

FREEDOM OF INFORMATION REDACTION SHEET

The Pax Christi Catholic Partnership

Deed of Variation

<p>Exemptions in full</p> <p>n/a</p> <p>Partial exemptions</p> <p>Personal Information has been redacted from this document under Section 40 of the Freedom of Information (FOI) Act.</p> <p>Section 40 of the FOI Act concerns personal data within the meaning of the Data Protection Act 1998.</p>	
Factors for disclosure	Factors for Withholding
<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">▪ To comply with obligations under the Data Protection Act
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of the The Pax Christi Catholic Partnership Deed of Variation will further the public understanding of Academies, the whole of the The Pax Christi Catholic Partnership Deed of Variation cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.</p>	

**DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT AND
FIRST DEED OF VARIATION**

THIS DEED is made the ^{TUESDAY} day of 5th SEPTEMBER 2017

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Pax Christi Catholic Partnership, (the "**Company**") a charitable company incorporated in England and Wales with registered number 09378390, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 1 March 2015 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of St Paul's Catholic Academy in accordance with the master funding agreement dated on or around 1 March 2015 entered into by the Parties.
- B. The Parties also entered into a deed of variation to the Supplemental Funding Agreement dated on or about 28 March 2017 (the "**First Deed of Variation**").
- C. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement and the first Deed of Variation in accordance with the terms of this Deed.
- D. This Deed is supplemental to the Supplemental Funding Agreement and the First Deed of Variation.

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 and the First Deed of Variation.

2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENT AND FIRST DEED OF VARIATION

- 2.1 The Parties agree that with effect from the date of this Deed the First Deed of Variation shall be amended as follows:

- a) Summary sheet clause 2.1(a) of the first Deed of Variation is deleted and replaced with:

Name of Academy Trust	Pax Christi Catholic Partnership
Company number	09378390
Date of Master Funding Agreement	1 March 2015
Name of Academy	Saints Peter and Paul

	Catholic Academy
Opening Date	1 March 2015
Type of Academy (indicate whether academy or free school)	Academy
Religious designation	Roman Catholic
Wholly or partly selective	No
Name of predecessor school (where applicable)	St Paul's Roman Catholic Voluntary Aided First School and St Paul's Catholic Academy
Capacity number	210
Age range	4 to 11
Number of sixth form places	0
SEN unit/ Resource provision	No
Land arrangements	2 and 3
Address and title number of Land	Northumbrian Road, Cramlington, Northumberland, NE23 6DB Title number: ND175296

- b) clause 4, insofar as relates to the lease of the playing fields adjoining the old St Paul's Catholic Academy site at Doddington Drive, Cramlington (being the land registered with title number ND109134), shall be deleted.
- c) clause 4 shall also be amended such that it shall be read as including a definition of the land from which the Academy will operate as follows: "Land means the land (including for the avoidance of doubt all buildings, structures, landscaping and other erections) owned by the Trustees situated at Northumbrian Road, Cramlington, Northumberland, NE23 6DB and being all that freehold land registered at HM Land Registry under title number ND175296 from which the Academy operates."

2.2 Except as varied by this Deed, the Supplemental Funding Agreement and the First Deed of Variation 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

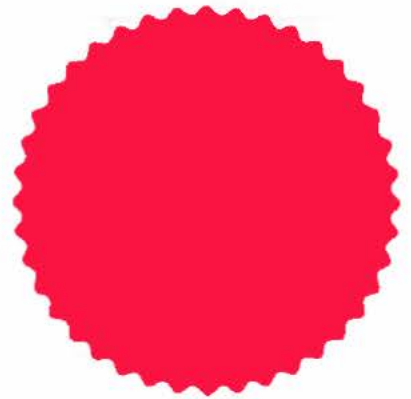
This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

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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Duly authorised by the Secretary of State for Education



EXECUTED as a deed by Pax Christi Catholic Partnership, acting by:



Director

In the presence of:

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S
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Sign
Name
Address
Occupation

