

THIS MEMORANDUM OF UNDERSTANDING is made the 1st day
of September 2011

BETWEEN **ABBEY COLLEGE, RAMSEY** whose registered office is at Abbey Road, Ramsey, Huntingdon, Cambridgeshire, PE26 1DG (“the Academy Trust”) (1) and **ESMOND JAMES EDWARDS** of 27a Bury Road, Ramsey, Huntingdon, Cambridgeshire, PE26 1NE. **MADELEINE ANN JACKSON** of 22 Fairfields Drive, Ramsey, Huntingdon, Cambridgeshire, PE26 1BT. **HOWARD JAMES NEIL SMITH** of Woodcroft, Rushmere Close, Upwood, Huntingdon, Cambridgeshire, PE26 2QG. **ANNETTE IVY STEWART** of Arbourfield, 7 Owls End, Bury, Huntingdon, Cambridgeshire, PE26 2NF, **ALAN JOHN DODS** of 9 Horsegate, Whittlesey, Peterborough, Cambridgeshire, PE7 1JD, **JACK HULME** of 36 The Malting, Ramsey, Huntingdon, Cambridgeshire, PE26 1LZ and **ANDREW FREDERICK BERTRAM STAFFORD** of 14 Hemmerley Drive, Whittlesey, Peterborough, PE7 1NE being the Trustees of the Charity known as the Ramsey Foundation (registered number: 270604) in the County of Cambridgeshire (“the Trustees”) (2)

WHEREAS :

- (1) This Memorandum is being signed in acknowledgement of the completion of a Funding Agreement (the “Funding Agreement”) made under Section 1 of the Academies Act 2010 between the Secretary of State and the Academy Trust
- (2) This Memorandum recognises the desire of the parties to foster the development and provision of high quality education in particular at the Academy and in the area which it serves and the parties acknowledge the commitment being made by each to its aim

(3) The parties intend to maintain a good working relationship between each and all of them at all levels of management and administration on the course of the good conduct and provision of education at the Academy

(4) All parties intend to provide such financial and other support as they are able to provide to the Academy Trust

NOW THIS MEMORANDUM WITNESSESS in consideration of the respective contributions made by the parties hereto and under a Tripartite Agreement made between the Secretary of State (1) the Trustees (2) and the Academy Trust (3) made the 1st day of September 2011 as follows:-

1. It is understood that the Secretary of State shall be asked as and when it shall be deemed necessary

(A) to consider the use of his intervention powers as set out in Articles 60, 61, 62, 62A and 64 of the Articles of Association if requested to do so in writing by the Trustees in consequence of (i) unacceptable standards as measured by the relevant statutory authority using criteria equivalent to those set out in Articles 62A of the Articles of Association or (ii) a serious breakdown in the way the Academy is managed or governed such that the Trust objectives or as reflected in the Articles of Association are no longer being complied with; and

(B) to maintain an open and frank dialogue with the Trustees so that any matters that in the reasonable opinion other parties may have a significant effect on the running of the Academy be discussed in an appropriate manner and recognising each party's viewpoint.

2. Whilst recognising the desire of the parties to work together in good faith with mutual respect it is agreed that nothing in this Memorandum shall:-

- (a) interfere with the right of each party to arrange its affairs in whatever manner it considers fit in order to perform its obligations under this Memorandum in the manner in which it considers to be the most effective and efficient;
- (b) oblige any party to incur any additional cost or expense or suffer any undue loss in the proper performance of this obligation under this Memorandum; and
- (c) fetter the discretion of either party to meet or fulfil its legal obligations including any statutory obligations.

3. The Trustees will make provision of the land referred to in the Schedule to the said Tripartite Agreement dated the 1st day of September 2011 in accordance with the charitable objectives of the Ramsey Foundation as set out in a Scheme of the Charity Commission for England and Wales dated the 30th May 2008 for the life and existence of the Academy Trust on the following conditions:

- (i) that part (to be determined at their discretion) of monies received by the Academy Trust for the provision of education by way of capital or revenue grant shall be utilised in the performance of the obligations of the Trustees for the maintenance insurance and preservation of the land owned by the Trustees in their own right including and
- (ii) assisting the Trustees in performing and observing covenants and conditions contained in the lease dated 4th November 1936 and made between the Honourable Diana Rosamund Broughton (1) and the Governors of Ramsey Grammar School being the predecessors of the Trustees (2) and subject to 3(i) indemnify the Trustees in respect of non-performance or observance of the same so far as the conditions and

covenants are not inconsistent with the terms of this Memorandum the said Tripartite Agreement dated the 1st day of September 2011

4. The Trustees have resolved pursuant to Section 82 of the Charity's Act 1993 that Alan John Dods and Madeleine Ann Jackson shall sign this Memorandum on behalf of the Trustees

This Memorandum was signed on the day and year first before written

SIGNED on behalf of **ABBEY COLLEGE, RAMSEY**
(the Academy Trust) by

[Signature]
.....

Director

in the presence of

Witness Address *[Signature]*
..... SOLICITOR

..... SERJEANT & SON
..... 101 HIGH STREET, RAMSEY
Occupation CAMBS, PE26 1DA..

[Signature]
.....

Director/Secretary

in the presence of

Witness Address *[Signature]*
..... SOLICITOR

..... SERJEANT & SON
..... 101 HIGH STREET, RAMSEY
Occupation CAMBS; PE26 1DA

SIGNED on behalf of the TRUSTEES OF THE
RAMSEY FOUNDATION by
ALAN JOHN DODS and MADELEINE ANN
JACKSON

M. A. Jackson
.....
Alan John Dods
.....

In the presence of

Witness Address

John A R Chrisp
.....

JOHN A R CHRISP
SOLICITOR

.....
Occupation

SERJEANT & SON
101 HIGH STREET, RAMSEY
CAMBS; PE26 1DA