

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 25 day of August 2020

### BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) **Paradigm Trust** a charitable company incorporated in England and Wales with registered company number 08469218 whose registered address is Culloden Primary School, Dee Street, London E14 0PT together, the “**Parties**”.

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement in respect of Murrayfield Community Primary Academy dated on or about 22 December 2016 (the “**Funding Agreement**”) relating to the establishment, maintenance and funding of an Academy in accordance with the Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Funding Agreement.

### 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 Funding Agreement.

### VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from 1 September 2020 the Funding Agreement shall be amended as follows:

Clauses 2.C and 2.D of the Funding Agreement shall be deleted and replaced as follows:

- 2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 24 planned places for pupils with Social, Emotional and Mental Health needs (SEMH) in the age range 7-11.

2.D The Secretary of State may at any time determine that the SEN Unit or Resourced Provision should cease to operate. In making such a determination, the Secretary of State will:

- a) consider the views of the Academy and relevant LAs (in their strategic role in the commissioning of SEN provision); and
- b) consider how his determination will affect the LAs' ability to secure suitable SEN provision for children in the area.

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

### **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).

### **Counterparts**

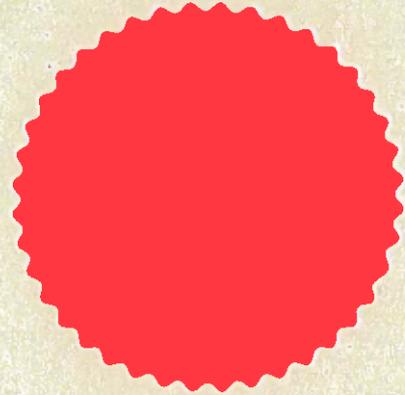
4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

**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.

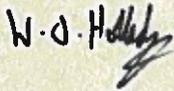
**EXECUTED** as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:- )  
)  
)



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



**EXECUTED** as a deed by **Paradigm Trust**, acting by:



.....

**Director**

In the presence of:

W	Sign	
I	Name	Emma Vehit
T	Address	Dee Street, London E14 0PT
N	Occupation	Company Secretary
E		
S		
S		