



Education & Skills
Funding Agency

Education & Skills Funding Agency
Sanctuary Buildings
Great Smith Street
London
SW1P 3BT

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18 June 2019

Dear Mr Wade

Deed of Variation – The JCB Academy

Please find enclosed a copy of the Deed of Variation for The JCB Academy that has been executed on behalf of the Secretary of State.

If you have any queries regarding this, please contact Adam Harvey by emailing academy.questions@education.gov.uk

Yours sincerely,

Lucy Shawcross
UTC National Team
Education and Skills Funding Agency

Enc: 1x Deed of Variation – The JCB Academy

DATED _____

THE SECRETARY OF STATE FOR EDUCATION (1)

and

THE JCB ACADEMY TRUST (2)

**DEED OF VARIATION
relating to a Funding Agreement
dated 6th November 2008**

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 18th day of June 2019

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The JCB Academy Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 6346630, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on 06 November 2008 (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.

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 Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Funding Agreement shall be amended as follows:

For the purposes of the variation, the following clauses replace clauses 72 and 74:

72. For the Academy Financial Years from 2015/16 to 2017/18, and 2019/20 the basis of the pupil number count for the purposes of determining GAG for each Academy Financial Year will be the Academy Trust's estimate. The Secretary of State will, in advance of each Academy Financial Year for the Academy, request that the Academy Trust provides an estimate of the number of pupils on roll in the following September for the purposes of determining GAG for an Academy Financial Year. The Academy Trust must provide the requested estimate to the Secretary of State as soon as reasonably practicable.

74. For any Academy Financial Year in which GAG for the Academy has not been calculated in accordance with clause 72, the basis of the pupil number counts for the purpose of determining GAG for the Academy will be:

a) for the pupil number count for pupils in Year 11 below, the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question; and

b) for the pupil number count for pupils in Year 12 and above, the formula which for the time being is in use for maintained schools for the calculation of pupil numbers in Year 12 and above for the purpose of calculating their level of funding.

2.2 Except as varied by this Deed, the 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

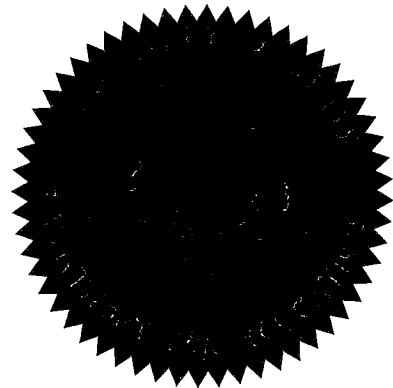
4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

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:-)
)
)

[Handwritten signature]

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



EXECUTED as a deed by **JCB Academy Trust** - acting by:

[Handwritten signature]

.....
Director

In the presence of:

W Sign *[Handwritten signature]*
I Name JONI BAI.
T Address 129 STANER ST.
N Occupation PA
E
S
S