

FREEDOM OF INFORMATION REDACTION SHEET

Deed of Termination and Release of the Master Funding Agreement for The Mulberry Academy Trust

<p>Exemptions in full</p> <p>n/a</p> <p>Partial exemptions</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">▪ 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
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of Deed of Termination and Release of the Master Funding Agreement for The Mulberry Academy Trust will further the public understanding of Academies, the whole of these documents cannot be revealed. If the personal information redacted were to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.</p>	

DEED OF TERMINATION AND RELEASE

OF THE

MASTER FUNDING AGREEMENT

FOR MULBERRY ACADEMY TRUST

THIS DEED is dated the 28 day of August 2019

PARTIES

(1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

(2) **MULBERRY ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 09648420, whose registered office is at Tytherington Drive, Macclesfield, United Kingdom, SK10 2HJ (the "**Mulberry MAT**"),

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

BACKGROUND

- (A) The Parties entered into a master funding agreement dated 24 March 2016 (the "**Master Funding Agreement**").
- (B) The Parties agree to terminate the Master Funding Agreement with effect from 00.01 am on 1 September 2019 (the "**Termination Date**") on the terms set out in this 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 meaning set out in the Master Funding Agreement. The rules of interpretation set out in the Master Funding Agreement apply to this deed.

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

Termination of the Master Funding Agreement shall not affect or prejudice any claim or demand that either party may have against the other under or in connection with the Master Funding Agreement arising before the Termination Date.

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

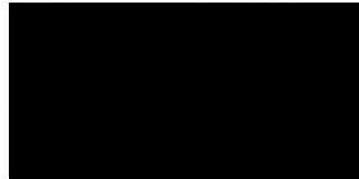
This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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).

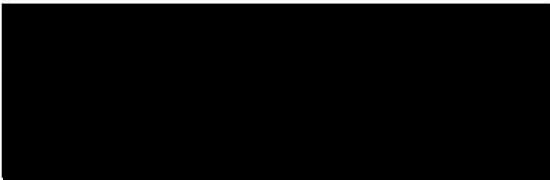
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The Corporate Seal of the Secretary of State for Education, hereunto affixed is authenticated by:



Duly Authorised

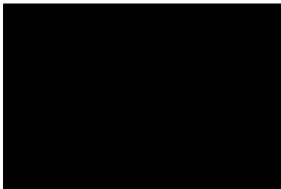
Executed on behalf of Mulberry Academy Trust by:



.....

Director

In the presence of:



.....

Witness

Witness Name 

Occupation: Trust Company Secretary

Address

