

DEED OF VARIATION TO THE MASTER FUNDING AGREEMENT

THIS DEED is made the day of 2018

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Griffin Schools Trust (the "**Company**") a charitable company incorporated in England and Wales with registered number 07893665, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a master funding agreement dated on or about 30 August 2016 (the "**Master Funding Agreement**") relating to the establishment, maintenance and funding of Academies in accordance with the Master Funding Agreement and each Academy's supplemental funding agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Master Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Master 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 Master Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from 1 July 2018 the Master Funding Agreement shall be amended as follows:
 - (a) that the summary of additional clauses box on page 4 is amended to include the following information:

Descriptor	Clause No.	Applied	Not used
Definitions of types of Academies	1	yes	
Separate bank accounts	4.2A	yes	
Sufficient capacity and expertise to manage finances	4.3A	yes	
Provision of information relating to each PFI Academy	4.5A	yes	

- (b) that the following definition is inserted immediately following the definition of "16-19 Academy":

"PFI Academy" means an Academy which forms part of a scheme procured pursuant to the Government's Private Finance Initiative;

- (c) that all references to the "Education Funding Agency" or "EFA" are replaced with references to "Education and Skills Funding Agency" or "ESFA".

- (d) that the following footnote is added to the definition of "Parents":

"Parent" has the meaning set out in section 576 of the Education Act 1996

- (e) that existing clause 2.4 be replaced with the following clause:

2.4 The Academy Trust must designate a staff member at the Academy as responsible for promoting the educational achievement of registered pupils at the Academy who are being looked after by an LA, or are no longer looked after by an LA because of an adoption, special guardianship or child arrangements order, or because they have been adopted from 'state care' outside England and Wales, and in doing so must comply with the law, regulations and guidance that apply to maintained schools. The Academy Trust must ensure the designated person undertakes appropriate training and has regard to any guidance issued by the Secretary of State.

- (f) that existing clause 2.7 be replaced with the following clause:

2.7 The Academy Trust must ensure that all affected staff employed in the Academy other than teachers have access to the Local Government Pension Scheme in line with that Scheme's main regulations being the Local Government Pension Scheme Regulations 2013 and the Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014. Access to the Scheme must also be in accordance with HM Treasury's published guidance on New Fair Deal which sets out how pensions issues are to

be dealt with when staff are compulsorily transferred from the public sector to independent providers. These requirements don't apply if an individual chooses to opt out of the Scheme in line with the relevant legal provisions.

(g) that existing clause 2.22 be replaced with the following clause:

2.22 The Academy Trust must ensure that the curriculum provided to pupils up to the age of 16 is balanced and broadly based, and includes English, mathematics, science and (subject to the provisions in clause 2.V of the relevant Supplemental Agreement) religious education.

(h) that the words "governance training and development" be inserted at the end of clause 3.15 a).

(i) that the following clause is inserted immediately following clause 4.2:

4.2A Subject to clauses 4.14 and 4.15, the Academy Trust will, in relation to each PFI Academy, establish and maintain separate bank accounts which will be used solely for funds provided by the Secretary of State under this Agreement for that PFI Academy. The Academy Trust shall pay into those bank accounts funds provided by the Secretary of State. The Academy Trust agrees that such funds will remain in those accounts until required and that those funds will be applied in accordance with this Agreement.

(j) that the following clause is inserted immediately following clause 4.3:

4.3A Without prejudice to clause 4.3, the Academy Trust will ensure that it has and continues to have sufficient capacity and expertise to manage the finances of all academies within the federation. The Academy Trust will ensure that any funding which relates to the PFI Academy shall be accounted for separately

(k) that the following clause is inserted immediately following clause 4.5A:

4.5B In complying with clauses 4.1 - 4.34 (inclusive), the Academy Trust will (where relevant) be obliged to provide information which relates to each PFI Academy in addition to information which relates to the Academy Trust and any combined information which relates to all

of the Academies that the Academy Trust operates.

(l) that existing clause 4.27 be replaced with the following clause:

4.27 In relation to Publicly Funded Assets, the Academy Trust must not, without the Secretary of State's consent:

- a) acquire or dispose of freehold land;
- b) take up or grant a leasehold of land;
- c) dispose of any other class of capital asset,

except as expressly permitted in the Academies Financial Handbook, and subject to Part 3 of Schedule 1 to the Academies Act 2010.

(m) that existing clause 4.28 be replaced with the following clause:

4.28 The Academy Trust must give the Secretary of State 30 days' notice of its intention to take any actions in clause 4.27 (a) - (c) regardless of whether the Secretary of State's consent is required.

(n) that existing clause 4.31 be replaced with the following clause:

4.31 In relation to Publicly Funded Assets, the Academy Trust must not, without the Secretary of State's consent:

- a) give any guarantees, indemnities or letters of comfort, except such as are given in normal contractual relations;
or
- b) write off any debts or liabilities owed to it; or
- c) offer to make any special payments as defined in HM Treasury's publication 'Managing Public Money' (including ex gratia payments, staff severance payments and compensation payments)

if the value of those transactions would be above any threshold specified in the Academies Financial Handbook.

(o) that existing clause 4.32 be replaced with the following clause:

4.32 The Academy Trust must give the Secretary of State 30 days' notice, (or shorter period as the Secretary of State may agree of its intention to take any of the actions in clause 4.31 (a)-(c). regardless of whether the Secretary of State's consent is required.

2.2 Except as varied by this Deed, the Master 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:-)


.....
Duly authorised by the Secretary of State for Education

EXECUTED as a deed by
Griffin Schools Trust,
acting by:

.....
A. C. Powell
.....

Director

In the presence of:

W	Sign	
I	Name	MICHELLE HALL
T	Address	29 DOLSET ROAD, NOTTINGHAM SENGEX
N		
E	Occupation	ADMINISTRATOR
S		
S		