

This Deed is dated

29 SEPTEMBER

2015

**Between**

(1) **The Secretary of State for Education (the "Secretary of State"),**

and

(2) **School Partnership Trust Academies a charitable company incorporated in England and Wales with registered number 07386086 (the "Academy")**

together referred to as the "Parties".

**INTRODUCTION**

- A. The Parties entered into a master funding agreement (the "Original MFA") on 21 October 2010. Supplemental to the Original MFA, the Parties entered into a supplemental funding agreement in respect of Green Lane Primary Academy on 21 October 2010 (the "Original SFA").
- B. On 22 August 2014, the Parties entered into a Deed of Variation which, amongst other matters, replaced the Original MFA with a new master funding agreement (the "Existing MFA") and replaced the Original SFA with a new supplemental funding agreement for Green Lane Primary Academy (the "Existing SFA").
- C. The Parties now wish to vary and amend the terms of the Existing SFA and wish to record their agreement as to such variations/amendments to the Existing SFA by this Deed.

**LEGAL AGREEMENT**

- 1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Existing MFA or the Existing SFA, bear the meaning given to it in the Existing MFA or the Existing SFA.
- 2. The Secretary of State and the Academy agree that with effect from the date of this Deed the Existing SFA shall be amended in accordance with The Schedule to this Deed.
- 3. As varied by this Deed, the Existing SFA shall remain in full force and effect.
- 4. 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. 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. 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).

7. **No term of this Deed is intended to give any entitlement as against a Party to any person who is not a Party. No term of this Deed may be enforced by any person other than a Party under the Contracts (Rights of Third Parties) Act 1999.**

## The Schedule

### Amendments to the Existing SFA

1. Clause 2.5 shall be deleted and replaced with the following.
  - 2.5. The capacity of the Academy is 420 in the age range 3 to 11 together with a nursery unit of 26 places.
2. The following Clause 2.6 shall be added.

#### PUPILS

- 2.6 The relevant clauses in the Master Agreement and Annex B shall only apply insofar as the relevant provisions of the Children and Families Act 2014 relating to SEN and disability do not apply to Academies and Free Schools.
3. The following Clause 2.7 shall be added.
  - 2.7 Clauses 32 and 33 of the Existing MFA shall be disapplied and replaced with the following clauses.

#### SCHOOL MEALS

- 2.7.1 The Company must provide school lunches and free school lunches in accordance with the provisions of sections 512(3) and 512ZB(1) of the Education Act 1996 as if references in sections 512 and 512ZB to a local authority were to the Company and as if references to a school maintained by a local authority were to any of its Academies.
  - 2.7.2 The Company must comply with school food standards legislation as if its Academies were maintained schools.
  - 2.7.3 Where the Company provides milk to pupils, it must be provided free of charge to pupils who would be eligible for free milk if they were pupils at a maintained school.
4. The following Clauses 2.8 to 2.13 shall be added.

#### CURRICULUM

- 2.8 The Company must not allow any view or theory to be taught as evidence-based if it is contrary to established scientific or historical evidence and explanations. This clause applies to all subjects taught at an Academy.
- 2.9 The Company must provide for the teaching of evolution as a comprehensive, coherent and extensively evidenced theory.
- 2.10 The Company must ensure that principles are promoted which support fundamental British values, of: respect for the basis on which the law is made and applied in England; respect for democracy and support for participation in the democratic processes; support for equality of opportunity for all; support and respect for the liberties of all within the law;

and respect for and tolerance of different faiths and religious and other beliefs.

### **GOVERNANCE**

- 2.11 The Company must provide to the Secretary of State the names of all new or replacement members of the Company, stating the date of their appointment and, where applicable, the name of the member they replaced as soon as is practicable and in any event within 14 days of their appointment.
- 2.12 The Company must not appoint any new or replacement members until it has first informed them, and they have agreed, that their names will be shared with the Secretary of State to enable him to assess their suitability.
- 2.12A The Company must not amend or remove the provisions in its Articles relating to the appointment or election or the resignation or removal of Directors or members ("the Governance Articles") without the Secretary of State's consent.
- 2.12B Before any change to the Governance Articles is proposed the Company must give notice to the Secretary of State of:
- a) the proposed amendment or removal; and;
  - b) the reason for it.
- 2.12C If the Secretary of State consents to the proposed changes, the Company shall approve any changes to the Articles as soon as reasonably practicable and provide the Secretary of State with a copy of the amended Articles and the resolution(s) approving them.

### **PUPIL PREMIUM**

- 2.13 For each Academy Financial Year, the Company must publish, on the Academy's website, information about:
- a) the amount of Year 7 literacy and numeracy catch-up premium grant that it will receive during the Academy Financial Year;
  - b) what it intends to spend its Year 7 literacy and numeracy catch-up premium grant on;
  - c) what it spent its Year 7 literacy and numeracy catch-up premium grant on in the previous Academy Financial Year;
  - d) the impact of the previous year's Year 7 literacy and numeracy catch-up premium grant on educational attainment, and how that effect was assessed.
5. The following Clauses 5.9A) to 5.9C) shall be added.
- 5.9A) If
- a) Any Director or member of the Company refuses to consent to any checks required under this Agreement, or as otherwise requested

