

THE SECRETARY OF STATE FOR EDUCATION (1)

and

EVOLUTION ACADEMY TRUST (2)

DEED OF VARIATION

relating to the supplemental funding agreement for
Elm Tree Primary School

THIS DEED is made the day of 2020

(1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the “**Secretary of State**”);

- and -

(2) **Evolution Academy Trust** a charitable company incorporated in England and Wales with registered company number 08158619 whose registered address is Suite 1 Keswick Hall, Keswick Hall, Norwich, England, NR4 6TJ (the “**Company**”),

together referred to as the “**Parties**”.

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement for Elm Tree Primary School (the “**Academy**”) on 25 February 2016 (the “**Supplemental Funding Agreement**”), a copy of which is contained in The Schedule.
- B. The Parties have agreed to vary and amend certain terms of the Supplemental Funding Agreement on the terms set out in this Deed.
- C. This Deed is supplemental to the Supplemental Funding Agreement.

1. INTERPRETATION

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 31 August 2020, the Supplemental Funding Agreement shall be amended as follows:

- 2.1.1 The “SEN unit / Resource provision” details in the “Summary Sheet” on page 4 of the Supplemental Funding Agreement shall be amended as follows:

SEN unit / Resource provision	N/A
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- 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 dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
- 3.2 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).

4. COUNTERPARTS

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
Evolution Academy Trust acting by:

.....
Director

In the presence of:

W Sign:

I

T Name:

N

E Address:

S

S Occupation:

The Schedule

Supplemental Funding Agreement