

Annex – North Oxfordshire Academy
 Oxfordshire 1
 Supplemental Funding Agreement
 (Capital Expenditure Agreement)

<p>Exemptions in full</p> <p>Annex 1 – Capital Cash Limit Summary Annex 2 – Capital Cashflow</p> <p>Partial exemptions [if any]</p>	
<p>Factors for disclosure of...</p>	<p>Factors for Withholding</p>
<ul style="list-style-type: none"> ▪ further to the understanding of and increase participation in the public debate of issues concerning Academies. ▪ to ensure transparency in the accountability of public funds 	<ul style="list-style-type: none"> ▪ DCSFS' commercial interest would be prejudiced. – ▪ To reveal financial relationships between the SoS and the Academy Trust and others would prejudice Ads ability to obtain maximum VFM in future agreements. ▪ To comply with obligations under the Data Protection Act.
<p>Reasons why public interest favours withholding information</p> <p>Whilst releasing the majority of the Funding Agreement will further the public understanding of Academies. The whole of the Funding Agreement cannot be revealed. If the Annexes were to be revealed under the FOI act, DCSFS' commercial interest would be prejudiced, which could result in the less effective use of public money.</p>	

DATED

27 July

2007

(1) THE SECRETARY OF STATE FOR
EDUCATION AND SKILLS

(2) UNITED LEARNING TRUST

CAPITAL EXPENDITURE AGREEMENT

RE: NORTH OXFORDSHIRE ACADEMY

Lewis Silkin LLP
5 Chancery Lane
Clifford's Inn
London EC4A 1BL

Ref: GRD/82548.35
WP No. 1449667.3

CAPITAL EXPENDITURE AGREEMENT

THIS AGREEMENT made 27 July 2007

BETWEEN

1. THE SECRETARY OF STATE FOR EDUCATION AND SKILLS; and
2. UNITED LEARNING TRUST

IS SUPPLEMENTAL TO:

- (A) The master funding agreement made between the same parties and dated 19 October 2005 (the "**Master Agreement**"); and
- (B) The Supplemental Agreement made between the same parties and dated July 2007 in relation to North Oxfordshire Academy (the "**Supplemental Agreement**").

1 DEFINITIONS AND INTERPRETATION

- 1.1 Except as expressly provided in this Agreement words and expressions defined in the Master Agreement or Supplemental Agreement shall have the same meanings in this Agreement as were ascribed to them in the Master Agreement or Supplemental Agreement.
- 1.2 Reference in this Agreement to clauses and Annexes shall, unless otherwise stated, be to clauses and annexes of this Agreement.

2 CAPITAL EXPENDITURE

- 2.1 The Capital Cost Spreadsheet is attached to this Agreement as Annex 1.
- 2.2 The Capital Cashflow Programme is attached to this Agreement as Annex 2.
- 2.3 The architect's drawings and material specifications for the construction/refurbishment of the Academy is attached to this Agreement as Annex 3.
- 2.4 The Secretary of State will pay Capital Grant in accordance with the Master Agreement, the Supplemental Agreement and this Agreement.

ANNEXES TO THIS CAPITAL EXPENDITURE AGREEMENT

Capital Cash Limit Summary for New Build Only	Annex 1
Capital Cashflow during Implementation Phase	Annex 2
Drawings used for the Funding Agreement Cost Plan	Annex 3

NORTH OXFORDSHIRE ACADEMY

ANNEX 3

DRAWINGS USED FOR THE FUNDING AGREEMENT COST PLAN

The funding agreement cost plan is based upon the drawings, specifications, reports and other design information included in the Stage D report which is comprised of the following documents:

- Aedas Stage D Report Revision A (11/06/07) (Consolidated report incorporating addendum May 2007)
- Whitby Bird Structural Stage D Report January 2007 Rev B (03/04/07)
- Whitby Bird Building Services Stage D Report January 2007 Revision 2(12/03/07)
- Whitby Bird Investigation into Potential Temperatures within the Proposed ETFE Covered Courtyard (08/05/06)
- Whitby Bird Investigation into Potential Temperatures within the Proposed ETFE Covered Courtyard Supplementary Results Rev 1 (31/05/07)
- Whitby Bird Investigation into Potential Temperatures within Surrounding Classrooms adjoining the Proposed ETFE Covered Courtyard (13/06/07)
- Appendix A1 March 2007
- Appendix A2 March 2007
- Appendix A3 March 2007
- Appendix A4 March 2007