

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 28 day of August

2026

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) East Midlands Academy Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 08149829, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement for Northampton International Academy (the "**Academy**") dated 23 June 2016, which was amended via deed of variation dated 5 December 2022 (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:

The relevant row in the summary table on page 4 shall be amended to include reference to the following:

SEN unit / Resource provision	Yes – SEN unit (Social, Emotional and Mental Health needs) for up to 30 planned places
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The relevant row in the application table on page 5 shall be amended as follows to reflect that the relevant provisions are now applied:

Clause No.	Descriptor	Applied	Not used
2.C, 2.D	Only applies where the Academy has an SEN unit or Resourced Provision	X	

Clauses 2.C and 2.D shall be reinstated as follows:

2.C The Academy must operate designated places reserved for pupils with

SEN (SEN Unit or Resourced Provision) with up to 30 planned places for pupils with Social, Emotional and Mental Health needs in the age range 11-16.

2.D The Secretary of State may at any time determine that the SEN Unit or Resourced Provision should cease to operate. In making such a determination, the Secretary of State will:

- a) consider the views of the Academy and relevant LAs (in their strategic role in the commissioning of SEN provision); and
- b) consider how his determination will affect the LAs' ability to secure suitable SEN provision for children and young people in the area.

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:-)



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



EXECUTED as a deed by **East Midlands Academy Trust**

acting by:


***** ..

Director

In the presence of:

W	Sign	<i>mAdams</i>
I		
T	Name	Michelle Adams
N		
E	Address	Pyramus House, Roman Way, Grange Park, Northampton NN4 5EA
S		
S	Occupation	Executive Assistant

