

FREEDOM OF INFORMATION REDACTION SHEET

Noel-Baker Academy

Deed of Variation to the Master 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 **Noel-Baker Academy Deed of Variation to the Master Funding Agreement** will further the public understanding of Academies. The whole of the **Noel-Baker Academy Deed of Variation to the Master 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.

DATED 30 January 2017 - 2016

THE SECRETARY OF STATE FOR EDUCATION (1)

and

L.E.A.D. MULTI-ACADEMY TRUST (2)

DEED OF VARIATION
relating to a Master Funding Agreement dated
26 May 2016

THIS DEED OF VARIATION is made on 30 January 2017 ~~2016~~

BETWEEN:

- (1) The Secretary of State for Education ("**Secretary of State**"); and
- (2) L.E.A.D. Multi-Academy Trust, a charitable company incorporated in England and Wales with registered number 08296921 ("**Company**"),

together referred to as the "**Parties**".

INTRODUCTION:

- (A) The Parties entered into a master funding agreement dated 26 May 2016 ("**Master Funding Agreement**") relating to the establishment, maintenance and funding of academies.
- (B) The Parties now wish to vary and amend certain terms of the Master Funding Agreement and wish to record their agreement as to such variations/amendments to the Master Funding Agreement by this Deed.

IT IS AGREED as follows:

1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Master Funding Agreement, bear the meaning given to it in the Master Funding Agreement, unless that word or phrase is defined otherwise in this Deed.
2. The Secretary of State and the Company agree that with effect from the date of this Deed the Master Funding Agreement shall be amended in accordance with Schedule 1 to this Deed.
3. As varied by this Deed, the Master Funding Agreement shall remain in full force and effect.
4. This Deed shall be governed by and interpreted in accordance with English law.

This document has been executed and delivered as a Deed on the date stated at the beginning of this Deed.

The Corporate Seal of the Secretary of State for Education hereunto affixed is authenticated by:

[Redacted]
Duly Authorised by the Secretary of State for Education



EXECUTED as a deed by
L.E.A.D. Multi-Academy Trust
acting by:

[Redacted]
Director

[Redacted]
~~Director~~/Company Secretary

SCHEDULE 1
Amendments to the Master Funding Agreement

1. The second table in the "Summary Sheet" at page 4 of the Master Funding Agreement which sets out additional clauses included in the Master Funding Agreement shall be deleted and replaced with the following:

<i>Descriptor</i>	<i>Clause No.</i>	<i>Applied</i>	<i>Not used</i>
<i>Wording reflects the fact that there other academies operated by the trust under a different funding agreement so the of obligations under this MFA shall only apply in respect of academies with funding agreements pursuant to this MFA</i>	<i>1.4 definition of "Academy"</i>		
<i>PFI Clauses</i>			
<i>Definitions of types of Academies</i>	<i>1</i>	<i>yes</i>	
<i>Separate bank accounts</i>	<i>4.2A</i>	<i>yes</i>	
<i>Sufficient capacity and expertise to manage finances</i>	<i>4.3A</i>	<i>yes</i>	
<i>Provision of information relating to each PFI Academy</i>	<i>4.5A</i>	<i>yes</i>	

2. The following definition shall be inserted at clause 1.4 after the definition of "Alternative Provision Academy" and before the definition of "Special Academy":

A "PFI Academy" means an Academy which forms part of a scheme procured pursuant to the Government's Private Finance Initiative;

3. The following clause shall be inserted after clause 4.2:

4.2A Subject to clauses 4.14 and 4.15, the Academy Trust will, in relation to each PFI Academy, establish and maintain separate bank accounts which will be used solely for funds provided by the Secretary of State under this Agreement for that PFI Academy. The Academy Trust shall pay into those bank accounts funds provided by the Secretary of State. The Academy Trust agrees that

such funds will remain in those accounts until required and that those funds will be applied in accordance with this Agreement.

4. The following clause shall be inserted after clause 4.3:

4.3A Without prejudice to clause 4.3, the Academy Trust will ensure that it has and continues to have sufficient capacity and expertise to manage the finances of all academies within the federation. The Academy Trust will ensure that any funding which relates to the PFI Academy shall be accounted for separately.

5. The following clause shall be inserted after clause 4.5:

4.5A In complying with clauses 4.1 - 4.34 (inclusive), the Academy Trust will (where relevant) be obliged to provide information which relates to each PFI Academy in addition to information which relates to the Academy Trust and any combined information which relates to all of the Academies that the Academy Trust operates.