

**THIS AGREEMENT** is dated [DATE]

## **PARTIES**

- (1) **FLAGSHIP GROUP LIMITED** of 31 King Street, Norwich, Norfolk, NR1 1PD (“**the Association**”)
- (2) **BRECKLAND DISTRICT COUNCIL** of Elizabeth House, Walpole Loke, Dereham, Norfolk NR19 1EE (“**the Council**”)
- (3) **NORFOLK COUNTY COUNCIL** of County Hall, Martineau Lane, Norwich, NR1 2DH (“**the County Council**”)

The Association is the registered proprietor of part of the land and dwellings, garages and amenity areas known as the Abbey Estate, Thetford (“**the Estate**”).

## **1. BACKGROUND**

- 1.1 Following the Association’s engagement work with their customers, the parties have agreed to work together in a spirit of mutual co-operation and collaboration to create meaningful change and improvements to the Estate.
- 1.2 The parties wish to record the basis on which they will collaborate with each other.

## **2. KEY OBJECTIVES FOR THE PROJECT**

- 2.1 The parties want to create meaningful change and enhance the Estate (including open space) to attempt to achieve the following key objectives:
  - (a) Create places where people want to live.
  - (b) Develop thriving communities.
  - (c) Create safe, inclusive environments.
  - (d) Positively affects the environment to achieve improvements to deprivation indices.
  - (e) Actively promotes Thetford as a destination of choice.
  - (f) Encourages economic investment and growth in Greater Thetford – enhancing opportunities for employment and prosperity;

Collectively the (**Key Objectives**).

## **3. PRINCIPLES OF COLLABORATION**

The parties agree to adopt the following principles when seeking to achieve (**Principles**):

- (a) collaborate and co-operate;

- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities as things progress;
- (c) be open. Communicate openly about concerns, issues or opportunities;
- (d) recognise the complexity and external funding requirements of delivery and work collaboratively to identify solutions, mitigate risk and reduce cost;
- (e) act in a timely manner. Recognise the time-constraints and respond accordingly to requests for support;
- (f) manage stakeholders effectively;
- (g) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU;
- (h) act in good faith to support achievement of the Key Objectives and compliance with these Principles.

#### **4. PROJECT GOVERNANCE**

4.1 The parties have formed a group to try and further the Key Objectives (“Steering Group”). The parties will ensure that their representatives on the Steering Group are committed to the Principles and furthering the Key Objectives.

4.2 The Steering Group will:

- (a) Provide strategic leadership– providing direction, scrutiny and timely intervention across areas of influence;
- (b) Ensure alignment of vision – consolidating views/coordinating activities across organisations/agencies to galvanise a shared vision of the estate, and Greater Thetford;
- (c) Enable progression – aligning projects and ensuring the Abbey is prioritised where possible, to sustain momentum and delivery.

#### **5. INTELLECTUAL PROPERTY**

5.1 The parties intend that any intellectual property rights created in the course of developing the Key Objectives shall vest in the party whose employee created them (or in the case of any intellectual property rights created jointly by employees of both parties in the party that is lead party for the part that the intellectual property right relates to).

5.2 Where any intellectual property right vests in either party in accordance with the intention set out in clause 5.1 above, that party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the achieving the Key Objectives.

**6. PARTIES COMMITMENTS**

6.1 The Association commits to be generally committed to the delivery of the Key Objectives and to provide its resources in the form of staff, land, money and any other resources as it sees fit to further the Key Objectives. It will be responsible for delivery and ensure there is effective communication and consultation with residents, seeking their input on any plans.

6.2 The Council as a key strategic partner of the Association commits to support the Principles and to work collaboratively with both parties to further the Key Objectives providing resources and assistance as it sees fit. The Council is committed to assisting the Association where possible in the delivery of the Key Objectives.

6.3 The County Council a key strategic partner of both the Council and the Association and supports the delivery of the Key Objectives. It is committed to supporting the Key Objectives and Principles of collaboration to help jointly deliver the Key Objectives.

**7. TERM AND TERMINATION**

7.1 This MoU shall commence on the date of signature by all three parties and shall terminate by the written agreement of all of the parties.

**8. VARIATION**

This MoU may only be varied by written agreement of all the parties.

**9. STATUS**

9.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.

9.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party as the agent of any other party, nor authorise any of the parties to make or enter into any commitments for or on behalf of any other party.

**10. GOVERNING LAW AND JURISDICTION**

This MoU shall be governed by and construed in accordance with English law and, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

EXECUTED by affixing the common seal of  
FLAGSHIP GROUP LIMITED:

In the presence of

Authorised Signatory: .....

Authorised Signatory: .....

EXECUTED [or signed] by  
BRECKLAND DISTRICT COUNCIL

by: .....  
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EXECUTED [or signed] by  
NORFOLK COUNTY COUNCIL

by: .....  
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