

FREEDOM OF INFORMATION REDACTION SHEET

SAT to UL transfer of Dukesgate Academy, Marlborough Road Academy, The Albion Academy and Irlam & Cadishead

Deed of Variation relating to United Learning's Master Funding Agreement

Deed of Novation and Variation of the Supplemental Funding Agreements for Dukesgate Academy, Marlborough Road Academy, The Albion Academy and Irlam & Cadishead to

Deed of Termination of the Funding Agreement in relation to Dukesgate Academy, Marlborough Road Academy, The Albion Academy and Irlam & Cadishead

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	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
<u>Reasons why public interest favours withholding information</u> Whilst releasing the majority of the SAT/UL transfer Deed of Termination of Master Funding Agreement, Deed of Novation and Variation of the Supplemental Funding Agreement and Deed of Variation relating to UL's Master Funding Agreement will further the public understanding of Academies. The whole of the SAT/UL transfer Deed of Termination of Master Funding Agreement, Deed of Novation and Variation of the Supplemental Funding Agreement and Deed of Variation relating to UL's Master 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.	

DEED OF TERMINATION OF FUNDING AGREEMENT

THIS DEED is dated the 31st day of January 2019

PARTIES

- (1) THE SECRETARY OF STATE FOR EDUCATION (the "Secretary of State");
and
- (2) SALFORD ACADEMY TRUST, a charitable company incorporated in England and Wales with registered company number 08115121, whose registered office is at Frontier House, Merchans Quay, Salford, M50 3SR ("the Company")

together referred to as "the Parties".

BACKGROUND

- (A) The Parties entered into an agreement dated 23 August 2012 in relation to Dukesgate Academy, Marlborough Road Academy, The Albion Academy, Irlam and Cadishead College (the "Master Funding Agreement").
- (B) The Parties agree to terminate the Master Funding Agreement with effect from 00.01am on 1 February 2019 (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 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.

Executed on behalf of the Company by:

[Redacted signature]

Director

In the presence of:

[Redacted signature]

Witness Name: [Redacted]

Occupation: [Redacted]

Address:

Browne Jacobson LLP
14th floor, No. 1 Spinningfields
1 Hardman Square, Spinningfields,
Manchester, M3 3EB

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

[Redacted signature]

Duly Authorised

