

Constitution 1st April 2017

1 Purpose of the Supply Chain Sustainability School

- 1.1 The vision of the Supply Chain Sustainability School (School) is to be;
"A world-class collaboration to enable a sustainable built environment"
- 1.1.1 Subject Matter - provide learning content that builds skills to deliver a sustainable built environment
- 1.1.2 Target Audience - Deliver a School free at the point of use for anybody who works in, or may aspire to work in, the built environment sector
- 1.1.3 Accreditation – Offer CPD accredited learning where appropriate and learning that contributes to professional qualifications. Recognise members’ effective participation in the School and work with the industry to promote recognition of School members
- 1.1.4 New Knowledge - Engage with industry, academia and research organisations to instigate and seed fund new research that can be translated into School learning content in the future
- 1.1.5 Leadership - Establish the School as the centre of excellence with respect to developing supply chains to deliver a sustainable built environment
- 1.1.6 Geographic Reach - Seek global best practice to reach Partners’ supply chains across the UK and outside the UK where appropriate. The Delivery Partner will respond to opportunities to franchise the School at their own cost and risk
- 1.1.7 Partners - Seek Partners who share the values of the School and who commit to share knowledge, contribute financially and in kind
- 1.1.8 Funding - The School shall be funded from partner contributions, franchise fees and appropriate sources of government or industry funding. Members will not asked for money or allow commercial sponsorship of our learning content or activities

2 Purpose of this School Constitution

- 2.1 This Constitution sets out the terms and the principles in which the parties shall, develop, manage and operate the School.
- 2.2 This Constitution shall become effective on 1st April 2017, and replaces the previous two constitutions dated 1st April 2015 and 1st April 2011, and shall form the basis of the contract between the parties including the relevant schedule. For the avoidance of doubt the previous two versions of the constitution shall be effective for the period in which they were in force.

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2.3 For all parties this Constitution shall form part of the contract, which becomes effective once a party signs the relevant schedule determining their relationship to the School.

3 Definitions

3.1 For the purposes of this Constitution and the associated Schedules the following expressions shall have the meanings given below;

Background IPR	means any IPR already owned or created by any party prior to 27 th March 2011 or any IPR thereafter which is created without contemplation of the School but is then used for the purpose of the School.
Board Advisor	nominated individuals to advise the School Board either for an agreed period of time or for a specific School Board meeting
Board Member	a person duly elected to be a member of the School Board.
Business Plan	means the business plan that is managed by the Delivery Partner in consultation with the Sector Groups, Operations Group and Partners and approved by the School Board and includes all activities, funding and spending in relation to the School.
Confidential Information	means all confidential information and activities relating to any Party which is of a confidential nature or which is commercially sensitive relating to that party or a third party, including but not limited to trade secrets, databases, processes, trading details and information relating to employees and business clients.
Delivery Partner	means the party responsible for delivering, operating and maintaining the School and obtaining the funds and procuring the resources necessary to do so, namely Action Sustainability Trading Ltd
Foreground IPR	means any IPR created in connection to this Constitution or the School after the 28 th May 2012
Founding Partners	means the parties, which developed the original concept, namely Skanska, Morgan Sindall, Kier, Willmott Dixon, Sir Robert McAlpine, Lend Lease and Aggregate Industries.

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Funding Partner	means any party that contributes funds to the School and the School Board agree should have Funding Partner status.
Governance Process	means the governance process agreed by the School Board and documented in the Business Plan.
Intellectual Property Rights (IPR)	means all registered or unregistered patents; designs, trade marks, trade names, copyright and related rights, database rights, know how and any other similar rights anywhere in the world, including any renewals and extensions of such rights.
Knowledge Partner	means a party which engages with the School and who have signed up to and comply with the Knowledge Partner Schedule and provide an agreed level of in-kind funding for the School that is broadly equivalent to the annual Partner contributions as defined in the Business Plan.
Member	any organisation or person, with the shared ambition of developing a their sustainability competence and who has registered with the School.
Operations Group	a group that meets bi-monthly, or as agreed, consisting of Partners who wish to advise the School Director on operational matters as set in more detail in section 9.
Operations Report	to be produced by Secretariat for each of the Groups and by the delivery Partner for the Board. These will be in a format proposed by the Delivery Partner and agreed by the Board.
Original Constitution	means the Original Constitution signed by the parties prior to 1 st April 2015
Parties	means the Founding Partners, Partners , Funding Partners, Delivery Partner, Training Partner, Knowledge Partners, Service Providers, and Members.
Partners	means all organisations which are participating in the School and who have signed up to and comply with the Partners Schedule and provide both cash and in-kind support for the School in alignment with the requirements of the Business Plan. Being a Partner in the School does not constitute a legal partnership

Sector Groups	means the groups that are formed to focus the future content of the School in a way that engages appropriately with specific sub-sectors who are interested in driving improved sustainability outcomes in the built environment.
School	means the Supply Chain Sustainability School for the UK Built Environment and its supply chain, which comprises of the name, the logo, any other branding, the prioritization tool, self-evaluation tool, methodology for selecting content and developing action plans, e-learning materials, events, training courses, text, video and graphic content, the website www.supplychainschool.co.uk , and all associated intellectual property.
School Board	means an elected group of nine people empowered to represent the partners, and to provide governance, strategy, future direction and senior industry level positioning of the School.
School Director	means the person appointed by the Delivery Partner to lead the School and run the business of the School on a day to day basis.
Significant Funding Partners	means a Funding Partner who, as a result of their level of funding for the School, will have the right to vote for board members if an election falls within their period of their funding. This sum will be defined in the Business Plan and approved by the School Board. The Board will also have the discretion to offer the Significant Funding Partner a seat on the Board for the period of their funding.
Service Provider	means any organisations contracted to deliver specific services in connection with the School and who have an agreement with the Delivery Partner to provide services to the School.
Special Interest Groups	means a group formed to focus the position of the School and future content of the School over a specific supply chain issue in an agreed time frame.
Training Partner	means the partner that advises on the development of the training programme and the delivery of some of the training content, namely Responsible

Solutions Ltd, and have signed up to and comply with the Training Partner Schedule.

Vision means the Vision of the School as set out in Clause 1 of this Constitution

4 Legal Status

- 4.1 The Supply Chain School is not in itself a legal entity, the relationship between the Parties will be that of a collaboration of companies with a common purpose and shall be governed as set out within this Constitution
- 4.2 Nothing in this Constitution shall render any Party an agent or partner of the School or any other Party and shall not hold himself out as such.
- 4.4 For the avoidance of doubt the term Partner has the meaning throughout this Constitution and all Schedules, as set out in the definitions section of this Constitution, it does not convey any legal definition of a partner or create any form of legal partnership
- 4.5 The School has no intention to make a profit, and monies made through the School are spent in accordance with the Business Plan.

5 Officers for the School Board

5.1 The Officers for the School Board shall be as follows:

- Chairperson: to be sourced by the Delivery Partner based upon the requirements set out by the Board and be independent from the Partners and appointment will be approved by the Board subject to clause 4.2.1 and 4.2.2.
- Secretary: the School Director as appointed by the Delivery Partner.
- Board Advisors: The Board can nominate individuals to act as Board Advisors who can be appointed for either an agreed period of time or for specific Board meetings depending on the agenda.

5.2 Election of Chair

5.21 The Chair shall be approved at the next Board Meeting after the School Annual General Meeting.

5.2.2 The Chair is appointed for a period of one year, but may be re- appointed as desired by the Board.

6 School Board

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- 6.1 The School Board shall be responsible for Vision, governance, strategy, future direction and senior industry level positioning of the School and shall operate in accordance with the Governance Process.
- 6.2 The School Board shall consist of a maximum of 9 (nine) people elected in accordance with clause 5.5 who are empowered to represent the Partners. Board Advisors and the School Director do not have voting rights. The Chair has a casting vote in the event of a tied decision.
- 6.3 To conduct business of the School the Board must have a minimum of 5 (five) elected board members present.
- 6.4 The School Board shall consist of a mix of senior influential figures drawn from the Partners who are deemed by the Partners best able to represent the interests of the School.
- 6.5 The responsibilities of the School Board shall be:
- To continually develop the Vision and direction for the School that supports the long term interests of Partners and their stakeholders.
 - To advise and direct the Delivery Partner to ensure delivery against the targets and objectives of the School Board.
 - To approve the KPI's and review the progress against KPI's.
 - To promote the activities of the School, and disseminate the lessons learned, as widely as possible within the industry beyond.
 - To evaluate and agree the Business Plan to ensure the long-term sustainability of the School and to agree the annual Business Plans for the Sector Groups, taking into account the advice and recommendations of the Operations Group

6.5 Elections to the School Board

- 6.5.1 Each Partner can nominate one candidate for election, this does not need to be from his or her own organisation, but must be a Partner to the School.
- 6.5.2 Nomination of candidates for election of Board members shall be made in writing to the School Director by a time agreed by the Board and notified to the Partners with at least 1 months notice.
- 6.5.3 Candidates must submit a proposal of no more than 300 words to state their case along with their current role/responsibility within their organisation, which will be put on the School website.

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- 6.5.4 At each election Partners have the same number of votes as there are seats available for election. They should use one vote for the representatives they consider to be the best combination of representatives to make up the School Board. For the avoidance of doubt this is just 1 vote per candidate. Partners are requested to consider the recommendations set out in Clause 6.6 when making their vote.
- 6.5.5 Voting will be by secret ballot.
- 6.5.6 The number of representatives (equal to the number of seats available for election) with the most votes will be appointed subject to each Partner only being allowed 1 seat on the School Board and the endorsements of Partners at the AGM.
- 6.5.7 At the discretion of the School Board Significant Funding Partners will be offered the opportunity to join the School Board for the period of their funding.
- 6.5.8 The School Director shall attend Board meetings and advise the School Board but shall have no voting rights in either elections to the School Board or decisions made by the School Board
- 6.5.10 Once an elected Board Member has served 5 (five) years from the date at which they were elected, then that seat on the Board shall be available for re-election and the process set out in clause 6.5 shall be followed.
- 6.5.11 All Partners are entitled to stand for re-election at the end of their term. In this situation each Partner standing for re-election will need to go through the nomination process.
- 6.5.12 the School Board may terminate a Board Member's term on the School Board if they miss 2 School Board meetings (unless extenuating circumstances are accepted by other Board members) OR if in the reasonable opinion of other School Board members they are no longer acting in the best interests of the School.
- 6.5.13 if a Board Member resigns, or is no longer employed by the partner he or she worked for when elected, then the School Board will hold a by-election. At this by-election Partners will be able to nominate a representative to serve on the Board and each Partner will have one vote to elect the candidate of their choice. If there is more than 1 Board Member vacancy each Partner has a number of votes equal to the number of vacancies. The School Board will publicise the required voting criteria using the principles of 5.6 below.

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6.6 Voting Criteria

6.6.1 Partners are trusted to use their judgment when voting to ensure there is a balanced School Board. **SAVE THAT** the Board has the right to request that only Members who meet certain criteria can be elected to the available Board seat, for example procurement, sustainability or FM experience.

6.6.2 the following criteria should be considered for each candidate

- Professional skills – the School Board requires senior industry figures from a balance of professional backgrounds including sustainability, procurement, commercial, finance, communications, learning and development.
- Organisation – The School Board requires a balance of Board Members from different types of organisations, including but not limited to contractors, suppliers, sub-contractors, research institutions, clients.
- Influence – The School Board will be expected to act as ambassadors for the School. The Board Members are expected to be decision makers in their own organisations and influential externally within their sectors, ideally holding positions of influence in relevant industry bodies.
- Diversity – The diversity of the School Board should also be considered by the Partners to ensure the ability to represent all sections of the industry and society.

6.7 School Board Meetings (Meetings)

6.7.1 Meetings will be quarterly or at a frequency agreed by the School Board

6.7.2 School Board members are expected to attend in person or in exceptional circumstances only by video / phone conferencing. No substitutions shall be accepted.

6.7.3 The Agenda for each Meeting shall cover topics such as;

- Business strategy and planning
- Proposals for future development
- School and Sector Group Operations Reports
- AOB

6.7.4 The Secretariat shall record and issue the minutes of the Meeting to all Partners, which shall be deemed to be agreed and accepted as correct unless a School Board member challenges them within 7

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working days of receipt. Any challenges to the Minutes shall be made to the Chair. If necessary the School Director shall re-issue the minutes.

6.7.5 The Delivery Partner shall ensure that all Partners are consulted appropriately prior to any recommendations being raised at a Meeting.

6.8 Annual General Meeting

6.8.1 The Annual General Meeting of the School shall be held not later than the end of March each year or as agreed and approved by the School Board. Parties must advise the School Director in writing of any business to be tabled at the Annual Meeting at least 1 month before the meeting. The School Director shall circulate or give notice of the agenda for the Meeting to the Parties not less than 21 days before the Meeting.

6.8.2 The business of the Annual General Meeting shall be to;

- Approve the election of the School Board
- Confirm the minutes of the previous Annual General Meeting and any special meetings held since the last Annual General Meeting.
- Receive the draft accounts for the year from the School Director.
- Receive the annual operational report from the School Director.
- Agree and review the Business Plan for sustaining the existence of the School and ensuring its leading position in the industry.
- Transact such other business received in writing by the School Director from Partners 14 days prior to the Meeting and included on the agenda.

6.8.3 Extraordinary General Meetings must be convened on receipt by the School Director of a request in writing from not less than 51% of the current School Partners. At least 21 days' notice of the Meeting shall be given.

7 Sector Groups

7.1 The Sector Groups shall operate in accordance with the Governance Process.

7.2 The School Board shall approve the formation of a Sector Group and shall agree its terms of reference.

7.3 Each Sector Group is required to propose new content for the School and produce a Sector Group business plan.

7.4 Each Sector Group shall have its own chairman, which shall be approved by the School Board.

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- 7.5 The Sector Group may at any time request a new chairman to be appointed by the School Board.
- 7.6 Partners can select representatives to join a number of Sector Groups as set out in the Business plan, the fees for joining these Sector Groups will also be set in the Business Plan..
- 7.7 The number of representatives in Sector Groups is unlimited; if the Sector Group gets too large then the School Board may determine a different method of engagement with that Sector Group.
- 7.8 Each Sector Group must appoint a representative to report the Sector Groups activities to the School Board via the Operations Group in a format to be decided by the Board annually
- 7.9 Each Sector Group shall have a secretariat (as set out in clause 8) and other resources as required, that shall be appointed and funded with a budget as agreed in the annual business plan.

8 Special Interest Groups

- 8.1 The Special Interest Groups shall operate in accordance with the Governance Process
- 8.2 The School Board shall approve the formation of a Special Interest Group and shall agree its terms of reference
- 8.3 Special Interest Groups will have time bound activities and will bring recommend solutions to the agreed specific issue for the School Board to agree and cascade down to all School Partners.
- 8.4 Each Special Interest Group shall have its own chairman, which shall be nominated by the School Board.
- 8.5 Partners may participate in Special Interest Groups at their own discretion
- 8.6 Special Interest Groups shall be funded through an annual budget agreed by the Board in the business plan and administered by the School Director through the year.
- 8.7 Special Interest Groups may at any time request a new chairman to be appointed by the School Board.
- 8.8 Each Special Interest Group must appoint a representative to report the Special Interest Groups activities to the School Board via the Operations Group.

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8.9 Each Special Interest Group shall have a secretariat, (as set out in clause 9), and other resources as required and approved in the Business Plan. The number of Special Interest Groups and funding for these will be agreed in the annual business plan. Any additional Special Interest Groups created through the financial year shall self-fund their activities, which must include the appointment of a secretariat.

9 Secretariat for Sector Groups and Special Interest Groups

9.1 Key accountabilities of the secretariat shall be

- To support, build trust and consensus within the Group and to influence the future content of the School
- Work with secretariats from other Groups and as a team align all Groups interest and those of the School

9.2 Key duties of the secretariat shall be

- Organise Group meetings, prepare agendas and record and distribute the minutes.
- Carry out research and analysis work as required by the Group
- Prepare a report in a similar format to the Operations Report at least 5 days prior to the School Board Meeting to enable the reporting officer for the Group to report to the School Board.
- Prepare proposals and Business Plans for the development of content of the School for consideration of the Group, Delivery Partner and School Board.
- The Secretariat shall record and issue the minutes of the Meeting to all Partners, which shall be deemed to be agreed and accepted as correct unless a School Board member challenges them within 7 working days of receipt. Any challenges to the Minutes shall be made to the Chair. If necessary the School Director shall re-issue the minutes

10 Operations Group

10.1 The Operations Group will consist of the Secretariats from each Sector Group and 1 nominated representatives per Partners and Knowledge Partners and the Training Partner who wish to advise the School Director on operational matters of the School.

10.2 The Operations Group will discuss and make recommendations to the School Director on issues such as; supply chain engagement, supply chain sustainability knowledge development, impact on sustainability

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performance, format of supplier days, web \ dashboard functionality, overall content and format of training, joining up cross sector activity etc

- 10.3 The Operations Group will meet bi-monthly, or as agreed by the Operations Group.
- 10.4 The School Director will report the recommendations of the Operations Group to the School Board.
- 10.5 The Secretariats will report the recommendations of the Operations Group to the Sector and Special Interest Groups as appropriate.

11 Change Control

- 11.1 Save for the exclusion set out in clause 11.3, any proposed alterations to this Constitution or any Schedule may only be considered at an Annual General Meeting or Special Meeting convened with the required written notice of the proposal. Any amendment must be proposed by a representative of the Leadership Group and seconded by another representatives. Such amendments shall be passed if supported by not less than two-thirds of those representatives present at the Meeting, assuming that a quorum has been achieved.
- 11.2 Any amendment agreed in accordance with 11.1 above shall be recorded in writing and if necessary a formal amendment shall be issued in relation to this Constitution or any Schedule.
- 11.3 The School Director is permitted to approve an amendment to the Partner Schedule, provided that such amendment does not have a detrimental effect on any other Partner, or effects a material change to the Constitution.

12 Anti-competitive behaviour

- 12.1 Although a collaborative endeavor no Parties shall engage in any anti-competitive behavior, including but not limited to any behavior which breaches any anti-competitive legislation.

In particular, the following activities will be deemed to be of an anti-competitive nature:-

- any discussion as to actual tenders/projects, business intent, marketing etc
- recommending or agreeing upon any contractual language or terms and conditions for use by or with suppliers;

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- recommending or agreeing upon any pricing guidelines or prices, including but not limited to how to assess or price risk or any other matter;
- participating with any other Party or otherwise using the School to facilitate any co-ordinated action, policy or practice which could affect competition in the industry;
- soliciting, obtaining, communicating or disclosing commercially sensitive information to or from any other Party which might affect competition in the industry.

12.2 Any behaviour deemed inappropriate by the School Board will result in the Party's Partnership or membership being terminated and they shall have no further association with the School. The Party has the right to appeal at the Board meeting immediately after notification has been made to the Party of termination.

13 Confidentiality

13.1 All Parties undertake to keep confidential any Confidential Information from any Partner or Member of the School obtained under or in connection with this Constitution and / or any Schedule or in connection with the School for the duration of this Constitution and for a period of 3 years after the termination of this Constitution, unless it otherwise becomes public knowledge

13.2 Any disclosure of any Confidential Information with the exception of employees, agents and professional advisors on a need to know basis and in connection with this Constitution and/or schedules is not permitted unless the disclosing party has obtained prior written approval.

13.3 Any Parties shall notify the School Board immediately of any disclosure or suspected disclosure of any Confidential Information and shall provide all necessary assistance to terminate any disclosure or misuse of any Confidential Information.

13.4 A Party shall be entitled to seek an injunction, specific performance or other equitable relief for any threatened or actual breach of this clause without requirement to show proof of special damages.

14 Intellectual Property Rights

14.1 All parties hereby agree the following to be an accurate position of the ownership of the Intellectual Property related to the School.

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- 14.1.1 The Foreground Intellectual Property in the text, video and graphic content on the website, e-learning, training materials (which is not the background Intellectual Property of the Training Partner or Delivery Partner) and any other content on the website developed during the period the Construction Industry Training Board fund the School, remains the property of Construction Industry Training Board, unless other funders have paid for the development of specific materials. In such cases the IPR will be the property of the 3rd party funder or the School, as agreed at the time of commissioning.
- 14.1.2 CITB grants to the School and the Delivery Partner (currently Action Sustainability (Trading) Ltd) a perpetual, royalty-free, non-transferrable, non-exclusive, worldwide licence to exploit the **Foreground IPR** in the construction industry provided always that any such exploitation is subject to CITB's prior written approval such approval not to be unreasonably withheld. It is agreed that a condition of such approval will be dependent on the clear demonstration that the income from such exploitation is linked to the outputs and deliverables of the Project or similar outputs and deliverables. who in turn provide a licence to School and its Delivery Partner to
- 14.1.3 The Background Intellectual Property related to the function of the School remains the property of Action Sustainability (Trading) Ltd. This includes the prioritization tool, self-evaluation tool and the methodology for selecting content and developing action plans. Action Sustainability Trading Ltd also owns the Background Intellectual Property in the logo for the School.
- 14.1.4 The Background Intellectual Property in the names 'Supply Chain School' and 'Supply Chain Sustainability School' remains the property of Action Sustainability Trading Ltd, and Skanska.
- 14.1.5 The Background Intellectual Property including the e-learning modules, training workshops and in collaborative business improvement clubs, including environmental and sustainability improvement clubs provided by the Training Partner or other Providers shall remain with the Training Partner or other Provider. Any foreground Intellectual Property developed during a Funding Period shall be the property of the Construction Industry Training Board or the funding organisation that has commissioned this work.
- 14.1.6 Any party that creates any Foreground Intellectual Property in relation to the School that has been wholly paid for by a specific funder assigns such Intellectual Property with full title guarantee to the funder, unless agreed in writing by the funder.
- 14.1.7 Any party that creates any Foreground Intellectual Property not covered by clause 14.1.4 in relation to the School assigns such Intellectual Property with full title guarantee to the Delivery Partner to enable it to

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undertake its obligations set out in Clause 14.3 of this Constitution, unless agreed otherwise in advance in writing by the School Board.

- 14.2 All parties who own any Background Intellectual Property in relation to the School, and the Foreground Intellectual Property set out in clause 14.1.6 shall grant to all Partners a perpetual, non exclusive, royalty free, non transferable license to use the Intellectual Property created in the School for use within the UK construction industry.
- 14.3 The School Board requires the Delivery Partner to increase revenue generated for the School by promoting, developing, enhancing and licensing the School in whole or part to other countries. Therefore subject to clause 14.4 all parties which own any Intellectual Property in relation to the School shall grant to the Delivery Partner a non exclusive, perpetual, non transferable license to use the Intellectual Property created in the School for use anywhere in the world for the sole purpose of the Delivery Partner meeting its obligations under this clause. In return any revenue gained from licence fees will be considered as income to the School save for any reasonable and agreed costs and shall be used exclusively to deliver services related to the School. This shall be shown clearly on the Business Plan.
- 14.4 The Delivery Partner shall consult with and seek guidance from the School Board either as a specific issue or through inclusion in the Business Plan before Intellectual Property related to the School is used outside of the UK construction industry.

15 Branding

- 15.1 All Partners, shall have the right to use the School brand and logo in their publicity materials, tenders and other public representations.

16 Values and Code of Ethics

- 16.2 All Parties shall uphold the values of the School and conduct themselves when dealing with the School, our Partners and our members in way that reflects the following values:

Collaborative We share knowledge and resources. Our direction is led by our partners and members

Progressive We deliver measurable impact through dynamic leadership.

Inspirational We inspire our members and partners to drive positive change.

Inclusive We exemplify respect for the planet, our colleagues and wider society.

- 16.2 All Parties shall

- Respect the confidentiality of information and results

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- Complete all assessments and tests as accurately as possible and in good faith
- Act with integrity and respect in dealing with other Parties
- Acknowledge that the School is an open learning environment
- Promote the School as a consistent approach amongst Parties for developing the sustainability skills of the supply chain
- Encourage and support fellow Parties in developing their sustainability skills
- Ensure that their business behavior upholds the highest standards of ethics, particularly those advocated through the content of the School
- To ensure no anti-competitive behaviour results from the business of the School.

17 Liability

- 17.1 Save for any loss related to Intellectual Property Rights each Parties liability to any other Party to the School, in contract, tort, negligence, or howsoever arising for any and all direct and indirect loss arising under or in connection with this Constitution or the School shall be limited to the value of the funds they have contributed to the School.
- 17.2 Each Party expressly excludes liability for consequential loss or damage, loss of profit, business, revenue, goodwill or anticipated savings. Any liability or remedy for innocent or negligent misrepresentation is expressly excluded. No Party excludes or limits liability for death or personal injury.
- 17.3 The Partners shall not be liable for any tax administration of the School.

18 Termination of Partnership

- 18.1 Any Party may terminate their Partnership in accordance with the relevant Schedule, which details their relationship to the School.
- 18.2 The School Board may terminate any Partner of the School if they are in breach of any terms of this Constitution including any relevant Schedule, if such breach cannot be remedied within 20 days after receiving notice of such breach from the School Board.
- 18.3 No Party is entitled to a refund of any monies paid to the School except if a Party is requested to leave the School by the School Board for anything other than a breach of this constitution

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19 Dissolution of the School

- 19.1 The School Board, may, acting in the best interests of the School and its Members and Partners, pass a resolution calling for the dissolution of the School. Should this happen the School Director shall immediately convene a Special Meeting of the Partners to be held not less than one month thereafter to discuss and vote on the resolution.
- 19.2 If, at that Special Meeting, the resolution is carried by at least two-thirds of the Partners present at the meeting, the School Board shall thereupon, or at such date as shall have been specified in the resolution, proceed to realise the assets of the School and discharge all debts and liabilities of the School in accordance with the Business Plan.
- 19.3 After discharging all debts and liabilities of the School, the remaining assets shall not be paid or distributed amongst the Partners of the School, but shall be given or transferred to some other voluntary group having objects similar to those of the School.

20 General

- 20.1 The Delivery Partner may sub-contract some of its obligations but at all times remains fully responsible for the work and conduct of their sub-contractor and they shall ensure they comply with the principles and obligations set out in this Constitution and the relevant Schedules.
- 20.2 Each Party shall notify the School Board as soon as it becomes aware that a conflict of interest or a potential conflict of interest may arise in connection with the School.
- 20.3 If a dispute arises between any of the Parties which cannot be resolved by the Parties concerned then such dispute shall be raised to the School Board who shall resolve the issue in the best interests of the School.

21 Jurisdiction

- 21.1 This Constitution including the associated Schedules are governed by the laws of England & Wales, and whose courts shall have sole jurisdiction in relation to all matters arising.