

## DEED OF TERMINATION OF MASTER FUNDING AGREEMENT

THIS DEED is dated the 30th day of AUGUST 2018

### PARTIES

- (1) **THE SECRETARY OF STATE FOR EDUCATION** (the "Secretary of State");  
and
- (2) **BIRMINGHAM CITY UNIVERSITY ACADEMIES TRUST**, a charitable company incorporated in England and Wales with registered company number 08497028, whose registered office is at Birmingham City University University House, 15 Bartholomew Row, Birmingham, B5 5JU ("the Company");

together referred to as "the Parties".

### BACKGROUND

- (A) The Parties entered into a master funding agreement dated 28 June 2013 (the "Funding Agreement").
- (B) The Parties agree to terminate the Funding Agreement with effect from 30th August 2018 (the "Termination Date") on the terms set out in this deed of termination (the "deed").

### AGREED TERMS

#### 1. DEFINITIONS

In this deed, unless the context otherwise requires, expressions defined in the Funding Agreement and used in this deed shall have the meaning set out in the Funding Agreement. The rules of interpretation set out in the Funding Agreement apply to this deed.

#### 2. TERMINATION OF THE FUNDING AGREEMENT

- 2.1 The Funding Agreement is terminated with effect from the Termination Date.

2.2 All provisions of the Funding Agreement, including any which are expressly stated in the Funding Agreement as surviving its termination, or which might otherwise have done so by implication, are terminated.

**3. RELEASE AND WAIVER**

Each party releases the other from any claim or demand that they may have against the other under or in connection with the Funding Agreement whether arising before, on or after 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.

Executed on behalf of the Company by:



Director

In the presence of:



Witness

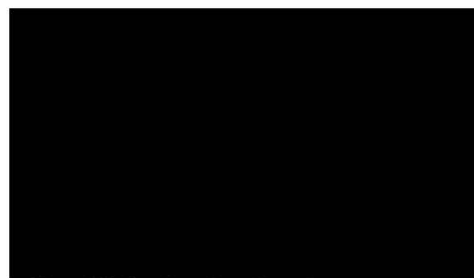
Witness Name:

DIRECTOR OF FACULTY ADMINISTRATION

Occupation:

Address: BIRMINGHAM CITY UNIVERSITY  
SOLAIRE 133  
CITY SOUTH  
BIRMINGHAM  
B15 3TN

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



Duly Authorised

