

## DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made on the 25 day of September 2019

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Mossbourne Federation, (the "**Company**") a charitable company incorporated in England and Wales with registered number 04468267, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 28 August 2014 by a deed of variation (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Mossbourne Community Academy (the "**Academy**") in accordance with the Supplemental Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.

### 1. INTERPRETATION

- 1.1 Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the Supplemental Funding Agreement.

### 2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended as outlined in schedule 1.
- 2.2 Except as varied by this Deed, the Supplemental Funding Agreement shall remain in full force and effect.

### 3. Governing law and jurisdiction

- 3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
- 3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

### 4. Counterparts

- 4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

**IN WITNESS** whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

**EXECUTED** as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:- )  
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)



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Duly authorised by the Secretary of State for Education



**EXECUTED** as a deed by **The Mossbourne Federation,** acting by:

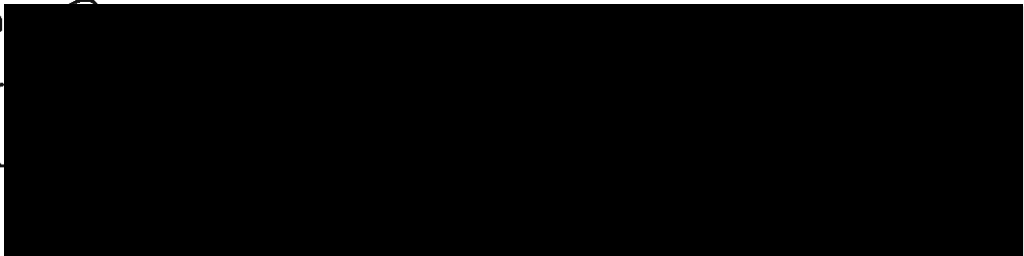
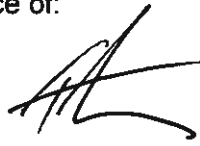


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**Director**

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## **SCHEDULE 1 – Amendments to the Supplemental Funding Agreement**

1. Clauses 3.B, 3.C and 3.D shall be deleted and marked as “Not used”.
2. The following clauses shall be inserted before clause 3.A:
  - 3.AA Subject to clause 3.CC, the basis of the pupil number count for the purposes of determining GAG for the Academy Financial Years 2019/20 through to and including 2023/24 will be the Academy Trust’s most recent estimate provided in accordance with clause 3.BB.
  - 3.BB The Secretary of State will, in advance of each Academy Financial Year for the Academy, request that the Academy Trust provides an estimate of the number of pupils on roll in the following September for the purposes of determining GAG for an Academy Financial Year. The Academy Trust must provide the requested estimate to the Secretary of State as soon as reasonably practicable.
  - 3.CC In the Academy Financial Year 2024/25 and all following years, the basis of the pupil number count for the purpose of determining GAG will no longer be the estimate provided in accordance with clause 3.BB, but in that and all following Academy Financial Years will be determined in accordance with clause 3.A.
  - 3.DD For any Academy Financial Year in which GAG for the Academy has been calculated in accordance with clauses 3.AA and 3.BB, an adjustment may be made to the following Academy Financial Year’s formula funding element of GAG for the Academy to recognise any variation from that estimate. The Secretary of State may for this purpose use the Census for the relevant month (determined at the Secretary of State’s discretion) for the Academy Financial Year in question as a means of determining pupil numbers. The additional or clawed-back grant will be only the amount relevant to the number of pupils above or below that estimate.