1. **UPDATE TO THE MEMORANDUM OF UNDERSTANDING FOR THE WASH AND NORTH NORFOLK MARINE PARTNERSHIP**
(Pages 2 - 26)

BOROUGH COUNCIL OF KING'S LYNN AND WEST NORFOLK

RECORD OF DECISION TAKEN BY OFFICERS UNDER DELEGATED POWERS

This is a record of a decision taken by officers under delegated powers and where necessary taken in consultation with members and officers.

REPORT TITLE:	Update to the Memorandum of Understanding for The Wash and North Norfolk Marine Partnership
OPEN/EXEMPT	Open
LEAD OFFICER	Michael Burton, Principal Planner (Planning Policy)
IS DECISION SUBJECT TO CALL IN?:	NO
DATE OF DECISION:	20th November 2026
DEADLINE FOR CALL IN:	N/A
PRE-SCREENING EQUALITY IMPACT ASSESSMENT COMPLETED:	**YES**/~~NO~~

Delegated Power

Scheme of Delegation September 2026 (Part 3 - Scheme of Delegation as at Sept 2026.pdf):

1.10 Developing and managing external strategic relationships
1.11 Shared services, Partnerships and Joint Working arrangements
5.3 Biodiversity, Local character

Chief Executive and Chief Officers

Day to day management of the process

Decision Taken

The Borough Council is a member of several external strategic relationships and partnerships, including The Wash and North Norfolk Marine Partnership (WNNMP).

From time to time, the Memorandum of Agreement (MoA) for all WNNMP partner bodies (including the Borough Council) needs amending or updating, requiring authorisation by relevant Members and/ or senior officers (as appropriate). Sign-off for the updated MoA by the relevant Members and/ or senior officers is required (appended to this report).

Reasons for the Decision

The Borough Council and WNNMP partners have responsibilities placed on them by the Habitat Regulations to maintain the European Marine Site (EMS) in a favourable conservation status and contribute to the sustainable use/ development of the area. The MoA is necessary to meet our legal obligations regarding The Wash and North Norfolk EMS.

Details of alternative options, if any, considered and rejected.

None – it is a statutory requirement to protect The Wash, a European Marine Site.

Any declarations of interest and details of any dispensations granted in respect of interests (in relation to officers and any Members consulted).

None

List of Background papers

None

Executive Leadership Team Authorisation

Post Held: Chief Executive

Signature [redacted]

Date 19/11/26

Authorisation

Post Held: Assistant Director (Environment and Planning)

Signature [redacted]

Date **12/11/26**

Consultation with members/officers
If the decision is taken following consultation with the members/officers, please give details:

Name of Members/officers consulted: Cllr Sandra Squire (Cabinet Member for Environment and Coastal)

Signed by Member/officer as consulted: [redacted]

Date 20/11/2026

Stage 1 - Pre-Screening Equality Impact Assessment

For equalities profile information please visit Norfolk Insight - Demographics and Statistics - Data Observatory

Name of policy/service/function	THE WASH AND NORTH NORFOLK MARINE PARTNERSHIP – MEMORANDUM OF AGREEMENT 2025-2030			
Is this a new or existing policy/ service/function? *(tick as appropriate)*	New		Existing	✓
Brief summary/description of the main aims of the policy/service/function being screened. Please state if this policy/service is rigidly constrained by statutory obligations, and identify relevant legislation.	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 Conservation of Offshore Marine Habitats and Species Regulations and Conservation of Habitats and Species Regulations 2017 (as amended), to maintain the EMS in a favourable conservation status and contribute to the sustainable use/ development of the area. By working in partnership the Borough Council can discharge this duty in a cost effective manner.			
Who has been consulted as part of the development of the policy/service/function? – new only *(identify stakeholders consulted with)*	WNNMP partners			

Question	**Answer**				
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, for example, because they have particular needs, experiences, issues or priorities or in terms of ability to access the service? Please tick the relevant box for each group. NB. Equality neutral means no negative impact on any group. ***If potential adverse impacts are identified, then a full Equality Impact Assessment (Stage 2) will be required.***		Positive	Negative	Neutral	Unsure
	Age			X	
	Disability			X	
	Sex			X	
	Gender Re-assignment			X	
	Marriage/civil partnership			X	
	Pregnancy & maternity			X	
	Race			X	
	Religion or belief			X	
	Sexual orientation			X	
	Armed forces community			X	
	Care leavers			X	

**For more information on health inequalities please visit The King's Fund*	Health inequalities*			X	
	Other (eg low income, caring responsibilities)			X	

Please provide a brief explanation of the answers above: The MoA relates solely to the Borough Council's statutory obligations to protect European Marine Sites; i.e. the natural environment. It has no social or community implications.		
Question	**Answer**	**Comments**
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?	~~Yes~~ / **No**	The MoA relates solely to the Borough Council's statutory obligations to protect European Marine Sites; i.e. the natural environment. It has no social or community implications.
3. Could this policy/service be perceived as impacting on communities differently?	~~Yes~~ / **No**	
If 'yes' to questions 2 - 3 a full impact assessment will be required unless comments are provided to explain why this is not felt necessary: **Decision agreed by EWG member: ……..**		
4. 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~~ / **No**	**Actions:** None. No implications for any protected group, as identified through the 2010 Equalities Act. **Actions agreed by EWG member: Claire Dorgan**
5. Is the policy/service specifically designed to tackle evidence of disadvantage or potential discrimination?	~~Yes~~ / **No**	**Please provide brief summary:**

Assessment completed by: Name	**Michael Burton**		
Job title	**Principal Planner (Planning Policy)**		
Date completed	**23/10/2026**		
Reviewed by EWG member	**Claire Dorgan**	**Date**	**12/11/2026**

☐✓ **Please tick to confirm completed EIA Pre-screening Form has been shared with Corporate Policy** (corporate.policy@west-norfolk.gov.uk)

The Wash and North Norfolk Marine Partnership

Eighth Memorandum of Agreement

This Agreement is made this day of 2026

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 The Hub, Mareham Road, Horncastle, Lincolnshire, LN9 6PH

(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 4th 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) **Norfolk Wildlife Trust** of Bewick House, 22 Thorpe Road, Norwich, Norfolk, NR1 1RY

(17) **Port of Boston** of Dock Office, Boston, Lincolnshire, PE21 6BN

(18) **Royal Society for the Protection of Birds** of The Lodge, Potton Road, Sandy, Bedfordshire, SG19 2DL

(19) **South Holland District Council** of Council Offices, Priory Road, Spalding, Lincolnshire, PE11 2XE

(20) **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

(21) **Welland and Deepings Internal Drainage Board** of Deeping House, Welland Terrace, Spalding, Lincs, PE11 2TD

(22) **Wells Harbour Commissioners** of Harbour Office, Old Lifeboat House, Wells-next-the-Sea, Norfolk, NR23 1AT

(23) **Witham Fourth Internal Drainage Board** of 47 Norfolk Street, Boston, Lincs, PE21 6PP

1. Recitals

1.1 Following the UK's departure from the European Union (EU) on 31st 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 Marine Protected Area (MPA) Network comprises:

- One Special Area of Conservation (SAC), as designated under 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. These are 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. In 2002, The Wash and North Norfolk Coast Management Scheme (hereinafter referred to as the 'Management Scheme') was prepared and implemented to assist Parties in meeting these obligations.

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 operations will extend beyond the boundaries of the statutory designation, where beneficial to the condition of MPA conservation features and/or progression of work related to the Focus Areas (see subclause 5.2).

1.5 The Partnership will work closely with other local designations, where beneficial to the condition of MPA conservation features and/or progression of work tasks related to the Focus Areas (see subclause 5.2). This will include (but is not limited to):

- the Norfolk Coast National Landscape (managed by Norfolk Coast Partnership, NCP)
- the Peddars Way and Norfolk Coast Path National Trail (managed by the National Trail team within Norfolk County Council)
- the King Charles III England Coast Path National Trail (relevant stretches managed by the National Trail teams within Lincolnshire County Council and/or Norfolk County Council).

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, subclauses 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 five years.

5. Partnership Objectives

5.1 The core 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 the 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 Considering the key pressures facing The Wash and North Norfolk coast, the Partnership has three Focus Areas (summarised below), which provide a framework for the tasks of the Partnership:

I. Nature recovery
   - Habitat recovery, restoration and/or enhancement
   - Invasive species

II. Climate change
   - Emissions
   - Resilience and sustainability

III. Sustainable development

- Tourism
- Business growth
- Planning applications (e.g. offshore wind farms, housing)

5.3 The staff team (see clause 6) will:

- 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 the staff team (Team Leader and Officers)

6.1 The Team Leader and Officers are appointed to oversee the delivery of the Partnership objectives. All staff will be employed by Norfolk County Council and co-financed by the Partnership and Norfolk Coast Partnership (see clause 8).

6.2 Norfolk County Council agree to:

- employ the Team Leader and Officers 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 Team Leader and Officers will work within Norfolk County Council's Environment Service, as part of the Protected Landscapes Team.

6.4 The Team Leader will be line managed by the Protected Landscapes Manager and directed by the Strategy Group. However, the Team Leader will be expected to maintain regular contact with the other Parties to this agreement.

6.5 Officers will be line managed by the Team Leader.

7. Partnership Governance

7.1 Core Management Group

7.1.1 The Core Management Group will discuss and vote on the recommendations put forward by the Strategy Group. Where there is consensus, recommendations will be endorsed.

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

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

7.1.4 The Core 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
- one representative of Norfolk Wildlife Trust

7.1.5 The Parties listed in subclause 7.1.4 will be entitled to one vote, or can delegate their vote to a named substitute, on all issues affecting the Partnership.

7.1.6 Additional officers representing the Parties listed in subclause 7.1.4 are welcome to attend Core Management Group meetings but are not entitled to vote.

7.1.7 Officers representing other Local Authorities and associated Partnerships (not listed in subclause 7.1.4) are welcome to attend (upon invitation) but are not entitled to vote.

7.1.8 The Chair of both the Core Management Group and Strategy Group will be an elected member of the Parties. Elections will occur every five years, at a Core Management Group meeting, in accordance with the renewal of the Memorandum of Agreement.

7.1.9 The Chair of the Core Management Group is not entitled to vote

(organisational representation will be made by another member), unless the vote is split (subclause 7.1.13).

7.1.10 The Vice-Chair of the Core Management Group will be a volunteered member of the Parties. Elections will occur every five years, at a Core Management Group meeting, in accordance with the renewal of the Memorandum of Agreement.

7.1.11 The Vice-Chair of the Core Management Group is entitled to vote (except when acting as Chair, then subclause 7.1.9 applies).

7.1.12 The Core Management Group will be serviced by the Team Leader.

7.1.13 Except for the provisions of subclause 7.1.14 below, any decision, agreement, or approval to be made by the Core Management Group in respect of the Partnership shall be decided by votes taken at a Core 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.

7.1.14 Where any decision, agreement, or approval is to be made by the Core 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 Core 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.

7.1.15 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 Chair of the Core Management Group at least one day before the meeting.

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

7.2 Strategy Group

7.2.1 The Strategy Group will oversee progress on implementing the Partnership objectives, set annual work programmes, and review and report on progress to the Core Management Group (see subclause 7.1).

7.2.2 The Strategy Group will meet three times a year and prior to Core Management Group meetings.

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

7.2.4 The Strategy Group will comprise representatives of the Parties (elected members and/or officers) and other interest parties, including (but not limited) to:

- 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
- Norfolk Wildlife Trust

7.2.5 The Chair of the Strategy Group will be an elected officer of the Parties, with elections occurring every five years, in accordance with the renewal of the Memorandum of Agreement.

7.2.6 The Chair of the Strategy Group will also be the Chair of the Core Management Group (see subclause 7.1). The Chair (of both Groups) will be elected by the Core Management Group, at a Core Management Group meeting, in accordance with subclause 7.1.8.

7.2.7 The Chair of the Strategy Group will act as the public face of the Partnership.

7.2.8 The Vice-Chair of the Strategy Group will be a volunteered member of the Parties, with elections occurring every five years, in accordance with the renewal of the Memorandum of Agreement.

7.2.9 The Vice-Chair of the Strategy Group will also act as the Vice-Chair for the Core Management Group (see subclause 7.1). The Vice-Chair (of both Groups) will be elected by the Core Management Group, at a Core Management Group meeting, in accordance with subclause 7.1.10.

7.2.10 The Strategy Group will be serviced by the Team Leader.

7.2.11 It is anticipated that the members of the Strategy 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.

7.3 Governance overview

Core Management Group

Composition:

- Officers, elected members
- Chaired by an elected member
- Serviced by the Team Leader

Role:

- Accountable under legislation & protocols
- Agrees policy and direction

Meeting Requirements:

- (No less than) twice a year

Strategy Group

Composition:

- Officers, elected members, and other invited parties
- Chaired by an elected member
- Serviced by the Team Leader

Role:

- Responsible for Management Scheme & progress

- Bids for project support within Relevant Authority/other partner organisations
- Sets annual work programme
- Reports to & advises the Core Management Group

Meeting Requirements:

- (Up to) three times a year

8. Financial Arrangements

8.1 The Partnership will be financed through a mixed-sources funding model. To include (but not limited to) annual contributions from the Parties (as set out in subclause 8.2), annual contributions from NCP (as agreed by the NCP CMG), and project funding.

8.2 The Parties of this Memorandum of Agreement will each commit to making an annual contribution to the Partnership, as set out below:

Party	Requested Contribution (£)
Environment Agency	6,760
Natural England	6,760
Borough Council of King's Lynn & West Norfolk	3,650
Boston Borough Council	3,650
Lincolnshire County Council	3,650
Norfolk County Council	3,650
East Lindsey District Council	3,650
South Holland District Council	3,650
Fenland District Council	3,650
North Norfolk District Council	3,650
Defence Infrastructure Organisation	676
Lincolnshire Wildlife Trust	676
Norfolk Wildlife Trust	676
Royal Society for the Protection of Birds	676
Black Sluice Internal Drainage Board	414
Welland and Deeping Internal Drainage Board	414

Witham Forth Internal Drainage Board	414
Water Management Alliance	364
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	Under review

8.3 In-kind contributions

8.3.1 Eastern Inshore Fisheries and Conservation Authority will make an in-kind contribution by providing a permanent office base for the Team Leader and/or Officers.

8.3.2 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 Team Leader and/or Officers, as and when required.

8.3.3 The Port of Boston will make an in-kind contribution by providing accommodation for the Lincolnshire Advisory Group meetings, access to marine craft for site visits (subject to requirement and availability), and other facilities, as agreed.

8.3.4 The Wells Harbour Commissioners will make an in-kind contribution by providing accommodation for the North Norfolk Advisory Group meetings, access to marine craft (subject to requirement and availability), and other facilities, as agreed.

8.3.5 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), and other facilities, as agreed.

8.4 The contributions set out in subclauses 8.1 - 8.3 will be reviewed annually by the Core Management Group.

8.5 All Parties of this agreement respect conditions specified in Termination clause 18.

8.6 Norfolk County Council will hold the accounts and will be responsible for invoicing for financial contributions on behalf of the Core Management Group.

8.7 Annual financial contributions from the relevant Parties (as set out in subclause 8.2) will be made to Norfolk County Council at the start of the new financial year (April).

8.8 The Protected Landscapes Manager will be responsible for managing the Partnership budget on behalf of the Core Management Group.

8.9 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 Team Leader, Officers, 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 Strategy Group who will then make recommendations to the Core Management Group.

16.2 If, within 30 days from referral, the Core 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

The Parties shall insure and maintain their own insurance against Employer and Public Liability. Norfolk County Council shall insure and maintain insurance against Employer and Public Liability, to the value of £5,000,000, for the Team Leader and other persons employed by them, pursuant to this Memorandum of Agreement.

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 Core 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 6th April 2025
- ‘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 Strategy Group

Schedule 2. Signature of Parties

Signed for and on behalf of the Borough Council of King’s Lynn and West Norfolk….

in the presence of:

Witness signature ……

Witness name ……

Witness address ……

Witness occupation ……