

Constitution 1st June 2023

1 Purpose of the Supply Chain Sustainability School

- 1.1 The Mission of the Supply Chain Sustainability School (School) is to;
"Enable a sustainable built environment through knowledge and collaboration "
- 1.2 Our Vision is;
"Is an industry where everyone will have the skills to develop a sustainable future"
- 1.3 Our guiding principles are:
 - 1.3.1 Subject Matter - provide learning content that builds skills to deliver a sustainable built environment
 - 1.3.2 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
 - 1.3.3 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
 - 1.3.4 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
 - 1.3.5 Leadership - Establish the School as the centre of excellence with respect to developing supply chains to deliver a sustainable built environment
 - 1.3.6 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.
 - 1.3.7 Partners - Seek Partners who share the Vision, Mission and Values of the School and who commit to share knowledge, contribute financially and in kind
 - 1.3.8 Funding - The School shall be funded from partner contributions, franchise fees and appropriate sources of government or industry funding. Partners and Members will only be asked for commercial sponsorship where the Board specifically agree that to do so aligns with the School's values.

2 Purpose of this School Constitution

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- 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 2023, and replaces the previous constitutions dated 1st April 2017, 2015, and 2012, and shall form the basis of the relationship between the parties including the relevant schedule. For the avoidance of doubt the previous three versions of the constitution shall be effective for the period in which they were in force.
- 2.3 For all parties this Constitution shall form part of the relationship , which becomes effective once a party signs the relevant schedules 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;

Annual Report	to be produced by School Team for the Board and Partners annually and presented at the Annual General Meeting. To be in a format proposed that covers the inputs, activities, outputs, outcomes and impact of the School.
Background IPR	means any IPR already owned or created by any party prior to 27th 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 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.

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Confidential Information	means all data 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.
Data Sharing Agreement	The agreement between Action Sustainability (Trading) Ltd and the Partners that sets out how Confidential Information and Partner Personal Data will be shared by the Parties. It is published on the School website and available here .
Delivery Partner	means the party responsible for delivering, operating, and maintaining the School in line with the agreed Business Plan and obtaining the funds and procuring the resources necessary to do so, namely Action Sustainability (Trading) Ltd. The delivery partner carries the financial risk of operating the School and makes a return on investment that is reviewed and approved by the Board annually in addition to a review of the Delivery Partner's financial accounts to assure the School that the Delivery Partner is a going concern and financially capable of continuing to undertake the responsibilities assigned to them.
Foreground IPR	means any IPR created in connection to this Constitution or the School after the 27 th March 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.
Governance Process	means the governance process agreed by the School
Intellectual Property Rights (IPR)	means all registered or unregistered patents; designs, trademarks, 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
Leadership Groups	means the groups that are formed to facilitate collaboration between members and are focused on specific markets, topics or categories of supply. These Groups focus the future content and activities

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	of the School in a way that is consistent with the School's Vision, Mission, and guiding principles.
Member	any organisation or person, with the shared ambition of developing 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 out in more detail in section 9
Original Constitution	means the Original Constitution signed by the parties on 17 th April 2012
Parties	means the Founding Partners, Partners, Significant Funding Partners, Delivery Partner, 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
School Team	The people employed by the Delivery Partner to deliver the School's business plan and activities and facilitate the collaboration between Partners.
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 prioritisation 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.

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Significant Funding Partners	means an organisation 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 agreed 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.
Training Providers	means an organisation who has been contracted to deliver training on behalf of the School to our Members and Partners.
Vision and Mission	means the Vision and Mission of the School as set out in Clause 1 of this Constitution
Values	The Values and Code of Ethics as set out in Clause 11 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 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 raised 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 nominated by the Delivery Partner based upon the requirements set out by the Board who shall be

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independent from the Partners and whose appointment shall be approved by the Board subject to clause 5.2.1 and 5.2.2.

- School Director: 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

5.2.1 The Chair shall be appointed at the Board Meeting before the School Annual General Meeting.

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

6 School Board

6.1 The School Board shall be responsible for the Vision, Mission, Values, 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 selected in accordance with clause 6.6, plus any representative from significant funders, 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 No Partner can have more than one representative on the Board.

6.6 The responsibilities of the School Board shall be:

- To continually develop the Vision, Mission and direction for the School that supports the long-term interests of Partners and their stakeholders.

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- 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.

6.7 Selection of members to the School Board

- 6.7.1 When a vacancy exists on the School Board, each Partner can nominate one candidate for consideration to join the School Board, this does not need to be from his or her own organisation but must be a Partner to the School.
- 6.7.2 Nomination of candidates for the Board 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.
- 6.7.3 Nominations should reflect the desired skills and experience that is required by the Board and stated in the call for candidates issued by the Board.
- 6.7.4 Nominations must be an employee of a Partner of the School.
- 6.7.5 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.
- 6.7.6 The Board will nominate a sub-committee to review applications by candidates and conduct a selection process. This sub-committee will make recommendations to the Board for candidates to join the Board.
- 6.7.7 All new Board members must have their appointment agreed by majority vote of Partners at the next AGM after their appointment to the Board. At each AGM 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.
- 6.7.8 Voting will be by secret ballot.

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- 6.7.9 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.
- 6.7.10 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
- 6.7.11 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 6.7.5 shall be followed.
- 6.7.12 All Board members are entitled to stand for re-election at the end of their term. In this situation each Board members standing for re-election will need to go through the selection process.
- 6.7.13 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.
- 6.7.14 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 seek nominations for a replacement Board member. The School Board will publicise the required voting criteria using the principles of 6.6 below.

6.8 Selection Criteria

- 6.8.1 The Board will consider the following criteria when seeking nominations for, and appointing, new Board members:
- 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.

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- 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.

6.9 School Board Meetings (Meetings)

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

6.9.2 School Board members are expected to attend in person when its is scheduled as a 'face to face' meeting or when the meeting is 'virtual' by video conferencing. No substitutions shall be accepted. Any apologies for attendance should be made to the Chair and received in advance of the meeting.

6.9.3 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

6.9.4 The agenda and all briefing papers for Board meetings are to be circulated 5 working days before the date of the meeting.

6.9.5 The School Team 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 5 working days of receipt. Any changes to the Minutes shall be made to the Chair. If necessary, the School Director shall re-issue the minutes. The School Board has the discretion to decide if any items discussed at the Board should not be made public.

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

6.10 Annual General Meeting

6.10.1 The Annual General Meeting of the School shall be held not later than the end of May 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.

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

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- 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 annual financial statement for the School and the report on financial condition of the Delivery Partner from the School Director.
- Receive the annual impact report from the School Director.
- Receive a presentation of the Annual Business Plan for the following year, including the clarification of any questions received either prior to the meeting or at the AGM.
- Transact such other business received in writing by the School Director from Partners 21 days prior to the Meeting and included on the agenda.

6.10.3 Extraordinary General Meetings (EGM) 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. To be quorate an EGM must have at least 51% of the School's Partners present.

7 Leadership Groups

- 7.1 Leadership Groups (Groups) are formed to facilitate collaboration between members and are focused on specific markets, topics, or categories of supply. These Groups focus the future content and activities of the School in a way that is consistent with the School's Vision, Mission, and guiding principles.
- 7.2 The School Board shall approve the formation of a new Group and shall agree its terms of reference.
- 7.3 Each Group is required to:
- Drive the collaboration between Partners
 - Identify the knowledge required to deliver a sustainable built environment
 - Drive the uptake of learning in their own organisations and their supply chains.
- 7.4 Each Group shall have its own chair which shall be approved by the group with a majority vote of that group.
- 7.5 The Partners active within that Group may at any time request and elect a new chairman.
- 7.6 Partners can select representatives to join a number of Groups as set out in the Business plan, the fees for joining these Groups will also be set in the Business Plan.

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- 7.7 The number of representatives in Groups is unlimited; if the Group gets too large then the School Board may determine a different method of engagement with that Group.
- 7.8 Each Group must appoint a representative to report the Group's activities to the School Board via the Operations Group in a format to be decided by the Board annually.
- 7.9 Each Group shall be facilitated by a School Team member and have other resources as required, that shall be appointed and funded with a budget as agreed in the annual Business Plan.

8 School Team support for all Groups

- 8.1 Key accountabilities of the School Team shall be
- To support, build trust and consensus within the Groups and to provide advice to the Groups on the effectiveness of the proposed activities
 - Ensure the Partners work with other Groups and as a team align the interests of the Group to those of the School
- 8.2 Key duties of the School Team 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 quarterly update reports to enable the School Director to report to the School Board and Partners.
 - Work with the Partners in each Group to prepare proposals and Business Plans for the development of content and activities of the Group for consideration of the Group and School Board.
 - The School Team 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 the Minutes within 7 working days of receipt. Any challenges to the Minutes shall be made to the Chair. If necessary, the School Team shall re-issue the minutes.

9 Operations Group

- 9.1 The Operations Group will consist of at least 2 of the School Team members who facilitate each of the Groups plus nominated

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representatives from Partners who wish to advise the School Team on operational matters of the School.

- 9.2 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 performance, format of supplier days, web \ dashboard functionality, overall content and format of training, joining up cross sector activity etc.
- 9.3 The Operations Group will meet bi-monthly, or as agreed by the Operations Group.
- 9.4 The School Director will report the recommendations of the Operations Group to the School Board.
- 9.5 The School Team members will report the recommendations of the Operations Group to the groups they facilitate.

10 Change Control

- 10.1 Save for the exclusion set out in clause 10.3, any proposed alterations to this Constitution or any Schedule may only be considered at an Annual General Meeting or Extraordinary General Meeting convened with the required written notice of the proposal. Any amendment must be proposed by Partner and seconded by another Partner. Such amendments shall be passed if supported by not less than two-thirds of those representatives present at the Annual General Meeting or Extraordinary General, assuming that a quorum has been achieved.
- 10.2 Any amendment agreed in accordance with 10.1 above shall be recorded in writing and a formal amendment shall be issued in relation to this Constitution or any Schedule.
- 10.3 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.

11 Partner behaviour

11.1 Values and Code of Ethics

- 11.2 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:

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- 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.

11.2 All Parties shall

- Respect the confidentiality of personal data as defined by UK GDPR legislation.
- 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 Partners and Members 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.

11.3 Partners are expected to act within the guiding principles of the School and in the best interests of the School. In particular Partners acknowledge that the School is a collaboration and knowledge hub for mutual improvement, not a marketplace for winning new business.

11.4 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. In this situation the School Director will have discretion about whether the Partner forfeits any fees paid.

11.5 The Party has the right to appeal at the Board meeting immediately after notification has been made to the Party of termination. If immediate action is required, the School Director will set up a Board sub-group comprising of at least two Board members and the School Director to hear the appeal of the Partner.

11.6 Although a collaborative endeavour no Partner shall engage in any anti-competitive behavior, including but not limited to any behaviour which

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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.
- 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 Partner or Member or otherwise using the School to facilitate any coordinated action, policy or practice which could affect competition in the industry.
- soliciting, obtaining, communicating, or disclosing commercially sensitive information to or from any other Partner or Member which might affect competition in the industry.

12 Confidentiality

- 12.1 The Delivery Partner must be registered with the Data Commissioner as a Data Controller and maintain Cyber Essentials data security accreditation.
- 12.2 The Delivery Partner must at all times comply with UK GDPR regulations and inform the Board of any breaches.
- 12.3 The Delivery Partner should maintain a Data Sharing Agreement to which all Partners should agree as part of the process of becoming a Partner to the School. If the School Director considers substantial changes are required for the Data Sharing Agreement these should receive the approval of the School Board.
- 12.4 Partners who wish to have their own Data Sharing Agreement can at their own cost put in place an alternative agreement on the condition that its conditions are as stringent as those within the School's DSA. Any Partner wishing to do this must meet their own cost of putting this alternative agreement in place.
- 12.2 All Parties undertake to keep confidential any Confidential Information from all other Parties 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

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- 12.2 Any disclosure of any Confidential Information except for the transfer of information to employees, agents and professional advisors of a Party 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 from the Board and the originator of the Confidential Information.
- 12.3 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.
- 12.4 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.

13 Intellectual Property Rights

- 13.1 The Deliver Partner should keep a Schedule of Intellectual Property that details the asset, whether background or foreground, date of creation, date of last modification and ownership. The ownership and use of Intellectual Property Rights is set out below:
- 13.1.1 The Foreground Intellectual Property embedded in the text and imagery on the website and the learning management system is owned by the Delivery Partner for the use of the School and its Partners to deliver the School's Mission and Vision.
- 13.1.2 The Foreground Intellectual Property in the e-learning, training materials and training workshops is the property of the organisation that funded this development.
- 13.1.2 Organisations who fund the development of e-learning, training materials and training workshops agree to grant to the School and the Delivery Partner (Action Sustainability (Trading) Ltd) a perpetual, royalty-free, non-transferrable, non-exclusive, worldwide license to exploit the **Foreground IPR** in the Built Environment industry, provided always that any such exploitation is subject to the funders prior written approval such approval not to be unreasonably withheld.
- 13.1.3 The Background Intellectual Property related to the function of the School is the property of Action Sustainability (Trading) Ltd. This includes the platform, domain name, learning management system, prioritization tool, self-evaluation tool and the methodology for selecting content and developing action plans. Action Sustainability (Trading) Ltd owns the

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Background Intellectual Property in the logo for the School and has registered this copyright.

- 13.1.4 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.
- 13.1.5 The Background Intellectual Property including the e-learning modules, training materials and training workshops shall remain with the Training Providers who developed these materials or ran these courses. Any foreground Intellectual Property developed shall be the property of the Delivery Partner or the funding organisation that has commissioned this work.
- 13.1.6 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.
- 13.1.7 Any party that creates any Foreground Intellectual Property not covered by clause 13.1.6 in relation to the School assigns such Intellectual Property with full title guarantee to the Delivery Partner to enable it to undertake its obligations set out in Clause 13.3 of this Constitution, unless agreed otherwise in advance in writing by the School Board.
- 13.2 All parties who own any Background Intellectual Property in relation to the School, and the Foreground Intellectual Property set out in clauses 13.1.5 and 13.1.6 shall grant to the Delivery Partner and 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 Built Environment industry.
- 13.3 The School Board requires the Delivery Partner to seek 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 13.1 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.
- 13.4 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 Foreground Intellectual Property related to the School is used outside of the UK Built Environment industry. In such cases an appropriate license fee will be agreed with the Board.
- 13.5 The Delivery Partner has the right to develop other online learning platforms (Schools) in other industry sectors and countries for their own

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benefit, at their own cost and risk. The Delivery Partner should inform the Board of any such developments.

14 Branding

- 14.1 All Partners, shall have the right to use the School brand and logo in their publicity materials, tenders, and other public representations.
- 14.2 The Delivery Partner has to maintain a registered copyright of the School logo.

15 Liability

- 15.1 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.
- 15.2 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.
- 15.3 The Partners shall not be liable for any tax administration of the School.

16 Termination of Partnership

- 16.1 Any Party may terminate their Partnership in accordance with the relevant Schedule, which details their relationship to the School.
- 16.2 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.
- 16.3 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.

17 Dissolution of the School

- 17.1 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

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convene an Extraordinary General Meeting of the Partners to be held not less than one month thereafter to discuss and vote on the resolution.

- 17.2 If, at that Extraordinary General Meeting, the resolution is carried by at least 75% 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.
- 17.3 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.

18 General

- 18.1 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.
- 18.2 The Delivery Partner should notify the Board of any change of control or ownership. A change of control occurs when in period of 12 months; more than 50% of the ownership of the Delivery Partner, or more than 50% of the Directors of the Delivery Partner change. In the event of a change of control or ownership the School Board has the right to review the terms of this Constitution if they have reasonable grounds to believe the new ownership will lead to either significantly reduced performance by the Delivery Partner or the Delivery Partner is not operating within the Values of the School.
- 18.3 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.
- 18.4 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.

19 Jurisdiction

- 19.1 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.