No. 33856

FRANCE and LEBANON

Agreement on the French-Lebanese Affairs Centre. Signed at Beirut on 5 April 1996

Authentic text: French.

Registered by France on 19 June 1997.

FRANCE et LIBAN

Accord relatif au Centre franco-libanais des affaires. Signé à Beyrouth le 5 avril 1996

Texte authentique : français.

Enregistré par la France le 19 juin 1997.

[Translation — Traduction]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE LEBANESE REPUBLIC ON THE FRENCH-LEBANESE AFFAIRS CENTRE

The Government of the French Republic and

The Government of the Lebanese Republic,

Hereinafter referred to as the Parties.

In view of the Agreement between the Government of the French Republic and the Government of the Lebanese Republic on Cultural, Scientific and Technical Cooperation, signed on 14 October 1993,

Have agreed on the following provisions:

Article I

A cooperation programme entitled the "French-Lebanese Affairs Centre" of Beirut shall be established with the following objectives:

- To provide management training for young graduates and managerial personnel already in employment;
- To provide economic and financial training for young graduates and managerial personnel already in employment;
- To develop applied research activities and contribute to the dissemination of knowledge and management practices conducive to furthering the development of Lebanon and the countries of the Near and Middle East;
- To establish an international documentation centre on enterprise management.

Article II

The training courses proposed by the Centre shall complement the university training courses already provided in Lebanon and shall take into account the needs of Lebanese and regional enterprises. They shall be developed and implemented by the Paris Chamber of Commerce and Industry (CCIP), which shall be the operator of the project in accordance with the modalities established by the agreement drawn up between the Ministry of Foreign Affairs of France and CCIP. Such training courses shall include the following:

1. *Initial training*

- A one-year full-time specialized management training course at the postgraduate level carried out in accordance with a programme agreed between the two Parties. It shall be aimed primarily at young graduates with a view to placing them in a better position to negotiate their entry into working life.
- A special programme on international economics and finance in order to enable Lebanon to offer high-level training in these fields.

¹ Came into force on 5 April 1996 by signature.

2. Continuous training

- A part-time specialized management training course shall be offered to managerial personnel employed in enterprises who are interested in improving their knowledge of management. They would thus be in a position to continue their professional employment while pursuing their training.
- Short specialization programmes. This activity shall be covered by a prospectus offering various programme options and shall include, in particular, the development of specific training courses in the most topical areas of management.

Article III

The organization of the Centre shall include, in particular:

- A Supervisory Board;
- An Advisory Committee;
- An Operator;
- A Director.

Article IV

The Supervisory Board shall be responsible for determining the general policy of the Centre, particularly in connection with strategic and financial matters. It shall meet at least once a year and shall take decisions concerning the policies of the Centre. Each year, it shall approve the activity report and the programme budget submitted by the Director of the Centre.

This Board shall have equal French and Lebanese representation and shall consist of eight members.

It shall comprise:

- On the Lebanese side, two officials of the Bank of Lebanon, including the Governor or his representative, and two leading representatives of Lebanese economic and financial circles, chosen *ex officio* by the Bank of Lebanon with the agreement of the French party.
- On the French side, two representatives of the Embassy of France, including the Ambassador of France or his representative, a CCIP representative and a representative of French economic circles, chosen *ex officio* by the French party with the agreement of the Lebanese party.

The Director of the Centre shall attend the meetings of the Supervisory Board in a advisory capacity.

As co-Chairmen of the Board, the Ambassador of France or his representative, on the one hand, and the Governor of the Bank of Lebanon or his representative, on the other, shall each have a casting vote. The Board shall take its decisions by a simple majority of its members.

In the interval between its sessions, the Supervisory Board may be convened as necessary, in restricted session, at the joint invitation of the two co-Chairmen.

Article V

The Advisory Committee shall discuss teaching options, as well as options for the development of the Centre, with a view to maintaining the best possible match with the training needs of the economic community. Proposals of the Committee which have financial implications shall be submitted by the operator for approval by the Supervisory Board.

The Advisory Committee shall bring together the different Lebanese and French parties having an interest in the development of the Centre. The Committee shall consist of 16 members and shall be presided over by the Director of the Centre, who shall convene it at least twice a year.

It shall comprise:

On the Lebanese side:

- A representative of the Bank of Lebanon;
- A representative of the Beirut Chamber of Commerce and Industry;
- Six leading representatives of economic and professional circles designated by mutual agreement.

It shall be understood that professional societies which undertake to pay full student grants shall be entitled to be represented on this Committee, as part of the Lebanese side.

On the French side:

- Three representatives of the Embassy of France;
- Three CCIP representatives;
- Two representatives of the French economic community designated by mutual agreement.

Article VI

The two parties shall designate the Paris Chamber of Commerce and Industry (CCIP) as the operator of the Centre.

CCIP shall have responsibility for implementing the objectives of the Centre within the guidelines determined by the Supervisory Board. As such, CCIP may, by agreement, establish any form of cooperation with qualified individuals or legal entities. CCIP, in its capacity as authorized representative, shall conduct the educational project and define the modalities for the implementation of the programme within the framework of an agreement with the Bank of Lebanon and, where necessary, with other Lebanese partners.

CCIP shall furnish the Supervisory Board with regular accounts of its activities.

Article VII

The participation of both parties shall be established as follows:

1. The French party shall, within the framework and the limit of its available budgetary resources, share in the running costs of the Centre during the first five years, in accordance with the provisions of the annex to this agreement, which constitutes an integral part thereof. The French Cultural and Cooperation Centre in Beirut shall host the activities of the Centre in accordance with the modalities of the agreement drawn up between the Ministry of Foreign Affairs of France and the Paris Chamber of Industry and Commerce.

2. The Lebanese party, which has appointed the Bank of Lebanon to such effect, shall be responsible for the cost of equipping the educational facilities established with a view to attaining the objectives of the Centre, as well as for part of the costs of establishment. During the first five years, it shall contribute to the operational costs of the Centre in accordance with the provisions contained in the annex referred to in the preceding paragraph.

Article VIII

In accordance with the Agreement between the Government of the French Republic and the Government of the Lebanese Republic on Cultural, Scientific and Technical Cooperation, signed at Paris on 14 October 1993, the Lebanese party shall take all necessary measures to:

- Facilitate the entry into and stay in Lebanon of expatriate personnel and their families and of experts appointed to carry out technical support missions;
- Guarantee the duty-free importation of the equipment, material and documentation required for the activities of the Centre.

Article IX

The Centre shall be authorized to offer higher education and award diplomas in accordance with the Lebanese Higher Education Act of 26 December 1961. The Lebanese party shall recognize diplomas awarded by the Centre or by any other entity linked to it by agreement.

Article X

The two parties shall undertake to take the necessary steps to ensure that the programme takes effect within two months following the signature of this Agreement.

This Agreement shall be concluded for a period of 10 years from the date of its signature, and shall be automatically renewable for five-year periods. It may be amended by agreement between the two parties or denounced at any time with one year's prior notice. This denunciation shall not affect the rights and obligations of the parties in connection with training courses under way at the time of the denunciation.

During the fifth year of the programme's execution, the two parties shall, together with the designated operator and the Bank of Lebanon, conduct an evaluation of the programme and determine any potential adjustments to be made with a view to its continuation.

Done at Beirut in two original copies, on 5 April 1996.

For the Government of the French Republic: HERVÉ DE CHARETTE Minister for Foreign Affairs For the Government Lebanese Republic: FARES BOUEZ Minister for Foreign Affairs