

**MEMORANDUM OF UNDERSTANDING
WITH
NORWICH CITY FOOTBALL CLUB**

In January 2018 the Trust became only the second Supporters Trust in English football to agree and sign a Memorandum of Understanding with its club.

The document, shown in full below, is a statement of shared intent to have regular dialogue and consultation on a range of issues relating to the running of the Club and its relationship and communications with its fans.

This is the culmination of a great deal of hard work on both sides and provides a blueprint for our future role as a “critical friend” to the Club:



MEMORANDUM OF UNDERSTANDING BETWEEN NORWICH CITY FOOTBALL CLUB AND THE CANARIES TRUST

Parties

The parties to this Memorandum of Understanding are:

1. Norwich City Supporters Society Limited (also known as Canaries Trust), a community benefit society registered with the Financial Conduct Authority (FCA) with Register No: 29351 R and whose registered address is 8 Saint Philips Road, Norwich, NR2 3BL ("the Trust").
2. Norwich City Football Club plc, a company incorporated in England and Wales under number 154044, and whose registered address Carrow Road, Norwich, NR1 1JE ("the Club"). singularly, a "Party" and together, the "Parties".

Introduction

- a) The Club is a professional football club which is currently a member of the English Football League (the "EFL") and is affiliated to the Football Association (the "FA");
- b) The Trust is a community benefit society and it is a shareholder in the Club. Its members are shareholders of the Trust and are fans of the Club.
- c) Since its creation in 2002 the Trust has developed a successful relationship as a critical friend of the Club and has held meetings with the Club's owners, Chief Executives and senior officials to discuss issues of concern.
- d) The Parties to this Memorandum of Understanding agree and acknowledge that their current relationship meets the requirements introduced by the Premier League and the EFL in 2016, however the Parties would like to develop further improvements to supporter engagement.
- e) The Parties have therefore agreed upon the following, non-binding, terms as a means of recording their existing relationship and aiming to build upon it.


The Trust will:

- a) Offer an open and affordable membership to any supporter of the Club.
- b) Ensure it remains properly incorporated with constituted democratic procedures and governance structure, filing annual returns with the FCA.
- c) Use its constitution to co-opt supporter groups with specific interests and concerns.
- d) Consult with its membership regularly on issues of importance particularly ahead of structured dialogue meetings with the Club.
- e) Be represented by people who understand their role as democratically elected representatives acting on behalf of supporters.
- f) Respect other existing communication and supporter dialogue structures that exist between supporters and the Club, for example Proud Canaries on issues of inclusivity and Barclay End Norwich on Stadium atmosphere and safe standing.

The Club will:

- a) Provide a suitable level of financial information split into appropriate categories and with a level of detail that builds trust and understanding of how the Club is being run, without compromising the Club's position in a competitive market or revealing confidential information such as undisclosed transfer fees or individuals' salary details.
- b) Use the structured dialogue format to consult about significant decisions such as any permanent ground move or change to the culture of the club, as further outlined at 1.2 below.
- c) Use the meetings to discuss wider league/national consultation that will affect supporters.
- d) Take the opportunity to discuss any meaningful potential ownership changes in advance of such changes happening.
- e) Not exclude individuals without good reason.
- f) Send suitable senior Club representatives who have the appropriate knowledge of the Club and decision-making authority to meetings with the Trust.

Both parties will:

- a) Agree agenda items in a timely manner, circulating sufficient supporting information to be read ahead of the meeting.
 - b) Respect that some items may be sensitive and deemed confidential, with an agreed protocol about how they should be reported.
 - c) Publish minutes agreed by both Parties in a timely coordinated manner, subject to the agreed parameters at b) above.
 - d) Share key contact information including roles and decision-making powers.
 - e) Ensure the meeting is 'structured' so that any topics that either Party wants to discuss can be debated in an appropriate environment.
 - f) Confirm agreement to the terms contained in this Memorandum of Understanding.
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Terms

1. The Club

1.1 The Club agrees to meet with the Trust on a regular basis. It is envisaged that these meetings will be held not more than four times per year, and are in addition to the Annual Supporters Group meeting and Club Consultative Meetings, acknowledging that such meetings will be subject to the Club's first team schedule, business commitments and the availability of the Club's key staff. However, the Club recognises that there may be occasions where additional ad-hoc meetings with the Trust may need to be convened and that minimum consultative requirements from the EFL/Premier League may change in future.

1.2 At these meetings, the Club will discuss with the Trust (and where possible, provide non- confidential documents relating to the same) on matters including:

(a) Any significant decisions of the Club, including any proposals to:

- Relocate its facilities;
- Change historic and cultural aspects of the Club; such as, but not limited to, changing the Club colours and Badge or breaking existing charitable community links like Norwich City Community Sports Foundation.

(b) the Club's key commercial plans, including ideas from the Trust as to how the Club could improve:

- catering facilities at Carrow Road;
- the atmosphere at Carrow Road;
- the engagement of the diversity of fans at Carrow Road.

(c) matters raised by the Government, the FA, the EFL (or Premier League, where applicable) or national supporters' bodies which are of relevance to the Club and/or the Parties.

1.3 The Club shall ensure that its meetings with the Trust are attended by members of its management board (including the Managing Director, when available) and senior Club staff, as are appropriate, to address matters included on the meeting agenda.

2. The Trust

2.1 The Trust agrees and acknowledges that:

(a) a relationship of trust has been redeveloped between the Parties.

(b) the Trust may become, by accident or design, privy to Confidential Information from within the Club and undertakes that, should this be the case, it will not (and will procure that its members do not) disclose such Confidential Information to any third party.

(c) the Trust shall not be entitled to disclose any Confidential Information, or allude to it, without the express written permission of the Club.

(d) if the Trust discloses any Confidential Information without the Club's express written consent, it will fundamentally damage the relationship of trust between the Parties, such that the Club will no longer engage with the Trust in the same capacity as is envisaged by this Memorandum of Understanding.

2.2 The Trust shall ensure that for scheduled or emergency meetings with the Club:

(a) seven days before the agreed date it will submit a proposed written agenda, setting out the items which the Trust proposes to raise at the meeting and the names of those attending the meeting.

(b) it nominates one person at each meeting to take accurate notes of the matters discussed (save where the Club asks the Trust not to record any confidential or sensitive matters).

(c) any attendees on behalf of the Trust recognise they are representing the views of the Trust or, on specialist issues, have the support of the Trust.

(d) it sends to the Club a draft of any meeting notes which the Trust proposes to publish and agrees the content of any such notes with the Club prior to publication.

(e) it consults with the Club about and agrees any external media/social media dissemination of minutes.

Each party hereby confirms its agreement to the terms contained in this memorandum of understanding.

Signed on behalf of Norwich City Supporters Society Limited:

Name: Robin Sainty

Position: Chairman

Date: 1st February 2018

Signed on behalf of Norwich City Football Club plc:

Name: Steve Stone

Position: Managing Director

Date: 1st February 2018

