

UK Constitution 1st June 2025

1 Purpose of the UK 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;
"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 - We seek global best practice to reach Partners' supply chains across the UK and outside the UK, where appropriate. Our delivery partner will respond to opportunities to internationalise 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 and pay their respective Partnership fee to the Delivery Partner.
 - 1.3.8 Funding: We normally fund the School from Partner contributions, franchise fees and appropriate sources of government or industry funding. We will not ask members for money. We may allow appropriate commercial sponsorship of our learning content or activities where it can be accessed free at the point of use by the members.

2 Purpose of this School Constitution

- 2.1 This Constitution sets out the terms and the principles for the role of the Board (as strategic advisors) the Delivery Partner and the Partners.

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- 2.2 This Constitution shall become effective on [INSERT DATE OF 2025 AGM] and replaces the previous constitutions dated 1st April 2023, 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 This Constitution forms the contractual relationship between the Parties and shall be effective upon execution of the applicable Schedule by both the Partner and the Delivery Partner. The Parties agree that each version of the Constitution shall be incorporated into the contractual relationship between the Parties for the period that it was or shall be in force (irrespective of when the applicable Schedule was executed).

3 Definitions and Interpretation

- 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 Delivery Partner 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 all IPR in the Learning Management System, or any other IPR owned by a Party that existed before the formation of the School, or before the Parties entered into a contract with the Delivery Partner.
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.
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 .

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Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) 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).
Delivery Partner	Action Sustainability (Trading) Ltd as described in section 5.
Delivery Plan	means the plan of activities that will be delivered by the Delivery Partner in consultation with the Partners.
Foreground IPR	means any IPR in any Learning Content that is developed by one or more of the Parties and is used by the School in delivering its Mission.
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.
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
Learning Content	any learning that is held by the School in the resource library of the School (including, without limitation, e-learning, videos, briefing papers, reports or training courses).
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 of the School in a way that is consistent with the School's Vision, Mission, and guiding principles.
Learning Management System	all Intellectual Property Rights in the platform, domain name, website (including software, text and imagery) and the learning management system (including, without limitation, the prioritization tool, self-evaluation tools and the methodology for selecting content and developing action plans, and

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	management functions for users, partners and events).
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 and Members.
Partners	means all organisations which are participating in the School and who have signed up to and comply with the applicable Partners Schedule. For the avoidance of doubt, being a Partner in the School does not create or constitute any form of legal partnership.
Schedule	means the Partner Schedule, which shall be incorporated into this Constitution upon execution by the relevant Partner and the Delivery Partner.
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 who represent the Partners, and fulfil the role of the School Board as described in 6.1.
School Director	means the person appointed by the Delivery Partner to lead the School and run the business of the School.
Significant Funding Partners	means an organisation who in addition to becoming a Partner. following the execution of the applicable Schedule with the Delivery Partner regarding the School, is granted additional rights due to their significant funding contribution and will have the

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right to vote for board members if an election falls within their period of their funding. The Board will also have the discretion to offer the Significant Funding Partner a seat on the Board for the period of their funding.

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| 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. |
- 3.2 Headings in this Constitution are used for convenience only and shall not affect the construction or interpretation of this Constitution.
 - 3.3 A reference in this Constitution to a clause is a reference to the relevant clause of this Constitution unless expressly provided otherwise.
 - 3.4 The Schedule(s) (as applicable) form part of this Constitution and shall have effect as if set out in full in the body of this Constitution. Any reference to this Constitution includes the Schedules.
 - 3.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - 3.5.1 any subordinate legislation from time to time made under it; and
 - 3.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
 - 3.6 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
 - 3.7 If there is any uncertainty or inconsistency between this Constitution and the Schedules, this Constitution shall prevail.
 - 3.8 A reference to a Party shall be understood to mean all of the Parties to 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.
- 4.3 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**

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or create any form of legal partnership.

- 4.4 Each Partner will legally contract directly with the Delivery Partner, by way of execution of the applicable Schedule (thereby incorporating this Constitution), for the purpose of the Delivery Partner providing the Partners with access to the School platform and associated opportunities for collaboration. This Constitution and applicable Schedule sets out, amongst other things, the obligations and responsibilities of the Parties, including Partner's payment terms.

5 Delivery Partner Responsibilities

- 5.1 Action Sustainability (Trading) Ltd., company number 07275849, registered in England and Wales, is the Delivery Partner of the School in the UK.
- 5.2 Action Sustainability (Trading) Ltd., as provider of the School is responsible for delivering, operating, and maintaining the School across the UK in line with the agreed Delivery Plan.
- 5.3 Action Sustainability (Trading) Ltd carries the financial risk of operating the School and is responsible for obtaining the funds and procuring the resources necessary to deliver the Delivery Plan.
- 5.4 Action Sustainability (Trading) Ltd shall use reasonable endeavours to make a return on investment that is reported to the School Board annually.
- 5.5 Action Sustainability (Trading) Ltd. shall provide to the School Board their annual published financial accounts to allow the School's Board to confirm that the Delivery Partner is a going concern and financially capable of continuing to undertake the responsibilities assigned to them.

6 School Board Responsibilities

- 6.1 The School Board shall be responsible for advising the Delivery Partner on the Vision, Mission, Values, governance, strategy, future direction, and senior industry level positioning of the School.
- 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:

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- To continually advise on the development of the Vision, Mission and direction for the School that supports the long-term interests of Partners and their stakeholders.
- To advise the Delivery Partner regarding the delivery of the School.
- To approve the KPIs and review the progress against KPIs.
- To promote the activities of the School, and disseminate the lessons learned, as widely as possible within the industry beyond.
- To advise and inform the strategy of the School for its long-term sustainability.

6.7 For the avoidance of doubt, a Board Member does not amount to a formal company directorship and does not convey any fiduciary duties or any other duties of directors as provided for in the Company Act 2006.

7 Officers for the School Board

7.1 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 whose appointment shall be approved by the Board subject to clause 7.2.1 and 7.2.2.
- 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.

7.2 Election of Chair

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

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

7.3 Selection of members to the School Board

7.3.1 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.

7.3.2 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

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the Partners with at least 1 month's notice.

- 7.3.3 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.
- 7.3.4 Nominations must be an employee of a Partner of the School.
- 7.3.5 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.
- 7.3.6 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.
- 7.3.7 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. Only one person may vote from each Partner. That person 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 1 vote per Board vacancy and just 1 vote per candidate. Partners are requested to consider the responsibilities set out in Clause 6.6 when making their vote.
- 7.3.8 Voting will be by secret ballot.
- 7.3.9 The selection shall be carried out annually, unless no Board members have resigned.
- 7.3.10 Should Board members resign throughout the year the School Board can at its discretion go back the nominations in the most recent selection process and recommend new appointments.
- 7.3.11 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.
- 7.3.12 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.
- 7.3.13 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 6.8 shall be followed.
- 7.3.14 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.

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7.3.15 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.

7.3.16 if a Board Member resigns or is no longer employed by the Partner he or she work 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 7.6 below.

7.4 Selection Criteria

- 7.4.1 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.
 - 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.

7.5 School Board Meetings (Meetings)

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

7.5.2 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.

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

- 7.5.3.1 School strategy and planning
- 7.5.3.2 Proposals for future development

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- 7.5.3.3 School and Sector Group Operations Reports
- 7.5.3.4 AOB

- 7.5.4 The agenda and all briefing papers for Board meetings are to be circulated 5 working days before the date of the meeting.
- 7.5.5 The Delivery Partner 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.
- 7.5.6 The Delivery Partner shall ensure that the School Board is consulted appropriately prior to any recommendations being raised at a Meeting.
- 7.5.7 To be quorate a Board meeting must have at least five Board members present.

7.6 Annual General Meeting

- 7.6.1 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.
- 7.6.2 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 annual financial summary of the School.
 - Review the financial condition of the Delivery Partner through publicly available information.
 - Receive the annual impact report from the School Director.
 - Receive a presentation of the Delivery 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.
- 7.6.3 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.

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8 Leadership Groups

- 8.1 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.
- 8.2 The School Board shall approve the formation of a new Group and shall agree its terms of reference.
- 8.3 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.
- 8.4 Each Group shall have its own chair which shall be approved by the group with a majority vote of that group.
- 8.5 The Partners active within that Group may at any time request and elect a new chairman.
- 8.6 Partners can select representatives to join a number of Groups as set out in their Partner Schedule.
- 8.7 The number of representatives in Groups is unlimited; if the Group get too large then the School Board may determine a different method of engagement with that Group.
- 8.8 Each Group shall be facilitated by a Delivery Partner member.

9 Delivery Partner support for all Groups

- 9.1 Key accountabilities of the Delivery Partner for the support to the Groups 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
- 9.2 Key duties of the Delivery Partner shall be
 - Organise Group meetings, prepare agendas and record and distribute the minutes.
 - Carry out research and analysis work as required by the Group

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- 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 develop content and facilitate the activities of the Group.
- The Delivery Partner 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 Delivery Partner shall re-issue the minutes.

10 Change Control

- 10.1 Save for the exclusion set out in clause 10.3, any proposed amendment to this Constitution may be proposed by any Party and should be submitted to the Board who shall review the amendment at a School Board Meeting. Any amendment must be approved by both the Delivery Partner and a majority of the Board. For the avoidance of doubt that Board meeting must be quorate, that is five Board members are in attendance. Once approved amendments then need to be agreed by a majority of the Partners in attendance at an AGM or EGM.
- 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 PartnerSchedule, 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

- 11.1.1 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.

11.2 All Parties shall

- Comply with all Data Protection Legislation as applicable to their obligations under this Constitution

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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 Partners and Members in developing their sustainability skills
 - Ensure that their business behaviour upholds the highest standards of ethics, particularly those advocated through the content of the School
 - Comply with all applicable laws, statutes and regulations from time to time in force and 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 behaviour, including but not limited to any behaviour which breaches any anti-competitive legislation. In particular, the following non-exhaustive list of 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

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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 Data Protection Legislation as applicable to its obligations under this Constitution and inform the Board of any breaches.
- 12.3 The Delivery Partner maintains 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.
- 12.5 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
- 12.6 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.
- 12.7 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.

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- 12.8 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 Delivery Partner shall 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 Intellectual Property related to Learning Management System, the School logo (trademark) and the names 'Supply Chain School' and 'Supply Chain Sustainability School' are the property of Action Sustainability (Trading) Ltd.

- 13.1.2 To the extent any Foreground IPR is commissioned by and/or owned by a Partner, that Partner shall grant to the Delivery Partner a perpetual, irrevocable, non-exclusive, royalty free, worldwide licence to use, exploit and sublicense such Foreground IPR for the use of the School and its Partners to deliver the School's Mission and Vision.

- 13.1.3 The Delivery Partner grants to each Partner, a non-exclusive licence to use, reproduce, publish, distribute and adapt the Foreground IPR in any e-learning, training materials and training workshops which are available on the Learning Management System from time to time. The licence granted by this clause to any Partner shall terminate automatically upon the earlier of: a) cessation or failure by the Partner to pay the Partnership Fee when due; and b) the expiry or termination of the agreement between the Delivery Partner and the Partner.

- 13.2 To the extent any Partner owns any Background Intellectual Property and in relation to the School, that Partner grants to the Delivery Partner and all Partners a perpetual, irrevocable, non-exclusive, royalty free, non-transferable license to use such Background Intellectual Property for use anywhere in the world for the sole purpose of the Delivery Partner meeting its obligations under this Constitution.

- 13.3 The Delivery Partner has the right to develop other online learning platforms (Schools) in other industry sectors and countries for their own benefit, at their own cost and risk. The Delivery Partner should inform the Board of any such developments.

- 13.4 If any Learning Content is used for other Schools, the Delivery Partner agrees to secure a payment from that new School to the School equal to 10% of the annual revenue of that School to a maximum of £26,000 (to rise by no more than CPI annually from 2026).

- 13.5 Where any Partner contributes any Foreground IPR or Background IPR

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under this clause 13, that Partner warrants any Content IP contributed by it is its sole work and is not copied from any other source.

13.6 Should the Delivery Partner decide that it no longer wishes to operate the School, it shall give the Board 12 month's notice of its decision and use its reasonable endeavours to agree with the Board, within 3 months of providing such notice, a transition plan to a new Delivery Partner or other reasonable arrangement that would allow the Partners to continue to access the Learning Content.

13.7 In the event the Delivery Partner is insolvent but continues to trade under the appointment of an administrator, and where the administrator is unable to dispose of the business and assets of the Delivery Partner to a suitable buyer within a period of 3 months (or such other period as is agreed with the Delivery Partner), the Delivery Partner will:

13.7.1 provide to a nominated Partner (on behalf of all other Partners who have paid the Partnership Fee) free of charge, one copy in a suitable format of all the Learning Content that is listed on the IP register as being owned by the Delivery Partner; and

13.7.2 permit the nominated Partner to grant to the other Partners, (subject to their payment of the Partnership Fee and the continuance of their agreement with the Delivery Partner), a non-exclusive, royalty free licence to use, reproduce, publish, distribute and adapt such Learning Content for their internal business purposes

until such time as the administrator completes the sale of the business and assets of the Delivery Partner to a suitable buyer.

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. Any goodwill derived from the use by the Partner of the School name, brand and logo shall accrue to the Delivery Partner. The Delivery Partner may, at any time, call for a document confirming the assignment of that goodwill and the Partner shall immediately execute it.

15 Liability

15.1 Save for any liability arising in connection with any breach of clauses 11.6 and 13, each Partners liability to any other Party in contract, tort, negligence, or howsoever arising for any and all direct and indirect losses arising under or in connection with this Constitution shall be limited to the value of the funds such Partner has contributed to the School.

15.2 The Delivery Partner's total liability to any other Party in contract, tort (including negligence and breach of statutory duty howsoever arising),

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misrepresentation (whether innocent or negligent), restitution howsoever arising under or in connection with this Constitution shall be limited to the total value of the funds contributed to the School by the relevant Partner bringing any such claim.

15.3 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.

15.4 The Partners shall not be liable for any tax administration of the School.

16 Termination of Partnership

16.1 The Delivery Partner may terminate any Partner's membership to the School if they are in breach of any of the terms of this Constitution, including any relevant Schedule, if such breach has not been remedied by the relevant Partner within 20 days after receiving notice of the breach from the Delivery Partner. The School Board may make a recommendation to the Delivery Partner for the termination of any Partner's partnership to the School for any breach of the Constitution whereupon the Delivery Partner shall decide, in its sole discretion, whether to terminate the Partner's membership.

16.2 Partners can terminate their Partnership by giving a minimum of 30 days' notice to the School prior to the anniversary of their effective date.

16.3 In the event of termination by the Partner, the Partner will receive no repayment of their annual partnership fee for any remaining period of their annual partnership payment.

16.4 In the event of termination by the Partner, the Partner shall return all documentation, software, or other material, in all relevant formats to the School, to the Delivery Partner and shall ensure that it complies with the license to the Delivery Partner all Intellectual Property Rights related to the School.

16.5 Should the Partner's annual fee be overdue for payment by 3 months or more, and should the Partner choose to terminate, they will be liable for a 50% payment for services rendered during this time. Therefore, a cancelling Partner whose invoice was 3 months overdue would be liable to make a payment equivalent of 1.5 months' Partnership fee.

16.6 In the event of termination all obligations and benefits shall cease on the date of termination and the Partner agrees to delete any learning content that has been provided by the Delivery Partner for use on the Partner's learning management system.

16.7 In the event that the Delivery Partner: a) becomes insolvent or b) is

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unable or unwilling to continue with the delivery, operation and maintenance the School in accordance with clause 5.2, the Delivery Partner shall consult with the School Board with regards to any actions that may be reasonable to facilitate the continuity of the School and/or access to the Learning Content. The Delivery Partner shall act cooperatively and in good faith during any such consultation.

17 General

- 17.1 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.
- 17.2 The Delivery Partner shall notify the Board of any change of its control or ownership.
- 17.3 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.
- 17.4 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.

18 Jurisdiction

- 18.1 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 in connection with this Constitution, except in relation to any enforcement action where it may be necessary for Partner's domestic courts (for example in the United States) to have jurisdiction in relation to any injunction or other equitable relief.

19 Force Majeure

- 19.1 If any Party is delayed or prevented in the performance of any of its obligations under this Constitution by an event, circumstance or cause beyond its reasonable control which, by its nature, could not have been foreseen or, if foreseeable, was unavoidable (including war or other armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, national or international emergency or calamity, strikes, lock-outs or other industrial disputes, (whether involving its own workforce or any third party's), failure of energy supply, disruption to transport, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of buildings or other structures, fires, floods, storms, earthquakes, natural disasters, extreme weather conditions, other acts of God, loss at sea,

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epidemics or similar events and default of suppliers or sub-contractors caused by any such event), that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that Party, using all reasonable endeavours, to perform that obligation.

- 19.2 If the performance of any of a Party's obligations under this Constitution is delayed or prevented as described in clause 19.1 for a continuous period of one (1) month, the Party whose performance is not affected may terminate its membership to the Constitution, without liability to the other, by giving notice to the other.

20 Assignment

- 20.1 This Constitution is personal to the Parties and no Party shall assign, transfer, mortgage, charge, or deal in any other manner with any or all of its rights and/or obligations under this Constitution without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

21 Entire Agreement

- 21.1 This Constitution the documents referred to in this Constitution constitutes the entire agreement and understanding of the Parties and supersedes and extinguishes all previous drafts, agreements and understandings between them, whether oral or in writing, relating to its subject matter.
- 21.2 Each Party acknowledges and agrees that in entering into this Constitution it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, warranty or understanding made by or on behalf of a Party (whether made innocently or negligently) which is not expressly set out in this Constitution.

22 Severance

- 22.1 If any provision, or part of a provision, of this Constitution is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the other provisions of this Constitution, which shall remain in full force and effect.

23 Rights Of Third Parties

- 23.1 No term of this Constitution shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Constitution.