FREEDOM OF INFORMATION REDACTION SHEET

NAME OF SCHOOL Temple Sutton Primary School

TYPE OF DOCUMENT 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.

<table>
<thead>
<tr>
<th>Factors for disclosure</th>
<th>Factors for Withholding</th>
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<td>• further to the understanding of and increase participation in the public debate of issues concerning Academies.</td>
<td>• To comply with obligations under the Data Protection Act</td>
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<td>• to ensure transparency in the accountability of public funds</td>
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Reasons why public interest favours withholding information

Whilst releasing the majority of the Temple Sutton Primary School will further the public understanding of Academies. The whole of the Temple Sutton Primary School 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 SECRETARY OF STATE FOR EDUCATION (1)

and

LEARNING IN HARMONY MULTI ACADEMY TRUST (2)

DEED OF VARIATION

relating to the supplemental funding agreement for
Temple Sutton Primary School
THIS DEED is made the 28 day of May 2020

(1) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "Secretary of State");

- and -

(2) Learning in Harmony Multi Academy Trust, a charitable company incorporated in England and Wales with registered company number 09148738 whose registered address is at Hartley Primary School, Hartley Avenue, London, England, E6 1NT (the "Company");
together referred to as the "Parties".

INTRODUCTION

A. The Parties entered into a supplemental funding agreement in respect of Temple Sutton Primary School on 28 August 2018 (the "SFA").

B. The Parties have agreed to vary and amend certain terms of the SFA on the terms set out in this Deed.

C. This Deed is supplemental to the Funding Agreement.

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 SFA.

2. The Parties agree that with effect from the date of this Deed the SFA shall be amended as follows:

2.1 The "Date of Master Funding Agreement" listed in the "Summary Sheet" on page 4 of the SFA shall be deleted and replaced as follows:

| Date of Master Funding Agreement | 24 March 2016, as amended by a deed of variation dated 22 August 2019 |

2.2 Clause 1.A of the SFA shall be deleted and replaced as follows:

"This Agreement made between the Secretary of State for Education and Learning in Harmony Multi Academy Trust is supplemental to the master funding agreement made between the same parties and dated 24 March 2016, as amended by a deed of variation dated 22 August 2019 (the "Master Agreement")."

2.3 Clause 2.C of the SFA shall be deleted and replaced as follows:

"The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with:

(i) up to 6 planned places from the date of this Agreement up to 31 August 2020; and
(ii) up to 12 planned places from 1 September 2020;

for pupils with Autistic Spectrum Disorder in the age range 3 to 11."
3. Except as varied by this Deed, the SFA 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 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 non-contractual disputes or claims).

COUNTERPARTS

6. 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 Learning in Harmony Multi Academy Trust acting by:

[Print Name]

[Signature]

[Full Name]

[Address]

[Occupation]