

## DEED OF VARIATION

The parties to this Deed are:

(1) The Secretary of State for Education ("the Secretary of State"),

- and -

(2) The Europa School UK a charitable company incorporated in England and Wales with registered number 7649335 ("the Academy").

together referred to as the "Parties"

### INTRODUCTION

- A. The Parties entered into a funding agreement dated 28 June 2012 ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Europa School UK.
- B. The Parties now wish to vary and amend the terms of the Funding Agreement and wish to record their agreement as to such variations/amendments to the Funding Agreement by this Deed.

### LEGAL AGREEMENT

- 1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Funding Agreement, bear the meaning given to it in the Funding Agreement.
- 2. The Secretary of State and the Academy agree that with effect from the date of this Deed the Funding Agreement shall be amended in accordance with Schedule 1 to this Deed.
- 3. As varied by this Deed, the Funding Agreement shall remain in full force and effect.

## Schedule 1

### Amendments to the Funding Agreement

1. Clause 17 of the Funding Agreement shall be replaced with:
  - 17.** The planned capacity of the Academy is 1176 places in the age range 4-19, including a sixth form of 168 places. The Academy will be an all ability inclusive school whose requirements for:
    - a) the admission of pupils to the Academy are set out in Annex B to this Agreement;
    - b) the admission to the Academy of and support for pupils with SEN and with disabilities (for pupils who have and who do not have statements of SEN) are set out in Annex C to this Agreement;
    - c) pupil exclusions are set out in Annex D to this Agreement.

## AGREEMENT TO OFFER THE EUROPEAN BACCALAUREATE

### INTRODUCTION

1. The Secretary of State has agreed to ESUK offering the European Baccalaureate qualification to its students from September 2017, subject to the following conditions:
  - a. **Offering the EB is initially limited to two years** and subject to review thereafter depending on what possibilities, if any, might exist for Europa continuing as an Accredited European School (AES) after the UK is no longer in the European Union (EU) or represented within the European Schools (ES) system
  - b. **Academic Performance Target** - that Europa achieves results in the top half of all schools in the ES system
  - c. **Pupil Retention Target** – that Europa at least matches the national average for all schools by having 90% of pupils stay on in education at 16.
  - d. **Arrangements for pupils who choose to leave** - that all pupils who notify the school before the Christmas holidays that they intend to leave at the end of the Y 11 academic year will be able to sit GCSEs in English and maths. These pupils should be recorded as Europa's pupils for accountability purposes.

### MONITORING

2. The school's headline performance measures will be monitored by the Regional Schools Commissioner (RSC). Europa will be subject to Ofsted inspection in the same way as other academies.
3. The RSC will monitor progress made towards meeting the requirements associated with this letter of approval. In the event that the Trust fails to meet the conditions of this letter, to the satisfaction of the Secretary of State, the Trust will be considered to be in breach of the Funding Agreement. Depending upon the severity of the breach, this may be considered a material breach of the terms of the Funding Agreement and lead to termination.