

# FREEDOM OF INFORMATION REDACTION SHEET

## THE COLLEGE ACADEMIES TRUST

### 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 COLLEGE ACADEMIES TRUST FUNDING AGREEMENT** will further the public understanding of Academies. The whole of **THE COLLEGE ACADEMIES TRUST 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 COLLEGE ACADEMIES TRUST**

**DEED OF VARIATION OF FUNDING AGREEMENT**

**[DATE]**

*28 February 2014.*

## DEED OF VARIATION

This Deed is dated the

28 February

2014

The parties to this Deed are:

- (1) **The Secretary of State for Education** (the "**Secretary of State**");  
- and -
- (2) **The College Academies Trust** a charitable company incorporated in England and Wales with company registration number 07272906, having its registered office at Stoke on Trent College, Stoke Road, Stoke on Trent, Staffordshire ST4 2DG (the "**Company**"),

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

### INTRODUCTION

- (A) The Parties entered into a Master Funding Agreement dated 20 May 2013 (the "**Master Agreement**").
- (B) The Parties now wish to vary and amend the terms of the Master Agreement and wish to record their agreement as to such variations/amendments by this Deed of Variation.

### LEGAL AGREEMENT

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

### GOVERNING LAW AND JURISDICTION

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

**EXECUTED AND DELIVERED AS A DEED by the Parties on the 28<sup>th</sup> day of February 2014**

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

)  
)  
)

.....  
**Duly Authorised by the Secretary  
of State for Education**



**THE COLLEGE ACADEMIES TRUST**  
acting by two directors

)  
)

.....  
Director



Print name:

.....  
Director



Print name:

## **SCHEDULE 1**

### Amendments to the Master Agreement

1. There shall be inserted at Clause 6 of the Master Agreement after the definition of "persons" the following additional definition:  
  
"PFI Academy" means an Academy which forms part of a scheme procured pursuant to the Government's Private Finance Initiative;"
2. The text of Clause 65 of the Master Agreement shall be deleted and replaced with the following wording:  
  
"65) Subject always to Clause 73, the Company shall, in relation to each PFI Academy, establish and maintain separate bank accounts to be used solely in respect of any monies provided by the Secretary of State pursuant to this Agreement for that PFI Academy. Monies provided by the Secretary of State will be paid into such accounts and will remain in those accounts until required. The Company agrees that such monies will be applied in accordance with the requirements of this Agreement."
3. The following clause shall be inserted after Clause 66 of the Master Agreement:  
  
"66A) Without prejudice to clause 66, the Company shall ensure that it has and continues to have sufficient capacity and expertise to manage the finances of all academies within the federation. The Company shall ensure that any funding which relates to the PFI Academy shall be accounted for separately."
4. The following clause shall be inserted after Clause 89 of the Master Agreement:  
  
"89A) In complying with clauses 66 - 89 (inclusive), the Company shall (where relevant) be obliged to provide information which relates to each PFI Academy in addition to information which relates to the Company and any combined information which relates to all of the Academies that the Company operates."
5. In Clause 90 of the Master Agreement the words "clause 91" shall be replaced with the words "clauses 91 or 93A".
6. In Clause 93A of the Master Agreement the words "Academy Trust" shall be replaced with the word "Company".