

# FREEDOM OF INFORMATION REDACTION SHEET

## THE QUEEN KATHERINE SCHOOL MULTI ACADEMY TRUST

### DoV 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 QUEEN KATHERINE SCHOOL MULTI ACADEMY TRUST DoV FUNDING AGREEMENT** will further the public understanding of Academies. The whole of **THE QUEEN KATHERINE SCHOOL MULTI ACADEMY TRUST DoV 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.

THE QUEEN KATHERINE SCHOOL MULTI ACADEMY TRUST

**DEED OF VARIATION OF FUNDING AGREEMENT**

27 August 2015

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) **The Queen Katherine School Multi Academy Trust**, a charitable company incorporated in England and Wales with registered company number 07472799 whose registered address is at The Queen Katherine School, Appleby Road, Kendal, Cumbria, LA9 6PJ (the "**Company**").

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

## **INTRODUCTION**

- A. The Parties have entered into a master funding agreement on 18 February 2014, a copy of which is contained in Schedule One, (the "**Existing MFA**").
- B. The Parties have entered into a supplementary funding agreement in respect of the Queen Katherine School Academy on 18 February 2014, a copy of which is contained in Schedule Two (the "**Existing Queen Katherine School SFA**");
- C. The Parties have entered into a supplementary funding agreement in respect of the Walney School Academy on 18 August 2014, a copy of which is contained in Schedule Three (the "**Existing Walney School SFA**"); and
- D. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing Queen Katherine School SFA and the Existing Walney School SFA, on the terms set out in this Deed.

## **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 Amended 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 MFA shall be amended and re-stated in the form of the Master Funding Agreement set out in Schedule Four (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing MFA but amends and re-states it.
- 3. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing Queen Katherine School SFA** shall be amended and re-stated in the form of the Amended Queen Katherine School SFA set out in Schedule Five (the "**Amended Queen Katherine School SFA**"). For the avoidance of doubt, the Amended Queen Katherine School SFA does not terminate or suspend the Existing Queen Katherine School SFA but amends and re-states it.

4. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Walney School SFA shall be amended and re-stated in the form of the Amended Walney School SFA set out in Schedule Six (the "**Amended Walney School SFA**"). For the avoidance of doubt, the Amended Walney School SFA does not terminate or suspend the Existing Walney School SFA but amends and re-states it.

#### **GOVERNING LAW AND JURISDICTION**

5. 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.
6. 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**

7. 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:- )



Duly authorised by the Secretary of State for Education

Date.....27 August 2015



**EXECUTED** as a deed by **The Queen Katherine School Multi Academy Trust** acting by:

[Redacted]

Director

Print name....

[Redacted]

Date.....

25.8.2015

Witnessed by

[Redacted]

Full name

[Redacted]

Address

[Redacted]

Occupation.....

Solicitor