

No. 29482

**FRANCE
and
SINGAPORE**

**Memorandum of Understanding for the operation of the
French-Singapore Institute (with annexes). Signed at
Singapore on 2 July 1992**

Authentic texts: French and English.

Registered by France on 27 January 1993.

**FRANCE
et
SINGAPOUR**

Accord relatif au fonctionnement de l'Institut franco-singapourien (avec annexes). Signé à Singapour le 2 juillet 1992

Textes authentiques : français et anglais.

Enregistré par la France le 27 janvier 1993.

MEMORANDUM OF UNDERSTANDING¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FRANCE AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE FOR THE OPERATION OF THE FRENCH-SINGAPORE INSTITUTE

The Government of the Republic of France and the Government of the Republic of Singapore agree to extend their cooperation in the running of the French-Singapore Institute.

The two parties agree that :

Article 1

In this Memorandum, the French-Singapore Institute will be referred to as the Institute.

Article 2

1) The Institute provides initial and further training in the fields of electrical and electronic engineering with emphasis on electronic design, information technology and factory automation. These training courses and the professional careers to which they lead are described in Annex I, which forms an integral part of this Memorandum.

Two levels of training will be provided :

a) A training course in operation since August(1983) leading to a Diploma. This diploma is awarded after two years of training for students holding "A" level qualifications or three years for students holding "O" level qualifications. Students are recruited in accordance with the conditions defined in Annex II, which is an integral part of this Memorandum.

b) A training course leading to an Advanced Diploma. This course is for students as defined in Annex II.

¹ Came into force with retroactive effect from 20 January 1992, in accordance with article 11.

2) The Institute will develop all the training materials, programmes, pedagogic methods, evaluation and selection systems required for the above courses.

3) The Institute will help French companies who wish to establish technical co-operation links with Singaporean industrial partners in their areas of activities. The Institute will act as a showcase for French technology and will support companies wishing to set up in Singapore. As a priority the graduates of the Institute will be deployed to French companies established in Singapore which will provide them with jobs relevant to their training.

4) The Institute will also assist French students who wish to do their final year project in Singaporean companies. The Institute will therefore help in identifying training opportunities in the disciplines relevant to its programme and assist sponsoring companies on immigration formalities.

5) Technical French language is one of the compulsory subjects taught at the Institute, in the same way as the scientific and technical subjects.

Article 3

1) The Institute has a total student enrolment capacity of 700 students for the Diploma course and for the Advanced Diploma course.

2) The qualifications for candidates admitted is in accordance with the requirements described in Annex II.

Article 4

a) The Institute is considered a distinct project in order to guarantee its originality within the Singapore technical training system.

b) The Institute is managed by the Management Council nominated jointly by the Economic Development Board and the French

Government. The functions of the Council and its membership are set out in Annex III which is an integral part of this Memorandum.

c) The Scientific Director of the Institute is nominated by the French party with the consent of the Economic Development Board.

d) The Institute promotes active co-operation between the industrial companies of Singapore and interested French companies.

e) The Institute can accept candidates from other ASEAN countries, on condition that they satisfy the requirements set out in Article 3.2. However, the candidates may have to pass an entrance test and also go for an interview as defined by the Management Council.

Article 5

A.1) The technical assistance from the French Government is as follows :

a) Assistance in the specifications of new equipment such as: machinery, instruments, tools, spare parts, accessories, teaching and learning aids.

b) Assistance in the planning and development of curricula and syllabi.

c) Assistance in the selection and further training of the Singaporean personnel.

d) Full-time secondment of a French Scientific Director entrusted with the following duties :

- advice on programme contents namely identification and recommendations of (technologies and) new technological areas which might be included in the teaching programme of the Institute;

- development of relations between the Institute and industry, particularly relations with French companies;

- development of relations between the Institute and French graduate schools (Ecoles d'Enseignement Supérieur Français) in relevant fields.

- promotion of the Institute in France.

e) Full-time secondments of two French experts including :

- The Head of the French Language Department. (This post is limited to persons of French nationality);

- An expert responsible for the implementation of new teaching programmes, in agreement with general guidelines defined by the Institute.

f) Missions of experts according to the needs of the Institute.

The number and duration of these missions will be decided annually within the terms of this Memorandum based on a report prepared jointly by the Director of the Institute and the Scientific Director. The experts will be chosen in conjunction with the companies concerned. The companies will finance part or all of the missions.

A.2) The financial contribution of the French party :

a) The remuneration of the French Scientific Director of the Institute as mentioned above.

b) The remuneration of the French experts as mentioned above.

c) Provision of the missions mentioned in Article 5.A.1.f., throughout the duration of this co-operation in conjunction, if necessary, with companies.

d) Provision of scholarships for the training and upgrading which appear necessary for the application of 5.A.1.c. The number of scholarships will be decided each year following discussion between the two parties and before the drawing up of their respective budgets.

e) The French financial contribution will be made effective with the budget allotment.

B.1) The French Government will ensure that the seconded experts:

a) Respect the laws of the Republic of Singapore.

b) Do not interfere in the internal affairs of the Republic of Singapore.

c) Do not engage in any gainful activities other than the one to which they have been assigned.

d) Co-operate in a spirit of mutual confidence within the framework of the mission set out in this Memorandum.

B.2) The curriculum vitae of the the French experts selected by the French Government will be presented to the Singapore Government for approval.

Article 6

1) The Government of Singapore will be responsible for :

a) The maintenance of all machinery and equipment, and if necessary, their replacement, including those provided by the French Government.

b) The running costs of the Institute.

c) The expenses incurred by the Scientific Director and the French experts in relation to their work at the Institute, in accordance with the current Singapore regulations.

d) The housing allowances of the Scientific Director and the French experts (as described in Article 5.A.1.d and 5.A.1.e) as well as the various benefits in accordance with the terms and conditions of the Colombo Plan Technical Cooperation Scheme as defined in Annexes IV and V which are an integral part of this Memorandum.

e) The remuneration of the teaching staff and the technical, administrative and auxiliary personnel, necessary for the running of the Institute.

f) The financing of training scholarships not covered by the training and upgrading scholarships described in Article 5.A.2.d. above.

g) The French language training needed by those Singaporean teachers due to follow training in France as provided for in Article 5.A.1.c. This training will begin in Singapore.

2) The Singapore Government will undertake to :

a) Exempt the equipment supplied by the French Party from customs duty, taxes and storage fees, and will help to ensure that it receives prompt customs clearance. Alternatively the Singapore Government will be responsible for the charges.

b) Require those instructors sent to France for training to enter into a service bond after their overseas training, following the Singapore Government rulings.

Article 7

The French experts sent to Singapore under this Memorandum as described in Article 5.A.1.d. and 5.A.1.e. shall have the benefits described in Annex IV and V during their stay in Singapore.

Article 8

The following organisations shall be responsible for the execution of this Memorandum :

a) For the French Government : The Ministry of Foreign Affairs (General Direction of Cultural, Scientific and Technical Relations).

b) For the Singapore Government : The Economic Development Board (E.D.B.).

Article 9

Independent organisations designated by each of the contracting parties may be associated with the execution of this Memorandum. For the French Government the two main designated organisations will be the Chamber of Commerce and Industry of Paris (C.C.I.P.) and the Federation of Electrical and Electronic Industries (F.I.E.E.).

Article 10

1) If the Singapore Government requests that a seconded expert be recalled, it shall give adequate notice to the French Government and give the reasons for its request.

Similarly, when a seconded expert is to be recalled by the French side, the French Government shall ensure that the Singapore Government is informed thereof at the earliest possible date. There shall be a suitable replacement of the expert by the French Government.

2) If any question or situation should arise which is not expressly provided for in this Memorandum, the same shall be resolved by consultation between the two parties in the spirit of mutual co-operation.

Article 11

This Memorandum comes into operation, retroactively, on 20 January 1992, the expiry date of the previous memorandum, for a period of three years.

The Memorandum may be revised and the cooperation be extended for a further period if agreed to by both parties.

Prepared in Singapore on the 2nd of July 1992, in duplicate, in the French and English languages, both texts being equally authentic.

For the Government
of the Republic of France:

[Signed]

Mr. BERNARD DE MONTFERRAND
Ambassadeur de France
à Singapour

For the Government
of the Republic of Singapore:

[Signed]

Mr. PHILIP YEO LIAT KOK
Chairman
Economic Development Board

Annex I

FRENCH-SINGAPORE INSTITUTE

OUTLINE OF THE TRAINING COURSES :

- Electricity and General Electronics
- Instrumentation
- Microprocessors and Systems
- Applied Computing
- Artificial Intelligence
- Automation
- Robotics and Computer Vision
- Computer Aided Design
- Computer Aided Manufacturing
- Computer Aided Engineering
- Design of Integrated Circuits
- Computer Networks
- Control Engineering
- Technical French Language

TECHNICAL AREAS FOR WHICH THE GRADUATES WILL BE DEPLOYED :

- Software and Engineering Services & Support
- Factory Automation
- Product Design

Annex II**FRENCH-SINGAPORE INSTITUTE****ADMISSION REQUIREMENTS****A. DIPLOMA COURSE**

Two admission procedures are offered :

- Direct admission

Students should have either two relevant "A" level subjects, or the "General Certificate of Education O-level" (GCE - O) together with the Industrial Technician Certificate (ITC) in relevant trade, or equivalent qualifications acceptable to the Management Council. The course lasts 4 semesters.

- Admission to the preparatory course

Students should have the "General Certificate of Education O-level". They join the main course at the level of the second semester, following a preparatory course lasting 3 semesters.

B. ADVANCED DIPLOMA COURSE

Students should have the FSI Diploma or its equivalent and preferably have a minimum of two years working experience. However, candidates may, with the approval of the Management Council, be permitted to start the advanced diploma course immediately after their diploma training.

Annex III

FRENCH-SINGAPORE INSTITUTE

MANAGEMENT COUNCIL

A. The Economic Development Board (the "Board") jointly with the French Government, shall appoint a Management Council for the French-Singapore Institute and shall delegate the management of the Institute to this Council. The Council shall formulate and recommend policies for the acceptance of the Board and shall be responsible for the implementation of these policies in the daily operation and further development of the Institute. The Council shall comprise of up to ten members :

- The Chairman of the Council shall be an officer of the Board appointed by the Chairman of the Economic Development Board on behalf of the Singapore Government or a representative from the private sector whose nomination must be approved by the EDB and the French Government;

- The Director of E.S.I.E.E. will be Vice-Chairman of the Council;

- One member shall be a nominee of the French Government;

- Two members shall be representatives of the French industrial community nominated by the French Government and endorsed by E.D.B. on behalf of the Singapore Government;

- The Scientific Director of the Institute shall be an ex-officio member of the Council;

- One member shall be a representative of the Manpower Development Division of EDB and shall be an ex-officio member of the Council;

- Three members shall be nominated by the Chairman of the Economic Development Board on behalf of the Singapore Government and endorsed by the French Government.

The Chairman of the Management Council shall have the casting vote. The nominees of the French Government shall be resident in Singapore.

B. The Council shall have the following terms of reference :

1) To serve as a channel for industry feedback with regard to industry's manpower needs in relation to the Institute's area of focus;

2) To review the Institute's curriculum ;

3) To formulate and recommend to the BOARD, through the Director of the Manpower Development Division, all policy matters governing the operation and further development of the Institute including training, personnel and financial matters;

4) To formulate strategies and to guide and assist the Institute in seeking fundings for the Institute's development;

5) To manage, administer and implement the policies as approved by the BOARD and to make such rules and regulations as are necessary for the efficient operation of the Institute;

6) To administer the funds provided by the Singapore Government in accordance with the financial regulations and guidelines as directed by the BOARD;

7) To assign responsibility and delegate authority to the Director of the Institute in such areas as it deems appropriate.

Annex IV

FRENCH-SINGAPORE INSTITUTE

Status of the Experts

The French experts sent to Singapore under this Memorandum will have the following benefits during their stay in Singapore :

1.a) The Singapore Government shall exempt from all custom duties the furniture and personal effects brought into Singapore by the experts and their families referred to in the present Memorandum, within six months of assuming their position, provided these items were in their possession and used by them prior to their departure from their previous residence. The subsequent sale in Singapore of all the items mentioned above shall be subject to the approval of Singapore custom authorities.

1.b) These experts (provided they are French nationals) are also exempted in the Republic of Singapore from income tax on the remuneration paid to them by the French Government.

2.a) The Singapore Government shall permit the experts and their families to import or buy free of import duty (excluding all other statutory costs such as Certificates of Entitlement), once every six years, a right-hand driven car.

2.b) A right-hand driven car imported or bought duty-free according to the above mentioned conditions becomes taxable on an "ad valorem" basis if it is resold inside the Republic of Singapore to a person who is not entitled to the same privileges.

3) The experts and their families are authorised to re-export within the 6-months period after the end of their mission in Singapore the goods they have brought into the country, in accordance with the conditions referred to in this ANNEX IV. The same applies to personal effects and furniture acquired

within reasonable limits during their stay in Singapore. All exempted goods are to be re-exported if they are not disposed of locally.

4) The competent authorities of Singapore will grant to these personnel the necessary authorization for the transfer to France of their personal savings. The Singapore Government shall guarantee the freedom of the experts and their families to enter and leave the country, if they are in possession of valid Immigration passes. It shall ensure without charges any authorization for entering or leaving the country that would be required by Singapore regulations.

Annex V

FRENCH-SINGAPORE INSTITUTE

COLOMBO PLAN TECHNICAL CO-OPERATION SCHEME

I. BOARD AND LODGINGA. Facilities provided and allowances payable during period of assignment in Singapore. (All money is expressed in Singapore dollars).1. Housing and Living Allowance Payable to the Officer

No quarters will be provided but a Housing and Living Allowance at the following rates will be paid. The officer is required to find his own accommodation (assistance would be given to locate suitable accommodation and where Government Quarters are allocated rental would be at economical rates) :

Single Officer	- \$ 800/- per month
Officer accompanied by wife only	- \$1,150/- per month
Officer accompanied by wife and child or children	- \$1,600/- per month
(A child is defined as being 18 years of age and below).	

2) Telephones

Telephones will not be provided but arrangement for telephones could be made on request. The installation and subscription charges will have to be met by the expert, and charges incurred on his behalf will be deducted from his allowance.

3) Refrigerators

Refrigerators will not be supplied, but an interest free loan will be provided if required to enable the expert to purchase one. The loan will have to be repaid by deduction from his monthly allowance and in full before the expert leaves Singapore.

B. Allowances payable when accommodated in hotels.

When an expert is accommodated in a hotel, an allowance at the following rates will be paid to him, in addition to the Housing and Living Allowance, for the first 5 (five) days on arrival and for the last 5 (five) days prior to departure:

Single Officer	- \$ 30/- per day
Officer accompanied by wife only	- \$ 45/- per day
Officer accompanied by wife and child or children	- \$ 75/- per day

II. OTHER TERMS ACCORDED BY THE SINGAPORE GOVERNMENT

1) Transport

The Singapore Government will provide an interest-free loan up to \$4,000/- if the period of assignment is between 6 months and 1 year and \$6,500/- if the period exceeds 1 year for the purchase of a car. This loan will have to be repaid by deduction from his monthly allowance and in full before the expert leaves Singapore. Mileage allowance is not payable for journeys between residence and office, and for journeys on official duty, rates as applicable to Singapore Government officers of equal status should apply. Under the existing Motor Vehicles Rules, left hand driven vehicles are not registrable in Singapore.

Travel by train or by air will be under the same conditions as for a Government Officer of similar status.

2) Leave

a) Local leave at the rate of 14 days a year will be granted, and may be accumulated throughout the expert's tour. Although there should be no restriction on the number of days leave that may be taken at any one time, subject of course to the expert's entitlement, all local leave should be taken within the period of the expert's service in Singapore. Local leave may be taken outside Singapore and local living allowance may be paid during periods of local leave. It will not normally be permitted, however, for an expert to take accumulated leave immediately prior to departure, thus in effect bring forward his date of departure.

b) An expert who is attached to an educational institution which provides definite periods of school holidays or vacation will not be eligible for the local leave described in a) above. He may, however, be permitted to be absent from duty during the periods of vacation if the head of the institution to which he is attached is satisfied that his services are not required during the vacation. Such absence may be spent within or outside Singapore (other than in his own country) and living allowance will continue to be paid during such absence. An expert attached to an education institution may also be granted a maximum of 5 days emergency leave in any calendar year should he require such leave to attend to urgent private affairs during term-time. This emergency leave cannot be carried forward from one calendar year to the next.

3) Subsistence Allowance

a) When on tour away from his headquarters an expert will be entitled to draw subsistence allowance at the rate of \$10/- a night or actual basis hotel expenses.

b) An expert on tour whose duties require him to remain continuously away from his headquarters station for a period of more than ten

but less than twenty-four hours is entitled to a day allowance which will originally be at half the rates approved for subsistence allowance. In special cases the full rate for a subsistence allowance may be paid.

c) An expert on tour required to remain continuously away from his headquarters for a period exceeding twenty-four hours is eligible in addition to subsistence allowance to one day allowance in respect of any balance period of ten hours or more for which no subsistence allowance is claimed, a subsistence being reckoned as covering subsistence for a period of twenty-four hours.

4) Medical Attention

During tours of duty, experts and their families will be eligible for free medical (but not dental) attention in a Government hospital. A nominal charge will be made to cover the cost of food supplied in hospital.
