



**THIS MEMORANDUM OF UNDERSTANDING** is dated 3 May 2025

**BETWEEN:**

- (1) **NORWICH CITY FOOTBALL CLUB PLC**, a public limited company registered in England and Wales with company number 00154044, whose registered office is at Carrow Road, Norwich NR1 1JE (the "**Club**"); and
- (2) **NORWICH CITY SUPPORTERS' SOCIETY LIMITED**, a registered society in England and Wales with registration number IP29351R, whose registered address is at 1 Bircham's Yard, Reepham, Norwich NR10 4JN (the "**Trust**"),

together referred to below as the "**parties**" and singularly as a "**party**".

**BACKGROUND:**

- (A) The Club is a professional association football club affiliated to The Football Association.
- (B) The Trust is the Club's official supporters trust and one of its largest shareholders.
- (C) The parties are subject to a memorandum of understanding dated 1 February 2018, which the parties have agreed to replace with this memorandum of understanding to reflect the current nature of their relationship.
- (D) The parties agree that the memorandum of understanding is not legally binding.

**IT IS AGREED AS FOLLOWS:**

**1. Structured dialogue**

- 1.1. The Club's Executive Director (or equivalent from time to time) will meet with the Trust's Chairperson quarterly to discuss matters of strategic importance to the Club and/or the Trust. Further meetings and/or conversations may also take place between them from time to time as and when reasonably required.
- 1.2. The Club's Head of Supporter Engagement (or equivalent from time to time) will also meet with representatives of the Trust on a quarterly basis to discuss matters of strategic importance to the Club and/or the Trust. In respect of any such meeting:
  - (a) the Trust will provide the Club with a list of questions which have been raised with the Trust by its members and/or supporters of the Club;
  - (b) the Club will provide its responses to those questions; and
  - (c) the Trust will publish the questions and responses on its website and/or other channels.
- 1.3. In addition to the regular meetings envisaged by clauses 1.1 and 1.2, the Club and the Trust shall liaise with one another as and when necessary, via the Club's Head of Supporter Engagement (or equivalent from time to time).
- 1.4. The Club and the Trust may mutually agree to change the format of their structured dialogue should they so wish.
- 1.5. The matters to be discussed between the Club and the Trust shall include but not be limited to:

- (a) matters related to supporter engagement and the matchday experience e.g. facilities, atmosphere, diversity and inclusion;
- (b) matters related to the Club's heritage assets e.g. name, colours, crest, stadium name and location;
- (c) matters related to the football governance e.g. the Independent Regulator for Football;
- (d) matters related to the Club's women's teams; and
- (e) matters related to charitable and other initiatives e.g. Trust fundraising, the Community Sports Foundation and sustainability matters.

1.6. The Trust shall be entitled to have one representative on the Club's official supporter panel. The individual appointed by the Trust to act as its representative shall sit as a panel member for no more than two years, following which they shall be replaced by another representative of the Trust, in line with the official supporter panel's rules for rotation of panel members.

## **2. The Trust**

2.1. The Trust shall:

- (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 Financial Conduct Authority;
- (c) use its influence to represent the interests of the Club's small shareholders;
- (d) co-opt supporter groups with specific interests and concerns;
- (e) consult with its membership regularly on issues of importance particularly ahead of structured dialogue meetings with the Club;
- (f) be represented by people who understand their role as democratically elected representatives acting on behalf of supporters; and
- (g) respect other existing communication and supporter dialogue structures that exist between supporters and the Club.

2.2. The Trust will provide the Club with a draft of any statement, meeting notes or similar publications relevant to the relationship between the parties sufficiently in advance of publication.

2.3. The Trust acknowledges that the Club may share confidential information with it from time to time. The Trust undertakes that it will not, and will procure that its representatives do not, disclose any such confidential information to any person other than those members of the Trust's board who need to know such information. If any confidential information is disclosed in breach of this clause, the Club shall be entitled to terminate this Agreement with immediate effect.

## **3. The Club**

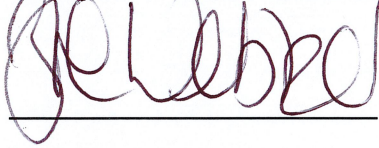
3.1. The Club shall:

- (a) where appropriate, consult with the Trust regarding matters of strategic importance to the Club;
- (b) where appropriate, notify the Trust of proposed decisions of significant interest to the Club's supporters; and

(c) where appropriate, provide the Trust with information and documentation regarding the Club's activities.

Each party hereby confirms its agreement to the terms contained in this Memorandum of Understanding.

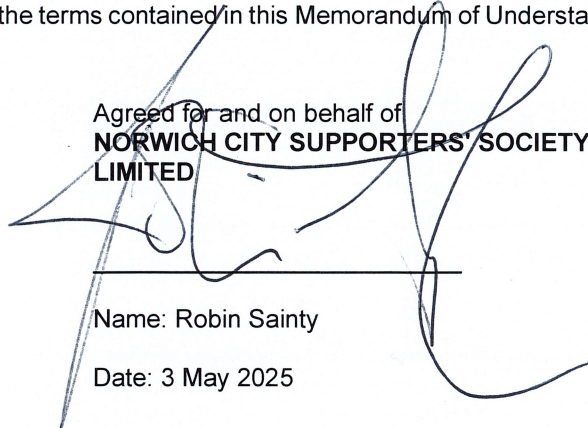
Agreed for and on behalf of  
**NORWICH CITY FOOTBALL CLUB PLC**



Name: Zoe Webber

Date: 3 May 2025

Agreed for and on behalf of  
**NORWICH CITY SUPPORTERS' SOCIETY  
LIMITED**



Name: Robin Sainty

Date: 3 May 2025