

FREEDOM OF INFORMATION REDACTION SHEET

Montsaye Academy

Deed of Variation Funding Agreement

Exemptions in full

n/a

Partial exemptions

Personal Information has been redacted from this document under Section 40 of the Freedom of Information (FOI) Act.

Section 40 of the FOI Act concerns personal data within the meaning of the Data Protection Act 1998.

Factors for disclosure

- 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

Factors for Withholding

- To comply with obligations under the Data Protection Act

Reasons why public interest favours withholding information

Whilst releasing the majority of the **Montsaye Academy Deed of Variation Funding Agreement** will further the public understanding of Academies. The whole of the **Montsaye Academy Deed of Variation Funding Agreement** cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.

MONTSAYE COMMUNITY LEARNING PARTNERSHIP

DEED OF VARIATION OF FUNDING AGREEMENT

22 August 2013

The Parties to this Deed are:

(1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the “**Secretary of State**”);

– and –

(2) **Montsaye Community Learning Partnership**, a charitable company incorporated in England and Wales with registered company number **07670511** whose registered address is at **Greening Road, Rothwell, Kettering, Northamptonshire NN14 6BB** (the “**Company**”).

together referred to as the “**Parties**”.

INTRODUCTION

- A. The Parties have entered into a funding agreement on 1 August 2011, subsequently varied by deed dated 15 January 2013, a copy of both of which are contained in Schedule 1, (the “**Existing FA**”).
- B. The Parties have agreed to amend and re-state the terms of the Existing FA, in accordance with the terms of this Deed to form a multi academy trust.
- C. The Company intends to establish and maintain, and to carry on or provide for the carrying on of a number of Academies in accordance with the **Master Funding Agreement** (as defined below) and any agreement entered into between the parties which is supplemental to it.

LEGAL AGREEMENT

- 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 Master Funding Agreement (as defined in clause 2 below).
- 2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing FA shall be amended and re-stated in the form of the Master Funding Agreement contained in Schedule 2 (the “**Master Funding Agreement**”).

GOVERNING LAW AND JURISDICTION

- 3. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
- 4. The Parties irrevocably agree that the courts of England and Wales shall 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).

COUNTERPARTS

5. 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 last date listed below.

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

[Redacted Signature]
Duly authorised by the Secretary of State for Education
Date 22 August 2013



EXECUTED as a deed by **Montsaye Community Learning Partnership** acting by:

X [Redacted Signature]

Director

Print name [Redacted]

Date.....

X [Redacted Signature]

Director/Secretary

Print name... [Redacted]

Date.....

Schedule 1

**Existing Funding Agreement dated 1 August 2011 (with deed of variation dated
15 January 2013)**