

FREEDOM OF INFORMATION REDACTION SHEET

Morpeth Newminster Middle School

Deed of Variation

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	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
<u>Reasons why public interest favours withholding information</u> Whilst releasing the majority of the Morpeth Newminster Middle School Deed of Variation will further the public understanding of Academies, the whole of the Morpeth Newminster Middle School 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.	

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the day of 27 March 2018

BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) The Three Rivers Learning Trust, a company limited by guarantee registered in England and Wales (company number: 07838203) whose registered office is at The King Edward VI High School, Cottingwood Lane, Morpeth, Northumberland, NE61 1DN.

together, the "Parties".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 30th November 2011 (the "Funding Agreement") relating to the establishment, maintenance and funding of Morpeth Newminster Middle School in accordance with the Funding Agreement.
- B. The Parties entered into a Deed of Variation on 26 April 2017 to amend the Funding Agreement for the purposes of updating it to match the Department for Education's latest model supplemental funding agreement.
- C. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- D. This Deed is supplemental to the Funding Agreement.

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 Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

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

The new heading 'GOVERNANCE' shall be added after clause 1.I and the following new clause 1.J shall be added as follows:

- "1.J The Academy Trust shall establish for the Academy a Local Governing Body to which it may delegate its powers and functions in relation to the operation of the Academy. The role of the Local Governing Body and the membership of it shall be for the Academy Trust to decide, but the Academy Trust will, as a minimum, ensure that:
 - a) the members of the Local Governing Body shall recognise and support the individual ethos of the Academy as a school not designated as having a religious character and shall maintain the Academy's relationship with the local community within which it is situated and which it serves;

b) a minimum of two parents of a pupil at the Academy (to be elected by the parents of registered pupils of the Academy) shall be a member of the Local Governing Body;"

2.2 Except as varied by this Deed, the Funding Agreement 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.

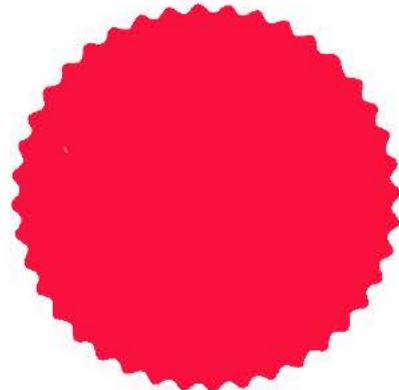
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

4. Counterparts

4.1 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:-)
)
)



Duly authorised by the Secretary of state for Education

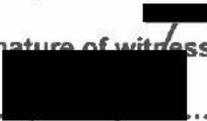
EXECUTED as a deed by The Three Rivers Learning Trust acting by:

Director



In the presence of:

Signature of witness



Name of witness



Address



Occupation

