

**MEMORANDUM OF UNDERSTANDING for a
CONCORDAT ARRANGEMENT FOR MANAGEMENT OF PADDLESPORT
OPERATIONS AT UPPER GLAS-Y-BONT COMMON**

between ('the Parties')

POWYS COUNTY COUNCIL ('the Council')

whose office is at Powys County Hall, Spa Road East, Llandrindod Wells, Powys LD1 5LG

and

SOUTH WALES OUTDOOR ACTIVITY PROVIDERS GROUP ('SWOAPG')

whose office is at Bryn Bolgoed, Libanus, Brecon LD3 8EP

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Interpretation

In this document the following terms have these specific meanings:

Affiliation Arrangement	An arrangement agreed between a Signatory and SWOAPG which defines how the terms of the Concordat will be applied to the Signatory's subsidiaries or constituent members (for example a national Paddlesport Association or Voluntary Association entering into the Concordat on behalf of its constituent members, clubs, units, etc.)
MOU	This Memorandum of Understanding
Paddle-craft	Canoes, kayaks, paddleboards or similar craft propelled or steered by paddles held in the hand (including those which are inflatable, but <u>excluding</u> rowing-boats propelled or steered by oars, rafts, craft improvised from various materials or those propelled by means of a motor or towed by a motor-boat)
Paddlesport	Activity conducted on the river using paddle-craft
Paddlesport Operations	Paddlesport conducted by a Paddlesport Operator
Paddlesport Operator	Organised group, organisation or business conducting Paddlesport on the River (for the avoidance of doubt, this is intended to cover all Paddlesport activity by commercial, educational, military and voluntary entities which is being guided by a designated leader, whether paid or voluntary; and all craft hired for Paddlesport)
Stakeholder Consultative Group	A group established by the Council comprising representatives of a range of local stakeholders having an interest in activities on the River
SWOAPG	South Wales Outdoor Activity Providers Group
The Bont	Upper Glas-y-Bont Common, Glasbury-on-Wye
The Concordat	The arrangement set out in this MOU for management by the Council and SWOAPG of Paddlesport Operations at Upper Glas-y-Bont Common
The Council	Powys County Council
The River	The stretch of the River Wye between its confluence with the Llynfi at Glasbury-on-Wye and the public access at 'The Gliss', Hay-on-Wye
The Rules and Code of Conduct	Rules and a Code of Conduct for Paddlesport Operations at The Bont being conducted under the terms of the Concordat
The Signatories	SWOAPG Members who have agreed to the terms of the Concordat
The Wye Paddlesport Advisory Group	A group established by SWOAPG comprising representatives of a wide range of Paddlesport Operators, whose purpose shall be to advise SWOAPG's Board of Directors, Steering Group and Members on matters affecting Paddlesport Operations on the River Wye in Wales, including the Concordat arrangements.

1. Introduction

- 1.1. The purpose of this Memorandum of Understanding ('**MOU**') is to establish arrangements for a Concordat ('**the Concordat**') between the Council and SWOAPG to enable management of Paddlesport Operations at '**the Bont**' (Upper Glas-y-Bont Common, Glasbury on Wye).
- 1.2. The purpose of the Concordat is to safeguard the long-term use of the Bont as a launching and landing venue for Paddlesport Operators while balancing this use with wider environmental, legal, community and health and safety constraints and requirements faced by the Council.

2. Status

- 2.1. This MOU is a statement of the parties' shared intention to work together in a spirit of co-operation, transparency and mutual accountability in pursuance of the matters outlined herein.
- 2.2. Save for this clause and clauses A.1 [Intellectual Property], A.2 [Confidentiality], A.4 [Data Protection], A.5 [Freedom of Information], A.6 [Term & Termination] this MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU.
- 2.3. 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 any of the parties to make or enter into any commitments for or on behalf of the other party.
- 2.4. Nothing in this Concordat is intended nor shall be deemed to create any new rights of access or use, or to revoke or amend any existing rights of access or use of the Bont or the River Wye, either public or private, by the Signatories.
- 2.5. Nothing in or arising from this Concordat shall override the statutory duties and responsibilities of either party.
- 2.6. The Concordat shall apply to Paddlesport Operators who are either:
 - a) SWOAPG Members who have agreed to the terms of the Concordat; or
 - b) subsidiaries or constituent members of a SWOAPG Member that has agreed with SWOAPG an Affiliation Arrangement relating to the Concordat.

Such SWOAPG Members shall each be considered as signatories to the Concordat arrangements ('**the Signatories**').

3. Financial Resources

- 3.1. Each party shall be responsible for meeting the costs of delivery of their own responsibilities, except where grant funding may occasionally be made available by the Council to support SWOAPG in fulfilling its responsibilities.
- 3.2. SWOAPG may raise such funds as may be required for it to recover its costs in fulfilling its responsibilities; whether by subscriptions or fees charged to Signatories, by grant funding or by other means; and shall be prepared to demonstrate to the Council that any fees charged or funds raised are proper and reasonable.

4. Key Requirements and Responsibilities

- 4.1. The Parties agree to work together to:
 - a) take equal ownership in the Concordat, be responsible for managing and mitigating any risks or issues that may arise; and address in a timely manner any issues or concerns that could be a risk to delivery of the Concordat;
 - b) develop and disseminate Rules and a Code of Conduct ('**the Rules and Code of Conduct**') for Paddlesport Operations at The Bont and amend these as required from time-to-time, in consultation with Paddlesport Operators and other key stakeholders including riparian and fishery owners and Natural Resources Wales;

- c) ensure that the Signatories adhere to the Rules and Code of Conduct;
- d) establish and manage appropriate enforcement processes;
- e) provide sufficient commitment and resource to deliver the objectives of the Concordat;
- f) seek and take advantage of funding opportunities that may present themselves from time to time to support continued management of these arrangements; and
- g) provide management and oversight – including the maintenance of appropriate records – to ensure the Concordat meets agreed objectives and compliance with environmental, financial audit, procurement and data protection requirements.

4.2. As the landowner for the Bont, the Council shall, inter alia:

- a) permit access by the Signatories for Paddlesport Operations at The Bont in accordance with the Rules and Code of Conduct;
- b) indemnify SWOAPG against any claims in respect of the Concordat that might arise from third parties [wording to be reviewed by Council legal team];
- c) liaise with external stakeholders including but not limited to local community representatives and other river user groups;
- d) provide SWOAPG with such information as may be necessary to establish and agree the Rules and Code of Conduct;
- e) endeavour in the Code of Conduct and Rules to impose the 'least restrictions needed' to fulfil the Council's duties and obligations; and
- f) maintain access for vehicles to unload and load equipment and participants adjacent to The Bont.

4.3. For its part, SWOAPG shall, inter alia:

- a) ensure that all the Signatories have agreed to abide by the Rules and Code of Conduct as amended from time to time and have fulfilled any necessary requirements set down therein;
- b) produce, maintain and disseminate information resources and/or training material to inform the Signatories and their clients about how to comply with the requirements of the Rules and Code of Conduct;
- c) ensure that all the Signatories conducting Paddlesport Operations at The Bont have been informed and/or trained appropriately in how to comply with the requirements of the Rules and Code of Conduct;
- d) maintain communication channels with the Signatories and notify them about changes to the Rules and Code of Conduct and other messages relating to Paddlesport Operations at The Bont when required; and
- e) regularly and on request provide details of all current signatories to the Council.

5. Concordat Management

- 5.1. Routine administrative decisions and activity relating to the development and operation of the Concordat arrangements shall be conducted by Officers of the Council and the SWOAPG Coordinator.
- 5.2. Significant changes proposed to the Concordat arrangements which exceed the authority of the SWOAPG Coordinator shall be referred for agreement to the SWOAPG Steering Group, SWOAPG Board of Directors or SWOAPG General Meeting as appropriate.
- 5.3. To support its internal decision-making, SWOAPG shall establish and maintain a **'Wye Paddlesport Advisory Group'** comprising representatives of a wide range of Paddlesport Operators, whose purpose shall be to advise SWOAPG's Coordinator, Board of Directors, Steering Group and Members on matters affecting Paddlesport Operations on the River Wye in Wales, including the Concordat arrangements. While this group shall not have any decision-making authority, SWOAPG shall take due account of recommendations made by it in designing and

operating the Concordat arrangements, including investigation of transgressions where appropriate.

- 5.4. The Council shall establish and maintain a [Name TBC] (the ‘**Stakeholder Consultative Group**’) comprising representatives of a range of local stakeholders having an interest in activities on the River, including SWOAPG; and shall keep this group informed, consult it on significant proposed changes and take due account of its recommendations in designing and operating the Concordat arrangements.

6. Enforcement

- 6.1. The Council shall be responsible for enforcing the Concordat arrangements and shall:
- a) support the investigation and resolution of alleged transgressions by:
 - (i) informing SWOAPG and sharing evidence of any transgressions that have been reported to the Council by third parties and allowing the opportunity for investigation by SWOAPG;
 - (ii) investigating properly in conjunction with SWOAPG the facts of any alleged ‘significant transgressions’ and allowing the alleged transgressors the opportunity to take remedial action before taking formal enforcement action;
 - (iii) consulting where appropriate the Stakeholder Consultative Group for further information or advice on the facts and potential impact of any transgressions; and
 - b) undertake formal enforcement action where necessary and reserve the right to deny permission to conduct Paddlesport Operations at The Bont to individual Paddlesport Operators who are agreed to have committed significant transgressions.
- 6.2. SWOAPG shall support the Council in enforcing the Concordat arrangements and shall:
- a) Encourage the Signatories to work together to ‘self-police’ the arrangement and to report transgressions to SWOAPG for consideration and further investigation; and
 - b) support the investigation and resolution of alleged transgressions by:
 - (i) investigating all transgressions whether reported direct to SWOAPG or to the Council;
 - (ii) allowing alleged transgressor(s) the opportunity to respond to accusations and where appropriate take remedial action;
 - (iii) dealing informally with ‘minor transgressions’ where the conduct of one or more Paddlesport Operators may have breached the Rules and Code of Conduct but does not undermine the continued effective operation of this Concordat; and
 - (iv) providing information to and sharing evidence with the Council to enable them to deal with ‘significant transgressions’ where the conduct of one or more Paddlesport Operators could undermine the continued effective operation of this Concordat (by for example transgressing repeatedly without implementing remedial actions).

7. Review

- 7.1. Officers of the Council and appropriate representatives from SWOAPG, including the Coordinator and one or more Director(s) or their nominees shall:
- a) review this Concordat formally on an annual basis (or more frequently as agreed between them) to review its continued operation and to promote understanding and raise awareness of each other’s concerns; and
 - b) consult with each other as appropriate about developments with potential impact on each other’s interests.

8. Escalation

- 8.1. If either party has any issues, concerns or complaints about the Concordat, 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 matter shall be escalated to the Council’s Head of Service and the SWOAPG Board of Directors (or their nominated representatives), who shall decide together on the appropriate course of action to take.
- 8.2. If any party receives any formal inquiry, complaint, claim or threat of action from a third party in relation to the Concordat (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000), the matter shall be promptly referred to the Council’s Head of Service and the SWOAPG Board of Directors (or their nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Concordat, without the prior approval of the Council’s Head of Service and the SWOAPG Board of Directors (or their nominated representatives).

9. Standard Terms

- 9.1. The parties agree to comply with the ‘Standard Terms’ set out in Annex A covering the areas of:
- a) Intellectual Property (clause A.1);
 - b) Confidentiality (clause A.2);
 - c) Conflict of Interest (clause A.3);
 - d) Data Protection and the Sharing of Personal Data (clause A.4) ;
 - e) Freedom of Information (clause A.5);
 - f) Term and Termination (clause A.6);
 - g) Force Majeure (clause A.7); and
 - h) Miscellaneous (clause A.8).

Signature

Signed for and on behalf of

Powys County Council

Signature:

Name:

Position:

Date:

Signed for and on behalf of

South Wales Outdoor Activity Providers Group

Signature:

Name:

Position:

Date :

Annex A. Standard Terms

A.1. Intellectual Property

- A.1.1. The parties intend that notwithstanding any secondment any intellectual property rights created during the Concordat shall vest in the party whose employee created them (or in the case of any intellectual property rights created jointly by employees of all/any parties in the party that is Lead Authority for the part of the Concordat that the intellectual property right relates to).
- A.1.2. Where any intellectual property right vests in any party in accordance with the intention set out in clause A.1.1 above, that party shall grant an irrevocable licence to the other parties to use that intellectual property for the purposes of the Concordat.
- A.1.3. Each party shall keep confidential information relating to the intellectual property rights of the other parties, commercially sensitive information and confidential information with regard to the Concordat and plans envisaged by this MoU shall use all reasonable endeavours to prevent its employees and agents from making any disclosure to any person of such information. This shall not apply to:
- a) Information which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;
 - b) Any disclosure which is required by any law (including any order of a court of competent jurisdiction), any Parliamentary obligation or the rules of a governmental or regulatory authority having the force of law, however where a disclosure is to be made pursuant to Freedom of Information Act 2000 ('FOI Legislation') the parties agree that the provisions of clause A.5 shall apply to any disclosure;
 - c) Any disclosure of information which is already lawfully in the possession of the receiving party prior to its disclosure by the disclosing party;
 - d) Any disclosure by a party to a department, office or agency of the Government; or
 - e) Any disclosure for the purpose of the examination and certification of a party's accounts and audit requirements.
- A.1.4. Where disclosure is permitted under clause A.1.3, the disclosing party/the Council shall endeavour to ensure that the recipients of the information shall be placed under the same conditions of confidentiality as expressed above by the disclosing party/the Council although the parties acknowledge that this may not always be possible.

A.2. Confidentiality

- A.2.1. The undertaking set out in this clause A.2 does not extend to information which was already known to one party prior to disclosure by the other, which is or becomes public knowledge, or which is disclosed by one party to a third party without any obligations of confidentiality.
- A.2.2. Partnership agreements may occasionally receive information, which is not in the public domain, sometimes relating to individuals or commercially sensitive matters. It is the responsibility of each individual to ensure that this information remains confidential to the meeting, unless authorisation has been given for this to be discussed elsewhere. Individuals must never use confidential information for their personal advantage or the advantage or disadvantage of anyone known to them, or to disadvantage or discredit the Concordat parties.
- A.2.3. Each party undertakes that for a period of six (6) years from the date of disclosure that it will treat the other party's information marked "confidential" or which from its very nature is obviously confidential (including all material relating to or constituting the intellectual property of the other party) with the same degree of care as it employs with regard to its own confidential information of a similar type or nature.

A.2.4. Neither party will intentionally disclose the other's confidential information to third parties other than those of its employees, consultants and sub-contractors who need to have such information for the purposes of this MoU and shall ensure that such recipients shall be bound by the same confidentiality obligations as are set out in this clause.

A.3. Conflict of Interest

- A.3.1. It is acknowledged that many of those involved in any Concordat arrangement will, due to its nature, have an interest of some sort at some time. However, such interests must not be allowed to result in actual or perceived undue benefit and consequently to unsound decision making.
- A.3.2. Where a conflict of interest exists, or potentially exists, a declaration of interest should be made to the Council within 72 hours of the date of this MoU or within 24 hours of being aware of the conflict.
- A.3.3. The potential types of conflict of interest include where an individual or a connected person stands to gain financially from a decision made by the Concordat group, either directly or indirectly. For example, where a Concordat approval or decision on the letting of a contract would benefit an individual directly or an organisation or company the individual was involved with. This would also apply if a member of the individual's household would benefit or if they were simply involved with an organisation or company who would benefit.
- A.3.4. Representatives must report any personal changes in circumstances which may create a new or perceived conflict of interest.

A.4. Data Protection and the Sharing Of Personal Data

- A.4.1. For the purpose of this clause the following definitions shall apply:
- a) Data Protection Legislation shall mean all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a party;
 - b) Deletion Procedure means a procedure to set out how Personal Data will be deleted which will be agreed between the parties prior to the commencement of this Concordat;
 - c) Code shall mean the Information Commissioner's statutory data sharing code of practice which came into force on 5 October 2021, as updated or amended from time to time;
 - d) Controller, Joint Controllers, Processor, Information Commissioner, Data Subject, Personal Data, Processing, Supervisory Authority and appropriate technical and organisational measures shall have the meanings given to them in the Data Protection Legislation.
 - e) Information Reference Table shall mean the table annexed to this agreement which sets out how information which includes Personal Data will be collected, stored, processed and shared.
 - f) UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
- A.4.2. The parties have determined that they are Joint Controllers in relation to the Shared Personal Data and this Clause sets out the framework for the sharing of Personal Data when one Joint Controller (the Data Discloser) discloses Personal Data to other Joint Controllers (the Data

Receiver/s). It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.

- A.4.3. Each party must ensure compliance with applicable Data Protection Legislation and the Code at all times during the Term of this agreement.
- A.4.4. Personal data is disclosed and shared only for the purpose of managing compliance with the Concordat arrangements.
- A.4.5. The types of Personal Data contained on the Information Reference Table will be shared between the parties during the Term of this agreement.
- A.4.6. Special Categories of Personal Data will not be shared between the parties. Personal Data will not be shared outside the EU.
- A.4.7. The lawful basis under which the Personal Data is shared is consent, as defined under Article 6(1)(a) of the UK GDPR. A party who is a Data Receiver undertakes to inform the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Data, the legal basis for such purposes and such other information as is required by the Data Protection Legislation. The Data Discloser shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation and the Code, of the purposes for which it will process their Personal Data, the legal basis for such purposes and such other information as is required by the Data Protection Legislation. If Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer.
- A.4.8. The parties undertake to have in place throughout the Term of this Agreement appropriate technical and organisational security measures to:
 - a) prevent unauthorised or unlawful processing of the Shared Personal Data.
 - b) prevent the accidental loss or destruction of, or damage to, the Shared Personal Data
 - c) ensure a level of security appropriate to prevent the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and having regard to the nature of the Shared Personal Data to be protected.
- A.4.9. This agreement does not replace any contractual arrangements or any requirement for data processing agreements with third party suppliers of any goods and services required to deliver the Concordat.
- A.4.10. Parties to this MoU will ensure that the confidentiality, integrity and availability of Personal Data will be maintained. The Data Discloser shall only provide the Shared Personal Data to the Data Receiver by using secure methods. As Joint Controllers, parties to this agreement may engage the services of other controllers or processors to deliver the services and activity described in this agreement. The responsibility for ensuring that adequate measures are in place to ensure compliance with data protection legislation is as follows:
 - a) Where two or more parties to this agreement collaborate or share resources, they shall ensure any processing complies with data protection legislation.
 - b) Where a party or parties to this agreement engage a third party, whether controller or processor, they shall ensure any processing complies with data protection legislation and that any relevant agreements or contracts are in place.
- A.4.11. Where the proposed activity involves the processing of Personal Data, parties to this agreement must inform the Concordat Board of any intention to use a third party to undertake tasks associated with the purposes described in this agreement.
- A.4.12. All staff involved in the Concordat must have completed the relevant information governance and data protection training. All parties acknowledge and agree that they each have an Information Governance Policy and data breach reporting procedure.

- A.4.13. Allowing data subjects to exercise their rights, including the right of access, is a core element of compliance with data protection legislation. Parties to this agreement will ensure that data subjects are informed how and why their Personal Data will be processed and who it is shared with (the Right to be Informed). The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with Subject Rights Request within the time limits imposed by the Data Protection Legislation. The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.
- A.4.14. A tiered approach will be adopted. A privacy notice will be developed for the Concordat and will be reviewed and updated, where required, to reflect any additional processing of Personal Data required to deliver the Concordat. This will include national level fair processing information, where appropriate, supplemented by local information that will identify the partners (with contact points) involved in specific elements.
- A.4.15. If the Data Receiver processes the Shared Data for the purposes of direct marketing, each party shall ensure that:
- a) the appropriate level of consent has been obtained from the relevant Data Subjects to allow the Shared Personal Data to be used for the purposes of direct marketing in compliance with the Data Protection Legislation; and
 - b) effective procedures are in place to allow the Data Subject to "opt-out" from having their Shared Personal Data used for such direct marketing purposes
- A.4.16. Parties to this MoU will ensure that statutory obligations are met in relation managing, mitigating, investigating and reporting any Personal Data breach. All parties will be notified of any data breaches and where necessary provide input on how the breach is handled.
- A.4.17. The Data Receiver shall ensure that any Shared Personal Data is returned to the Data Discloser or destroyed in accordance with the agreed Deletion Procedure in the following circumstances:
- a) on termination of its involvement in this agreement;
 - b) on expiry of the Term of this Agreement; or
 - c) once Processing of the Shared Personal Data is no longer necessary for the purposes it was originally shared for, as set out in above.
- A.4.18. The Information Reference Table may be updated from time to time by agreement between the parties to this MOU.

A.5. Freedom of Information:

- A.5.1. The parties recognise that the Council is a public authority as defined under FOI Legislation and therefore recognise that information relating to this MoU may be the subject of an Information Request under the Freedom Of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (EIR) ("Information Request").
- A.5.2. The parties shall assist each other in complying with their obligations under the FOIA and EIR, including but not limited to reasonable assistance without charge, in gathering information to respond to a valid Information Request made under the FOIA and EIR.
- A.5.3. The Council (the Relevant Body) shall be entitled to disclose any information relating to this MoU in response to an Information Request, save that in respect of any Information Request which is in whole or part a request for Exempt Information (i.e. information that is exempt from disclosure within the parameters of the FOIA and EIR) in such circumstances the following procedure shall apply:
- a) the Relevant Body which receives the Information Request shall circulate the Information Request and shall discuss it with the other parties;

- b) the Relevant Body which receives the Information Request shall in good faith consider any representations raised by the other parties when deciding whether to disclose Exempt Information;
- c) the Relevant Body which receives the Information Request shall not disclose any Exempt Information beyond the disclosure required by the FOIA and EIR without the consent of the other parties to which it relates.
- d) All parties will assist the Relevant Body in their obligation to respond to an Information Request within 20 working days.

A.5.4. The parties to this MoU acknowledge and agree that any decision made by a Relevant Body which receives an Information Request as to whether to disclose information relating to this MoU pursuant to the FOIA and EIR is solely the decision of that Relevant Body. A Relevant Body will not be liable to the other parties for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to a valid Information Request under the FOIA and EIR.

A.6. Term and Termination

A.6.1. This MoU shall commence on the date of signature by all parties, and subject to clause A.6.2, shall expire on completion of the Concordat.

A.6.2. Either party may terminate this Memorandum by notice in writing with immediate effect:

- a) Any party may terminate this MoU by giving at least three months' notice in writing to the other parties at any time if the other party is in material breach of any of the terms of this Memorandum and such breach remains unremedied 60 days after receipt of notice from the terminating party that the other party is in breach;
- b) if liquidation or similar proceedings are filed by or against the other party or if any action is taken by or against the other party under any law the purpose or effect of which is or may be to relieve such party in any manner from its debts or to extend the time of payment thereof or the other party makes an assignment for the benefit of creditors or makes any conveyance of any of its property which in the opinion of the terminating party may be to the detriment of that party's creditors; or
- c) if a receiver or trustee or similar official is appointed with authority to take possession of the other party's property or any part thereof.

A.7. Force Majeure

A.7.1. Notwithstanding any provision to the contrary in this agreement, neither party shall be liable for any delay in performing its obligations under this agreement (other than financial and payment obligations) if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by any act or omission of the other party) provided however that any delay by a sub-contractor or supplier of the party so delaying shall not relieve the party from liability for delay except where such delay is beyond the reasonable control of the sub-contractor or supplier concerned.

A.7.2. Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the said circumstances persist and such shall be granted an extension of time for performance equal to the period of the delay.

A.7.3. The parties agree that unless such delay is caused by the act or omission of the other party:

- a) any costs arising from such delay shall be borne by the party incurring the same;
- b) either party may, if such delay continues for more than 12 weeks, terminate this MOU forthwith giving notice in writing to the other by reason of such termination.

A.8. Miscellaneous

A.8.1. Announcements and Publicity

Neither party shall make any public disclosures or announcements regarding this MOU or its subject matter without the prior written consent of the other party.

A.8.2. Costs and Expenses

Each party shall be responsible for its own costs in relation to all matters arising out of this MOU.

A.8.3. General Assignment

This agreement is personal to the parties and neither this agreement nor any rights, licences or obligations under it may be assigned, charged, transferred, mortgaged, otherwise encumbered or dealt with in any other manner (including declaration of trust over it) by either party without the prior written approval of the other party.

A.8.4. Headings

The headings in the Memorandum are for reference purposes only and are not intended to be taken into account in the interpretation of the provisions of this Memorandum.

A.8.5. Waiver

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this agreement. No right, power or remedy in this agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

A.8.6. Entire agreement

This agreement embodies the entire understanding and agreement between the parties in connection with the subject matter of this MoU and neither party is relying on any representations, promises, terms, conditions or obligations, oral or written, express or implied, other than those contained in this MoU. Neither party seeks to exclude liability for fraudulent misrepresentation.

A.8.7. Variation

This agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties.

A.8.8. Notices

All notices under this agreement shall be in writing and all such notices shall be deemed to have been duly given when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or on the tenth business day following mailing, if mailed by airmail, postage prepaid in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other party.

A.8.9. Governing law

This agreement and all matters arising from it (including non-contractual claims and disputes) and any dispute resolutions referred to below shall be governed by and construed in accordance with the law of England and Wales.

A.8.10. Jurisdiction

The parties submit to the exclusive jurisdiction of the English and Welsh courts.

Annex B. Information Reference Table

First stab requiring further consideration!

Methods of Data Collection and Disclosure	Types of personal data to be disclosed or shared between parties
Online and offline databases, printed records and e-mail correspondence with and about Concordat signatories	Points of contact for Concordat signatories (organisation, business or individual): Name Address e-mail address Telephone number(s) Declaration(s) required to confirm signatory status Records and correspondence relating to compliance with Concordat arrangements
Online and offline databases, printed records and e-mail correspondence with and about individuals receiving information or undertaking training for the purpose of conducting Paddlesport Operations under the Concordat arrangements	Name e-mail address employer / deployer (where applicable) Records and correspondence relating to dissemination of information and completion of training