

## **TRANSLATION**

### **AGREEMENT BETWEEN THE AGENCY FOR FRENCH EDUCATION ABROAD AND LYCEE FRANCAIS DE KUALA KUMPUR HENRI FAUCONNIER BHD.**

Pursuant to the cultural agreement signed between the Government of the French Republic and the Government of Malaysia on 3 November 1972;

Pursuant to articles L.452-1 to L.452-10 and R.451-1 to 0.452-11 of the Code of Education;

Pursuant to decree no. 2002-22 of January 4, 2002 relating to the administrative and financial situation of personnel in French schools abroad;

Pursuant to the Charter for French Education Abroad adopted by the AEFÉ Board on December 10, 2007;

Pursuant to ruling no. 03/2015 of 24/03/2015 of the AEFÉ Board relating to the standard agreement proposed to schools;

Pursuant to circulars AEFÉ 2251 and 2252 of July 26, 2001 and circular AEFÉ 2188 of September 21, 2010 relating to locally recruited staff in French schools abroad managed directly by the AEFÉ or under contract with the AEFÉ;

Pursuant to circular AEFÉ 2261 of September 23, 2014 relating to the organization and functioning of the governing bodies in French schools abroad for which the AEFÉ is responsible;

Pursuant to the statutes of Lycée Français of Kuala Lumpur, Henri Fauconnier Bhd.;

*Between*

The Agency for French Education Abroad, represented by the **French Ambassador in Kuala Lumpur hereafter referred to as the AEFE**

*and*

Lycée Français of Kuala Lumpur, Henri Fauconnier Bhd., in charge of the management of the Lycée Français of Kuala Lumpur, Henri Fauconnier Bhd., represented by its chairman, Mr. Julien Hoffmann, President of the School Board **hereinafter referred to as the managing body**

*The following has been agreed and decided upon:*

## COMMON PROVISIONS

### Article 1

The managing body is a non-profit, non-share capital private limited company whose statutes (annexed hereto) were submitted to the Register of Companies on 17 December 1998 and whose registered office is located at 34 Jalan Dutamas Raya 51200, Kuala Lumpur, Malaysia. The managing body governs the French School of Kuala Lumpur for which it is legally responsible, especially in relation to local law.

Under this agreement, the managing body undertakes to advise the Agency of any changes to its statutes prior to their approval by its general meeting,

In return, the Agency undertakes to advise the managing body of any changes to its missions.

The parties declare that to the best of their knowledge, this agreement is in accordance with the law of the country in which the school is located.

### Article 2

This agreement applies to all grades in the school from the *Petite Section* in the Kindergarten to the *Terminale* approved by the French Ministry of Education, Higher Education and Research.

### Article 3

The education provided in the school or part of the school covered by this agreement is consistent with the programmes, learning objectives and organizational rules applicable, in France, to public schools. It is understood that the school may adjust the above provisions to take into account the specific conditions in which it carries out its activities and to strengthen its cooperation with the educational system of the country in which it operates. These adjustments must be proposed in conjunction with the Embassy and approved by the AEFÉ.

The school is open to students of French nationality residing outside France and to students of foreign nationality. It prepares students for French examinations and qualifications.

The school complies with the aforementioned provisions of the Code of Education, the guidelines set out by the French Ministry of Foreign Affairs and International Development and the French Ministry of Education, Higher Education and Research, and the provisions of the AEFÉ's Strategic Orientation Plan.

Before the start of each school year, the school advises the AEFÉ, care of the French Ambassador and after consultation with the school's Board of Governors, of the school's educational structure, especially the number of students in each grade and option, the streams of the French Baccalaureate taught, modern or ancient languages and the options proposed.

### Article 4

The smooth running of the school requires respect for the powers and duties of each part in the context of the division of responsibilities defined by this agreement and respect for shared governance.

The Agency makes its expertise in management and good governance available to the managing body. Work carried out to this end is reported to the Embassy, the managing body and the Principal.

The managing body must include on its decision-making bodies at least one representative from the Embassy, the Principal and, if applicable, the school's Administrative and Financial Directors and the Primary School Principal. It ensures that representatives of the Parent Association are kept informed regularly.

In addition to the obligations imposed on it by local regulations, each year the managing body presents to the AEFÉ, care of the French Ambassador, in digital form supplied by the Agency in accordance with French public accounting rules, financial documents such as the school's provisional budget and the financial accounts for each financial year, as required by the managing body's statutes.

The financial accounts presented to the AEFÉ are based on financial statements certified by an accounting firm and approved by the managing body's decision making bodies. The managing body presents, to the French Ambassador or to the AEFÉ, on its own initiative or on request, supporting documents whose presence is deemed useful.

The managing body accepts that the AEFÉ and the relevant ministries, especially the French Ministry of Foreign Affairs and International Development, the French Ministry of Education, Higher Education and Research and the French Ministry of Finance and Public Accounts, may carry out checks and inspections of the school and undertakes to facilitate these proceedings.

#### Article 5

The AEFÉ appoints and remunerates the Principal, in accordance with a profile defined in consultation with the Embassy and the managing body.

The Principal takes full responsibility for educational organization and management and school life. In partnership with the inspectorate, he or she ensures that the teaching complies with the rules of its accreditation.

The Principal, delegates to the managing body, to ensure the smooth running of the school in material, human, property and financial terms. He or she is closely and permanently linked to the management of the school and supplies all necessary information to the managing body. In addition, he or she attends meetings of the latter's decision-making bodies. The nature and extent of delegations of signature authority regarding management granted by the managing body to the Principal and, if applicable, the Administrative and Financial Directors, expatriates or residents, appointed and remunerated by the AEFÉ, is specified in writing by the managing body, in agreement with the AEFÉ, and communicated to the parties concerned and to the French Ambassador. The principles, especially of validation and control, which govern these delegations, are stated in the special provisions of this agreement, it being understood that the delegation of signature authority does not entail any transfer of responsibilities.

The Principal has authority over all personnel at the school and provides out an administrative evaluation of them. He proposes the recruitment of personnel to the managing body referred to in Article 7 below, as part of the table of employment posts as defined by him or herself and the managing body and in accordance with the approval. He suggests management actions in the field of human resources.

## Article 6

The AEFÉ appoints and remunerates other expatriate and *resident* staff, following consultation with the central joint advisory bodies for expatriates, or local ones for *residents*, established by the Agency. To carry out their duties at the approved levels and for the duration of the position, these personnel report to the Principal and the French Ambassador, representing the AEFÉ.

## Article 7

Decisions relating to recruitment and the administrative management of the contracts of locally recruited staff are the responsibility of the managing body in its capacity as employer.

These personnel remunerated by the school receive a written employment contract, signed by the President of the managing body, the Principal and the parties concerned. This contract is concluded in accordance with the principles defined in the AEFÉ circulars of 26 July, 2001 and 21 September, 2010 and local employment regulations.

The advisory body of the organization responsible for addressing issues concerning locally recruited personnel should be consulted, especially for recruitment, management rules and the implementation of a disciplinary procedure.

Representatives of the managing body, personnel and the management team sit on this body.

## Article 8

All members of the school community must comply with the rules for the running of the school and their specific features, with respect for everybody's responsibilities, the laws in effect and the school rules. These rules must be submitted for approval to the AEFÉ, care of the French Ambassador.

In special circumstances that could constitute a security risk for people, the managing body undertakes to follow the Embassy's instructions. The school's Site Specific Safety Plan (SSSP), developed under the authority of and approved by the Embassy's Security Officer, must be presented to members of the managing body when they take up their duties. It involves all members of the school community, who must comply with it.

## Article 9

In accordance with the aforementioned circular on the organization and functioning of the authorities in French schools abroad, the school notably has a School Committee and/or Primary School Council

whose composition and powers comply with the provisions defined by the AEFÉ. The Board of Governors, which includes two members of the managing body, works in close cooperation with the latter's decision-making bodies.

#### Article 10

The managing body ensures that the activities of the Parent Association and staff organization comply with the laws and regulations in force in the country.

#### Article 11

In respect of the public service remit entrusted to the school, the AEFÉ provides the latter with support, the details of which are set out in dialogue with management, letters and circulars. This support may take the form of:

- ❖ allocation of staff, where the AEFÉ is notably responsible for recruitment and salary in accordance with decree no. 2002-22 of 4 January 2002 (main salary and allowances);
- ❖ assessment missions;
- ❖ grants for equipment, investment or running costs;
- ❖ staff training;
- ❖ financial assistance for school projects.

The AEFÉ also makes management tools (guide to the correct use of the agreement, strategic orientation conference, etc.) available to the managing body. It carries out support missions and notably organizes seminars for the exchange of good governance practices.

#### Article 12

The total contribution of the managing body to the AEFÉ's costs is determined each year and is the subject of a written agreement between the parties.

#### Article 13

If this agreement is terminated or the managing body is dissolved, and in a situation where one of the original parties has been acquired by means of specific assistance from the French Government or the AEFÉ, this original party shall be returned to the French Republic or to an organization dedicated to the dissemination of the French language and culture, whose appointment as beneficiary has received the agreement of the Ministry of Foreign Affairs and International Development of the French Republic. This return shall, where appropriate, be the subject of a financial transaction.

## SPECIAL PROVISIONS

### Article 14

The managing body agrees to include in the budget at least 1% of the payroll to contribute to personnel professional development excluding replacement costs.

### Article 15

The Principal, in agreement with the managing body:

- prepares the budget with the Treasurer and Lycée Français de Kuala Lumpur Henri Fauconnier Bhd. and the accountant of Lycée Français de Kuala Lumpur Henri Fauconnier Bhd. and submits to the managing body.
- Manages expenses in the framework and within the budget.
- Manages all the personnel of the Lycée Français de Kuala Lumpur
- Determines and controls the missions of each staff member in the framework of their contract

This agreement replaces the previous agreement of 30 May 2002

It comes into effect on 1<sup>st</sup> September 2016.

It is concluded for 5 years, during which time it may be revoked by each of the parties by letter, care of the Embassy, at the end of a school year, with twelve months' notice.

It is expressly renewable by means of an additional clause.

Signed in Kuala Lumpur, on 13 June 2016 with two copies.

For the Agency for French Education Abroad.  
The French Ambassador in Kuala Lumpur

(signed)

Christophe PENOT

For the managing body  
The President of the School Board

of Lycée Français de Kuala Lumpur Henri  
Fauconnier Bhd.

Julien HOFFMAN