

DATED 26.9.23

(1) THE NEW GUILD TRUST

(2) THE SOCIETAS TRUST

(3) THE VALIANT SCHOOL CIC

COLLABORATION AGREEMENT

THIS AGREEMENT is made on **2023**

BETWEEN:

(1) **THE NEW GUILD TRUST** a company limited by guarantee registered in England and Wales (company number 11185205) whose registered office is situated at Moorpark Junior School, Park Road, Burslem, Stoke on Trent, ST6 1EL (“NGT”)

(1) **THE SOCIETAS TRUST** a company limited by guarantee registered in England and Wales (company number 09987031) whose registered office is situated at Ellison Primary Academy, Ellison Street, Newcastle-under-Lyme, ST5 0BL (“ST”)

(1) **THE VALIANT SCHOOL CIC** is a company limited by guarantee registered in England and Wales (company number 14527152) whose registered office is situated at May Street, Burslem, ST6 1JA (“CIC”)

HEREINAFTER REFERRED TO AS THE PARTIES.

WHEREAS

The parties have agreed from the date of this Agreement to collaborate with each other and this Agreement is intended to set out the terms of the collaboration and will in particular set out the vision as well set out the responsibilities and communication mechanisms between the parties.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words shall have the following meanings:

Stakeholder – anyone with a vested interest in any of the parties (e.g. Staff Members, Governors, Pupils, Parents etc.)

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 use of the singular includes the plural (and *vice versa*) and use of any gender includes the other genders;

1.2.2 a reference to a party is to a party to this Agreement and shall include that party's personal representatives, successors or permitted assignees;

1.2.3 a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organisations, governments, states, foundations, trusts and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence); and

1.2.4 a reference to a Clause or Schedule is to the relevant clause of or schedule to this Agreement; a reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears.

1.3 The Schedules form an integral part of this Agreement and have effect as if set out in full in the body of this Agreement. A reference to this Agreement includes the Schedules.

1.4 In the event of any conflict or inconsistency between the Clauses and the Schedules of this Agreement, the Clauses shall prevail.

1.5 General words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms.

- 1.6 Any reference to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it as from time to time amended, consolidated or re-enacted

2. GOALS AND OBJECTIVES

- 2.1 In signing this Agreement, the parties agree to fully collaborate with one another at all levels to the benefit of their respective stakeholders and the wider communities they each serve; to respect each other's ethos and values at all times; to promote the good working relationship of the parties, whenever and wherever possible.

3. COLLABORATION VALUES

- 3.1 The underlying values of this Agreement are rooted in honesty, transparency and mutual respect. Each of the parties, in signing this Agreement, agrees to respect and abide by these values and all those values held by the other parties.

4. ROLES AND RESPONSIBILITIES

- 4.1 The parties, in signing this Agreement, agree to be responsible for the success of the Agreement to the benefit of their respective stakeholders and the wider communities they each serve. For the both Trust, the Trust Board Chairs ultimately have this responsibility, and for the CIC, the responsibility ultimately lies with the Chair of the Proprietor Board.

5. EVALUATION

- 5.1 It shall be for the parties, both individually and jointly, to evaluate the success of this Agreement to the benefit of their respective stakeholders and the wider communities they each serve. The Agreement shall be reviewed annually by all the parties.

6. DECISION MAKING

- 6.1 Whilst this Agreement does not contractually bind the parties, nor make the parties legally responsible for each other, it is recognised that the parties, whilst working together in the interest of their respective stakeholders and the wider communities they each serve, may take joint decisions from time to time. Where decisions are taken jointly, all the parties will seek to abide by them to the best of their abilities.

7. RESOLVING CONFLICTS

- 7.1 Where conflicts arise, it will be for the parties to work together constructively to resolve them in the interest of their respective stakeholders and the wider communities they each serve. Should such a resolution not be possible, then the affected parties may serve notice on the other parties to terminate this Agreement.

8. JOINT PLANNING OF THE COLLABORATION BETWEEN THE PARTIES INCLUDING COMMUNICATION AS SET OUT IN SCHEDULE 1.

- 8.1 The parties, under the terms of this agreement, will also abide by the joint planning of the collaboration, including communication, as set out in Schedule 1.
- 8.2 Where there is a cost (£) for any activity or service to be entered into as part of Schedule 1, prior agreement must be sought from all the parties, including how the cost is to be shared amongst the parties.

9. OTHER OBLIGATIONS OF THE PARTIES AS SET OUT IN SCHEDULE 2

9.1 The parties, under the terms of this agreement, will also abide by the other obligations as set out in Schedule 2.

9.2 Where there is a cost (£) for any activity or service to be entered into as part of Schedule 2, prior agreement must be sought from all the parties, including how the cost is to be shared amongst the parties.

10. CONFIDENTIALITY

Each party undertakes to the others that it will keep the contents of this Agreement, and any other information or data exchanged between the parties, confidential as between the parties and the Department for Education (or its successors) except to the extent that disclosure is required by law.

11. THIRD PARTIES

No person who is not a party to this Agreement is intended to reserve a benefit under, or be entitled to enforce, this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") save that any Contractor may enjoy the benefit and enforce the terms of this Agreement in accordance with the Act. Notwithstanding this, neither party requires the consent of any Contractor to rescind or vary this Agreement at any time, even if that variation or rescission affects the benefits conferred on such Contractor.

12. FORCE MAJEURE

No party will be liable to the other parties for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control.

13. GENERAL

13.1 No forbearance or delay by any party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

13.2 No variation of this Agreement will be valid unless recorded in writing and signed by or on behalf of each of the parties to this Agreement.

13.3 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be illegal, the other provisions will remain unaffected and in force.

13.4 Nothing in this Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between the parties or as authorising any party to act as agent for the other parties. No party will have authority to make representations for, act in the name or on behalf of or otherwise to bind the other parties in any way.

13.5 No party will make any announcement relating to this Agreement or its subject matter without the prior written approval of the other parties (such approval not to be unreasonably withheld or delayed).

13.6 Each party will, by agreement of all the parties, do (or procure others to do) everything necessary to give all the parties the full benefit of this Agreement.

13.7 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class or recorded delivery or by

commercial courier, to each party required to receive the notice at the addresses specified by the relevant party by written notice to the others (and if no such address is specified), the address set out at the front of this Agreement.

- 13.8 Any notice shall be deemed to have been duly received:
- 13.8.1 if delivered personally, when left at the address and for the contract referred to in this Clause; or
 - 13.8.2 if sent by pre-paid first class post or recorded delivery, at 9.00 a.m. on the second business day after posting; or
 - 13.8.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 13.9 A notice required to be given under this Agreement shall not be validly given if sent by email.
- 13.10 This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.
- 13.11 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in and supersedes any previous agreement between the parties.
- 13.12 Each of the parties acknowledge and agrees that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

14. GOVERNING LAW AND JURISDICTION

- 14.1 This Agreement will be governed by and interpreted in accordance with the law of England and Wales.
- 14.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

Duly authorised on behalf of the **THE NEW GUILD TRUST.**

SIGNED by  Louise Eagle.....

Duly authorised on behalf of the **THE SOCIETAS TRUST.**

SIGNED by  R.A. MACHIN.....

Duly authorised on behalf of the **THE VALIANT SCHOOL CIC.**

SIGNED by  E. L. Seer.....

SCHEDULE 1

JOINT PLANNING OF THE COLLABORATION BETWEEN THE PARTIES INCLUDING COMMUNICATION

The parties to the Agreement undertake to work collaboratively in such areas as (not exhaustive):

1. Regular meetings to drive collaborative planning, alignment and structures that work to improve stakeholder success and development;
2. Professional Development opportunities for stakeholders;
3. Networking opportunities for stakeholders;
4. MAT to MAT;
5. To provide to each other trained Trustees/ Directors/ Governors for the purpose of attending Panel Meetings etc. where required (subject to the skills, availability and independence of the individuals concerned);
6. Procurement;
7. Policy Development;
8. Moderation;
9. Staff Conference 2026;
10. Specialist Services;
11. Estates Management;
12. Workforce Development;
13. Alternative Provision;
14. Trauma Informed Awareness.

SCHEDULE 2

OTHER OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT

Under the terms of this agreement, the parties agree to the following obligations:

Each of The New Guild Trust ("NGT") and The Societas Trust ("ST") intend that as regards the appointment of any directors and members of The Valiant School CIC ("CIC"):

1. They shall each in good faith exercise all powers, rights, and entitlements available to them and act:
 - a. in accordance, and in compliance, with the CIC's articles of association;
 - b. in the best interests of the CIC;
 - c. to promote the objects and success of the CIC;
 - d. so that they shall not bring the CIC into disrepute; and
 - e. in accordance with Nolan Principles.
2. They may each appoint themselves, or a representative, as a director and/or a member of the CIC and at any time and from time to time may remove and replace any such representative by written notice to the CIC.
3. Each director and member of the CIC is subject to legal duties, including the requirement to always act in the best interests of the CIC and not the person appointing them. A director must also act independently and exercise independent judgement and manage (perceived as well as actual) conflicts (of interest and of loyalty) in accordance with the CIC's articles of association and any relevant policies and procedures (including any codes of conduct)
4. Managing such conflicts requires that there are sufficient numbers of independent directors and members not tainted by such conflicts.
5. In considering the appointment of any director (save any appointment in accordance with para 2 above) NGT and ST shall each:
 - a. have due regard to the composition of the board of directors, or of the membership as may be relevant, and
 - b. use their reasonable efforts to ensure any appointment made by them:
 - i. takes into account the necessary skills, expertise, and experience available to the CIC to promote and advance its Objects and to manage day to day matters;
 - ii. promotes equality, diversity, and inclusion; and
 - iii. facilitates and promotes the proper management of conflicts.