

HEADS OF TERMS FOR PROPOSED MERGER

between

THE BRITISH RENAL SOCIETY

-and-

THE RENAL ASSOCIATION

**Anthony Collins Solicitors
134 Edmund Street
Birmingham
B3 2ES**

Dated: 16 December 2020

1. PARTIES

The parties to these heads of terms are as follows:

- a) **The British Renal Society** (a charitable company limited by guarantee registered in England and Wales under company number 04249181 and registered with the Charity Commission for England and Wales under charity number 1091024) whose registered office is EBS Ltd City Wharf, Davidson Road, Lichfield, England, WS14 9DZ (“**the Transferor**”).
- b) **The Renal Association** (a charitable company limited by guarantee registered in England and Wales under company number 02229663 and registered with the Charity Commission for England and Wales under charity number 800733) whose registered office is Brandon House Building 20a1 Brandon House Building 20a1, Southmead Road, Bristol, England, BS34 7RR (“**the Transferee**”).

2. BACKGROUND

- a) The Transferor’s charitable objects are:
“The Charity’s objects are specifically restricted to the following:
 - i. *The advancement of education in the subject areas of renal disease and renal replacement Therapy (Renal Care) in the United Kingdom*
 - ii. *the relief of those suffering from renal disease in the United Kingdom.”*
- b) The Transferee’s charitable objects are:
“The objectives of the Association are the relief of sickness and protection and preservation of public health by
 - i. *Advancing, collating and disseminating knowledge of renal structure and function, renal disease and renal replacement therapy;*
 - ii. *Seeking means for the preservation and treatment of renal disorders; and*
 - iii. *Dealing with any matters concerning the welfare of patients with renal diseases and the organisation of services for their relief.”*
- c) The parties’ shared goal and vision is to form a ‘new’ single national, representative professional membership organisation for the UK kidney community, using the Transferee’s Articles as chassis, which will be called the United Kingdom Kidney Association (“**UKKA**”) with the aim to achieve improved communication to members, national influence on service transformation, enhanced delivery of professional development, clinical and laboratory based kidney research, educational opportunities,

economies of scale and greater involvement of patients and stakeholder organisations. The UKKA will provide a voice for kidney care across the UK and represent the interests of the whole multi-professional renal team, members, patients and affiliates.

- d) The parties are of the opinion that their charitable objects and values are closely aligned and that the merger of the Transferor and the Transferee will have a positive outcome, better serving their beneficiaries and achieving their charitable objects.
- e) The parties intend to adopt the strengths of each organisation to develop the new identity of the UKKA. They are committed to honouring this through the merger and ensuring that the current members of both organisations continue to be represented after the merger.

3. MERGER

- a) Various options for the proposed merger have been discussed. The option of dissolving both organisations and forming a new organisation incorporating both entities was initially favoured by BRS. Following discussion of the likely complexity and expense for the RA, BRS has consented to the current proposed option which is set out below.
- b) The parties propose to merge, with the Transferor transferring all of its assets to the Transferee (“**the Proposed Merger**”).
- c) Prior to the completion of the Proposed Merger (“**Completion**”):
 - (i) The Articles have previously been agreed by BRS and approved at RA AGM. These set out the governance arrangements of the UKKA via its Trustee Board comprising, 7 elected and 6 appointed roles who shall serve during the implementation period detailed in clause 7. The parties will agree the exact terms of office for this Board. As set out in Schedule 1.
 - (ii) The organisational structure of the UKKA will include an Executive Council which, via an Operational Leadership Group, with agreed terms of reference, will ensure appropriate representation of both the Transferor and the Transferee and staff. As set out in Schedule 2.
 - (iii) The full organisational structure will be agreed by both parties. As set out in Schedule 3.
 - (iv) Both parties will agree a membership policy for the UKKA which sets out the classes of membership and the rights and obligations that attach to these classes; and
 - (v) The Members of the British Renal Society up to the time of Completion will be asked to confirm their agreement to become members of the UKKA on Completion.
 - (vi) The Members of the Renal Association will be asked to confirm their agreement for the merger by means of a poll of the whole membership.
- d) At the time of the Proposed Merger (“**Completion**”)

- (i) The Renal Association will change its name to The UK Kidney Association (UKKA);
- e) These heads of terms are intended to set out the basis of the Proposed Merger. For the avoidance of doubt these heads of terms are not exhaustive and the terms contained herein do not bind the parties to any legal obligations, except where specifically provided to the contrary below.

4. GIFT

There shall be no consideration in relation to the Proposed Merger and, therefore, no consideration shall be payable by the Transferee to the Transferor.

5. CONDITIONS

The Proposed Merger is conditional on the following matters:

- a) the parties conducting, and being satisfied with the results of, due diligence concerning the other's activities, assets and liabilities and any other matters the parties consider necessary;
- b) the parties confirming that its Membership has approved the Proposed Merger;
- c) the parties agreeing, signing and exchanging a detailed and legally binding Asset Transfer Agreement incorporating all the terms of the Proposed Merger ("**the ATA**");
- d) approval of the Proposed Merger by the board of trustees of both the Transferor and the Transferee;
- e) any third party, regulatory or tax consents or approvals necessary or desirable for the Proposed Merger including, but not limited to, from the Charity Commission for England and Wales, being received on terms reasonably satisfactory to both the Transferee and the Transferor;
- f) there being no material adverse change in the business, operations, assets and liabilities position (financial, trading or otherwise), profits or prospects of the parties between the date of these heads of terms and completion of the Proposed Merger ("**Completion**");
- g) all outstanding debtors of the Transferor have been written off or jointly agreed by both parties to be transferred and
- h) no contract, licence or financial agreement that is material to the business or activities of the parties being terminated or amended in any materially adverse respect between the date of these heads of terms and Completion, except by agreement of both parties.

6. ASSET TRANSFER AGREEMENT

- a) As soon as reasonably practicable following the signature of these heads of terms, the Transferee and the Transferor will commence negotiation of the ATA, the initial draft of which will be prepared by the Transferee's solicitors.
- b) The ATA will include (without limitation) the terms summarised in this clause 6, together with such other terms, conditions as are customary or appropriate to a transaction of the nature of the Proposed Merger.
- c) The ATA will include provision to ring fence an amount (less reserves and running costs) to support the development of the Multi-Professional Team.
- d) The ATA will confirm the intent of the First Board to agree incentives for membership. A nominal membership fee with credit card details, will be offer at 6 months with discussion between UKKA and Affiliates. In the intervening 6/12, discussion will occur with individual Affiliates, each of which is unique, so that needs can be fully explored and measures, wherever possible, instituted to address and support affiliate groups becoming members of the UKKA.
- e) The ATA will include provisions providing that:
 - (i) all of the Transferor's assets will transfer for nil consideration to the Transferee;
 - (ii) the Transferor's employees will transfer to the Transferee in accordance with the Transfer of Undertakings (Protection of Employment) regulations;
 - (iii) ownership of all of the Transferor's intellectual property, including, but not limited to the name 'The British Renal Society', IT, web presence will transfer to the Transferee;
 - (iv) subject to GDPR all of the Transferor's data will transfer to the Transferee;

7. FIRST TRUSTEE BOARD AND IMPLEMENTATION

- a) The first Board of UKKA appointed from the Completion date (subject to the approval / ratification of the Members, as provided for in the Articles) shall be reviewed after a period of 12 months, the exact term to be agreed by the parties. As set out in Schedule 1 .
- b) The First Board shall comprise 13 Trustees: 7 elected (E) and 6 appointed (A) posts:
 - Elected
 - (i) President of the Renal Association (E)
 - (ii) President of the British Renal Society (A)

- (iii) President / Paediatric VP of the BAPN (E)
 - (iv) Two Clinical Vice Presidents (E)
 - (v) Two Academic Vice Presidents (E)
 - (vi) Elect or Past President of the RA (E)
 - (vii) Honorary Secretary (A)
 - (viii) Honorary Treasurer (A)
 - (ix) Non Clinical Member of the RA (A)
 - (x) Non Clinical Member of the BRS (A)
 - (xi) Additional Trustee To be appointed by the first Board
- c) The 12 month period prior to review shall be referred to as the Implementation Period.

8. TIMETABLE AND NEGOTIATIONS

- a) The parties intend to proceed with the Proposed Merger in accordance with the timetable set out at Schedule 4 as amended from time to time, bearing in mind that they do not want to jeopardise the day-to-day operations of either party. The Transferee and the Transferor will, therefore, negotiate in good faith with a view to completing the Proposed Merger on or before 31st January 2021.
- b) The Transferee and the Transferor agree and acknowledge that these heads of terms are not intended to, nor do they create, a legally binding obligation to proceed with the Proposed Merger.

9. CONFIDENTIALITY

- a) The parties have entered into a legally binding confidentiality agreement set out at Schedule 5 .

10. COMMUNICATIONS

- a) Unless required by law, neither party is to issue any press statement or similar relating to the Proposed Merger without the prior agreement of the other, not to be unreasonably withheld or delayed. Communications needs regarding the Proposed Merger will differ, driven by the membership nature of one the organisations.
- b) The parties will draw up and agree a communication statement and plan (relating to communication with members, commissioners, stakeholders and the public) as soon as possible.
- c) This agreed communication statement shall be used by both parties, their trustees, officers, staff and agents (“**the representatives**”) when

communicating about the merger and the communication plan shall be followed.

11. COSTS

- a) This clause 11 is legally binding.
- b) The parties will pay their own costs and expenses incurred in connection with the Proposed Merger, including (without limitation) any costs and expenses relating to the preparation and negotiation of these heads of terms, the ATA and any other documents contemplated by them.

12. WARRANTIES

The ATA will include reasonable warranties on behalf of both parties including, but not limited to, in relation to the following:

- a) Each party's authority to enter into the Proposed Merger;
- b) The Transferor's ability to give good title for its assets; and
- c) Each party's disclosure to the other party of matters of which they are aware and in relation to which a willing transferor and transferee would disclose in these circumstances.

13. ENFORCEMENT BY THIRD PARTIES

- a) This clause 13 is legally binding.
- b) The parties do not intend that any of these heads of terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

14. GOVERNING LAW AND JURISDICTION

- a) This clause 14 is legally binding.
- b) These heads of terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- c) The Transferee and the Transferor irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these heads of terms or their subject matter or formation (including non-contractual disputes or claims).

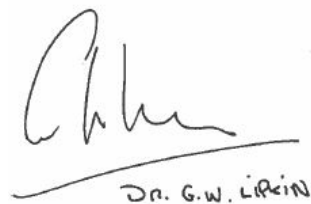
15. COUNTERPARTS

These heads of terms may be signed for and on behalf of the parties in any number of counterparts all of which taken together shall constitute once and the same document and any party may sign these heads of terms by signing any one or more of such counterparts.



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Signed for and on behalf of Transferor



Dr. G.W. LIRKIN

Signed for and on behalf of the Transferee

SCHEDULE 1

First Board

To establish the first board according to the Articles of UKKA, to comprise members that have not been appointed in line with the Articles of the UKKA with members who have already been appointed within the Articles will involve a nuanced approach. Importantly, it must provide for the existing BRS President, BRS Non-member Trustee, and two Multi-professional vice presidents to be part of the First Board subject to some technical matters.

The Multi-professional VP roles can be elected from a restricted list put forward by the BRS. Assuming each role is restricted to one single name and is uncontested, no formal vote nor election would in actuality be required. If the BRS were to put forward more than one name for each role, then a formal election would have to take place with a ballot of all members. Assuming that both Helen Hurst and Karen Jenkins take up the roles, these could be for up to a maximum of 2 years: in recognition of the time they have already served in these roles within the BRS and also for parity with the tenure of the current RA AVP (Neil Sheerin).

The Model below provides for Sharlene Greenwood to serve for 2 years: as BRS President starting in 2021 and BRS Past President from June 2022.

The Honorary Secretary of the RA will be appointed in January 2021 by an appointment panel including the BRS President and will serve according to the Articles.

The RA Treasurer (Claire Sharpe) will continue to serve according to the Articles.

There are several senior roles in both the BRS and RA whose input will be vital to the optimal functioning of UKKA and can be accommodated in the delivery functions of the new organisation.

The appointment of the 13th, additional member trustee will not be appointed by either the RA or BRS, it will be formally decided upon by the First Board according to the skills that are required.

Finally, in recognition that the UKKA would be a very different organisation, it seems only fair to confirm with both non-member trustees that they are still happy to serve the new UKKA organisation beyond June 2021. Non-member Trustees who have a significant COI would not be given the opportunity to serve the UKKA.

The First Board will be reviewed in 2022. The table below shows what it could look like in 2022 & 2023.

Articles	Positions	Years (Articles)	Years (UKKA Formation)	2021	2022	2023
Elected	President Elect	1	1	N/A	N/A	TBC
Elected	President	3	3	Paul	Paul	Paul
Appointed	Additional Trustee 1	3 + 1	2	Sharlene	Sharlene	TBC

	BRS President					
Elected	Past President	1	1	Graham	N/A	N/A
Elected	AVP (RA)	3 + 1	3 + 1	Neil	Neil	TBC
Elected	AVP (BRS)	3 + 1	Up to 2	Helen	Helen	TBC
Elected	CVP (RA)	3 + 1	3 + 1	Katie	Katie	Katie
Elected	CVP (BRS)	3 + 1	Up to 2	Karen	Karen	TBC
Elected	BAPN President	3	3	Jan	Jan	Jan
Appointed	Additional Trustee 1 Hon Secretary	3 + 1	Open for appointment	TBC	TBC	TBC
Appointed	Additional Trustee 1 Hon Treasurer	3 + 1	3 + 1	Claire	Claire	TBC
Appointed	Additional Trustee 1 Member	3 + 1	3 + 1	TBC	TBC	TBC
Appointed	Additional Trustee 1 Non Member	3 + 3	TBC	David TBC	TBC	TBC
Appointed	Additional Trustee 1 Non Member	3 + 3	TBC	Heather TBC	TBC	TBC

SCHEDULE 2

Executive Council & Operational Leadership Group

Executive Council

- Chair of Patient & Carer Council
- Chair of Professional Groups Committee
- Chair of Clinical Affairs Committee
- Chair of Academic Affairs Committee
- Elected Members
- Representatives of the Operational Leadership Group

Operational Leadership Group

- President
- BRS President
- BAPN President / Paediatric VP
- AVP x2
- CVP x2
- Employed Staff (as appropriate) e.g. CEO
- Registry
- Comms
- Finance
- Secretariat Lead

SCHEDULE 3

Proposed Structure

Refer to Appendix 1

SCHEDULE 4

Proposed Timetable

27	November	2020	Heads of Terms	Heads of Terms to be finalised
30	November	2020	Comms	Comms workstream to commence
4	December	2020	Due diligence	Due diligence complete
7	December	2020	Transition	Transition arrangements work to commence
7	December	2020	Affiliates	Confirmation from BRS Affiliates @ BRS Council
8	December	2020	Trustees	RA Trustees Meeting
9	December	2020	ATA	Asset transfer agreement drawn up
17	December	2020	Member Vote	RA Vote of all members (Open)
11	January	2021	Member Vote	RA Vote of all members (Close)
18	January	2021	Member Vote	Member vote counted
31	January	2021	ATA	ATA enacted
12	February	2021	Transition	Transition arrangements in place
12	February	2021	Structure	Appointment Process to commence AVP and CVP
TBC	February	2021	Trustee Board	First meeting of Trustee Board in 2021
15	March	2021	Structure	Deadline for expressions of interest for AVP and CVP
17	March	2021	Structure	Elections to open for AVP and CVP
19	April	2021	Structure	Elections to close for AVP and CVP
20	April	2021	Structure	Appointment of non-clinical post TBC
	June	2021	Structure	Confirmation / ratification of members on newly appointed / elected roles
	June	2021	Structure	First formal meeting of newly formed Trustee Board
	June	2022	Structure	Review of Trustee Board in line with HoT

SCHEDULE 5

Confidentiality Agreement

Date:

2020

- (1) The Renal Association
- (2) The British Renal Society

Confidentiality Agreement

PARTIES

- (1) The Renal Association, a charitable company limited by guarantee registered in England and Wales (charity no. 800733; company no. 2229663) whose registered office is at Brandon House Building 20a1, Southmead Road, Bristol, England, BS34 7RR (**RA**).
- (2) The British Renal Society, a charitable company limited by guarantee registered in England and Wales (charity no. 1091024; company no. 4249181) whose registered office is at Ebs Ltd City Wharf, Davidson Road, Lichfield, England, WS14 9DZ (**BRS**).

BACKGROUND

- (A) The parties intend to enter into discussions relating to the Purpose, which will involve the exchange of Confidential Information between them.
- (B) The parties have agreed to comply with this agreement in connection with the disclosure and use of Confidential Information.

AGREED TERMS

1 INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Confidential Information: all confidential information (however recorded or preserved) that is disclosed or made available (in any form or by any method) by the Discloser (or any of its Representatives) to the Recipient (or any of its Representatives) whether before or after the date of this agreement, in connection with the Purpose, including:

- (a) the fact that discussions or negotiations are taking place concerning the Purpose and the content and status of such discussions or negotiations;
- (b) the existence of this agreement and its terms;
- (c) all confidential or proprietary information relating to the business or affairs, financial or trading position, assets, intellectual property rights, customers, clients, suppliers, employees, plans, operations, processes, products, intentions or market opportunities of the Discloser or any member of its Group;

- (d) the know-how, designs, trade secrets, technical information or software of the Discloser;
- (e) Constitutional documents and any proposed amendments to the Articles or any other constitutional documents;
- (f) any correspondence with third parties or regulators (including but not limited to the Charity Commission), whether in relation to amendments to the constitutional documents or in relation to consents sought for any other purpose;
- (g) any other information that is identified as being of a confidential or proprietary nature.

References to **Confidential Information** shall include any Copies.

Copies: copies or reproductions of Confidential Information in any form or medium including any document, electronic file, note, extract, analysis, study, plan, compilation or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information (or any part of it).

Discloser: a party to this agreement when it discloses Confidential Information, directly or indirectly, to the other party.

Group: in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a **member of the Group**.

Permitted Recipient: each and any of the following persons:

- (a) those of a Recipient's Representatives that need to know the Confidential Information for the Purpose, or to provide advice in connection with the Purpose;
- (b) any person whom the Discloser agrees in writing may receive Confidential Information.

Purpose: the merger or potential merger between the parties, including the transfer of assets between the parties and the transfer of any affiliates of the parties, and any communications between the parties in connection with the same.

Recipient: a party to this agreement when it receives Confidential Information, directly or indirectly, from the other party.

Representatives: in relation to a company, the employees, officers, representatives and advisers of that company or any member of its Group.

1.2 References to clauses are to the clauses of this agreement.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's successors and permitted assigns.
- 1.4 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 [and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
- 1.4.1 another person (or its nominee), by way of security or in connection with the taking of security; or
- 1.4.2 its nominee.
- 1.5 A reference to writing or written includes fax but not e-mail.
- 1.6 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.
- 1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2 CONFIDENTIALITY UNDERTAKINGS

- 2.1 The Recipient undertakes to the Discloser that it shall:
- 2.1.1 keep the Confidential Information secret and confidential and shall take steps to preserve its confidentiality;
- 2.1.2 not disclose or make available any Confidential Information to any person, except as permitted by this agreement; and
- 2.1.3 not use or exploit the Confidential Information in any way, except for the Purpose.
- 2.2 The Recipient shall only make such Copies as are strictly necessary and permitted for the Purpose and shall:
- 2.2.1 clearly mark all Copies as confidential;
- 2.2.2 ensure that all Copies can be separately identified from its own information; and
- 2.2.3 ensure that all Copies within its control are protected against theft or unauthorised access.
- 2.3 The undertakings and obligations in this agreement do not apply to any Confidential Information:

- 2.3.1 that is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed in breach of this agreement; or
- 2.3.2 if the Recipient can prove that the relevant information:
 - (a) was available to the Recipient on a non-confidential basis before it was disclosed by the Discloser or its Representatives; or
 - (b) was, is or has become available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, was not bound by a confidentiality agreement with the Discloser or otherwise prohibited from disclosing the information to the Recipient; or
 - (c) that the Discloser agrees in writing is not Confidential Information or may be disclosed).

3 PERMITTED AND FORCED DISCLOSURE

- 3.1 The Recipient may disclose Confidential Information to a Permitted Recipient, provided that it:
 - 3.1.1 informs the Permitted Recipient of the confidential nature of such information before it is disclosed;
 - 3.1.2 procures that the Permitted Recipient shall, in relation to any Confidential Information disclosed to it, comply with this agreement as if it were the Recipient.
- 3.2 The Recipient shall be liable for the actions or omissions of the Permitted Recipients in relation to any Confidential Information as if they were the actions or omissions of the Recipient.
- 3.3 The Recipient may disclose Confidential Information to the extent it is required to be disclosed by law, or by any regulatory or governmental authority of competent jurisdiction or by a court of competent jurisdiction provided that, to the extent it is legally permitted to do so, the Recipient gives the Discloser as much notice of such disclosure as possible.

4 RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

- 4.1 IF SO REQUESTED BY THE DISCLOSER AT ANY TIME BY NOTICE IN WRITING TO THE RECIPIENT, THE RECIPIENT SHALL:
 - 4.1.1 destroy or return to the Discloser all documents and materials (and any copies) containing, reflecting, incorporating or based on the Discloser's Confidential Information;

- 4.1.2 erase all the Discloser's Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form; and
 - 4.1.3 to the extent technically and legally practicable,] erase all the Discloser's Confidential Information which is stored in electronic form on systems and data storage services provided by third parties.
- 4.2 Nothing in Clause 4.1 shall require the Recipient to return or destroy any documents and materials containing or based on the Discloser's Confidential Information that the Recipient is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction to which it is subject. The provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this Clause 4.2

5 RESERVATION OF RIGHTS AND RECIPIENT'S ACKNOWLEDGEMENT

- 5.1 The parties acknowledge and agree that:
- 5.1.1 neither the entry into this agreement nor the supply of Confidential Information shall constitute an offer or other commitment by the Discloser to enter into the Purpose, or any further agreement with the Recipient;
 - 5.1.2 the Confidential Information may not be accurate or complete and no warranty or representation (whether express or implied) is made by any person concerning the Confidential Information or its accuracy or completeness;
 - 5.1.3 all rights in the Confidential Information are reserved and none of the Confidential Information shall be the property of the Recipient;
 - 5.1.4 damages alone would not be an adequate remedy for any breach of this agreement. Accordingly, without prejudice to any other rights or remedies it may have, the Discloser shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this agreement and
 - 5.1.5 nothing in this agreement shall impose an obligation on either party to continue discussions or negotiations in connection with the Purpose, or an obligation on each party to disclose any information (whether Confidential Information or otherwise) to the other party.

6 DURATION

- 6.1 This agreement shall terminate upon completion of the Purpose.
- 6.2 Unless terminated under clause 5.1, this agreement shall continue in full force and effect for a period of three years from the date of this agreement. The parties'

obligations under this agreement shall not be affected by any termination of the negotiations or discussions between the parties in relation to the Purpose.

7 ASSIGNMENT

7.1 Each party confirms that it is acting on its own behalf and not as a broker or agent, or otherwise for the benefit, of any other person.

7.2 This agreement is personal to the parties and no party shall assign, transfer or deal in any other manner with any or all of its rights and obligations under this agreement.

8 ENTIRE AGREEMENT

8.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

9 VARIATION AND WAIVER

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

9.2 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10 COSTS

10.1 Each party shall pay its own costs and expenses incurred in connection with the Purpose, including the negotiation, preparation and execution of this agreement and the evaluation and review of Confidential Information.

11 THIRD PARTY RIGHTS

11.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

12 GOVERNING LAW AND JURISDICTION

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

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

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

Signed by _____ **RON CULLEN** _____ on behalf of

THE RENAL ASSOCIATION:

} _____ *RA Cullen* _____

Signed by _____ **SHARLENE GREENWOOD** _____
on behalf of

THE BRITISH RENAL SOCIETY:

} _____ *Sharlene Greenwood* _____

APPENDIX I

A joint proposal from The Renal Association and The British Renal Society

The UK Kidney Association (UKKA) exists to support the multi-professional team in the delivery of kidney care, education and research - enabling people to live well with kidney disease.

The Association comprises the professional groups, the UK Renal Registry, and other core committees and structures. It is built on a strong governance foundation consisting of the Trustee Board with 3 supporting, trustee lead committees: Governance & Nominations; Finance & Risk and Equality, Diversity & Inclusion.

UKKA is focused on delivery through a series of multi-professional special interest groups supported and enabled through core structures.

Special Interest Groups (SIGs) are at the centre of the organisation and cover major areas of clinical practice. They have an agreed leadership structure with multi-professional chairs, and a faculty with broad representation from the kidney care community.

The SIGs are supported by the technical expertise that is contained within Core Structures and the Clinical and Academic Committees. They commission work from its members and the UKKA infrastructure to prioritise work stream.

With standard operating procedures SIGs define the relationship with the core structures and representation on clinical and academic committees.

Development of the SIGs is organic, they integrate into the **Clinical Affairs Committee**, and have terms of reference, the structure is flexible to add in additional groups where required.

Areas of focus include: the use of data and measurements; quality improvement and implementation; clinical and operational guidelines and patient information.

Each SIG includes one or more members of the **core structures, clinical and academic committees** or an elected executive council member.

The relationship between the SIG and the academic committees depends on the priorities of the SIG and include links with the relevant clinical study groups of the UKKRC.

The Professional Groups include all the affiliates of the UKKA along with the BAPN, Senior Medical Staff, Scientific Staff and Trainees SpR Club. The Groups are supported by the Core Structures.

Operational leadership of the Core Structures is undertaken through an Operational Leadership Group. In the first instance this comprises: the existing presidents (including BAPN); vice presidents: paediatric, academic, clinical; senior employees of the organisation i.e. chief executive officer, finance lead, communications and the UK Renal Registry.

The Operational Leadership Group is accountable to the **Trustee Board** and reports into the **Executive Council**.

The Trustee Board comprises 13 members: 7 elected positions and 6 members appointed with the necessary expertise to run a charity.

The Board is responsible for the approval of strategy and governance of the organisation, performance management - ensuring goals are set and reached and ensuring finance balance and the long-term security of the organisation.

The Trustee Board is advised and directed by two key UKKA councils, an **Executive Council** and a **Patient & Carer Council**.

The **Executive Council** comprises elected council members, chairs of the professional groups, clinical and academic affairs committees and representatives of the operational leadership group.

The **Patient & Carer Council** represents and supports patient interests.

The Association is committed to developing appropriate charity partnerships and working with other external organisations.

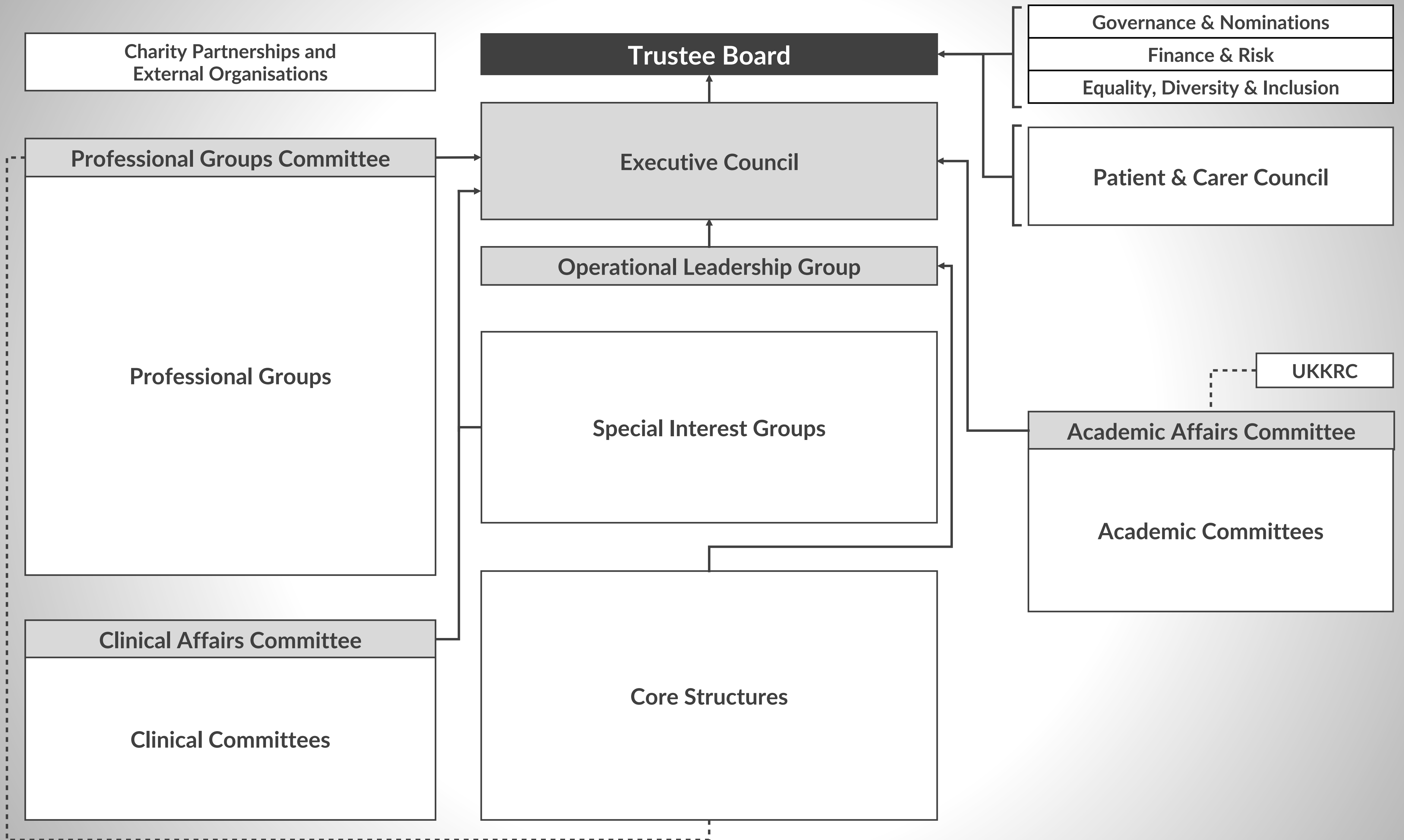
UKKA focuses on regional representation and linkage and develops close liaisons with the clinical regional QI infrastructure, to ensure it represents the interests of its members and responds to stakeholders. It works to ensure key initiatives such as the Kidney Quality Improvement Partnership (KQIP), patient safety, education and data improvement are implemented through the regional networks across the UK.

The UK Kidney Association supporting the multi-professional team in the delivery of kidney care, education and research - enabling people to live well with kidney disease.

UKKA

UK Kidney Association

A joint proposal from The Renal Association and The British Renal Society



Charity Partnerships and External Organisations

Trustee Board

Governance & Nominations
Finance & Risk
Equality, Diversity & Inclusion

Executive Council

Patient & Carer Council
Kidney Care UK
National Kidney Federation

Professional Groups

- Association of Nephrology Nurses (ANNUK)
- Association of Renal Technologists (ART)
- British Association For Paediatric Nephrology (BAPN)
- British Association of Social Workers (BASW)
- British Psychological Society Renal Network (BPSRN)
- EDTNA/ERCA
- Rehab Network
- Renal Nutrition Group (RNG)
- Renal Psychological Therapists (RPT)
- Senior Medical Staff
- Scientific Staff
- SpR club
- UK Renal Pharmacy Group
- VASBI

Professional Groups Committee
Clinical Affairs Committee
Academic Affairs Committee
Operational Leadership Group

Special Interest Groups

Living Well With Kidney Disease			
Prevention	AKI	CKD	GN/Immune Mediated Disease
Young Adult Kidney Health	Transplant	Dialysis	Supportive Care

UKKRC

Academic Committees

- Laboratory & Translational Services
- Rare Disease
- Big Data
- Clinical Research
- International Committee

Clinical Committees

- Patient Information
- Workforce
- Clinical Practice Guidelines
- Consultation and Policy
- COVID-19

Core Structures

- Kidney Quality Improvement Partnership (KQIP)
- Patient Safety
- UK Renal Registry/Patient Portal/RADAR
- Education, Training, and Events
- Corporate and Membership Services & Communications
- Corporate Partnerships
- Regional Infrastructure

