

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 23 day of March 2016

BETWEEN

- 1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**"); and
- 2) **The Durham UTC Limited**, a charitable company incorporated in England and Wales with registered company number 08706625, whose registered office is at University Of Sunderland 4th Floor, Edinburgh Building, Sunderland, Tyne And Wear, SR1 3SD (the "**Company**"),

together the "**Parties**".

INTRODUCTION

- A. UTC South Durham is an academy within the meaning of the Academies Act 2010 (the "**UTC**") and is currently operated by the Company.
- B. The Parties entered into a funding agreement executed as a deed on 19 March 2015 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of the UTC in accordance with the Funding Agreement.
- C. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- D. 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 in accordance with Schedule 1 to this Deed.
- 2.3 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 the Company,
acting by:




Director



Director/Secretary

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



Schedule 1

1. Paragraph 2.27 of the Funding Agreement shall be replaced with the following new paragraph 2.27:

“2.27. The Academy Trust must participate in the local Fair Access Protocol. The Academy Trust must participate in the coordinated admission arrangements operated by the LA in whose area the Academy is situated unless it opts out of doing so in any admissions year by notifying the LA in writing no later than the date of determining its admissions policy for the Academy.”