

## EUROPA SCHOOL UK

### DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 22 day of NOVEMBER 2019

#### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Europa School UK, (the "**Company**") [a charitable company incorporated in England and Wales with registered number 07649335, together, the "**Parties**".

#### INTRODUCTION

- A. The Parties entered into a funding agreement dated 28 June 2012, as varied by a Deed of Variation dated 19 January 2017 (together the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy known as Europa School UK 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:
  - 2.1.1 Clauses 43 to 43D shall be deleted and replaced with the following:
    - 43) The Secretary of State will calculate GAG based on the pupil count at the Academy. The GAG for Academy Financial Year 2018/19 has been calculated and notified to the Academy Trust, and will be paid to the Academy Trust on that basis.
    - 43A) Subject to clause 43D, GAG will be calculated for Academy Financial Years 2019/20, 2020/21 and 2021/22 in accordance with clauses 43B and 43C.
    - 43B) GAG will initially be calculated based on the pupil count determined as follows:

- i) for pupils in Year 11 and below, the Schools Census for the previous Academy Financial Year; and
  - ii) for pupils in Year 12 and above, the formula which was in use for maintained schools in the previous Academy Financial Year.
- 43C) At the point when the Schools Census for the then current Academy Financial Year is completed, an adjustment to the GAG payable in that Academy Financial Year will be made so that the total GAG payable in that Academy Financial Year is based on the pupil count determined as follows:
  - i) for pupils in Year 11 and below, the Schools Census determined in that then current Academy Financial Year; and
  - ii) for pupils in Year 12 and above, the formula which is in use at the time for maintained schools.
- 43D) For Academy Financial Year 2022/23 and future Academy Financial Years, the basis of the pupil count for determining GAG will be:
  - i) for pupils in Year 11 and below, the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question; and
  - ii) for pupils in Year 12 and above, the formula which is in use at the time for maintained schools.

2.1.2 A new clause 44A shall be inserted as follows:

- 44A) The Secretary of State may, at his discretion, adjust the basis of the pupil count to take account of any diseconomies of scale which may affect the Academy if it is operating below the planned capacity in clause 17. If such an adjustment is made in any Academy Financial Year, this will not change the basis of the pupil count for calculating the following Academy Financial Year's GAG. If the Secretary of State has indicated that additional grant may be payable in such circumstances, the Academy Trust will bid for this additional grant based on need and providing appropriate supporting evidence. The Secretary of State may accept or refuse the bid at his discretion.

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 Europa School UK, acting by:

**Director**

In the presence of:

W	Sign	Lynn C Wood
I	Name	LYNN C WOOD
T	Address	
N	Occupator	
E		
S		
S		