

DATED

MEMORANDUM OF UNDERSTANDING

between

Oxfordshire County Council

and

Oxford United Football Club Limited

This memorandum of understanding is dated [DATE]

Parties

- (1) **Oxfordshire County Council** of County Hall, New Road, Oxford OX1 1ND (**OCC**)
- (2) **Oxford United Football Club Limited** of The Kassam Stadium, Grenoble Road, Oxford, OX14 4XP (**OUFC**)

1. Background

- 1.1 OUFC wish to construct a football stadium (**Scheme**) to provide a new, permanent home for OUFC. OCC and OUFC wish to work together to explore the potential for the site owned by OCC to the east of Frieze Way / south of Kidlington roundabout and known as “the Triangle” to be utilised for the Scheme (**Project**).
- 1.2 The parties wish to record the basis on which they will collaborate with each other on the Project. This Memorandum of Understanding (**MoU**) sets out:
 - (a) the key strategic priorities; and
 - (b) the principles of collaboration

2. Key Priorities for the Project

- 2.1 The parties shall undertake the Project with a view to achieving the key strategic priorities set out in ANNEX A to this MoU (**Key Strategic Priorities**).
- 2.2 The parties acknowledge that the Key Strategic Priorities reflect the requirements set out by OCC’s Cabinet at its meeting on 24 January 2023 as needing to be met by the Scheme if OCC make any formal decision to lease or dispose of the Triangle to OUFC.
- 2.3 In addition to (and with a view to supporting) the Key Strategic Priorities, the parties acknowledge that:
 - (a) Any final agreement between the parties would need to be underpinned by terms that achieve community benefit and retain OCC’s reasonable long-term restrictions over the size and scale of the Scheme that is developed in the Triangle (**Objective**). The purpose of this is solely to ensure that the Key Strategic Priorities are addressed;
 - (b) OCC will seek stakeholders’ views regarding the extent to which the Objective has been met ahead of any final decision being taken by OCC’s Cabinet. The final decision will be taken by Cabinet in a public meeting; and

- (c) Whilst OCC has proceeded on the assumption that a lease would be the most likely way of satisfying the Objective, the sale of the Triangle may be considered if the Objective could be met and maintained over the long term.

3. Principles of collaboration

3.1 The parties agree to adopt the following principles when carrying out the Project (Principles):

- (a) collaborate and co-operate. Recognise that development and location of the proposed stadium is not without contention and both parties will seek to engage stakeholders and promote debate and discussion that is both constructive and respectful. Attempt to resolve any disagreements or differences of opinion constructively utilising a third party if required;
- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
- (c) be open and honest. Communicate openly about major concerns, issues or opportunities relating to the Project, approaching all discussions with a spirit of honesty, openness and transparency, sharing information freely to progress the Project;
- (d) learn, develop and seek to achieve full potential. Share information and experience, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce costs associated with the Project;
- (e) adopt a positive outlook. Behave in a positive, proactive manner;
- (f) adhere to statutory requirements and best practice. Recognising that OCC, being subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, may need to disclose information about the Project and/or this MOU without consulting or obtaining consent from OUFC.
- (g) act in a timely manner. Recognise the time-critical nature of the Project and work constructively to progress the Project within an agreed timeframe (recognising also that the planning process will inevitably have an impact on the timeframe);
- (h) manage stakeholders effectively. Undertaking community and stakeholder engagement. For OUFC this will ensure community views are taken into account as part of the Project and for OCC this will help assess the extent to which the Key Strategic Priorities have been met;
- (i) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to work on the Project; and

- (j) act in good faith to support achievement of the Key Strategic Priorities and the Objective in compliance with these Principles.

3.2 In the spirit of collaboration, OUFC agrees that it will not seek planning permission for the Scheme without the consent (not to be unreasonably withheld or delayed) of OCC, prior to the final decision being taken by OCC's Cabinet.

3.3 The parties recognise that the role of planning authority sits with Cherwell District Council and shall ensure that communications and engagement undertaken do not impact on this process. It is noted that planning engagement with the planning authority will be undertaken by OUFC as the Scheme developer, not by OCC as land owner.

4. Escalation

4.1 If either party has any issues, concerns or complaints about the Project, or any matter in this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the parties may agree to jointly instruct a third party to facilitate resolution of the matter.

5. Intellectual property

5.1 The parties intend that any intellectual property rights created in the course of the Project 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 for the part of the Project (as shall be agreed beforehand) 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 6.1 above, that party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the Project.

6. Term and termination

6.1 This MoU shall commence on the date of signature by both parties and shall expire on completion of the Project.

6.2 Either party may terminate this MoU by giving at least one months' notice in writing to the other party at any time.

6.3 If a final agreement is reached to lease or dispose of the Triangle to OUFC for the purposes of the Scheme, those arrangements and agreements will replace this MOU and the MOU will automatically terminate.

7. Variation

This MoU, including the Annexes, may only be varied by written agreement of the parties.

8. Charges and liabilities

8.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

8.2 Both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

9. Matters beyond the scope of the MOU

The parties acknowledge the following:

(a) OUFC may wish to seek the views and advice from OCC transport and highway officers with regards to the proposed Scheme and that relationship falls outside of this MOU. OCC, in its role of highway authority, retains the right and duty to comment on the Scheme as part of any planning process.

(b) The commercial viability and plans of OUFC are outside the scope of the Project and OCC is not inclined to support additional enabling development that is not aligned to the Key Strategic Priorities. Noting that OCC's participation in the Project is predicated on supporting and recognising the community role, legacy and heritage of OUFC, OCC is not offering financial support to OUFC for the Scheme or the running of OUFC

10. Status

10.1 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.

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

11. Governing law and jurisdiction

This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 5, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of OCC

Signature:

Name:

Position:

Signed for and on behalf of OUFC

Signature:

Name:

Position:

ANNEX A The Key Strategic Priorities

- maintain a green barrier between Oxford and Kidlington
- improve access to nature and green spaces
- enhance facilities for local sports groups and on-going financial support
- significantly improve the infrastructure connectivity in this location, improving public transport to reduce the need for car travel in so far as possible, and to improve sustainable transport through increased walking, cycling and rail use
- develop local employment opportunities in Oxfordshire
- increase education and innovation through the provision of a sports centre of excellence and facilities linked to elite sport, community sport, health and wellbeing
- support OCC's net zero carbon emissions pledge through highly sustainable development