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EUROPEAN COMMISSION

Brussels, 8.12.2010
C(2010) 7993 final

COMMISSION DECISION

of 8.12.2010

amending Commission Decision C(2009) 7719 of 14 October 2009 on the putting into effect of the EU contribution paid on a pro-rata basis to schools accredited by the Board of Governors of the European Schools according to the number of children of EU staff enrolled

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THE EUROPEAN COMMISSION,

Having regard to Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities, and in particular Article 49(6)(e) thereof,

Whereas:

- (1) It is necessary to amend certain provisions of Commission Decision C(2009) 7719 and to provide further clarification, notably in cases where a Type 1 European School changes its status to that of a Type 2 accredited school for which the amount of the EU contribution can be estimated in a manner that is specific to the circumstances for a given transitional period provided that this amount remains less than the amount of the EU contribution before the change-over,

HAS DECIDED AS FOLLOWS:

Sole Article

Commission Decision C(2009) 7719 is amended as follows:

- (1) Article 3 is replaced by the following:

"Article 3

The EU contribution shall be in proportion to the number of children of EU staff enrolled in the accredited Type 2 European School and shall be calculated in accordance with a scale of charges set out in Annex 1 in which the data shall be updated each year.

For the purposes of this Decision, children of the following shall be considered to be children of EU staff:

1. Members and officials of the EU institutions,

2. Officials covered by the Staff Regulations of the European Communities¹,
3. Members of staff covered by the Conditions of Employment of other Servants of the European Communities,
4. Staff of any decentralised European body created by an act of an institution.

However, where a Type 1 European School changes its status to that of a Type 2 European School, the Commission shall determine the amount of the European Union contribution for the duration of the transition period, taking into account the costs associated with the transition and with the need to ensure continuity of education; the amount so determined may in no circumstances exceed the amount of the EU contribution made to the Type 1 European School before the change-over.”

- (2) Article 4 is replaced by the following:

“Article 4

A standard model agreement to be concluded with each Type 2 European School is attached at Annex 2. The Director-General of DG HR shall be empowered to sign the agreement with an accredited Type 2 School on behalf of the Commission. He may make non-substantive changes to the agreement.

The Director-General of DG HR shall be empowered to conclude a specific agreement in the case referred to in the second paragraph of Article 3.”

- (3) The following Article 4a is inserted:

“Article 4a

Schools that receive a contribution from the EU for the children of EU staff may not require the parents concerned to pay enrolment fees or tuition fees in respect of such children.”

- (4) The following Article 4b shall be inserted:

“Article 4b

Payment of the EU contribution remains conditional on the entry by the budgetary authority of the European Union of sufficient funds in the budget of the Union institutions.”

- (5) Annex 1 is replaced by Annex 1 to this Decision.

¹ Including all members of staff who are entitled to the education allowance referred to in Article 3 of Annex VII to the Staff Regulations and persons in receipt of an orphan’s pension.

(6) Annex 2 is replaced by Annex 2 to this Decision.

Done at Brussels, 8.12.2010

For the Commission
Maroš ŠEFČOVIČ
Vice-President of the Commission

CERTIFIED COPY
For the Secretary - General

Jordi AYET PUIGARNAU
Director of the Registry

ANNEX 1 – Scale of charges and parameters used to update it

The method for calculating the scale of charges, which is the same as that decided upon by the Board of Governors of the European Schools (BoG) but updated to 2008, is set out below. Each year the Commission will update the scale of charges *mutatis mutandis*.

1. Parameter 1: the average cost of educating a child in the European Schools system (ESS)

1.1. Average cost of education

The average cost of a pupil in the ESS, which includes all the Type 1 European Schools, is published in the annual report presented by the General Secretariat of the European Schools to the BoG at its meeting held in the January following the school year in question. This parameter is updated each year and can be used as it stands. For 2008 it was €11 771 for all sections (kindergarten, primary and secondary)².

According to the same report, 85% of the total cost is represented by teaching costs, and 15% by administrative costs. Taking 85% of the total cost, therefore, the average cost of teaching a pupil in the ESS is €11 771 x 85% = €10 005.

1.2. Average cost of education in kindergarten and primary

In order to obtain data that can be compared with data for the national system, a distinction must be made between the cost of a pupil in kindergarten and primary education on the one hand and in secondary education on the other.

To this end, the cost used is that for the education of a pupil at the Luxembourg II European School, which is the only school which currently has pupils in kindergarten and primary only.

The cost of educating a pupil in kindergarten and primary in that school is €6 650 (85% of €7 823, a figure also to be found in the above report). That amount is considered to correspond to the average cost of educating a pupil in kindergarten and primary in the ESS.

1.3. Average cost of education in secondary

Where the overall average cost (€10 005), the average cost of education in kindergarten and primary (€6 650), and the total number of pupils in kindergarten and primary (10 050) and secondary (11 599) in the ESS are known, the average cost of secondary education S can be obtained using the equation:

$$10\,050 \times €6\,650 + 11\,599 \times S = (10\,050 + 11\,599) \times €10\,005$$

which gives $S = €12\,912$.

2. Parameter 2: the average cost of a pupil in the national system

The average national costs of education are provided each year by EUROSTAT. They correspond to annual expenditure per pupil for public and private educational establishments

² Annual report of the European Schools 2008, doc. 3411-D-2008-en-2 of the Office of the Secretary-General of the European Schools.

and are supplied by level of education³. These data are available for all 27 Member States and are updated each year.

However, there is a two-year time-lag before full consolidated data can be obtained for all 27 Member States. The available data from 2005 are therefore corrected by the average annual rate of change in harmonised indices of consumer prices (HICP) provided by EUROSTAT for 2006, 2007 and 2008⁴.

Adjusted average national costs in 2005 and 2008

	2005					2008	
	Kindergarten + primary	Secondary	2006	2007	2008	Kindergarten + primary	Secondary
BE	5.975	6.948	2.3	1.8	4.5	6.502	7.561
BG	604	563	7.4	7.6	12	782	729
CZ	1.359	2.276	2.1	3	6.3	1.519	2.544
DK	9.730	10.752	1.9	1.7	3.6	10.446	11.544
DE	4.481	6.928	1.8	2.3	2.8	4.797	7.417
EE	1.609	1.931	4.4	6.7	10.6	1.982	2.379
IE	5.863	7.380	2.7	2.9	3.1	6.388	8.041
GR	3.182	4.088	3.3	3	4.2	3.528	4.532
ES	4.224	5.535	3.6	2.8	4.1	4.683	6.137
FR	4.949	8.426	1.9	1.6	3.2	5.288	9.003
IT	5.758	6.696	2.2	2	3.5	6.212	7.224
CY	4.487	7.133	2.2	2.2	4.4	4.893	7.778
LV	1.245	1.271	6.6	10.1	15.3	1.685	1.720
LT	904	1.134	3.8	5.8	11.1	1.103	1.384
LU	10.771	17.610	3	2.7	4.1	11.861	19.392
HU	2.243	1.971	4	7.9	6	2.668	2.344
MT	1.079	1.632	2.6	0.7	4.7	1.167	1.765
NL	5.629	6.950	1.7	1.6	2.2	5.944	7.339
AT	7.101	8.567	1.7	2.2	3.2	7.617	9.189
PL	1.536	1.361	1.3	2.6	4.2	1.663	1.474
PT	3.180	4.289	3	2.4	2.7	3.445	4.646
RO	526	589	6.6	4.9	7.9	635	711
SI	4821	3.362	2.5	3.8	5.5	5.411	3.774
SK	1250	1.210	4.3	1.9	3.9	1.380	1.336
FI	5465	7.202	1.3	1.6	3.9	5.844	7.701
SE	7501	8.096	1.5	1.7	3.3	7.998	8.633
UK	6154	7.679	2.3	2.3	3.6	6.672	8.326

3. Parameter 3: number of language sections

Finally, the weighting between the national cost (N) and the cost in the ESS (E), which gives the level of the EU contribution (C), varies depending on the number of language sections opened in the Type 2 European School.

³ http://epp.eurostat.ec.europa.eu/portal/page/portal/education/data/main_tables

⁴ <http://epp.eurostat.ec.europa.eu/portal/page/portal/eurostat/home>

Where there are 1 or 2 language sections the weighting is:

$$C = 30\% \times N + 70\% \times E$$

Where there are 3 language sections the weighting is:

$$C = 20\% \times N + 80\% \times E$$

Where there are 4 language sections or more the weighting is:

$$C = 10\% \times N + 90\% \times E$$

In some cases, the national cost in a Member State is higher than the average cost in the ESS and the EU contribution per child is in that case higher than the average cost in the ESS. This differential is greatest in schools with one or two language sections, where the national cost counts for 30%, and it is natural that this differential should be maintained when there are more than two sections (the amounts in question are printed in bold in the table at the end of this annex).

4. Reference year

To calculate the costs and amounts for the school year $n/n+1$, the data used are the adjusted data for $n-1$. Thus, for the 2009/2010 school year, the data used are the average cost of education in the ESS for 2008 and the average national cost adjusted using the HICP up to 2008.

EU contribution per EU student for the 2009/2010 school year

Member State	Kindergarten + primary					Secondary				
	Annual national cost	Average cost in ESS	EU contribution			Annual national cost	Average cost in ESS	EU contribution		
			1 or 2 sections	3 sections	4 sections or more			1 or 2 sections	3 sections	4 sections or more
BE	6.502	6.650	6.606	6.620	6.635	7.561	12.912	11.307	11.842	12.377
BG	782	6.650	4.890	5.476	6.063	729	12.912	9.257	10.475	11.694
CZ	1.519	6.650	5.111	5.624	6.137	2.544	12.912	9.802	10.838	11.875
DK	10.446	6.650	7.789	7.789	7.789	11.544	12.912	12.502	12.638	12.775
DE	4.797	6.650	6.094	6.279	6.465	7.417	12.912	11.263	11.813	12.362
EE	1.982	6.650	5.250	5.716	6.183	2.379	12.912	9.752	10.805	11.859
IE	6.388	6.650	6.571	6.598	6.624	8.041	12.912	11.451	11.938	12.425
GR	3.528	6.650	5.713	6.026	6.338	4.532	12.912	10.398	11.236	12.074
ES	4.883	6.650	6.060	6.257	6.453	6.137	12.912	10.879	11.557	12.234
FR	5.288	6.650	6.241	6.378	6.514	9.003	12.912	11.739	12.130	12.521
IT	6.212	6.650	6.519	6.562	6.606	7.224	12.912	11.206	11.774	12.343
CY	4.893	6.650	6.123	6.299	6.474	7.778	12.912	11.372	11.885	12.399
LV	1.685	6.650	5.160	5.657	6.153	1.720	12.912	9.554	10.674	11.793
LT	1.103	6.650	4.986	5.541	6.095	1.384	12.912	9.453	10.606	11.759
LU	11.861	6.650	8.213	8.213	8.213	19.392	12.912	14.856	14.856	14.856
HU	2.668	6.650	5.455	5.854	6.252	2.344	12.912	9.742	10.798	11.855
MT	1.167	6.650	5.005	5.553	6.102	1.765	12.912	9.568	10.683	11.797
NL	5.944	6.650	6.438	6.509	6.579	7.339	12.912	11.240	11.797	12.355
AT	7.617	6.650	6.940	6.940	6.940	9.189	12.912	11.795	12.167	12.540
PL	1.663	6.650	5.154	5.653	6.151	1.474	12.912	9.481	10.624	11.768
PT	3.445	6.650	5.688	6.009	6.329	4.646	12.912	10.432	11.259	12.085
RO	635	6.650	4.845	5.447	6.048	711	12.912	9.252	10.472	11.692
SL	5.411	6.650	6.278	6.402	6.526	3.774	12.912	10.171	11.084	11.998
SK	1.380	6.650	5.069	5.596	6.123	1.336	12.912	9.439	10.597	11.754
FI	5.844	6.650	6.408	6.489	6.569	7.701	12.912	11.349	11.870	12.391
SE	7.998	6.650	7.055	7.055	7.055	8.653	12.912	11.628	12.056	12.484
UK	6.672	6.650	6.657	6.657	6.657	8.326	12.912	11.536	11.995	12.453

ANNEX 2 – EU contribution

Disclaimer: The footnotes are instructions to the departments when the contract is signed; they do not form part of the agreement signed with the schools.

This agreement is concluded between:

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of signature of this agreement by [full name, function, DG/service], of the one part,

and:

[official name of the (...) School in full or national body responsible]

[official address in full]

(hereinafter referred to as "the beneficiary"), *represented for the purposes of signature of this agreement by [full name and function]*, of the other part.

The following annex shall form an integral part of the agreement:

Annex I: Commission Decision of ... on the putting into effect of the EU contribution paid on a pro-rata basis to schools accredited by the Board of Governors of the European Schools according to the number of children of EU staff enrolled

PREAMBLE

Whereas the European Schools system (ESS) operates on the basis of an intergovernmental convention of which the European Union is a signatory,

Whereas the Union is represented by the Commission on the Board of Governors of the European Schools (BoG),

Whereas on 23 April 2009 the BoG, the governing body of the ESS, concluded an overall agreement on the reform of the European Schools system,

Whereas the opening up of the system was adopted in principle as part of this reform and defines Type 2 European Schools as schools belonging to the national education system of a Member State of the Union which have been accredited by decision of the BoG,

Whereas it has been agreed that an EU contribution shall be paid for each child of an EU staff member attending a Type 2 European School in accordance with the methods and amounts laid down by the Board of Governors of the European Schools,

Whereas it has also been agreed that the contribution shall be based on a scale of charges and be in proportion to the number of children of EU staff enrolled, as set out in Annex I to this agreement,

Whereas the contribution shall be paid directly to the signatory of the agreement.

CONSEQUENTLY

Having regard to Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities, and in particular Article 49(6)(e) thereof,

Having regard to Commission Decision C(2009) 7719 of 14 October 2009 on the putting into effect of the EU contribution paid on a pro-rata basis to schools accredited by the Board of Governors of the European Schools according to the number of children of EU staff enrolled,

Having regard to the accreditation and cooperation agreement signed on XXX between the Secretary-General of the European Schools, representing the ESS, and YYY, representing the School (hereinafter referred to as “the School”), and in particular Articles 8 and 9 thereof,

THE PARTIES HEREBY AGREE AS FOLLOWS:

Article 1 **Subject**

The purpose of this agreement is to determine the payment and audit procedures for the EU contribution for each child of an EU staff member attending the ... School.

For the purposes of this Decision, children of the following shall be considered to be children of EU staff: a. Members of the EU institutions, b. Officials covered by the Staff Regulations of the European Communities, c. Members of staff covered by the Conditions of Employment of other Servants of the European Communities⁵, d. Staff of any decentralised European body created by an act of an institution.

Article 2 **Principles governing the EU contribution**

The contribution to be charged to the Union’s budget will be limited to a contribution per school year and per child of a member of EU staff enrolled in the ... School. . . The number of children of EU staff shall be determined in accordance with the annexed Commission Decision.

Article 3 **Obligation on the ... School to provide information**

No later than 16 September of year n, the ... School shall send to the Commission, with a copy to the Office of the Secretary-General of the European Schools, the names of the children of EU staff enrolled for the n/n+1 school year, broken down by language section. On

⁵ Including all officials and other servants, and former officials and other servants, who are entitled to the dependent child allowance referred to in Article 2 of Annex VII to the Staff Regulations, and children of deceased officials and other servants in receipt of an orphan’s pension.

the basis of these lists, the Commission shall pay, by 31 October of year n at the latest, the contributions calculated as specified in the annexed scale of charges.

No later than 16 July of year n+1, the ... School shall send to the Commission the final list of pupils, with a copy to the Office of the Secretary-General of the European Schools, giving notification of any changes in the course of the school year n/n+1 (departures and arrivals) compared with the list sent in September of year n.

The Commission shall have the right of scrutiny and verification of the lists of pupils who are children of EU staff, and shall retain that right for the duration of this agreement. The beneficiary shall undertake to make the necessary documentation available on request.

Article 4 Arrangements for payment of the contribution

The contribution shall be paid directly to the beneficiary using the banking details annexed to this agreement. The contribution shall be paid directly into a bank account belonging to the beneficiary and denominated in euros⁶, the details of which are set out below⁷:

Name of bank: [...]

Address of branch: [...]

Exact name of the account holder: [...]

Full account number (including bank codes): [...]

[IBAN account code and BIC code for the bank: [...]]⁸.

Article 5 Checks and audits

The beneficiary undertakes to provide any detailed information, including information in electronic format, requested by the Commission or by any other outside body authorised to act for the Commission. It undertakes to keep the original accounting documents, and certified copies of original documents relating to the agreement, for a period of five years from the end of this agreement.

The beneficiary agrees that the Commission may have an audit of the use made of the grant carried out either directly by its own staff or by any other outside body authorised to do so on its behalf. Such audits may be carried out throughout the period of implementation of the agreement and for a period of five years from the end of the agreement. Where appropriate, the audit findings may lead to recovery decisions by the Commission.

By virtue of Council Regulation (Euratom, EC) No 2185/96 and Regulation (EC) No 1073/1999 of the European Parliament and of the Council, the European Anti-Fraud Office (OLAF) may also carry out on-the-spot checks and inspections in accordance with the

⁶ Except in the case of bank accounts in countries that do not accept euro transactions.

⁷ As shown by the account identification document issued or certified by the bank concerned.

⁸ BIC code for countries where the IBAN code does not apply.

procedures laid down by EU law for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the Commission.

The Court of Auditors shall have the same rights as the Commission, notably right of access, as regards checks and audits.

Article 6 Adjustments, cessation of payments, recovery of amounts

The Commission shall adjust the contribution for the n/n+1 school year when the contribution for the n+1/n+2 school year is paid, each child-month begun counting as a full month. In the event of renewal under the terms of Article 9, this adjustment shall be made, if necessary, through compensation.

If there are no longer any children of EU staff enrolled as pupils for the n+1/n+2 school year, or if the amount of the adjustment for the n/n+1 school year is greater than the amount of the maximum contribution for the n+1/n+2 school year, the Commission will recover the sums wrongly paid.

If the School's accreditation is withdrawn, the Commission shall stop all payments and, if necessary, recover sums wrongly paid.

Article 7 EU Contribution

Payment of the EU contribution remains conditional on the entry by the budgetary authority of the European Union of sufficient funds in the budget of the Union institutions⁹.

Article 8 Enrolment or tuition fees

The beneficiary shall undertake not to require the parents concerned to pay enrolment fees or tuition fees in respect of children of EU staff for whom the EU contribution has been requested.

Article 9 Suspension and termination

Termination by the beneficiary

In duly justified cases, the beneficiary may terminate the agreement by giving six months' written notice, stating the reasons, before the beginning of the next school year, without being required to furnish any indemnity on this account. If no reasons are given or if the Commission does not accept the reasons, the beneficiary shall be deemed to have terminated this agreement improperly. In that case the Commission may require the partial or total

⁹ This article (Article 7) conforms to the Financial Regulation applicable to the European Schools (ref 211-D-2006) with regard to the EU budget and its adoption and in particular Article 8 of the said Financial Regulation applicable to the European Schools.

repayment of sums already paid under the agreement, after allowing the beneficiary to submit its observations.

Termination or suspension by the Commission

The Commission may decide to suspend the agreement in accordance with the procedure provided for in this article or to terminate the agreement, without any indemnity on its part, in the following circumstances:

- a) if the inspections carried out prior to the renewal of the accreditation provided for in Article 7 of the Accreditation agreement stress serious failings in the education provided, likely to lead to the non-renewal of the accreditation, the EU contribution may be suspended immediately;
- b) if the beneficiary fails to fulfil an obligation incumbent on it under the terms of this agreement, and in particular Article 3 thereof, and the obligations incumbent on it under the terms of the Accreditation agreement;
- c) if the Commission has evidence or seriously suspects the beneficiary of professional misconduct;
- d) if the beneficiary has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
- e) if the beneficiary has made false declarations or submits reports inconsistent with reality to obtain the contribution provided for in the agreement.

Suspension and termination procedures

The suspension procedure is initiated by registered letter with acknowledgement of receipt.

In the cases referred to above in which the Commission may decide to suspend the agreement, the beneficiary shall have 30 days to submit its observations and take any measures necessary to ensure continued fulfilment of its obligations under the agreement.

The Commission may accept these observations by giving written approval within 30 days of receiving them and lift suspension of the agreement. In accordance with Article 10, a supplementary written agreement shall be concluded to make any amendments that may be necessary to adapt the action to the new implementing conditions.

If the Commission fails to accept these observations by giving written approval within 30 days of receiving them, it may terminate the agreement.

Termination shall take effect at the end of the period of notice, which shall start to run from the date when notification of the Commission's decision to terminate the agreement is received.

Article 10 **Applicable law and competent courts**

The contribution is governed by the terms of this agreement, by Union law and, on a subsidiary basis, by the law of the Member State in which the beneficiary is based.

The beneficiary may bring legal proceedings regarding decisions by the Commission concerning the application of the provisions of the agreement before the General Court of the European Union and, in the event of appeal, the Court of Justice.

Article 11 **Entry into force and duration**

This agreement shall enter into force on the date of signature by the last of the parties for a duration of 15 months¹⁰.

On the date of its expiry the present agreement may be renewed by tacit consent by the two parties for the same duration.

Article 12 **Amendments to the Agreement**

Any amendment to the terms of this agreement must be the subject of a written supplementary agreement. A verbal agreement shall not be binding on the parties.

Article 13 **Confidentiality**

The Commission and the beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

Article 14 **Administrative provisions**

Any communication to the Commission in connection with this agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following addresses:

[Financial information must be addressed to:]

European Commission

Directorate-General [...]

Directorate [...]

¹⁰ Since the Agreement involves administrative appropriations it may cover only one year, plus three months to allow for the procedure laid down in Article 6 of the Accreditation Agreement if necessary. This Agreement must be signed in the month of July, with the possibility of tacit renewal each year [months/days] from the first day of the month following the date on which the last of the two parties signs the agreement. The above period shall be determined on the basis of calendar days.

Unit [...]

B - 1049 Brussels (Belgium)

E-mail address: [...]@ec.europa.eu

Any communication to the beneficiary in connection with this agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following address:

Mr/Ms (...)

[Function]

[*Official name*]

[Official address in full]

E-mail address: [...]

Done at [place], [date]

For the beneficiary

[forename / surname / *function*]

[signature]

For the Commission

[forename/surname]

[signature]

Done in duplicate in [*language*]

