



Schola Europaea / Office of the Secretary-General

## Accreditation and Cooperation Agreement

- BETWEEN:** the European Schools, represented by the Board of Governors of the European Schools in the person of its Secretary-General;  
appearing first, hereinafter called the 'European Schools';
- AND:** the European School of Copenhagen, represented by Mr Tobias BØRNER STAX, Director of the Child and Youth Administration, City of Copenhagen  
appearing second, hereinafter called the 'Accredited European School';

### PREAMBLE

According to the Regulations on Accredited European Schools, approved by the Board of Governors at its meeting on 3-5 December 2019, Accredited European Schools are schools which, without forming part of the network of European Schools organized by the intergovernmental organization 'The European Schools', offer a European education that meets the pedagogical requirements laid down for the European Schools but within the framework of the national school networks of the Member States and hence outside the legal, administrative and financial framework to which the European Schools are compulsorily subject.

The Accredited European School is a public institution forming part of the education system of Denmark.

### ACCORDINGLY, HAVING REGARD TO

- The general interest file presented by the national authorities with responsibility for the Accredited European School;
- The positive opinion of the Board of Governors of 18-20 April 2012;
- The dossier of conformity presented by the Accredited European School;
- The audit report of the Boards of Inspectors;
- The decision of the Board of Governors of 17- 19 April 2018;

**THE FOLLOWING HAS BEEN AGREED:**

**Article 1**

Subject to the conditions determined by this Agreement, the European Schools hereby recognise that the education provided by the Accredited European School conforms to the criteria for European schooling as laid down in Chapter 1 of the Regulations on Accredited European Schools approved by the Board of Governors at its meeting of 3-5 December 2019 referred to in the Preamble hereto. The award, renewal and withdrawal of this accreditation shall be conditional upon adherence to these criteria, subject to the conditions set out in the dossier of conformity, referred to in the preamble, lodged by the Accredited European School on 31<sup>st</sup> January 2012.

It is, however, expressly agreed that these criteria may be revised, in so far as they result from regulations which may be changed unilaterally by the Board of Governors. Should that be the case, the Accredited European Schools will be required to conform without delay to the changes which might be made to these criteria.

Accreditation shall be awarded for European schooling provided in the nursery and primary cycles and in the secondary cycle up to year 5.

**Article 2**

The parties shall recognise, for the duration of the Agreement, the equivalence between the pedagogical standard, year by year, of the education provided by the Accredited European School and that provided by the European Schools for the nursery and primary cycles and the first five years of the secondary cycle.

Successful completion of a school year in the Accredited European School shall thus be regarded as equivalent to successful completion of the corresponding year in a European School, and vice versa.

It shall, however, be expressly agreed that the enrolment at and admissibility to a European School of a pupil coming from the Accredited European School shall remain subject to the directives on pupils' enrolment and admission issued by the Board of Governors and to the enrolment policies drawn up for the European Schools or for some of them.

**Article 3**

Without prejudice to the right to terminate this Agreement unilaterally conferred on the European Schools by and in accordance with the rules laid down in Article 6, the accreditation resulting from the Agreement shall be granted for a period of one school year, taking effect on 1 September 2020 and ending automatically, without notice or compensation, on 31 August 2021.

Subject to an application made at least eighteen months before the period elapses, the European Schools may renew the Agreement for successive periods of three years.

The renewal application may be granted only on the basis of an audit report produced by the Inspectors of the European Schools duly appointed and mandated by the Office of the Secretary-General to check the Accredited European School's compliance with the conditions laid down by the dossier of conformity during the period elapsing and its ability to meet them during the subsequent three years.

The draft audit report shall be sent to the Directorate of the Accredited European School, which may make its observations and produce any additional document which it deems relevant. The report, as it may have been amended following scrutiny of these observations and of these documents, shall be submitted to the Board of Governors, with a certified copy of the latter.

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The Board of Governors shall take a decision on the renewal application by the 30 June preceding the date on which the Accreditation Agreement expires.

#### **Article 4**

The teachers of the Accredited European School may receive any in-service training provided by the European Schools subject to the conditions laid down in Article 5.

Teaching material specific to the European Schools, *inter alia*, the documents Intermath and Eurobio and the Human Sciences European File, shall be supplied to the Accredited European School at cost price, to which will be added, where applicable, any tax generally levied, for whatever reason, by the public authorities. The Accredited European School shall take responsibility for transporting this material at its own cost and own risk.

#### **Article 5**

All the costs entailed by accreditation and its effects, without reservation or exception, will be covered by a contribution to the budget of the Office of the Secretary-General, according to the Board of Governors decision on Accredited European School cost neutrality. In accordance with the aforementioned decision on cost neutrality, this contribution will be requested from the Delegations which host Accredited European Schools in their territory. The decision on whether the Delegation or the Accredited School pays the contribution remains within the competence of each Delegation. However, in any case, the Delegations which host Accredited European Schools in their territory will remain liable to the Office of the Secretary General of the European Schools for the contribution. No financial burden in the form of additional expenditure will weigh on the budget of the European Schools.

By way of derogation from Article 3, this provision shall enter into force on 1 January 2020.

#### **Article 6**

In the event of a serious breach, and without prejudice to any damages, the Board of Governors may, on a proposal from the Secretary-General, withdraw accreditation on the basis of a reasoned decision. In exceptional cases left to the discretion of the Secretary-General, the withdrawal may be preceded by a formal notice to cease and desist.

The following shall be regarded as serious breaches:

- a. non-payment of the sums due under Article 5;
- b. the existence of serious risks to pupils' safety and security or health on the Accredited European School's premises or on account of its staff;
- c. clear infringement of one or more of the conditions laid down in the Dossier of Conformity;
- d. non-compliance with the provisions of this Accreditation Agreement or with the Regulations on Accredited European Schools.

When he/she finds that there has been a serious breach, the Secretary-General shall send to the Accredited European School formal notice to desist from any further such breach; he/she shall notify the Board of Governors without delay of the sending of such formal notice.

The formal notice shall contain an invitation from the Secretary-General to desist from the serious breach found, within one month of the notification of it.

However, depending on the nature and seriousness of the breach found and on the time required for the Accredited European School to desist from any further such breach, the Secretary-General of the European Schools may extend this one-month period by up to six months.

If the Accredited European School fails to comply with the demands made in the formal notice, the Secretary-General shall propose to the Board of Governors that the accreditation is withdrawn.

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The Board of Governors shall take a decision on the request unanimously with the abstention of the Member State in which the Accredited European School is located in order to avoid any conflict of interest, whether actual, apparent or potential.

The Secretary-General shall notify the Accredited European School of the Board of Governors' decision without delay.

In the event where a formal notice is sent, the Accredited European School shall be required to submit an action plan to the Board of Governors whose implementation shall take place during the period of time stated in the formal notice. At the end of this period, based on a self-evaluation report and, where relevant, after commissioning an audit team on site, the Board of Governors shall decide to either withdraw the formal notice or withdraw the accreditation.

Withdrawal of accreditation shall automatically involve a maximum period of notice of three months. In any event, this period of notice shall expire not later than the day before the first day of the school year following the one in which notification of the period of notice was given.

**Article 7**

The law applicable to this Agreement shall be Belgian law.

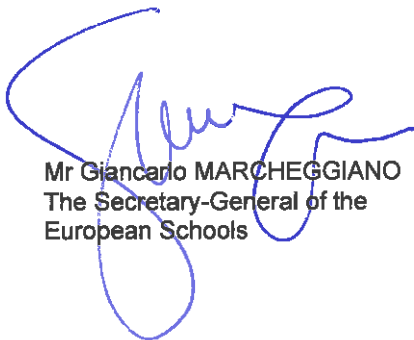
The Courts and Tribunals of the seat of the European Schools, namely the Courts and Tribunals of the District of Brussels, shall have sole jurisdiction in disputes concerning the implementation of this Agreement.

**Article 8**


The nullity of a clause in this Agreement shall only result in the nullity of the Agreement in its entirety if, and in so far as, its purpose is thereby revoked.

Signed in Brussels, on 10 March 2020

In as many original copies as there are parties, each acknowledging that it has obtained its copy.



Mr Giancarlo MARCHEGGIANO  
The Secretary-General of the  
European Schools



Mr Tobias BØRNER STAX  
Director of the Child and Youth  
Administration, City of Copenhagen