

# FREEDOM OF INFORMATION REDACTION SHEET

Thomas Bewick School

Deed of Variation for the Master Funding Agreement

<p><b>Exemptions in full</b></p> <p>n/a</p> <p><b>Partial exemptions</b></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"><li>▪ further to the understanding of and increase participation in the public debate of issues concerning Academies.</li><li>▪ to ensure transparency in the accountability of public funds</li></ul>	<ul style="list-style-type: none"><li>▪ To comply with obligations under the Data Protection Act</li></ul>
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of the Funding Agreement will further the public understanding of Academies, the whole of Stanley Junior Schools 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.</p>	

DATED 26 March 2019

**THE SECRETARY OF STATE FOR EDUCATION** (1)

and

**PROSPER LEARNING TRUST** (2)

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**DEED OF VARIATION**

relating to a Master Funding Agreement for Prosper Learning Trust

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THIS DEED is made the 26 day of March 2019

## BETWEEN

- 1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**"); and
- 2) **PROSPER LEARNING TRUST** of Prosper Learning Trust Head Office, Linhope Road, Newcastle-Upon-Tyne NE5 2LW, a charitable company incorporated in England and Wales with registered number 11018923 (the "**Company**"),

together, the "**Parties**".

## INTRODUCTION

- A. The Parties entered into a master funding agreement on 20 December 2017 (the "**Existing Master Funding Agreement**"), a copy of which is contained in Schedule 1.
- B. The Parties now wish to amend and restate the terms of the Existing Master Funding Agreement in accordance with the terms of this Deed.

## 1. INTERPRETATION

Words, expressions and interpretations used in this Deed (unless defined otherwise) shall, have the meaning given to them in, and shall be interpreted in accordance with, the Amended Master Funding Agreement (as defined in clause 2).

## 2. VARIATION OF THE FUNDING AGREEMENT

The Parties agree that with effect from the date of this Deed the Existing Master Funding Agreement shall be amended and restated in the form of the master funding agreement contained in Schedule 2 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing Master Funding Agreement but amends and re-states it.

## 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

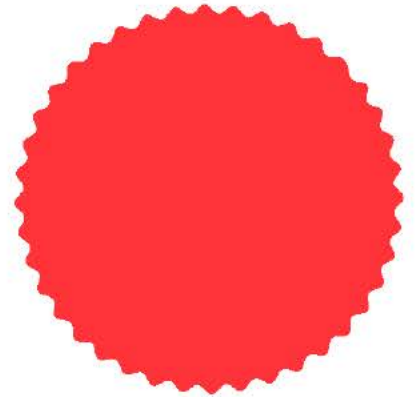
shall be an original, but all the counterparts shall together constitute one and the same instrument.

**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:- )  
)  
)

[Redacted signature]

Duly authorised by the Secretary of State for Education



**EXECUTED** as a deed by **PROSPER LEARNING TRUST** acting by:

[Redacted signature]

**Director**

In the presence of:

W     [Redacted]     Signature  
I  
T     [Redacted]     Name  
N  
E     [Redacted]     Address  
S  
S     [Redacted]     Occupation

**SCHEDULE 1 – EXISTING MASTER FUNDING AGREEMENT**