

DATED 30 April 2022

**DEED OF DISSOLUTION OF PARTNERSHIP
AGREEMENT**

between

Forest Academy

AND

Elveden Church of England Primary Academy

SK | STONE KING

THIS AGREEMENT is dated 30 April 2022

BETWEEN

- (1) **Forest Academy** of Bury Road, Brandon, Suffolk, IP27 0FP, an exempt charity with company no. 07400940 ("**Forest**")
- (2) **Elveden Church of England Primary Academy** situated at London Road, Elveden, Thetford, Norfolk, IP24 3TN, an exempt charity with company no. 08327233 ("**Elveden**")

(individually, a "**School**" and, together, the "**Schools**").

BACKGROUND

- A. The Schools have worked together in advancing the provision of education and administration at both Schools and formalised their relationship to provide various services and share efficiencies (the "**Partnership**") pursuant to a Partnership Agreement dated 24 February 2015 (the "**Partnership Agreement**")
- B. The Schools have agreed to dissolve the Partnership on the date of this agreement and to wind up the Partnership as set out in this Deed.

NOW IT IS HEREBY AGREED as follows:-

1 DISSOLUTION

The Schools agree that the Partnership shall be dissolved with effect from the date of this Deed and the Partnership shall be wound up in accordance with the provisions of this Deed.

2 CONFIDENTIALITY

2.1 Each School agrees that it shall keep secret any confidential information relating to the other School obtained by it, its employees, agents, consultants or subcontractors as a result of Partnership and the Partnership Agreement except:

2.1.1 where it uses such information with the prior written consent of the School to which the information relates;

2.1.2 where it is required to disclose such information by law (including where required under the Freedom of Information Act 2000); and

2.1.3 where such disclosure is to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out their obligations under this Agreement, and where such employees, officers, representatives, advisers, agents or subcontractors agree to be bound by the provisions of this clause 2.1.

3 GOVERNING LAW

3.1 This Deed will be governed by and interpreted in accordance with the law of England and Wales.

3.2 Each School 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 Deed.

4 COUNTERPARTS

This Deed 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.

5 THIRD PARTY RIGHTS

No person who is not a School to this Deed is intended to reserve a benefit under, or be entitled to enforce, this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

6 ENTIRE AGREEMENT

This Deed supersedes any previous agreement between the Schools in relation to the matters dealt with herein and represents the entire agreement of the Schools in relation thereto.

This Deed has been entered into on the date stated at the beginning of it.

Forest Academy:

Signed P.A. Richardson (Governor)

Name ...Phillip Richardson.....

In the presence of:

Witness signature... N White

Witness name... NAIMI WHITE

Witness address... 2 BRACKEN RD, THETFORD, IP24 3EA .

Elveden Church of England Primary Academy

Signed Lynne Proudlock (Governor)

NameLynne Proudlock.....

In the presence of:

Witness signature... N White

Witness name... NAIMI WHITE

Witness address... 2 BRACKEN RD, THETFORD, IP24 3EA .