

Dated: December 2024

- (1) Northampton Primary Academy Trust**
- (2) Weston Favell Church of England Primary School**

Partnership Agreement relating to the Northampton Primary Academy Trust Partnership

This agreement is made on 15th December 2023

Parties

- (1) **Northampton Primary Academy Trust** an exempt charity and company limited by guarantee registered in England and Wales (company number 08172039) whose registered office is at Headlands Primary School, Bushland Road, Northampton, Northamptonshire, NN3 2NS (NPAT); and
- (2) **Weston Favell Church of England Primary School** an exempt charity and company limited by guarantee registered in England and Wales (company number 08208801) whose registered office is at Westwood Way, Wellingborough Road, Weston Favell, Northampton, Northamptonshire, NN3 3HH (WFPS),

together the parties and each a party.

Introduction

- (A) Northampton Primary Academy Trust Partnership (NPAT Schools Partnership) is a collaboration of state funded schools. Recognising the complexity of the education system the NPAT Schools Partnership incorporates a number of different education organisations. The anchor institutions to the partnership are NPAT and WFPS.
- (B) NPAT is a successful multi-academy trust that currently maintains 11 schools (the NPAT Schools). WFPS is a successful standalone academy trust that operates Weston Favell Church of England Primary School (Weston Favell).
- (C) The NPAT Schools Partnership provides a unique response to the school's landscape by providing a collaborative approach that enables schools to collaborate without being part of one multi-academy trust where structural issues prevent conversion or transfer into NPAT itself.
- (D) NPAT Schools Partnership schools are committed to a set of agreed core values whilst (i) retaining the agency to innovate and develop their own identity and character (ii) committing to access core partnership services to support the effectiveness of the collaboration and the impact on the children served by the schools.
- (E) The Parties wish to record their agreement on the various matters set out below.

Agreed Terms

1 Interpretation

1.1 The following expressions shall have the following meanings unless inconsistent with the context:

Act	the Companies Act 2006;
Business Day	any day (other than a Saturday or Sunday or a bank or public holiday in England and Wales);
Business Hours	[8am to 5pm] on a Business Day;
Commencement Date	1 September 2022;

Confidential Information	any financial or other information in whatever form in respect of the Schools or the parties or any matter subject to or in connection with this agreement;
Collaboration Protocol	the protocol for joint working as set out in Schedule 2;
Core Partnership Services	<p>the core services that are provided to members of the NPAT Schools Partnership which include:</p> <ul style="list-style-type: none"> a) strategic support; b) educational support; c) financial Management; d) human resources and payroll; e) information technology; f) estates management; g) governance; h) contracts management; i) legal; j) risk management; k) policies, <p>as more particularly described in the Offer Document;</p>
Dispute Resolution Mechanism	the dispute resolution mechanism set out in Schedule 3;
FOIA	the Freedom of Information Act 2000 and any guidance and codes of practice issued thereunder from time to time by the Information Commissioner;
Information	has the meaning given under section 84 of the FOIA;
Intellectual Property Rights	means inventions, copyright, patents, database rights, trademarks, designs and confidential know-how and any similar rights anywhere in the world whether registered or not, including applications and the right to apply for any such rights;
NPAT Core Values	the core values of the NPAT Schools Partnership as set out in Part 1 of Schedule 1;
NPAT Partnership Activities	the programme of collaborative activities for the NPAT Schools Partnership including by way of example teaching and leadership development groups, curriculum framework and enhancement opportunities, NPAT specialist conferences and governance opportunities;

NPAT Vision & Values	the vision and values of the NPAT Schools Partnership as set out in Part 2 of Schedule 1;
NPAT School Expectations	the provision of educational excellence (which will be quality assured by no less than a good outcome by Ofsted) ensuring that all aspects of the school are compliant, effective and sustainable with agreed NPAT Partnership Schools policies.
Offer Document	the NPAT Schools Partnership document that particularises the core services provided to its schools together with the additional optional services that are available as updated each academic year;
Request for Information	shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations 2004;
Schools	means together the NPAT Schools and Weston Favell CoE Primary.
1.2	References to clauses and Schedules are to the clauses of and Schedules to this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
1.3	The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
1.4	A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied from time to time.
1.5	Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
1.6	Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
1.7	A person includes a natural person, corporate or unincorporated body and partnership (whether or not having separate legal personality).
1.8	A reference to a party shall include that party's successors and permitted assigns.
1.9	A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
1.10	A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 References to **agreed** means agreed in writing by or on behalf of each party;
- 1.13 References to a document in **agreed form** are to that document in the form agreed by the parties and initialled by them or on their behalf for identification.
- 1.14 Unless the context requires otherwise, words and expressions defined in the Articles shall have the same meaning when used in this agreement.
- 1.15 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

PART 1 - COLLABORATION

2 Overriding Principle

The parties affirm their intention, to conduct their respective trusts so far as possible as if they were part of one family of schools, in a manner that is permitted by and compatible with the parties respective articles of the association, the requirements of Peterborough Borough Diocesan Board of Education in respect of WFPS as a Church of England school, the parties respective funding agreements with the Secretary of State for Education and the laws of England and Wales and any regulations applicable to academy trusts and Church of England schools.

3 Aims and Objectives

- 3.1 Under this agreement, in furtherance of the overriding principle above the parties intend to work within a spirit of partnership whilst maintaining each party's individual identity, values and ethos in order to:
 - 3.1.1 work collaboratively and strategically to secure a high-quality education for all young people in the Schools;
 - 3.1.2 raise standards and accelerate progress in the Schools by working together;
 - 3.1.3 strengthen curriculum links and supporting resources to support the highest quality of teaching and NPAT Partnership's agreed curriculum frameworks and inclusive approaches at the Schools;
 - 3.1.4 to provide wide-ranging and enriching experiences and opportunities for children in the Schools;
 - 3.1.5 to reduce the inequality for disadvantaged children in the Schools;
 - 3.1.6 identify and share best practice in teaching, leading and managing school trusts; and
 - 3.1.7 act as a catalyst for wider partnership activities to improve school standards and reduce inequality,

together the Aims and Objectives.

- 3.2 The parties shall aim to work together to:
 - 3.2.1 ensure that each party utilises their respective resources efficiently and strategically to deliver the Aims and Objectives;
 - 3.2.2 respond to new initiatives, policy and practices in the operation and leadership of school trusts and their schools; and
 - 3.2.3 identify other areas where they can work together collaboratively in the future.

4 Conduct of the Parties

- 4.1 The parties shall work in good faith, with a spirit of openness, honesty, trust and respect for each other and each other's roles.
- 4.2 The parties acknowledge and agree to uphold the significant distinctive characteristics of each School.
- 4.3 Subject to clauses 4.2 and 4.5, each party:
 - 4.3.1 agrees to actively promote the NPAT Core Vision and Values.
 - 4.3.2 agrees to proactively engage in the NPAT Partnership Activities;
 - 4.3.3 shall, at all times, comply with and adhere to the terms of the Collaboration Protocol; and
 - 4.3.4 agrees that so long as this agreement remains in force and effect it will generally, do all things necessary to give effect to the terms of this agreement.
- 4.4 Subject to clause 4.5 WFPS agrees that unless agreed otherwise with NPAT's CEO to adhere to the NPAT School Expectations.
- 4.5 Notwithstanding anything contained in this agreement, the WFPS cannot be obliged to take any action or refrain from taking any action which is not permitted by, or otherwise in accordance with, its charitable objects from time to time, charity law or cause WFPS or any of its directors to be in breach of trust.

PART 2 - PARTNERSHIP WORKING ARRANGEMENTS AND SUPPORT SERVICES

5 Partnership Working Arrangements

- 5.1 In order to support the implementation of the collaborative work of the NPAT Schools Partnership from time to time:
 - 5.1.1 the parties may establish working groups or a partnership board on such terms as they agree; and/or

- 5.1.2 either party may invite a senior leader and/or director/trustee from the other party to attend board meetings as an observer on such terms as the relevant chair decides.
- 5.2 It is agreed that the parties shall ensure that their relevant staff attend headteacher, school business leader and other development meetings held by the NPAT Schools Partnership.

6 Provision of Services

- 6.1 Subject to the board of WFPS duty to always act and procure services which are in the best interests of the trust and in compliance with their financial regulations and public procurement law the parties acknowledge that WFPS will enter into a separate agreement with NPAT in respect of the provision of:
 - 6.1.1 the Core Partnership Services; and
 - 6.1.2 such other services as the parties agree.
- 6.2 The fees payable for the Core Partnership Services as well as any optional additional services shall be set annually in accordance with the terms of the agreement contemplated pursuant to clause 6.1 and NPAT covenants that the fee payable shall be the same as all other schools within NPAT.

PART 3 - GENERAL

7 Duration and Termination

- 7.1 This agreement shall come into effect on the Commencement Date and shall, subject to clause 7.2, continue in full force and effect until:
 - 7.1.1 the parties or their successors in title agree in writing to its termination and to the date on which such termination shall take effect;
 - 7.1.2 either party goes into liquidation whether voluntary or compulsory (other than for the purpose of an amalgamation or reconstruction approved by the other party); or
 - 7.1.3 either party is struck off the register under section 1000 or section 1001 of the Act.
- 7.2 Subject to clause 7.3, without prejudice to any other right or remedy available to it, either party may terminate this Agreement on giving not less than six months' written notice to the other party, such notice shall take effect no earlier than 1 September 2024.
- 7.3 In the event of termination by WFPS:
 - 7.3.1 WFPS shall continue to pay NPAT following termination for any services that are included within the Core Partnership Services where NPAT uses a third party to provide such services until the expiry or renegotiation of NPAT's then current contract with such third party or third parties;

- 7.3.2 NPAT shall provide such assistance as WFPS may reasonably require to effect a full and orderly transfer of the Core Partnership Services to WFPS or to a third party nominated by WFPS.
- 7.4 Termination of this agreement pursuant to this clause 7 shall be without prejudice to any accrued rights and liabilities of any of the parties.

8 Freedom of Information

- 8.1 Each party acknowledges that it and the other parties are subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and each party shall assist and cooperate with the others (at their own expense) to enable the other parties to comply with these Information disclosure obligations.
- 8.2 Where a party receives a Request for Information in relation to Information which it is holding on behalf of another party, it shall:
 - 8.2.1 transfer the Request for Information to the other party as soon as practicable after receipt and in any event within five Business Days of receiving a Request for Information;
 - 8.2.2 provide the other party with a copy of all Information in its possession or power in the form that the other party requires within five Business Days (or such other period as the other party may specify) of a request from the other party; and
 - 8.2.3 provide all necessary assistance as is reasonably requested by the other party, to enable that party to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.
- 8.3 Where a party receives a Request for Information which relates to Confidential Information, it shall inform the other parties of the Request for Information as soon as practicable after receipt and in any event within five Business Days of receiving a Request for Information.
- 8.4 If any party determines that Information (including Confidential Information) must be disclosed under the FOIA, it shall notify the other parties of that decision at least five Business Days before disclosure.
- 8.5 Each party shall be responsible for determining at its absolute discretion whether the Confidential Information and/or any other Information:
 - 8.5.1 is exempt from disclosure under the FOIA or the Environmental Information Regulations 2004; or
 - 8.5.2 is to be disclosed in response to a Request for Information.
- 8.6 Each party acknowledges that any other party may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the FOIA, be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose Information:

- 8.6.1 without consulting with the other parties, or
- 8.6.2 following consultation with the other parties and having taken their views into account.

9 Fairness Clause

In the event that any circumstance arises during the term of this agreement which is not within the contemplation of the parties at the date hereof, and not provided for in this agreement either expressly or impliedly, the parties agree that such matter shall be dealt with and resolved in such manner as shall operate between them for fairness and, so far as is possible, without detriment to the interests of any of them.

10 Resolving Disputes

- 10.1 If a dispute arises, the parties shall use all reasonable endeavours to negotiate in good faith a resolution of such dispute or settlement of such dispute in accordance with the Dispute Resolution Mechanism.
- 10.2 Notwithstanding the operation of the Dispute Resolution Mechanism at any time each party shall continue to comply with their respective obligations under this Agreement.

11 Intellectual Property

- 11.1 Each party keeps ownership of its existing Intellectual Property Rights (IPR)
- 11.2 Neither party has the right to use the other party's IPR, including any use of the other party's names, logos, or trademarks, other than as agreed in writing.
- 11.3 In the event of a forced separation of WFPS from NPAT, WFPS will retain the right to use NPAT curriculum planning indefinitely.

12 Confidentiality

- 12.1 Subject to the following provisions, no party shall disclose any Confidential Information (whether verbal, in writing or in electronic form).
- 12.2 Such Confidential Information or any part thereof may only be disclosed to or used by persons such as employees, sub-contractors and agents of a party who need to know the same for the purposes of performing its obligations under this agreement. Each party shall keep the Confidential Information secret and confidential and shall procure that such persons shall comply with substantially similar obligations of confidentiality as set out in this Deed.
- 12.3 The restriction on disclosure shall not apply to Confidential Information to the extent that it
 - 12.3.1 is required to be disclosed by law (including under FOIA) or by any governmental or other regulatory authority acting within the scope of its powers;

- 12.3.2 is or becomes part of the public domain through no fault of the receiving party;
 - 12.3.3 is known to the receiving party prior to the disclosure by the disclosing party without an obligation to keep such Confidential Information confidential;
 - 12.3.4 is subsequently furnished by the disclosing party to a third party without restriction on disclosure or use;
 - 12.3.5 is subsequently obtained by the receiving party from a third party without breach of any obligation of confidentiality owed to any third party or the disclosing party; or
 - 12.3.6 is approved for public release by the disclosing party and the disclosing party shall give prior written notification of such disclosure to the other party where practicable.
- 12.4 No party shall use any Confidential Information disclosed to it by any other party, its employees, agents or advisers for any purpose other than for the purpose of this agreement.
- 12.5 Each party shall use a reasonable standard of care in dealing with the other party's Confidential Information to maintain confidentiality and security of the Confidential Information.
- 12.6 On termination of this agreement, each party shall (and shall use all reasonable endeavours to procure that its subsidiaries, and its officers and employees and those of its subsidiaries and the Trust shall):
- 12.6.1 destroy or return to the other parties, all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information; and
 - 12.6.2 erase all the other parties' Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable);
- provided that a recipient party (and/or the Trust, as the case may be) may retain documents and materials containing, reflecting, incorporating or based on the other parties' Confidential Information to the extent required by law or any applicable governmental or regulatory authority.
- 12.7 The provisions of this clause 12 shall continue to apply after termination of this agreement for any cause.

13 Further assurance

At its own expense, each party shall (and shall use all reasonable endeavours to procure that any relevant third party shall) promptly execute and deliver such documents and perform such acts as any other party may reasonably require from time to time for the purpose of giving full effect to this agreement.

14 Assignment and other dealings

No party shall assign, transfer, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement (or any other document referred to in it) without the prior written consent of the other parties.

15 Entire agreement

15.1 This agreement (together with the documents referred to in it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, arrangements and understandings between them, whether written or oral, relating to their subject matter.

15.2 Each party acknowledges that in entering into this agreement (and any documents referred to in it), it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement or those documents.

15.3 Nothing in this clause shall limit or exclude any liability for fraud.

16 Variation and Waiver

16.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.2 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and signed by the person waiving such right or remedy and shall not be deemed a waiver of any subsequent right or remedy.

16.3 A failure or delay by any person to exercise any right or remedy provided under this agreement or by law, shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.4 A person that waives a right or remedy provided under this agreement or by law in relation to one person or takes or fails to take any action against that person, does not affect its rights or remedies in relation to any other person.

17 Costs

Except as expressly provided in this agreement, each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this agreement (and any documents referred to in it).

18 No partnership or agency

Nothing in this agreement is intended to, nor shall be deemed to, establish any partnership between the parties or constitute any party as the agent of another

party. Each party confirms that it is acting on its own behalf and not for the benefit of any other person.

19 Notices

19.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

19.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or

19.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):

(a) NPAT: admin@npatschools.org

(b) WFPS: Kirstin.westley@wfps.org.uk

19.2 Any notice shall be deemed to have been received:

19.2.1 if delivered by hand, at the time the notice is left at the proper address; or

19.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

19.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20 Severance

20.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

20.2 If any provision or part-provision of this agreement is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21 Third Party Rights

Unless it expressly states otherwise, this agreement does not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

22 Counterparts

This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each party has provided to the others at least one executed counterpart.

23 Inadequacy of Damages

Each party acknowledges and agrees that damages alone would not be an adequate remedy for breach of the provisions of this agreement. Accordingly, it agrees that any of the other parties will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of such clauses by it.

24 Rights and Remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

25 Governing Law and Jurisdiction

25.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

25.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Agreement.

Schedule 1

Part 1 - Core NPAT Values

‘Achieving Extraordinary Things’

The NPAT Schools Partnership’s core values are encapsulated in the statements below.

NPAT Schools Partnership schools and trusts are committed to these agreed core values whilst retaining the agency to innovate and develop their own identity and character.

‘Achieving Extraordinary Things’

1. We are driven by the determination to ensure that our schools sit at the heart of their local communities and are drivers for educational excellence for all.
2. Our moral purpose is rooted in high aspiration and ambition for all children, including those who face the greatest disadvantage in our most deprived communities and children with Special Educational Needs and Disability.
3. We are responsible for developing future citizens who have a voice that is heard, and who understand their place and responsibility in society.
4. We ensure that we use evidence-based research to inform our educational priorities. We recognise the importance of both high academic achievement and the development of the whole child through a wide range of opportunities with external partners, including the Royal Shakespeare Company and National Gallery.
5. We know that there is greater potential for realising our vision through working together as a family of schools providing support, collaboration and challenge. We are ‘one school with many doors.’ Our collective strength is epitomised through a shared focus on ensuring great teaching and curriculum, focussing on the most efficient use of resources in order to provide maximum value for money. Although our schools retain their own individual, unique character our strength is built on synergy - the belief that we can achieve more collectively than alone.
6. Our leaders are driven by the Nolan Principles of **selflessness, integrity, objectivity, accountability, openness, honesty and leadership.**

Part 2 - NPAT Vision & Values

NPAT is driven by a vision for educational excellence, high aspiration and achievement, and a commitment to a rich and rigorous curriculum which includes sport and the arts. This approach is encapsulated in our motto:

‘Achieving Extraordinary Things’

NPAT schools share our common vision and are committed to agreed principles whilst retaining the agency to innovate and develop their own identity and character.

NPAT Values Statement

We have clear values and beliefs that guide us in how we act and in decisions that we make. We are driven by the determination to ensure that our schools sit at the heart of their local communities and are drivers for educational excellence for all. Our moral purpose is rooted in high aspiration and ambition for all children, including those who face the greatest disadvantage in our most deprived communities and children with Special Educational Needs and Disability. We are responsible for developing future citizens who have a voice that is heard, and who understand their place and responsibility in society.

We ensure that we use evidence-based research to inform our educational priorities. We recognise the importance of both high academic achievement and the development of the whole child through a wide range of opportunities with external partners, including the Royal Shakespeare Company and National Gallery.

We know that there is greater potential for realising our vision through working together as a family of schools providing support, collaboration and challenge. We are ‘one school with many doors.’ Our collective strength is epitomised through a shared focus on ensuring great teaching and curriculum, focussing on the most efficient use of resources in order to provide maximum value for money. Although our schools retain their own individual, unique character our strength is built on synergy - the belief that we can achieve more collectively than alone.

Our leaders are driven by the Nolan Principles of **selflessness, integrity, objectivity, accountability, openness, honesty and leadership.**

Schedule 2 - Collaboration Protocol

Each Party undertakes to each other Party that it shall at all times comply with the relevant obligations under this Agreement. Furthermore, each Party agrees the following:

1. We have a duty to act fairly and without prejudice.
2. We will be committed to the Core NPAT Vision and Values
3. We will promote and uphold high standards of conduct, probity and ethics.
4. We will maintain the following professional expectations:
 - trust
 - confidentiality
 - contribution & involvement
 - honesty
 - sharing knowledge and experience
 - respect
 - support
 - commitment to collaborate
 - listening to views
 - professional understanding of each others' needs
5. We will contribute to the collaboration in the following ways:
 - attendance at NPAT Schools Partnership meetings
 - take a responsibility towards the collective success of the NPAT Schools Partnership
 - work together to extend the enrichment opportunities
 - making any agreed financial contributions
 - sharing roles and ideas
 - contributing CPD
 - adhering to all NPAT policies where it is appropriate do so or adapting in consultation with the NPAT central team
 - organising activities.
6. We will always be mindful of our responsibility to maintain and develop the ethos and reputation of each member of the NPAT Partnership. Our actions will reflect this.
7. In making or responding to external criticism or complaints against any of the Parties we will follow the procedures established by the relevant Party.
8. We will promptly provide such information and assistance as may be reasonably required by Party to enable that Party to properly perform its obligations under this Agreement.


9. We will make sure that directors/trustees/governors have the skills, knowledge and experience they need to perform well.
10. We will fulfil our responsibilities and duties in good faith and in accordance with the general law.
11. We will promote equality and diversity in all aspects of governance and leadership.
12. We will be rigorous and transparent about how decisions are taken.

Schedule 3 - Dispute Resolution Mechanism

1. If a Party (the "Sending Party") from time to time considers that the other Party has failed to comply with its obligations under the Agreement it must write a letter to that Party (the "Receiving Party") specifying
 - a. what the breach or dispute under the Agreement is alleged to be;
 - b. what steps the Party should take to remedy the breach or resolve the dispute; and
 - c. within what reasonable period such steps should be taken.
2. If a breach or dispute is not remedied or resolved within the period specified under paragraph 1.c above to the reasonable satisfaction of the Party sending the letter under paragraph 1 then the following procedure shall be used to resolve that breach or dispute.
3. The Sending Party may require the Receiving Party to participate in a meeting of their respective CEO/Head Teacher (as appropriate) of the Parties ("the Meeting") in order to discuss and to attempt in good faith to resolve the dispute or difference. The Parties shall then liaise in good faith to arrange and implement the meeting within ten (10) Working Days and shall draft and exchange written statements setting out without prejudice views of the matter in dispute at least three (3) clear Working Days prior to the date of the Meeting. The Sending Party and Receiving Party shall have the opportunity to make representations at the Meeting.
4. If notwithstanding any steps taken by either of the Parties pursuant to paragraph 3 above the dispute or difference between them remains unresolved within five (5) Working Days of the Meeting or, in the case of a breach, any agreed proposals to resolve the dispute by remedying the breach are not implemented within the period agreed for their implementation any Party may within five (5) Working Days of the last date by which the proposals to remedy a breach should have been implemented, then any Party (the "Requesting Party") may serve upon the Receiving Party a notice suggesting that the issue is resolved by mediation.
5. If the Receiving Party agrees to go to mediation within five (5) Working Days of a notice under paragraph 4 above:
 - a. any Party may notify the Centre for Effective Dispute Resolution ("CEDR") and request that a mediator be appointed;
 - b. any such mediation shall be conducted in accordance with the CEDR model mediation procedure;
 - c. the mediation shall be deemed to have commenced upon the notification to each Party in writing of the appointment of a mediator by the CEDR;
 - d. any mediation shall be completed within twenty five (25) Working Days of such referral or such longer period as the Parties may agree;
 - e. any terms of settlement arising from such mediation shall be recorded in writing and signed on behalf of each Party and shall be final and binding on the Parties in relation to the dispute which was the subject of such mediation;

- f. each of the Requesting Party and Receiving Party shall bear one half of the costs of the reference to mediation unless the mediator appointed by CEDR directs otherwise.
- 6. The Parties shall not be bound to participate in mediation under this schedule and the refusal by any Party to participate in mediation or the withdrawal by any Party from mediation shall not be a breach of this Agreement.
- 7. If, notwithstanding the intervention of a mediator in accordance with paragraph 5 the Parties fail to resolve the dispute or difference between them within six (6) weeks of the appointment of the mediator or where no Party serves a notice suggesting the issue is resolved by mediation within the time period prescribed by paragraph 4, then either Party may serve notice on the other to require the dispute or difference to be referred to an independent expert to be nominated (in the absence of agreement between the Parties) by the President of the Law Society (or his/her authorised representative), in which case the Parties shall each use their reasonable endeavours to ensure that the appointed expert:
 - a. sets a strict (but nevertheless fair) timetable, with which the Parties must comply in order to secure a resolution of their dispute without undue delay or expense;
 - b. invites each of the Parties (or their representative) to submit written representations to it to explain their respective cases in relation to the dispute (such response to be made by each of the Parties within ten (10) Working Days of being requested to do so by the expert (as applicable));
 - c. immediately discloses any representations which have been made pursuant to paragraph 6.2 above to the other Party, so that they can then submit further written comments on the same to the expert (as applicable) within a further five (5) Working Days.
- 8. The Parties agree that if an expert is appointed under paragraph 6 then:
 - a. the expert (as applicable) shall not be fettered by any representations (or comments on the same) which are made by either of the Parties to the expert;
 - b. the decision of the expert shall be final and binding (save in the event of fraud) on the Parties provided that the appointed person provides each of the Parties with a detailed statement setting out the reasons for making the decision which the expert has arrived at;
 - c. the expert (as applicable) shall not have exclusive jurisdiction on questions of construction of law; and
 - d. each of the Requesting Party and Receiving Party shall bear one half of the costs of the reference to the expert unless the expert directs otherwise.
- 9. If any dispute between the parties is resolved pursuant to the provisions of this schedule or otherwise (otherwise than via the appointment of an expert) then the Parties shall record the resolution of their dispute in writing and shall each promptly sign the same. The signed document shall then form a legally binding agreement between the Parties by way of supplement to this Agreement.

EXECUTED AS A DEED by
NORTHAMPTON PRIMARY ACADEMY
TRUST acting by
a director, in the presence of:



Trustee JAMES MARSCHOLDER

Signature of witness: 

Witness' name: SARAH HESLOP

Witness' address: WESTON FAVELL PRIMARY SCHOOL

EXECUTED AS A DEED by
WESTON FAVELL CHURCH OF
ENGLAND PRIMARY SCHOOL acting
by
a director, in the presence of:


Trustee PETER HALSTEAD

Signature of witness: 

Witness' name: REBECCA HOWELL

Witness' address: NORTHAMPTON PRIMARY ACADEMY TRUST