THE SECRETARY OF STATE FOR EDUCATION (1)

AND

GIPPESWYK COMMUNITY EDUCATIONAL TRUST (2)

AND

JOHN MILTON ACADEMY TRUST (3)

DEED OF NOVATION AND VARIATION

relating to the supplemental funding agreements for Bacton Primary School, Cedars Park Community Primary School, Mendlesham Primary School and Stowupland High School

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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**");

(2) **GIPPESWYK COMMUNITY EDUCATIONAL TRUST**, a charitable company incorporated in England and Wales with registered company number 07656715 whose registered address is at Copleston High School, Copleston Road, Ipswich, Suffolk, IP4 5HD (the "**IAT**"); and

(3) **JOHN MILTON ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 10298832 whose registered address is at JMAT Centre, Church Road, Stowupland, Stowmarket, Suffolk, IP14 4BQ (the "**Company**"),

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

INTRODUCTION

A. The below listed are academies within the meaning of the Academies Act 2010 (the "**Academies**") and are currently operated by the Company (a multi academy trust):
    a. Bacton Primary School
    b. Cedars Park Community Primary School;
    c. Mendlesham Primary School; and
    d. Stowupland High School.
B. The Secretary of State and the Company entered into the following supplemental funding agreements in respect of each of the Academies, for the maintenance and funding of the Academies (the "**Agreements**") as set out as follows:

    a. a supplemental funding agreement concerning Bacton Primary School dated 25 August 2016, a copy of which is set out in **Schedule 1**;

    b. a supplemental funding agreement concerning Cedars Park Community Primary School dated 25 August 2016, a copy of which is set out in **Schedule 2**;

c. a supplemental funding agreement concerning Mendlesham Primary School dated 30 September 2016 and amended by way of a deed of variation dated 27 July 2021, a copy of which is set out in **Schedule 3**; and

d. a supplemental funding agreement concerning Stowupland High School dated 25 August 2016 and amended by way of a deed of variation dated 27 July 2021, a copy of which is set out in **Schedule 4**.

C. It is proposed that, with effect from 00.01 am on 1 September 2024 ("**Transfer Date**"), IAT will assume responsibility for the management and operation of the Academies in succession to the Company.

D. The Parties wish to novate the Agreements to IAT and the Secretary of State and IAT wish to vary the terms of the Agreements subject to the provisions of this Deed.

LEGAL AGREEMENT

1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Agreements, bear the meaning given to it in the Agreements.

NOVATION

2. The Company transfers all its rights and obligations under the Agreements to IAT with effect from the Transfer Date. With effect from the Transfer Date, IAT shall enjoy all the rights and benefits of the Company under the Agreements and all references to the Company in the Agreements shall be read and construed as references to IAT.

3. With effect from the Transfer Date, the references in the Agreements to the Master Funding Agreement between the Company and the Secretary of State shall be read as a reference to the Master Funding Agreement between the IAT and the Secretary of State.

4. With effect from the Transfer Date, IAT agrees to perform the Agreements and be bound by their terms in every way as if it were the original party to them in place of the Company.

5. With effect from the Transfer Date, the Secretary of State agrees to perform the Agreements and be bound by their terms in every way as if IAT were the original party to them in place of the Company.

OBLIGATIONS AND LIABILITIES

6. With effect from the Transfer Date, the Company and the Secretary of State release each other from all future obligations to the other under the Agreements.

7. Each of the Company and the Secretary of State release and discharge the other from all claims and demands under or in connection with the Agreements arising after the Transfer Date.

8. Each of IAT and the Secretary of State will have the right to enforce the Agreements and pursue any claims and demands under the Agreements against the other with respect to matters arising before, on or after the date of this Deed as though IAT were the original party to the Agreements instead of the Company.

INDEMNITY

9. The Company agrees to indemnify IAT against any losses, liabilities, claims, damages or costs that IAT suffers or incurs under or in connection with the Agreements as a result of the Company's failure to perform or satisfy its obligations under the Agreements on or before the Transfer Date.

10. IAT agrees to indemnify the Company against any losses, liabilities, claims, damages or costs the Company suffers or incurs under or in connection with the Agreements as a result of IAT's failure to perform or satisfy its obligations under the Agreements on or after the Transfer Date.

VARIATION

11. The Secretary of State and IAT agree that with effect from the Transfer Date the Agreements shall be amended and restated so as to take effect in the form set out as follows:-

a. Bacton Primary School as set out in **Schedule 5**;

b. Cedars Park Community Primary School as set out in **Schedule 6**;

c. Mendlesham Primary School as set out in **Schedule 7**; and

d. Stowupland High School as set out in **Schedule 8**.

12. As varied by this Deed, the Agreements shall remain in full force and effect.

13. This Deed shall be governed by and interpreted in accordance with English law.

14. 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

15. 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:-)

[redacted]

Duly authorised by the **SECRETARY OF STATE FOR EDUCATION**
Date 28th August 2024

EXECUTED as a deed by
GIPPESWYK COMMUNITY
EDCUATIONAL TRUST acting
by one director in the presence
of a witness:

[redacted]

EXECUTED as a deed by **JOHN MILTON ACADEMY TRUST** acting by one director in the presence of a witness:

