingdon, Cambridgeshire, PE28 2EA
- (5) **Eastern Inshore Fisheries and Conservation Authority** of 6 North Lynn Business Village, Bergen Way, King's Lynn, Norfolk, PE30 2JG
- (6) **East Lindsey District Council** of Tedder Hall, Manby, Lincolnshire, LN11 8UP
- (7) **Environment Agency** of Kingfisher House, Goldhay Way, Orton, Goldhay, Peterborough, Cambridgeshire, PE2 5ZR
- (8) **Fenland District Council** of Fenland Hall, County Road, March, Cambridgeshire, PE15 8NQ
- (9) **King's Lynn Conservancy Board** of Common Staithe, King's Lynn, Norfolk, PE30 1LL
- (10) **Lincolnshire County Council** of County Offices, Newland, Lincoln, LN1 1YL

- (11) **Lincolnshire Wildlife Trust** of Banovallum House, Manor House Street, Horncastle, Lincolnshire LN9 5HF
- (12) **Marine Management Organisation** of PO Box 1275, Newcastle upon Tyne, NE99 5BN
- (13) **Natural England** of 4<sup>th</sup> Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX
- (14) **Norfolk County Council** of County Hall, Martineau Lane, Norwich, Norfolk, NR1 2SG
- (15) **North Norfolk District Council** of PO Box 5, Council Offices, Holt Road, Cromer, Norfolk, NR27 8DZ
- (16) **Port of Boston** of Dock Office, Boston, Lincolnshire, PE21 6BN
- (17) **Royal Society for the Protection of Birds** of The Lodge, Potton Road, Sandy, Bedfordshire, SG19 2DL
- (18) **South Holland District Council** of Council Offices, Priory Road, Spalding, Lincolnshire, PE11 2XE
- (19) **Water Management Alliance** (includes South Holland Internal Drainage Board and King's Lynn Internal Drainage Board) of Kettlewell House, Austin Fields, King's Lynn, Norfolk, PE30 1PH
- (20) **Welland and Deepings Internal Drainage Board** of Deeping House, Welland Terrace, Spalding, Lincs, PE11 2TD
- (21) **Wells Harbour Commissioners** of Harbour Office, Old Lifeboat House, Wells-next-the-Sea, Norfolk, NR23 1AT
- (22) **Witham Fourth Internal Drainage Board** of 47 Norfolk Street, Boston, Lincs, PE21 6PP

Note: Whilst funding contributions will be reviewed on an annual basis, all Parties of this agreement respect conditions specified in Termination Clause 18.



## 1. Recitals

1.1 Following the UK's departure from the European Union (EU) on 31<sup>st</sup> Jan 2020, Special Areas of Conservation (SACs) and Special Protection Areas (SPAs) in the UK no longer form part of the EU's Natura 2000 ecological network. The 2019 Regulations have created a national site network on land and at sea, including both the inshore and offshore marine areas in the UK. The Wash and North Norfolk Coast network comprises:

- One Special Area of Conservation (SAC), as designated the Conservation of Habitats and Species Regulations 2017 (as amended) (including the adjacent territorial sea)
- Three Special Protection Areas (SPA), as designated under the Wildlife & Countryside Act 1981 (as amended) and the Conservation (Natural Habitats, & c.) Regulations 2010 (as amended)

Under the Bern Convention, The Wash and North Norfolk Coast designations are also part of a larger network of protected wildlife areas across Europe, known as Emerald Network sites.

1.2 The Parties to this agreement fully recognise the nature conservation importance of The Wash and North Norfolk Coast designations. Notably, some Parties have statutory obligations placed upon them by the legislation referred to above. To assist in meeting these obligations, The Wash and North Norfolk Coast Management Group prepared, and subsequently implemented, The Wash and North Norfolk Coast Management Scheme (hereinafter referred to as the "Management Scheme").

1.3 The Wash and North Norfolk Marine Partnership (hereinafter referred to as "the Partnership") objectives are set out in this agreement, along with the Partnership governance and funding arrangements.

1.4 The Partnership will work closely with other complementary initiatives, for example, The Norfolk Coast Partnership (NCP) and The Greater Lincolnshire Nature Partnership (GLNP).

1.5 Primarily, the Partnership will operate within the boundaries of the statutory designations. However, on occasions, operations may be extended to include adjoining areas, where a wider working area may be required to maintain favourable condition of conservation features.

## **2. Definitions and Interpretations**

2.1 The provisions of Schedule 1 shall be incorporated herein and shall have effect, as if expressly set out herein.

2.2 Reference to clauses, sub-clauses and/or Schedules refer to those within this Memorandum of Agreement.

## **3. Nature of Agreement**

3.1 Nothing in this Memorandum of Agreement will be construed as creating a joint venture. However, all Parties enter into this Memorandum of Agreement in the spirit of co-operation.

3.2 No party will represent itself as an agent of any of the other Parties nor is any party authorised to commit the other Parties, unless expressly authorised by this Memorandum of Agreement.

#### **4. Term**

Subject to Clause 18, this Memorandum of Agreement shall run continuously from the Commencement Date, with a full review every three years.

#### **5. Partnership Objectives**

5.1 The purpose of the Partnership is to assist Relevant Authorities and local agencies in implementing the U.K. Habitats Regulations relevant to The Wash and North Norfolk coast. Specifically, the Partnership works to maintain/achieve favourable conservation status for the interest features for which the area has been designated, and to contribute to the sustainable use/development of the area. To assist this, the Partnership adheres to a Management Scheme. Furthermore, the Partnership supports three geographically distinct Advisory Groups to enable stakeholder and local community participation in the management of The Wash and North Norfolk coast.

5.2 The Partnership has three strategic work areas, which encompass the key pressures facing The Wash and North Norfolk coast. These work areas provide a framework for the tasks of the Partnership.

- I. Environmental change
  - Climate change
  - Coastal processes (e.g. erosion, flood risk)
  
- II. Disturbance
  - Recreation
  - Development

### III. Tourism

- Sustainable business
- Visitor management

N.B. Further details can be found in the “WNNMP Vision, Mission & Work Packages” document (available upon request).

#### 5.3 The Partnership Manager will also:

- Maintain an effective communication network between Relevant Authorities, stakeholders and other interested bodies
- Facilitate collaborative working
- Promote the achievements of the Partnership through bi-annual reports

## **6. Employment of Partnership Manager**

6.1 The Partnership Manager is appointed to oversee the delivery of the Partnership objectives. The Partnership Manager is employed by Norfolk County Council and financially supported by the Partnership.

#### 6.2 Norfolk County Council agree to:

- employ the Project Manager on a Norfolk County Council contract
- offer entry into the Local Government Pension Scheme
- provide appropriate office accommodation, as and when required
- provide administrative services
- provide professional and technical services, where appropriate
- pay travel and subsistence at rates established in the Local Government Scheme

6.3 The Partnership Manager will be line managed by a Norfolk County Council Head of Service (or named delegate) and directed by the Steering Group. However, the Partnership Manager will be expected to maintain regular contact with the other Parties to this agreement.

6.4 The Partnership Manager will submit bi-annual reports (April & October) to the Stakeholder Group, Management Group and Steering Group.

## **7. Partnership Governance**

### **7.1 Stakeholder Group**

7.1.1 The Stakeholder Group will oversee progress on implementing the Partnership objectives.

7.1.2 The Stakeholder Group will meet three times a year.

7.1.3 In carrying out its function, the Stakeholder Group will foster a spirit of mutual co-operation.

7.1.4 The Stakeholder Group will comprise representatives of the Parties (elected members and/or officers), and other interested parties, including the following:

- one representative from Holders of Rights in Common
- one representative from Norfolk Coast Partnership
- one representative from Crown Estates
- each of the Chairpersons of the Advisory Groups (see Schedule 1)

7.1.5 The Chair of the Stakeholder Group will act as the public face of the Partnership.

7.1.6 The Chair of the Stakeholder Group will be an elected member of the Parties, with elections occurring every three years, in accordance with the renewal of the Memorandum of Agreement. N.B. The Chair of the Stakeholder Group will also act as the Chair for the Management Group (see subclause 7.2).

7.1.7 The Vice-Chair of the Stakeholder Group will be a volunteered member of the Parties, with elections occurring every three years, in accordance with the renewal of the Memorandum of Agreement. The Vice-Chair of the Stakeholder Group will also act as the Vice-Chair for the Management Group (see subclause 7.2).

7.1.8 The Management Group will be serviced by the Partnership Manager.

7.1.9 It is anticipated that the members of the Stakeholder Group, besides representing the interests of their appointing body, will represent a broader constituency of views, thereby acting as an integrated and cohesive group in pursuing the best interests of the Partnership as a whole.

## 7.2 **Management Group**

7.2.1 The Management Group will oversee the work programme, with associated resources being discussed and agreed, before commitment to the next financial year.

7.2.2 The Management Group will meet (no less than) twice a year.

7.2.3 In carrying out its function, the Management Group will foster a spirit of mutual co-operation between all Parties to the Partnership.

7.2.4 The Management Group will comprise the following:

- one elected Member of the Boston Borough Council
- one elected Member of the East Lindsey District Council
- one representative of Natural England
- one elected Member of the Borough Council of King’s Lynn & West Norfolk
- one elected Member of the Lincolnshire County Council
- one representative of the Environment Agency
- one elected Member of the Norfolk County Council
- one elected Member of the South Holland District Council
- one elected Member of Fenland District Council
- one elected Member of Internal Drainage Boards (to represent all other Lincolnshire and Norfolk Internal Drainage Boards)
- one representative of Eastern Inshore Fisheries and Conservation Authority
- one elected member of the North Norfolk District Council
- two ports representatives (to represent the King’s Lynn Conservancy Board, the Port of Boston, and the Wells Harbour Commissioners)
- one representative of Defence Infrastructure Organisation
- one representative of the Marine Management Organisation
- one representative of Lincolnshire Wildlife Trust
- one representative of the Royal Society for the Protection of Birds

7.2.5 The Parties listed in subclause 7.2.4 will be entitled to one vote, or can delegate their vote to a named substitute, on all issues affecting the Partnership.

7.2.6 Additional officers representing the Parties listed in subclause 7.2.4 are welcome to attend Management Group meetings but are not entitled to vote.

- 7.2.7 Officers representing other local authorities and associated Partnerships (not listed in subclause 7.2.4) are welcome to attend (upon invitation) but are not entitled to vote.
- 7.2.8 The Chair of the Management Group will be an elected member of the Parties, with elections occurring every three years, in accordance with the renewal of the Memorandum of Agreement.
- 7.2.9 The Chair of the Management Group is not entitled to vote (organisational representation will be made by another member), unless the vote is split (subclause 7.2.13).
- 7.2.10 The Vice-Chair of the Management Group will be a volunteered member of the Parties, with elections occurring every three years, in accordance with the renewal of the Memorandum of Agreement.
- 7.2.11 The Vice-Chair of the Management Group is entitled to vote (except when acting as Chair, then subclause 7.2.9 applies).
- 7.2.12 The Management Group will be serviced by the Partnership Manager.
- 7.2.13 Except for the provisions of subclause 7.2.14 below, any decision, agreement, or approval to be made by the Management Group in respect of the Partnership shall be decided by votes taken at a Management Group meeting. Such meetings shall be convened with no less than 14 days written notice given to each of the Parties. The necessary quorum for such a meeting shall be no less than six individual Party representatives, each entitled to vote at the time, in person or by proxy. At such meetings, each representative will be entitled to one vote and resolutions shall be carried by a simple majority. In the event of a split vote, the Chair shall have the casting vote.
- 7.2.14 Where any decision, agreement, or approval is to be made by the Management Group which relates to a change in any contribution made by any or all Parties, or a change of a constitutional nature, this shall be decided by votes taken at a Management Group



meeting. The decision, agreement, or approval of all Parties is required and shall only be resolved by a unanimous vote. Such meetings shall be convened with no less than 14 days written notice given to each of the Parties.

7.2.15 Any Party to this agreement may appoint another Party as their proxy to vote on their behalf at any meeting. The instrument appointing a proxy shall be in writing and deposited with the Chairperson of the Management Group at least one day before the meeting.

7.2.16 Representatives of other interests not directly represented on the Management Group may be invited to attend meetings on an *ad hoc* basis as appropriate but will not be entitled to vote.

### 7.3 **The Steering Group**

7.3.1 The Steering Group will set annual work programmes, reviewing and reporting on progress and issues to the Management Group.

7.3.2 The Steering Group will meet three times a year and prior to Management Group meetings.

7.3.3 In carrying out its function, the Steering Group will foster a spirit of mutual co-operation between all Parties to the Partnership.

7.3.4 The Steering Group will comprise a subset of delegated members of the Management Group and include representatives of the following:

- Eastern Inshore Fisheries and Conservation Authority

- A Port Authority (to represent all the Port Authorities)
- A District Council (to represent all the District Councils)
- Natural England
- Lincolnshire County Council
- Environment Agency
- Norfolk County Council
- An Internal Drainage Board (to represent all other Lincolnshire and Norfolk Internal Drainage Boards)
- Marine Management Organisation
- Lincolnshire Wildlife Trust
- Royal Society for the Protection of Birds

If nominated officers cannot attend then suitable replacements, where possible, will be sent.

7.3.5 The Chair of the Steering Group will be an elected officer, with elections occurring every three years, in accordance with the renewal of the Memorandum of Agreement.

7.3.6 The Vice-Chair of the Steering Group will be a volunteered member, with elections occurring every three years, in accordance with the renewal of the Memorandum of Agreement.

7.3.7 The Management Group will be serviced by the Partnership Manager.

#### 7.4 **Governance overview**

**Stakeholder Group**

**Composition:**

- Officers, elected members, representatives of user groups & other partner organisations
- Chaired by an elected member
- Serviced by the Partnership Manager

**Role:**

- Responsible for Management Scheme & progress
- Bids for project support within relevant authority/other partner organisations

**Meeting Requirements:**

- Three times a year

**Management Group****Composition:**

- Officers, elected members
- Chair as for Stakeholder Group
- Serviced by the Partnership Manager

**Role:**

- Accountable under legislation & protocols
- Agrees policy and direction

**Meeting Requirements:**

- (no less than) twice a year

**Steering Group****Composition:**

- A subset of delegated members of the Management Group
- Chaired by an elected member
- Serviced by the Partnership Manager

**Role:**

- Sets annual work programme
- Manages Partnership Manager
- Reports to & advises the Management Group

**Meeting Requirements:**

- Three times a year

**8. Financial Arrangements**

8.1 The Partnership's annual core funding will be shared between the Parties of this Memorandum of Agreement, as set out below:

<b>Party</b>	<b>Requested Contribution (£)</b>
Environment Agency	6,500
Natural England	6,500

Borough Council of King's Lynn & West Norfolk	3,510
Boston Borough Council	3,510
Lincolnshire County Council	3,510
Norfolk County Council	3,510
East Lindsey District Council	3,510
South Holland District Council	3,510
Fenland District Council	3,510
North Norfolk District Council	3,510
Defence Infrastructure Organisation	650
Lincolnshire Wildlife Trust	650
Royal Society for the Protection of Birds	650
Black Sluice Internal Drainage Board	398
Welland and Deeping Internal Drainage Board	398
Witham Forth Internal Drainage Board	398
Water Management Alliance	398
Eastern Inshore Fisheries and Conservation Authority	In-kind
King's Lynn Conservancy Board	In-kind
Port of Boston	In-kind
Wells Harbour Commissioners	In-kind
Marine Management Organisation	TBC

Notable exceptions, for financial year 2021/22:

- Fenland District Council - £2,700
- North Norfolk District Council - £2,700
- Water Management Alliance - £306
- Marine Management Organisation – No contribution

## 8.2 In-kind contributions

8.2.1 Eastern Inshore Fisheries and Conservation Authority will make an in-kind contribution by providing a permanent office base for the Partnership Manager.

8.2.2 The King's Lynn Conservancy Board will make an in-kind contribution by providing accommodation for the King's Lynn Joint Advisory Group meetings and office space for the Partnership Manager, as and when required.

- 8.2.3 The Port of Boston will make an in-kind contribution by providing alternative venues for Management Group, Stakeholder Group and Advisory Group meetings, and access to marine craft for site visits (all subject to requirement and availability), or other facilities, as agreed with them.
- 8.2.4 The Wells Harbour Commissioners will make an in-kind contribution by providing accommodation for the North Norfolk Advisory Group meetings, access to marine craft, and their Leisure Users Advisory Committee (all subject to requirement and availability), or other facilities, as agreed with them.
- 8.2.5 In addition to a financial contribution, Water Management Alliance will make an in-kind contribution through access to their conservation staff, conference room and Geographic Information Systems (subject to requirement and availability), or other facilities, as agreed with them.
- 8.3 The contributions set out in subclause 8.1 and 8.2 will be reviewed annually by the Management Group.
- 8.4 Funds carried forward from previous years are to be used at the discretion of the Management Group to ensure the viability of the Partnership.
- 8.5 Annual financial contributions will be made to Norfolk County Council at the start of the new financial year (April).
- 8.6 Norfolk County Council will hold the accounts and will be responsible for invoicing on behalf of the Management Group. The Partnership Manager will be responsible for budget management on behalf of the Management Group.

8.7 Any financial payments legally due to staff, under the Redundancy Payments Act 1965, Employment Protection (Consolidation) Act (as amended by the Trade Union Reform and Employment Rights Act 1993), or other relevant legislation, on termination of employment shall be funded by the Partnership (through reserves) and administered by Norfolk County Council. Costs for public and employer's liability premiums and payments, in the event of industrial injury, should be met in the same way.

## **9. Statutory Duties**

9.1 Nothing in the Memorandum of Agreement shall prejudice or affect any of the Parties signed up to it. This relates to the exercise of their functions, duties, powers, rights, jurisdictions, and obligations conferred, arising or imposed under any legislative provision, enactment, byelaw, or regulation.

9.2 Nothing in the Memorandum of Agreement shall operate as a statutory approval, consent, or licence from any of the Parties to this Agreement.

## **10. Assignment**

10.1 No Party may assign or transfer all, or any part, of its rights or obligations under this Memorandum of Agreement, without prior written consent from the other Parties.

10.2 For the purpose of the Contracts (Rights of Third Parties) Act 1999, nothing in this agreement confers or purports to confer on a Third Party any benefit or right to enforce a term of this Agreement.

## **11. Waiver**

11.1 No failure or delay by the Parties in exercising any right, power or privilege under this Memorandum of Agreement shall impair the same or operate as a waiver of the same. Nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same, or any other, right power or privilege.

11.2 The rights and remedies provided in this Memorandum of Agreement are cumulative and not exclusive of any rights and remedies provided by the law. No waiver will be effective, unless made in writing.

## **12. Data Protection**

Where a Party processes personal data (as defined Under Article 4 of the General Data Protection Regulation, GDPR) on behalf of the Partnership, that Party shall take the appropriate technical and organisational measures, as necessary, to comply with the Data Protection Act 2018. In accordance with data protection principles, personal data must be:

- used fairly, lawfully, and transparently
- used for specified, explicit purposes
- used in a way that is adequate, relevant, and limited to only what is necessary
- accurate and, where necessary, kept up to date
- kept for no longer than is necessary
- handled in a way that ensures appropriate security, including protection against unlawful or unauthorised processing, access, loss, destruction, or damage

## **13. Entire Agreement**



This Memorandum of Agreement shall supersede all previous arrangements or agreements relating to the matters within it.

#### **14. Mutual Assurance**

Each of the Parties undertakes with the others that it has full power and authority to enter into this Memorandum of Agreement.

#### **15. Health & Safety**

In carrying out this Memorandum of Agreement, Norfolk County Council will pay due regard to, and comply with, all relevant health and safety legal obligations. Norfolk County Council shall be solely responsible for the health and safety of the Partnership Manager and other persons employed by them, pursuant to this Memorandum of Agreement.

#### **16. Dispute Resolution**

16.1 All disputes under, or in connection with, this Memorandum of Agreement shall be referred to the Steering Group who will then make recommendations to the Management Group.

16.2 If, within 30 days from referral, the Management Group is unable to resolve the dispute, it shall be referred to the Parties' respective senior Managers or Directors.

16.3 If the Parties' respective senior Managers or Directors are unable to resolve the dispute, it shall be referred to the Centre for Effective Dispute Resolution.

16.4 This procedure shall be binding for all Parties. All negotiations connected with the dispute shall be conducted in confidence, and without prejudice, to the rights of the Parties.

16.5 The Parties shall bear their own costs of the dispute resolution procedure. The costs and expenses of mediation shall be borne equally.

## **17. Insurance**

Norfolk County Council shall insure and maintain insurance against Employer and Public liability to the value of £5,000,000.

## **18. Termination**

18.1 Any of the Parties to this Memorandum of Agreement may reduce or withdraw funding after giving six months' notice, in writing, to the Chief Executives of all the Parties.

18.1.1 In the event that one or more of the Parties gives notice in accordance with subclause 18.1, the Management Group shall convene a meeting as soon as reasonably practicable, to decide if this Memorandum of Agreement should be terminated, and to agree the time scale of such termination.

18.2 In the event of termination of this Memorandum of Agreement, the Partnership will be liable to meet the net costs (after disposal of any assets), through reserves. Any remaining surplus will be returned to the organisations signed up to this Memorandum of Agreement (pro rata). This will be administered by Norfolk County Council.

**19. Variation**

This Memorandum of Agreement may be amended by mutual consent and will be subject to review annually, with any subsequent period of renewal as appropriate.

**Schedule 1. Definition of terms**

- ‘the Parties’ refers to the Parties in this Memorandum of Agreement
- ‘Commencement Date’ is the 6<sup>th</sup> April 2021
- ‘Internal Drainage Boards’ refers to Black Sluice Internal Drainage Board, Water Management Alliance, Welland Deeping Internal Drainage Board, and Witham Fourth Internal Drainage Board
- ‘Advisory Group’ refers to the body of representatives from local interest/user groups, formed to advise the Stakeholder Group

**Schedule 2. Signature of Parties**

**Signed for and on behalf of the .....**

in the presence of:

Witness signature .....

Witness name .....

Witness address .....

Witness occupation .....