

FREEDOM OF INFORMATION REDACTION SHEET

Shepherdswell Academy, Milton Keynes

Deed of Variation to the Supplemental Funding Agreement

<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 the Shepherdswell Academy Deed of Variation 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 VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 17 day of June 2024

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) East Midlands Academy Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 08149829,

together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 15 February 2012 as varied by a Deed of Variation dated 19 December 2013 and subsequently varied on 5 December 2022 and on 26 September 2023, (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Shepherdswell Academy (the "**Academy**") in accordance with the Supplemental Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed to increase the nursery provision.
- C. This Deed is supplemental to the Supplemental Funding Agreement.

1. INTERPRETATION

- 1.1 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 Supplemental Funding Agreement.

2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended and restated as follows:

The "32 – nursery provision" capacity figure in the Summary Sheet on page 4 shall be replaced with "40 full time nursery places which is equivalent to 80 part-time places or pupils on roll" for the Academy.

At clause 2.B the "plus a nursery provision of 32 places,..." wording shall be replaced by "plus a nursery provision of 40 full time nursery places which is equivalent to 80 part-time places or pupils on roll,..."

- 2.2 Except as varied by this Deed, the Supplemental Funding Agreement shall remain in full force and effect.

3. Governing law and jurisdiction

- 3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
- 3.2 The parties irrevocably agree that the English courts 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).

4. Counterparts

- 4.1 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.

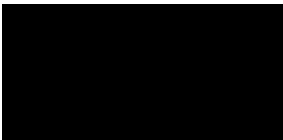
EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)
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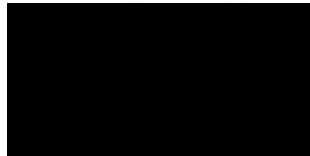
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Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **East Midlands Academy Trust**, acting by:



.....
Director



.....
Director/Secretary