

## **The Accord 2006**

1. This accord covers issues arising from the decision which allowed the former Wimbledon FC's team owners to move the club from Wimbledon to Milton Keynes.

2. The accord shall be initialled by each of the parties. Final approval and adoption of the accord by each of the parties shall be certified by letter sent to the chief executive of the Football Association at the registered office of the FA at 25 Soho Square, London, W1D 4FA. The accord shall automatically lapse if each of the parties has not so certified acceptance of the accord by a date two calendar months from the date it is initialled. The final date for receipt of certification shall be Monday 2 October 2006.

3. Each of the persons initialling the accord shall recommend its final acceptance and approval by the organisation/undertaking which they represent and shall commit themselves to use their best endeavours to secure such final acceptance and approval.

4. The accord shall come into full force and effect upon receipt by the chief executive of the FA of recorded delivery letters from:

The Football Supporters Federation (FSF)

Milton Keynes Dons Football Club (MKDFC)

Milton Keynes Dons Supporters' Association (MKDSA)

Wimbledon Independent Supporters' Association (WISA)

5. All parties recognise that AFC Wimbledon was established by supporters of the former Wimbledon FC following the decision to allow that club to move to Milton Keynes.

6. All parties recognise and genuinely regret the hurt which was caused to supporters of the former Wimbledon FC by the move to Milton Keynes.

7. In recognition of the history and traditions of Wimbledon FC which were all earned during the former club's time in the London Borough of Merton, MKDFC will donate by appropriate legal mechanism to the London Borough of Merton, for permanent public display in that borough, all the physical patrimony of the former club acquired prior to the move to Milton Keynes which it owns and which is currently in its possession. MKDFC further believes that any such patrimony which should be in its ownership but which is currently in the possession or custody of former club owners, the administrator or former club employees should be similarly donated to the London Borough of Merton.

8. Such permanent display and archive shall be based at a publicly accessible location within the London Borough of Merton.

9. MKDFC shall also assign unencumbered ownership of all Wimbledon FC related trademarks and website domain names which it owns to the London Borough of Merton. MKDFC shall present no objection to the Football League or its contractors to any Wimbledon FC related web domain name being transferred unencumbered to the London Borough of Merton.

10. The London Borough of Merton shall be permitted under the terms of the instrument to licence the administration and maintenance of the permanent display of the physical patrimony to any agency or undertaking it deems appropriate within the London Borough of Merton. However this clause shall not prohibit the short-term loan to other organisations for use on specific occasions.

11. MKDFC will facilitate the quickest possible transfer of all such physical patrimony and records, whilst maintaining those records which company law and/or the football authorities require it to maintain. Wherever possible in this context MKDFC will take certified copies of such document and surrender the originals for display or archiving by the London Borough of Merton. In any event, the final transfer of all physical patrimony and records shall take place no later than three calendar months after this accord has come into full force and effect.

12. Annex A to this accord is a list produced by MKDFC of all physical patrimony relating to the former Wimbledon FC which it currently holds and which is subject to this agreement. MKDFC hereby declares that this list includes all such materials in its possession.

13. Once the transfer of all physical patrimony and records has been agreed and implemented WISA and the FSF will withdraw any and all objections, and any existing policies which support such objections, to other professional football clubs playing MKDFC in pre-season friendly fixtures. WISA and the FSF shall also similarly withdraw their policies of calling for supporters of other clubs to boycott attendance as away supporters at MKDFC home fixtures in all competitions and friendly matches.

14. Furthermore the FSF will undertake to process any application from MKDSA, the Trust in MK Dons and other MKD supporters groups for affiliation in the normal way.

15. WISA and the FSF will not object to applications for funding by MKDFC to the Football Foundation or other bodies which should be assessed against the same criteria as any other club.

16. The FSF and WISA confirm that they do not expect MKDFC to implement the recommendations of the FA Appeal Commission relating to maintaining links with South London, and would support moves by the club to develop its identity as a new club within Milton Keynes.

17. In promoting the approval and acceptance of this accord all parties to it accept that there is no solution which will completely satisfy all concerned and that all parties have made some compromises to achieve this position which represents the best way forward in all the circumstances.

18. Accordingly, the initialling parties to the accord recommend its final approval and adoption.