

Catholic Multi Academy Model  
Mainstream

**SCHEDULE 1**

**MODEL SUPPLEMENTAL AGREEMENT**

**THIS AGREEMENT** made 2015

**BETWEEN**

(1) **THE SECRETARY OF STATE FOR EDUCATION**; and

(2) **THE ROMERO CATHOLIC ACADEMY**

**IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT** made between the same parties and dated 2015 (the "**Master Agreement**").

**1. DEFINITIONS AND INTERPRETATION**

1.1 Except as expressly provided in this Agreement words and expressions defined in the Master Agreement and/or the Articles shall have the same meanings in this Agreement as were ascribed to them in the Master Agreement and/or the Articles.

1.2 The following words and expressions shall have the following meanings:

"the Academy" means the St John Fisher Catholic Primary School to be established at Kineton Road, Wyken, Coventry, West Midlands CV2 3NR.

1.3 Reference in this Agreement to clauses and Annexes shall, unless otherwise stated, be to clauses and annexes of this Agreement.

**2 THE ACADEMY**

2.1 The Company will establish and maintain, and carry on or provide for the carrying on of the Academy in accordance with the Master Agreement and this Agreement<sup>1</sup>.

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<sup>1</sup> If the Academy is to be a "selective school" within the meaning of section 6(4) of the Academies Act 2010 please see the alternative wording for this clause in section C of the Appendix of Alternative and Additional Clauses

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2.2 The curriculum provided by the Academy to pupils up to the age of 16 shall be broad and balanced.

2.3 The requirements for the admission of pupils to the Academy are set out at Annex 1.

**Academy Opening Date**

2.4 The Academy shall open as a school on 1 August 2015 replacing St John Fisher Catholic Primary School which shall cease to be maintained by the Local Authority on that date, which date shall be the conversion date within the meaning of the Academies Act 2010<sup>2</sup>.

2.5 The planned capacity of the Academy is 420 in the age range 5-11.

**Pupils**

2.6 The relevant clauses in the Master Agreement and Annex B of the Master Agreement shall only apply insofar as the relevant provisions of the Children and Families Act 2014 relating to SEN and disability do not apply to Academies.

**School Meals**

2.7 The Company must provide school lunches and free school lunches in accordance with the provisions of sections 512(3) and 512ZB(1) of the Education Act 1996 as if references in sections 512 and 512ZB to a local authority were to the Company and as if references to a school maintained by a local authority were to any of its Academies.

2.8 The Company must comply with school food standards legislation as if its Academies were maintained schools.

2.9 Where the Company provides milk to pupils, it must be provided free of charge to pupils who would be eligible for free milk if they were pupils at a maintained school.

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<sup>2</sup> Delete words in square brackets if the SFA is being used for an Academy that is replacing a maintained school following school closure under the Education and Inspections Act 1996.

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### Curriculum

- 2.10 Subject always to the provisions set out in clauses 2.13 to 2.17 inclusive, the Company must not allow any view or theory to be taught as evidence-based if it is contrary to established scientific or historical evidence and explanations. This clause applies to all subjects taught at the Academy.
- 2.11 The Company must provide for the teaching of evolution at the Academy as a comprehensive, coherent and extensively evidenced theory.
- 2.12 The Company must ensure that principles are promoted at the Academy which support fundamental British values, of: respect for the basis on which the law is made and applied in England; respect for democracy and support for participation in the democratic processes; support for equality of opportunity for all; support and respect for the liberties of all within the law; and respect for and tolerance of different faiths and religious and other beliefs.
- 2.13 The Secretary of State acknowledges that the Company and this Academy is designated with a Catholic religious character and as such have a number of freedoms in law, enabling them to express their distinctive character. These freedoms cover areas including the provision of religious education, collective worship, admissions and employment of staff.
- 2.14 The parties acknowledge that the effect of clauses 2.10 and 2.11 above require that pupils at the Academy are taught about the theory of evolution, and prevents teaching 'Creationism' as scientific fact.<sup>3</sup>
- 2.15 The parties recognise that the teaching of Creationism is not part of prevailing practice in the English education system, but acknowledge that it is important

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<sup>3</sup> Note 'Creationism', for the purposes of clauses 2.10, 2.11 and clauses 2.14 -1.16 inclusive of this Agreement, is any doctrine or theory which holds that natural biological processes cannot account for the history, diversity, and complexity of life on earth and therefore rejects the scientific theory of evolution. The parties acknowledge that Creationism, in this sense, is rejected by most mainstream Churches and religious traditions, including the Catholic Church, as well as the scientific community. It does not accord with the scientific consensus or the very large body of established scientific evidence; nor does it accurately and consistently employ the scientific method, and as such it should not be presented to pupils at the Academy as a scientific theory.

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that it is made clear to the Academy what the Secretary of State expects in terms of the curriculum which it needs to provide. The parties further recognise that the requirement on the Academy to provide a broad and balanced curriculum, in any case prevents the teaching of Creationism as evidence based theory at this Academy.

- 2.16 The Secretary of State acknowledges that clauses 2.10, 2.11 and clauses 2.13 to 2.15 inclusive above do not prevent discussion of beliefs about the origins of the Earth and living things, such as Creationism, in Religious Education, as long as it is not presented as a valid alternative to established scientific theory.

### **Governance**

- 2.17 The Company must provide to the Secretary of State the name of every new or replacement Member, stating the date of their appointment and, where applicable, the name of the Member they replaced as soon as is practicable and in any event within 14 days of their appointment.
- 2.18 No new or replacement Member shall be appointed until the party appointing that Member has first informed him, and he has agreed, that his name will be shared with the Secretary of State to enable the Secretary of State to assess that person's suitability to become a Member.

### **Pupil Premium**

- 2.19 For each Academy Financial Year, the Company must publish, on the Academy's website, information about:
- 2.19.1 the amount of Year 7 literacy and numeracy catch-up premium grant that it will receive during the Academy Financial Year;
  - 2.19.2 what it intends to spend its Year 7 literacy and numeracy catch-up premium grant on;
  - 2.19.3 what it spent its Year 7 literacy and numeracy catch-up premium grant on in the previous Academy Financial Year;
  - 2.19.4 the impact of the previous year's Year 7 literacy and numeracy catch-up premium grant on educational attainment, and how that effect was assessed.

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**3 CAPITAL GRANT**

- 3.1 Pursuant to clauses 38, 40A and 40B of the Master Funding Agreement, the Secretary of State may, in his absolute discretion provide Capital Expenditure funding in accordance with any arrangements he considers appropriate.

**4 GAG AND EAG**

- 4.1 The Secretary of State agrees to pay GAG and EAG to the Company in relation to the Academy in accordance with the Master Agreement.

**5 TERMINATION**

- 5.1A The Secretary of State is entitled, upon the written application to him by the Founder Member requesting such action and setting out its grounds for requesting such action, should he agree with the Founder Member, to issue to the Company a written notice of his intention to terminate this Agreement on a specified date.

- 5.1 Either party to this Agreement may give not less than seven Academy Financial Years' written notice to terminate this Agreement, such notice to expire on 31 August 2022 or any subsequent anniversary of that date and the Company shall copy any such notice sent or received to the Founder Member and to the Trustees.

- 5.2 The Secretary of State shall be entitled to issue to the Company a written notice of his intention to terminate this Agreement ("Termination Warning Notice") where in his opinion, acting reasonably, he considers that:

5.2.1 the Academy is no longer meeting the requirements referred to in clause 12 of the Master Agreement (subject to clause 5.9 of this Agreement);

5.2.2 the conditions and requirements set out in clauses 13-34B of the Master Agreement are no longer being met;

5.2.3 the standards of performance of pupils at the Academy are unacceptably low;

5.2.4 there has been a serious breakdown in the way the Academy is managed or governed;

5.2.5 the safety of pupils or staff is threatened (whether by breakdown of discipline or otherwise); or

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- 5.2.6 the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement and such notice shall be copied to the Founder Member.
- 5.3 A Termination Warning Notice issued by the Secretary of State in accordance with clause 5.2 shall specify:
- 5.3.1 which reason or reasons listed in clause 5.2 above are relied on by the Secretary of State as a default on which to issue his Termination Warning Notice;
  - 5.3.2 the remedial measure or measures which the Secretary of State requires the Company to carry out, with associated deadlines, in order to rectify the default or defaults identified (“Specified Remedial Measures”); and
  - 5.3.3 the last date by which the Company must respond to the Termination Warning Notice which must allow the Company a reasonable period in which to provide to the Secretary of State its representations with regard thereto and/or to confirm that it accepts and agrees to undertake the Specified Remedial Measures.
- 5.4 The Secretary of State shall consider any response and representations made by the Company, the Founder Member or on their behalf which are received by him by the date specified in accordance with clause 5.3.3 and within a reasonable time thereafter shall confirm whether he considers that:
- 5.4.1 in the light of the representations made in response to the Termination Warning Notice, some or all of the Specified Remedial Measures are not required to be implemented (and if so which) and/or the Specified Remedial Measures are being or will be implemented within the specified timeframe; or
  - 5.4.2 subject to any further measures he reasonably requires (“Further Remedial Measures”) being implemented by a specified date or any evidence he requires being provided, the implementation of such measures has been or will be successfully completed within the specified timeframes;
- in which cases the Secretary of State shall notify the Company that his intention to terminate this Agreement is withdrawn; or

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5.4.3 he is not satisfied that the Company will rectify the default or defaults identified in the Termination Warning Notice within the specified timeframes. In such circumstances, the Secretary of State may notify the Company of his intention to terminate the Agreement on a specified date, which date must take account of the provisions of clause 5.5A below.

Each notice issued by the Secretary of State pursuant to this clause 5.4 shall be copied to the Founder Member. The Secretary of State shall use all reasonable endeavours to inform and keep informed the Company and the Founder Member of his intentions and any steps he is taking or intends to take in relation to the termination (or not) of this Agreement.

5.5 Subject to clause 5.5A below, the Secretary of State may by further notice in writing to the Company and copied to the Founder Member terminate this Agreement with effect from a specified date, but which date must take account of the provisions of clause 5.5A below in the event that:

5.5.1 neither the Company, nor the Founder Member nor any party on their behalf has, by the date specified in clause 5.3.3, responded to the Termination Warning Notice either confirming that the Company accepts and agrees to undertake the Specified Remedial Measures or providing representations with regard to the Specified Remedial Measures; or

5.5.2 the Company has not carried out the Specified Remedial Measures and/or Further Remedial Measures within the specified timeframes;

provided that having considered any representations made pursuant to clause 5.3.3 and clause 5.5A, the Secretary of State remains satisfied that it is appropriate to terminate this Agreement.

5.5A In the circumstances of clause 5.4.3 the Secretary of State shall, if so requested in writing by the Company and/or the Founder Member within thirty days from such notification, meet a deputation including representatives from directors of the Company, the Founder Member and the Academy Committee to discuss his concerns. If following such meeting he has good reasons for remaining satisfied that the Company will not rectify the default or defaults identified in the Termination Warning Notice within the specified timeframes,

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he shall give the Company written notice to terminate this Agreement with effect from the specified date issued pursuant to clause 5.4.3 or such later date as may be reasonable in the circumstances and be stated in the Secretary of State's further notice issued pursuant to clause 5.5 and such notice shall be copied to the Founder Member.

**Notice of Intention to Terminate**

5.6 The Secretary of State may at any time give written notice to the Company and copied to the Founder Member of his intention to terminate this Agreement where the Chief Inspector gives notice to the Company in accordance with section 13(3) of the Education Act 2005 stating that in the Chief Inspector's opinion –

5.6.1 special measures are required to be taken in relation to the Academy;  
or

5.6.2 the Academy requires significant improvement<sup>4</sup>.

5.7 Any notice issued by the Secretary of State in accordance with clause 5.6 shall invite the Company and the Founder Member to respond with any representations within a specified timeframe (such timeframe being not less than 10 Business Days).

5.8 Where the Secretary of State has given notice of his intention to terminate this Agreement in accordance with clauses 5.6 and 5.7 and –

5.8.1 he has not received any representations from the Company or the Founder Member or any party on their behalf within the timeframe specified in clause 5.7; or

5.8.2 having considered the representations made by the Company or the Founder Member or on their behalf pursuant to clause 5.7, the Secretary of State remains satisfied that it is appropriate to terminate

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<sup>4</sup> Note: the term "significant improvement" is set out in legislation under section 44(2) of the Education Act 2005, and refers to a school which requires "significant improvement....if it is performing significantly less well than it might in all the circumstances reasonably be expected to perform." Further guidance is available from the Department for Education.



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he may by further notice in writing to the Company and copied to the Founder Member terminate this Agreement with effect from a specified date.

5.8A If

5.8A.1 Any Director or Member refuses to consent to any checks required under this Agreement, or as otherwise requested by the Secretary of State; or

5.8A.2 The Secretary of State determines that any Director or Member is unsuitable,

the Secretary of State may:

5.8A.3 direct the Company to ensure that the Director or Member resigns or is removed within 42 days, failing which the Secretary of State may serve a Termination Notice; or

5.8A.4 serve a Termination Notice.

5.8B For the purposes of clause 5.8A a Director or Member will be “unsuitable” if that Director or Member:

5.8B.1 has been convicted of an offence;

5.8B.2 has been given a caution in respect of an offence;

5.8B.3 is subject to a relevant finding in respect of an offence; or

5.8B.4 has engaged in relevant conduct,

as a result of which, the Secretary of State (acting reasonably) considers that that Director or Member is unsuitable to take part in the management of the Academies.

5.8C For the purposes of clause 5.8B:

5.8C.1 a Director or Member will be subject to a “relevant finding” in respect of an offence if:

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- 5.8C.1.1 that Director or Member has been found not guilty of the offence by reason of insanity;
- 5.8C.1.2 that Director or member has been found to be under a disability and to have done the act charged against them in respect of the offence; or
- 5.8C.1.3 a court outside the United Kingdom has made a finding equivalent to that described in paragraphs 5.8C.1.1 and 5.8C.1.2 above.

5.8C.2 “relevant conduct” is conduct by a Director or member of the Company which is:

- 5.8C.2.1 aimed at undermining the fundamental British values of democracy, the rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs; or
- 5.8C.2.2 found to be in breach of professional standards by a professional body; or
- 5.8C.2.3 so inappropriate that, in the opinion of the Secretary of State (acting reasonably), it makes that Director or Member unsuitable to take part in the management of the Academy.

**Termination with Immediate Effect**

- 5.9 If the Secretary of State has cause to serve a notice on the Company under section 165 of the Education Act 2002 and a determination (from which all rights of appeal have been exhausted) has been made that the Academy shall be struck off the Register of Independent Schools, he may terminate this Agreement by notice in writing to the Company and copied to the Founder Member such termination to take effect on the date of the notice.

**Notice of Intention to Terminate by Company**

- 5.10 The Secretary of State will, before the start of each Academy Financial Year, provide the Company with a final funding allocation indicating the level of GAG and EAG to be provided in the next Academy Financial Year (the “**Funding Allocation**”).

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- 5.11 If the Company is of the opinion that, after receipt of the Funding Allocation for the next Academy Financial Year (the “**Critical Year**”) and after taking into account all other resources likely to be available to the Academy, including other funds that are likely to be available to the Academy from other academies operated by the Company (“**All Other Resources**”), it is likely that the cost of running the Academy during the Critical Year would cause the Company to become insolvent (and for this reason only) then the Company may give written notice of its intention to terminate this Agreement at the end of the Critical Year.
- 5.12 Any notice given by the Company under clause 5.11 must be provided to the Secretary of State within six weeks of the Secretary of State issuing the Funding Allocation. The notice given by the Company under clause 5.11 must specify:
- 5.12.1 the grounds upon which the Company’s opinion is based, including:
- 5.12.1.1 evidence of those grounds;
  - 5.12.1.2 any professional accounting advice the Company has received;
  - 5.12.1.3 a detailed statement of steps which the Company proposes to take to ensure that the running costs of the Academy are reduced such that costs are less than the Funding Allocation and All Other Resources, and the period of time within which such steps will be taken; and
- 5.12.2 the shortfall in the Critical Year between the Funding Allocation and All Other Resources expected to be available to the Company to run the Academy and the projected expenditure on the Academy; and
- 5.12.3 a detailed budget of income and expenditure for the Academy during the Critical Year (the “**Projected Budget**”).
- 5.13 Both parties will use their best endeavours to agree whether or not the cost of running the Academy during the Critical Year would cause the Company to become insolvent. Both parties recognise that they will need to engage in a constructive dialogue at the time about how best to provide education for the

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pupils at the Academy and use their best endeavours to agree a practical solution to the problem and shall use all reasonable endeavours to procure that any other party with an interest in the Academy (such as the Trustees, the Founder Member and the Diocesan Bishop) are consulted on and/or engaged in or kept informed of such constructive dialogue to the extent each interested party may request and the parties shall have due regard to any representations made by such interested parties.

- 5.14 If no agreement is reached by 30 April (or such other date as may be agreed between the parties) as to whether the cost of running the Academy during the Critical Year would cause the Company to become insolvent, then that question shall be referred to an independent expert (the “Expert”) for resolution. The Expert’s determination will be final and binding on both parties and be copied to the Founder Member. The Expert will be requested to specify in his determination the amount of the shortfall in funding (the “**Shortfall**”).
- 5.15 The Expert will be an insolvency practitioner with significant professional experience of educational institutions or academies. If the parties fail to agree upon the appointment of the Expert then the Expert will be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales. The Expert’s fees will be borne equally between the parties.
- 5.16 The Expert shall be required in reaching his determination to take account of advice from an educational specialist who is professionally familiar with the issues arising from the budget management of schools. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist shall be appointed by the Chairman for the time being of the Specialist Schools and Academies Trust. The educational specialist’s fees shall be borne equally between the parties.
- 5.17 If the Expert determines that the cost of running the Academy during the Critical Year would cause the Company to become insolvent, and the Secretary of State will not have agreed to provide sufficient additional funding to cover the Shortfall, then the Company shall be entitled to terminate this Agreement, by notice to the Secretary of State expiring on 31 August prior to

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the Critical Year and such notice shall be copied to the Trustees and to the Founder Member. Any such notice will be given within 21 days after:

5.17.1 the Expert's determination will have been given to the parties; or

5.17.2 if later, the Secretary of State will have given written notice of his refusal to provide sufficient additional funding for the Academy to cover the Shortfall.

5.18 In the event of any termination of this Agreement under clause 5.11 and/or in circumstances where the Academy would not otherwise be closing, the Secretary of State agrees to seek and have due regard to any wishes of the Diocesan Bishop to continue to provide education at the Property through a "voluntary" maintained school under the provisions of the Schools Standards and Framework Act 1998 and the provisions of this clause shall continue to apply notwithstanding any termination or expiry of this Agreement.

**6 EFFECT OF TERMINATION**

6.1 In the event of termination of this Agreement however occurring, the school shall cease to be an Academy within the meaning of Sections 1 and 1A of the Academies Act 2010.

6.2 Subject to clause 6.3 and 6.4, if the Secretary of State terminates this Agreement pursuant to clause 5.1 of this Agreement the Secretary of State shall indemnify the Company. If the Secretary of State terminates this Agreement otherwise than pursuant to clause 5.1 of this Agreement, the Secretary of State may in his absolute discretion indemnify or (to such extent if any as he may in his absolute discretion consider appropriate) compensate the Company.

6.3 The amount of any such indemnity or compensation shall be determined by the Secretary of State having regard to any representations made to him by the Company, the Trustees and/or the Founder Member and shall be paid at such times and in such manner as the Secretary of State may reasonably think fit.

6.4 The categories of expenditure incurred by the Company in consequence of the termination of the Agreement in respect of which the Secretary of State

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shall (where the Secretary of State terminates this Agreement pursuant to clause 5.1) indemnify the Company and may (where the Secretary of State terminates this Agreement otherwise than pursuant to clause 5.1) in his absolute discretion indemnify or compensate the Company include (but not by way of limitation), staff compensation and redundancy payments, compensation payments in respect of broken contracts, expenses of disposing of assets or adapting them for other purposes, legal and other professional fees, and dissolution expenses.

6.5 Subject to clause 6.6 of this Agreement and clauses 78, 78A, 78B and 83A of the Master Agreement, on the termination of this Agreement however occurring, the Company shall in respect of any of its capital assets:

6.5.1 promptly transfer a proportion of the assets to a person nominated by the Secretary of State, if the Secretary of State considers that all or some of those assets need to be used for any educational purposes by that nominee. The proportion of the assets to be transferred shall be the same as the proportion of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or at a later date; or

6.5.2 if the Secretary of State confirms that a transfer under clause 6.5.1 is not required, promptly repay to the Secretary of State a sum equivalent to the percentage of the value of the assets at the date of termination, or, by agreement with the Secretary of State, at the date of subsequent disposal of those assets. Such percentage to be the same as the percentage of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or later.

6.6 The Secretary of State may waive in whole or in part the repayment due under clause 6.5.2 if:

6.6.1 The Company obtains his permission to invest the proceeds of sale for its charitable objects; or

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6.6.2 The Secretary of State directs all or part of the repayment to be paid to the LA and/or to the Trustees.

6.7 The sale or disposal by other means of publicly funded land held for the purposes of an Academy is now governed by Part 3 of Schedule 1 to the Academies Act 2010 and when making a direction under that Part the Secretary of State shall have regard to any representations from the Company and the Trustees and/or the LA from which the land was transferred.

**Restrictions on Land transfer**

6A Whenever the Company is or will be receiving publicly funded Land at nil consideration (which for the purposes of this transaction shall include leases granted at a peppercorn rent) the Company:

6A.1 shall, within 28 days from the transfer to it of the Land, apply to the Land Registry for a restriction in the proprietorship register (under section 43(1)(a) of the Land Registration Act 2002 in Form RX1 as prescribed by Rule 91 and Schedule 4 of the Land Registration Rules 2003) in the following terms:

*No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London SW1P 3BT*

6A.2 shall take any further steps required to ensure that the restriction referred to in clause 6A.1 is entered on the proprietorship register,

6A.3 shall provide the Secretary of State with confirmation of the entry of the restriction referred to in clause 6A.1 as soon as practicable after it receives notification from the Land Registry,

6A.4 in the event that it has not registered the restriction referred to in clause 6A.1, hereby consents to the entering of the restriction referred to in 6A.1 in the register by the Secretary of State (under s. 43(1)(b) of the Land Registration Act 2002),

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6A.5 shall not, without the consent of the Secretary of State, apply to dis-apply, modify or remove (by cancellation or otherwise) a restriction entered in accordance with clause 6A.1 or 6A.4 above, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Company.

6B While the Academy operates from the Property or any part of it pursuant to leases between the Company and the LA and/or the Trustees, in respect of such Property the terms of such leases shall prevail over clause 6A of this Agreement.

**7 ANNEX**

7.1 The Annex to this Agreement forms part of and is incorporated into this Agreement.

**8 THE MASTER AGREEMENT**

8.1 Except as expressly provided in this Agreement the Master Agreement shall continue in full force and effect.

8.2 Number not used

**8A NOTICES**

8A.1 The notice provisions in clauses 100 of the Master Agreement shall apply to any notice or communication concerning or to be issued in accordance with this Agreement, and in addition, in the case of a notice or communication to the Founder Member to the Financial Secretary at Cathedral House, St Chad's Queensway, Birmingham B4 6EU or such other address as may be notified to the Company, the Secretary of State, the Diocesan Bishop and the Trustees in writing from time to time by the Founder Member.

**8B THIRD PARTY RIGHTS**

8B.1 Any term of this Agreement which confers a right or benefit on a LA, the Trustees, the Founder Member and/or the Diocesan Bishop may be enforced by that party (or their successor) pursuant to the Contracts (Rights of Third Parties) Act 1999. Subject as aforesaid, this Agreement is not intended to confer any rights on any third party pursuant to the said Act.



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**9     GENERAL**

- 9.1     This Agreement shall not be assignable by the Company.
- 9.2     No delay, neglect or forbearance on the part of the Secretary of State in enforcing (in whole or in part) any provision of this Agreement or in exercising (in whole or in part) any right or remedy conferred on him by this Agreement shall be or be deemed to be a waiver of such provision or right or remedy or a waiver of any other provision or right or remedy or shall in any way prejudice any right or remedy of the Secretary of State under this Agreement or shall amount to an election not to enforce such provision or exercise such right or remedy (including, for the avoidance of doubt, any right to terminate this Agreement). No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 9.3     Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 9.4     This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 9.5     This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 9.6     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 agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement was executed as a Deed on

2015

Executed on behalf of the Company by:

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.....  
**Director**

.....  
**Director/Secretary**

The Corporate Seal of the Secretary of State for Education, hereunto affixed is authenticated by:

.....  
**Duly Authorised**

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**ANNEX TO THIS SUPPLEMENTAL AGREEMENT**

Requirements for the Admission for pupils at the Academy  
Annex 1