

**MINERVA LEARNING TRUST**

**DEED OF VARIATION OF FUNDING AGREEMENT  
2021**

The Parties to this Deed are:

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

- and -

(2) Minerva Learning Trust, a charitable company incorporated in England and Wales with registered company number 09200332 whose registered address is at 7 Shay House Lane, Stocksbridge, Sheffield S36 1FD (the "**Company**").

together referred to as the "**Parties**".

## **INTRODUCTION**

- A. The Parties have entered into a master funding agreement on 30<sup>th</sup> September 2014, a copy of which is contained in Schedule 1, (the "**Existing MFA**").
- B. The Parties have entered into a supplementary funding agreement in respect of the Handsworth Grange Community Sports College on 30<sup>th</sup> September 2014 as varied by a Deed of Variation dated 1<sup>st</sup> December 2017, copies of which are contained in Schedule 2 (the "**Existing Handsworth Grange SFA**");
- C. The Parties have entered into a supplementary funding agreement in respect of the Ecclesfield School on 27<sup>th</sup> March 2014 as varied by a Deed of Novation and Variation dated 1<sup>st</sup> December 2017, copies of which are contained in Schedule 3 (the "**Existing Ecclesfield SFA**");
- D. The Parties have entered into a supplementary funding agreement in respect of the Stocksbridge High School on 27<sup>th</sup> March 2014, a copy of which is contained in Schedule 4 (the "**Existing Stocksbridge SFA**");
- E. The Parties have entered into a supplementary funding agreement in respect of the High Storrs School on 27<sup>th</sup> February 2018, a copy of which is contained in Schedule 5 (the "**Existing High Storrs SFA**"); and
- F. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing Handsworth Grange SFA, the Existing Ecclesfield SFA, the Existing Stocksbridge SFA and the Existing High Storrs SFA, on the terms set out in this Deed.

## **LEGAL AGREEMENT**

- 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 Amended Master Funding Agreement (as defined in clause 2 below).
- 2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing MFA shall be amended and re-stated in the form of the Master Funding Agreement set out in Schedule 6 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing MFA but amends and re-states it.

3. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing Handsworth Grange SFA** shall be amended and re-stated in the form of the Amended Handsworth Grange SFA set out in Schedule 7 (the "**Amended Handsworth Grange SFA**"). For the avoidance of doubt, the Amended Handsworth Grange SFA does not terminate or suspend the Existing Handsworth Grange SFA but further amends and re-states it.
4. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Ecclesfield SFA shall be amended and re-stated in the form of the Amended Ecclesfield SFA set out in Schedule 8 (the "**Amended Ecclesfield SFA**"). For the avoidance of doubt, the Amended Ecclesfield SFA does not terminate or suspend the Existing Ecclesfield SFA but further amends and re-states it.
5. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Stocksbridge SFA shall be amended and re-stated in the form of the Amended Stocksbridge SFA set out in Schedule 9 (the "**Amended Stocksbridge SFA**"). For the avoidance of doubt, the Amended Stocksbridge SFA does not terminate or suspend the Existing Stocksbridge SFA but further amends and re-states it.
6. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing High Storrs SFA shall be amended and re-stated in the form of the Amended High Storrs SFA set out in Schedule 10 (the "**Amended High Storrs SFA**"). For the avoidance of doubt, the Amended High Storrs SFA does not terminate or suspend the Existing High Storrs SFA but further amends and re-states it.

#### **GOVERNING LAW AND JURISDICTION**


3. 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.
4. 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).

#### **COUNTERPARTS**

5. 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 last date listed below.

**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  
Date... 29 June 2021



**EXECUTED** as a deed by **MINERVA LEARNING TRUST** acting by:

  
.....  
Director

Print name... KARIM ASLAM

Date.....

Witnessed by .....

Signature  
Full name... ADELE FRANCE

Address... 12 RANWORTH ROAD, BRANLEY, ROTHEHAM

Occupation... CHIEF FINANCE & OPERATIONS OFFICER

**Schedule 1**  
**Existing MFA**

**Schedule 2**

**Existing Handsworth Grange SFA**

**Schedule 3**

**Existing Ecclesfield SFA**

**Schedule 4**

**Existing Stocksbridge SFA**



**Schedule5**

**Existing High Storrs SFA**

**Schedule 6**  
**Amended Master Funding Agreement**

**Schedule 7**

**Amended Handsworth Grange SFA**

**Schedule 8**  
**Amended Ecclesfield SFA**

**Schedule 9**

**Amended Stocksbridge SFA**

**Schedule 10**

**Amended High Storrs SFA**