

## DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 13 day of January 2020 ~~2019~~

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The E-ACT, (the "**Company**") a charitable company incorporated in England and Wales with registered number 06526376, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 1 September 2010 and further amended by Deed of Variation on 27 April 2016 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of The Oldham Academy North 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.
- C. This Deed is supplemental to the Supplemental Funding Agreement.

### 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 follows:
  - 2.1.1 The Summary Sheet on page 4 of the Supplemental Funding Agreement shall be amended as follows:
    - a. The planned number of places shall be amended by replacing "1200" with "1500".
  - 2.1.2 Clause 2.B shall be replaced with the following new clause 2.B:

"2.B The planned capacity of the Academy is 1500 in the age range 11 to 16. The academy will be an all ability inclusive school."
- 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:-



*[Handwritten signature]*  
.....  
Duly authorised by the Secretary of State for Education

EXECUTED as a deed by E-ACT, acting by:

*[Handwritten signature]*  
.....

**Director**

In the presence of:

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