

# FREEDOM OF INFORMATION REDACTION SHEET

## Walker Technology College

### Deed of Variation Master Funding Agreement

<p><b>Exemptions in full</b></p> <p>n/a</p> <p><b>Partial exemptions</b></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"><li>▪ further to the understanding of and increase participation in the public debate of issues concerning Academies.</li><li>▪ to ensure transparency in the accountability of public funds</li></ul>	<ul style="list-style-type: none"><li>▪ To comply with obligations under the Data Protection Act</li></ul>
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of the Funding Agreement will further the public understanding of Academies, the whole of Stanley Junior Schools 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.</p>	

**TYNE COAST ACADEMY TRUST**

**DEED OF VARIATION  
OF FUNDING AGREEMENT**

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) Tyne Coast Academy Trust, a company incorporated in England and Wales, limited by guarantee with registered company number 08313162 whose registered office is at South Tyneside College, Saint Georges Avenue, South Shields, Tyne And Wear, NE34 6ET

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

## **INTRODUCTION**

- A. The Parties have entered into a master funding agreement on 30 January 2013 a copy of which is contained in Schedule 1, (the "**Existing MFA**").
- B. The Parties now wish to amend and re-state the terms of the Existing MFA, in accordance with the terms of this Deed.
- C. The Company intends to establish and maintain, and to carry on or provide for the carrying on of a number of Academies in accordance with the **Master Funding Agreement** (as defined below) and any agreement entered into between the parties which is supplemental to it.

## **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 Master Funding Agreement (as defined in clause 2 below). For the avoidance of doubt, the Schedules form part of this Deed.
- 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 contained in Schedule 2 (the "**Master Funding Agreement**"). For the avoidance of doubt, the Master Funding Agreement does not terminate or suspend the Existing MFA but amends and re-states it.

## **GOVERNING LAW AND JURISDICTION**

- 3. 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.
- 4. The Parties irrevocably agree that the courts of England 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**

- 5. 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

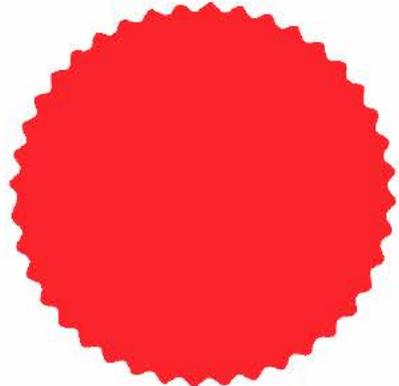
original, but all the counterparts shall together constitute one and the same instrument.

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



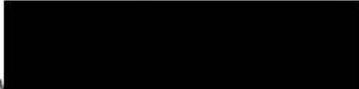
Date 21 February 2018

EXECUTED as a deed by Tyne Coast Academy Trust acting by:



Director

Print name 

Date 

Witnessed by   
*Signature*

Full name 

Address 

Occupation 