

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 26 day of September 2023

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, (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 lower the age range and incorporate a 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 "180" capacity number in the Summary Sheet on page 4 shall be replaced with "180 – statutory school ages places, 32 – nursery provision" for the Academy.

The "4-7" age range in the Summary Sheet on page 4 shall be replaced with a "2-7" age range for the Academy.

The following definition shall be reinstated on page 8: "Funded Hours" means the current applicable government funded entitlement to free childcare.

At clause 2.B the "4-7" age range shall be replaced with a "2-7" age range for the Academy, and the following wording shall be inserted immediately after the

age range: "plus a nursery provision of 32 places,..."

Clauses 2.E.1 shall be reinstated: "Clause 2.16 of the Master Agreement does not prevent the Academy Trust charging fees for nursery provisions outside the Funded Hours."

Clauses 3.I.1 shall be reinstated: "For the avoidance of doubt, the pupil number count for the purposes of determining GAG excludes nursery provision pupils. Clauses 3.A-3.I must be read with this exclusion in mind."

- 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.

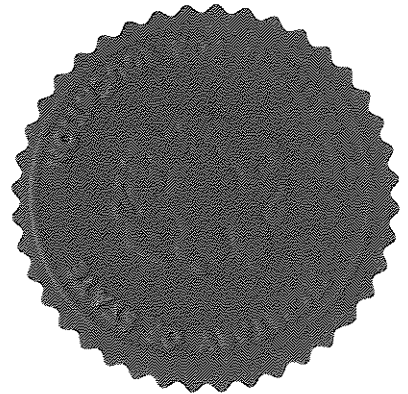
- 3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

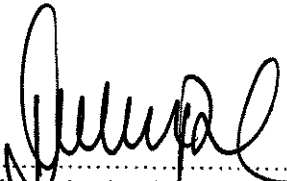
4. Counterparts

- 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.

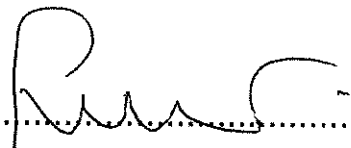
EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)
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Duly authorised by the Secretary of State for Education

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


.....
Director


.....
Director