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THIS AGREEMENT made

5.11.12 / 2013

BETWEEN

(1) THE SECRETARY OF STA

RE ON; and

(2) INNOVATION ENTERPRIS

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IS SUPPLEMENTAL TO THE
between the same parties
Agreement").

STE DING AGREEMI IT made
date 11/02 2013 (the "Master

1 DEFINITIONS AND INTI

ETA

1.1 Except as expressly
expressions defined in the
meanings in this Agreement
Agreement.

led Agreement words and
er ent all have the same
were used to them in the Master

1.2 The following words
meanings:

expressed shall have the following

"the Academy" means th
at Birchfield Road, Widn

de l Academy to be established
3 71

"Chief Inspector" means
Children's Services and

ajes of Ins pector of Ed cation,
r his sor;

"Insured Risks" means f
tempest,, flood,, subsic
bursting or overflowing
and other aerial devices

htni osio earthquake,, storm,,
la heav impact,, terrorism,,
er ta pip damage by aircraft
Article covered th e from, riot and civil

Multi-academy Model
Mainstream

on, about disturbance, and malicious damage, and the Company insures against from time to time any exclusions or limitations as may be provided by the insurers or underwriters.

and" means the publicly funded land (including for the avoidance of doubt buildings, structures, landscaping and contents) at and known as Wade Dean High School, 10000 Highway 101, WA 98072 registered under title number H589.

1.3 For the purposes of this Agreement, "premises" shall include any land and buildings and any other premises owned or occupied by the Company in connection with the operation of the Academy in accordance with the Mainstream Model.

2. ACADEMY

2.1 The Company will establish, fund, maintain, and carry on the Academy in accordance with the Mainstream Model and the requirements of the Education Act 2002.

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

2.3 The requirements for the admission of pupils to the Academy are set out at clause 3.1.

2.3A Subject to clause 2.3B, the Academy will operate a designated provision reserved for pupils with special educational needs (SEN) and/or Resource Provision with up to 6 places for pupils with hearing impairment in the age range 11-16.

2.3B The Secretary of State may at any time determine that the SEN and/or Resource Provision should cease to operate.

2.3C In making any determination under clause 2.3B) the Secretary of State shall have regard to the following factors:

() have regard to the ... e ... ny a ... cal authorities in the ... in of ... N provision); and

() consider the impact ... the local authorities' ... within the area.

ACADEMY OPENING

2.4 The Academy shall ... a ... arch 2013 replacing ... maintained by the Local ... within the ...

2.5 The planned capacity ... the age range 11-16.

CAPITAL GRANT

3.1 Pursuant to clause 3 ... in Agreement, the Secretary ... Expenditure funding ... appropriate.

AGREEMENT

4.1 The Secretary of State ... AG to the Company ... Agreement.

COMPLAINTS

4A.1 A complaint is made ... or in part prior to ... 2.4 above, and all or ... investigated by the Local ... Government Act ... Part could have been ... replaced remained

() will abide by the provisions ... the Academy were a

- maintained school;
- b) agrees that the Secretary of State may exercise the power to investigate the matter after consultation with the governing body of the school;
- c) agrees to act in accordance with any recommendation from the Secretary of State if the investigation had been maintained school.
- 4A.2 If at the time of the complaint made to the governing body (as referred to in clause 4.1) the Company shall continue to follow the complaints procedures established by the governing body of the school.
- 4A.3 If a complaint is made wholly or in part during the term of the Company agrees to investigate the matter if the governing body had taken place after the operation of the complaints procedures.
- 4A.4) If the Secretary of State under section 496 and/or section 497 of the Education Act 1996 (the governing body of the school referred to in clause 2.4 above) and that order shall be made within the 12 months immediately following the date of the complaint:
- a) the Secretary of State may give directions to the Company as though the school were a maintained school and the governing body of that maintained school;
 - b) to act in accordance with any recommendation from the Secretary of State if the investigation had been maintained school.

5. TERMINATION

5.1 The Academy may give not less than seven Academy Financial Years' written notice to terminate this Agreement, such notice to expire on 31st August 2020 or any subsequent anniversary of that date.

Termination Warning Notice

5.2 The Secretary of State shall be entitled to issue to the Company a written notice of termination of this Agreement (a "Termination Warning Notice") where he considers that:

- (a) the Academy is no longer meeting the requirements referred to in clause 5.9 of this Agreement (subject to clause 5.10);
- (b) the conditions and requirements set out in clauses 34E of the Master Agreement are no longer being met;
- (c) the standards of performance of pupils at the Academy are acceptably low;
- (d) there has been a serious breakdown in the way that the Academy is managed or governed;
- (e) the safety of pupils or staff is threatened (whether by a breakdown of discipline or otherwise); or
- (f) the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement.

5.3 The Termination Warning Notice issued by the Secretary of State in accordance with clause 5.2 shall specify:

- (a) the reasons for the Secretary of State's issue of the Termination Warning Notice;
- (b) the remedial measures which the Secretary of State requires the Company to carry out, with associated deadlines in order to rectify the identified ("Specified Remedial Measures"); and

c) the date by which the Company must provide the Termination Warning Notice to the representatives of the Company regarding the Specified Remedial Measures.

5.4 The Secretary of State has received any request from the Company for the date specified in accordance with clause 5.3(c) and he considers that:

a) in the light of the Company's representations in response to the Termination Warning Notice, all of the Specified Remedial Measures are not required (or are being implemented) and/or within the specified timeframe;

b) subject to any further representations ("Further Remedial Measures") being made to the Secretary of State or any evidence he requires in connection with such measures has been or will be fully provided within the specified timeframes;

c) he is not satisfied that the Company will rectify the defaults identified in the Termination Warning Notice within the specified timeframes. (In such circumstances, the Secretary of State may terminate the Company of his own initiative on the date.)

5.5 The Secretary of State may terminate this Agreement with effect from the date of the termination of the Agreement:

a) the Company has not provided its representations in clause 5.3(c), confirming that it will provide the Specified Remedial Measures or

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

provided that having considered the representations made by the Academy Trust pursuant to clause 5.3(c), the Secretary of State remains satisfied that it is appropriate to terminate the Agreement.

Notice of Intention to Terminate

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

(a) special measures are required to be taken in relation to the Academy or

(b) the Academy requires significant improvement.

5.7 Any notice issued by the Secretary of State in accordance with clause 5.6 shall invite the Company to attend and with any representations within a specified time frame.

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 -

(a) he has not received any representations from the Company within the time frame specified in clause 5.7 or

(b) having considered the representations made by the Company pursuant to clause 5.7, the Secretary of State remains satisfied that it is appropriate to terminate this Agreement

he may by notice in writing terminate this Agreement with effect from a specified date.

Termination with Immediate Effect

Academy Model
Mainstream

detailed statement of steps which the Academy will take with a view to ensuring that the necessary resources are available to enable the Academy to carry out its functions in a cost-effective manner. The statement shall include details of the Academy's financial resources and of the manner in which such resources will be raised; and

the shortfall in the Critical Year between the projected income and all other resources expected to be available to the Academy;

11.2. Comparison to rules of the Academy and the Academy; and

a detailed budget of income and expenditure for the Academy during the Critical Year (the **Projected Budget**).

11.3.

5.1. The parties undertake to use the best endeavours to ensure that the cost of running the Academy during the Critical Year would not exceed the indicative budget. Both parties recognise that they will be required to enter a constructive dialogue at the time and from time to time for the pupils at the Academy and undertake to agree a practical solution to the problem.

5.1. If an 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 on the basis of the indicative budget would cause the Academy to become insolvent, the matter shall be referred to an independent expert. The expert's determination shall be final and binding on both parties. The expert shall be requested to specify the shortfall in the Critical Year (the **Shortfall**) and to identify any significant professional or academic institutions or bodies. If the parties are unable to agree the name of the expert, the Institute of Education shall be requested to recommend a suitable expert for the time being of the Institute of Education.

Model
Agreement

Each and every of the Terms and Conditions shall be binding and equal between the parties.

5. The Educational Academy shall be responsible for determining the amount of fees to be paid by the parties for the services provided. The Academy shall be responsible for the appointment of the educational specialist and the educational specialist shall be appointed by the Company for the term of the Agreement. The Academy shall be responsible for the specialist's fees, which shall be borne equally between the parties.

5. If the Company determines that the cost of running the Academy during the Critical Year shall exceed the amount of the Indicative Funding and the Company shall be entitled to terminate this Agreement, the Company shall be entitled to terminate this Agreement with 31 days prior to the Critical Year. Any termination shall be effective 21 days after (a) the Expert determination shall have been made or (b), if later, the Secretary of State shall have given notice of his refusal to provide sufficient additional funding for the Academy to cover the shortfall.

EFFECTIVE DATE

6. In the event of termination of this Agreement, however occurring, the Academy shall remain in force within the meaning of sections 1 and 2 of the Act of 2001.

6. Subject to clause 3 and 3.4, if the Secretary of State terminates this Agreement, the Academy shall indemnify the Company. If the Secretary of State terminates this Agreement, the Academy shall indemnify the Company to clause 5 of this Agreement, the Secretary of State shall have absolute discretion to indemnify or (to such extent as the Secretary of State shall in absolute discretion consider appropriate) compensate the Company.

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take any further steps referred to in clause 6A(1) of the Restriction Deed to provide the Secretary of State with confirmation of the restriction referred to in clause 6A(1) after it receives notification of the restriction referred to in clause 6A(1) if the restriction has not been registered by the Secretary of State (Registration Act 2002), clause 6A(2) of the Restriction Deed.

ensure that the restriction referred to in clause 6A(1) is registered in the Land Registry, with confirmation of the restriction referred to in clause 6A(1) as soon as possible after it receives notification of the restriction referred to in clause 6A(1) from the Land Registry.

not, without the consent of the Secretary of State, to modify or remove (by cancellation or otherwise) any restriction referred to in clause 6A(1) of the Restriction Deed, in accordance with clause 6A(1) of the Restriction Deed, or to grant any lease, licence, or other right in or over the Land, or to do any other thing, which would be in breach of any restriction referred to in clause 6A(1) of the Restriction Deed, or to do any other thing which would be in breach of any restriction referred to in clause 6A(1) of the Restriction Deed.

restriction referred to in clause 6A(1) of the Restriction Deed, or to do any other thing which would be in breach of any restriction referred to in clause 6A(1) of the Restriction Deed, or to do any other thing which would be in breach of any restriction referred to in clause 6A(1) of the Restriction Deed, or to do any other thing which would be in breach of any restriction referred to in clause 6A(1) of the Restriction Deed.

Repair and Maintenance

6B) The Company shall keep the Land in good repair and shall make good any damage to the Land and / or any fixtures or fittings on the Land which arise from the date of completion of the Restriction Deed.

and shall make good any damage to the Land and / or any fixtures or fittings on the Land which arise from the date of completion of the Restriction Deed.

Insurance

6C) The Company shall:-

the Land insured with an insurance policy against fire and theft and against damage by the Insured Employees of the Company, and represents that the reinstatement of the Land from any loss or damage to the Land caused by fire or theft or by damage by the Insured Employees of the Company shall be made in accordance with the terms of the insurance policy.

insurance office against fire and theft and against damage by the Insured Employees of the Company, and represents that the reinstatement of the Land from any loss or damage to the Land caused by fire or theft or by damage by the Insured Employees of the Company shall be made in accordance with the terms of the insurance policy.

- b) ... the premium ... as they become due
- and ... in force t ... he Land;
- c) ... the in ... construction of the Land
- and ... receipt ... licences permissions
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whateve ... e) On the e ... w Society's Standard

Condition ... e for Co ... at the date of such

exercise ... ly to the ... shall take place 28

days aft ... a exercise. ...

6E) further recognition by the company that they are or will be taking a transfer of publicly-funded land. The company shall include a copy of the deed (which for the purposes of this transaction shall include any mortgage or other interest) to protect the option granted under clause 6 of the Company:

and shall, within 14 days of the date of this transfer to it of the Land apply to the Land Registry in Form SR1 as prescribed by Rule 31 of the Land Registration Rules 2003 (SI 2003/2711) (no Deed to be entered in the register) (hereinafter referred to as "the Land Registration Act 2002") to protect the option granted under clause 6 and including a copy of this agreement as evidence of the option.

The company shall take any further steps required to ensure that the notice referred to in clause 6E(a) is entered in the proprietorship register,

and shall provide the Secretary of State with confirmation of the entry of the notice referred to in clause 6E(a) as soon as practicable after it receives notification from the Land Registry,

and if in the event that the notice referred to in clause 6E(a) has not been entered in the proprietorship register by the Secretary of State (by application in Form SR1 under section 34(3) of the Land Registration Act 2002),

the company shall not, without the written consent of the Secretary of State, apply to the Secretary of State (by application in Form SR1 or otherwise) to vary, modify or remove the notice referred to in clause 6E(a) or 6E(d) above, whether by itself or by any subsidiary company or a receiver, administrator or liquidator of the company or any person acting in the name of the Company.

and in the case of public sale of the land for the further protection of the option granted under clause 6 of the Company shall within 14 days of the signing of the agreement make application to register a

(v) land charge in the
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applications to secure... e re... ations

7 GENERAL

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

8 ENTIRE AGREEMENT

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

8.2 Notwithstanding

9 WARRANTY

9.1 This Agreement shall not be assignable to the Company.

9.2 In the event of neglect or forbearance in enforcing (in whole or in part) any or exercising (in whole or in part) any right or remedy under this Agreement, the Company shall be deemed to have waived any other right or remedy (including the right to enforce this Agreement) and shall amount to an election of that right or remedy (including the right to enforce this Agreement). The Company shall not be deemed to have waived any right or remedy (including the right to enforce this Agreement) or to have agreed to preclude or restrict the exercise of 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.

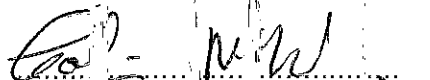
9.4 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

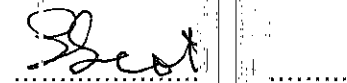
9.5 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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 (including non-contractual disputes or claims).

This agreement was executed as a Deed on 5 / 02 / 2013

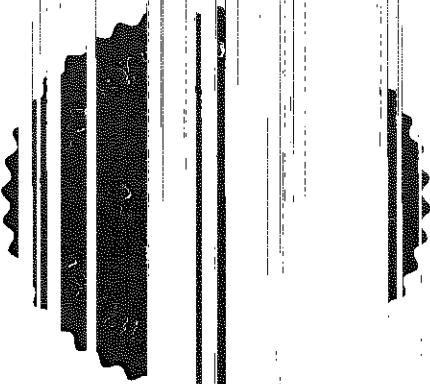
Executed on behalf of by:


Director Catherine McLept

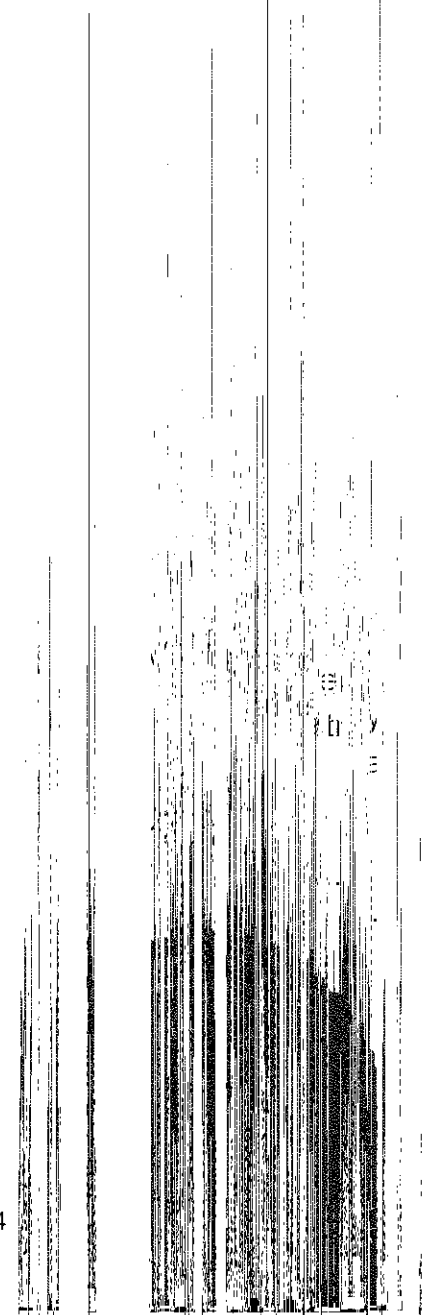

Director/Secretary
LINDA OTT

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

Vodel
rn



Duly Authorised



- Multi-Stream Academy
3. No written agreement between the Local Authority and the Academy will be entered into for the purposes of paragraph 1 of this Annex, the arrangements covered by the Protocol.
4. No written agreement will be entered into between the Secretary of State and the Academy for the purposes of paragraph 2 of this Annex, the arrangements covered by the Protocol.
- (a) The Academy will not be required to provide any information to the Secretary of State for the purposes of paragraph 2 of this Annex, the arrangements covered by the Protocol.
- (b) The Academy will not be required to provide any information to the Secretary of State for the purposes of paragraph 2 of this Annex, the arrangements covered by the Protocol.
- (c) The Academy will not be required to provide any information to the Secretary of State for the purposes of paragraph 2 of this Annex, the arrangements covered by the Protocol.
5. The Academy will not be required to provide any information to the Secretary of State for the purposes of paragraph 2 of this Annex, the arrangements covered by the Protocol.
- Relevant Area**
6. Subject to paragraph 7, the relevant area for the purposes of paragraph 2 of this Annex, the arrangements covered by the Protocol, shall be the area determined by the Secretary of State for the purposes of paragraph 2 of this Annex, the arrangements covered by the Protocol.
7. If the Secretary of State is satisfied that it is not appropriate to determine the relevant area for the purposes of paragraph 2 of this Annex, the arrangements covered by the Protocol, the Secretary of State may determine the relevant area for the purposes of paragraph 2 of this Annex, the arrangements covered by the Protocol.
- Requirements**
8. Pupils will not be required to provide any information to the Secretary of State for the purposes of paragraph 2 of this Annex, the arrangements covered by the Protocol.

9. The Company will:

- a. subject to its right of appeal to the Secretary of State in relation to all pupils with a statement of special educational needs, to give high priority to looked after children and previously looked after children in accordance with the relevant provisions of the School Admissions Code.
- b. determine admission criteria for the Academy in accordance with the relevant provisions of the School Admissions Code.

Oversubscription criteria and objection procedure

10. The Academy's admission arrangements will include oversubscription criteria for each relevant age group. The Company will consult the Academy and determine them in line with the requirements of the School Admissions Code.

11. The Company of the School Admissions Code will consider objections to the Academy's admission arrangements, that the OSA will consider objections to the Academy's admission arrangements, that the OSA.

12. A determination of a complaint by the OSA will be binding upon the Academy and the Company will make the appropriate changes as quickly as possible.