

FREEDOM OF INFORMATION REDACTION SHEET

LINCOLN COLLEGE ACADEMY TRUST

DEED OF TERMINATION OF 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 Lincoln College Academy Trust Deed of Termination of Funding Agreement will further the public understanding of Academies. The whole of the Lincoln College Academy Trust Deed of Termination of 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.

DEED OF TERMINATION OF FUNDING AGREEMENT

THIS DEED is dated the 31 day of May 2018

PARTIES

- (1) THE SECRETARY OF STATE FOR EDUCATION (the "Secretary of State"); and
- (2) LINCOLN COLLEGE ACADEMY TRUST, a charitable company incorporated in England and Wales with registered company number 08238194 , whose registered office is at Lincoln College, Monks Road, Lincoln, Lincolnshire, LN2 5HQ ("the Company").

together referred to as "the Parties".

BACKGROUND

- (A) The Parties entered into a master funding agreement dated 31st October 2012 (the "Master Funding Agreement").
- (B) The Parties agree to terminate the Master Funding Agreement with effect from 1 June 2018 (the "Termination Date") on the terms set out in this deed of termination (the "deed").

AGREED TERMS

1. DEFINITIONS

In this deed, unless the context otherwise requires, expressions defined in the Master Funding Agreement and used in this deed shall have the meanings set out in the Master Funding Agreement.

2. TERMINATION OF THE MASTER FUNDING AGREEMENT

- 2.1 The Master Funding Agreement is terminated with effect from the Termination Date.
- 2.2 All provisions of the Master Funding Agreement, including any which are expressly stated in the Master Funding Agreement as surviving its termination, or which might otherwise have done so by implication, are terminated.

3. RELEASE AND WAIVER

Each party (Releasing Party) releases and discharges the other from all claims or demands under or in connection with the Master Funding Agreement including

without limitation claims for negligence and fraud, whether arising before or on the date of this deed, in each case whether known or unknown to the Releasing Party.

4. COUNTERPARTS

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

5. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

6. JURISDICTION

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).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed on behalf of LINCOLN COLLEGE ACADEMY TRUST by:

[Redacted Signature]

Director

In the presence of:

[Redacted Name]

Witness

Witness Name:

[Redacted Name]

Occupation:

[Redacted Occupation]

Address:

[Redacted Address]

The Corporate Seal of the SECRETARY OF STATE FOR EDUCATION, hereunto affixed is authenticated by:

.....
Duly Authorised

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed on behalf of **LINCOLN COLLEGE ACADEMY TRUST** by:

.....
Director

In the presence of:

.....
Witness

Witness Name:

Occupation:

Address:

The Corporate Seal of the **SECRETARY OF STATE FOR EDUCATION**, hereunto affixed is authenticated by:



Duly Authorised