

No. 26938

**FRANCE
and
SINGAPORE**

**Memorandum of Understanding for the continuation of the
French-Singapore Institute (with annexes). Signed at
Singapore on 20 January 1989**

Authentic texts: French and English.

Registered by France on 28 November 1989.

**FRANCE
et
SINGAPOUR**

Accord relatif au fonctionnement de l'Institut franco-singapourien (avec annexes). Signé à Singapour le 20 janvier 1989

Textes authentiques : français et anglais.

Enregistré par la France le 28 novembre 1989.

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

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

The two parties agree that

Article 1

The French-Singapore Institute of Electrotechnology shall be henceforth known as the French-Singapore Institute.

In this Memorandum it 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 industrial electronics, factory automation and industrial computing. 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 a two-year training for students holding “A” level qualifications and a three-year training 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 to be introduced, and will be for students as defined in Annex II.

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 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, who will provide them with jobs relevant to their training.

4) Technical French language is one of the obligatory 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 600 students for the Diploma Course and for the Advanced Diploma Course.

¹ Came into force on 20 January 1989 by signature, in accordance with article 11.

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

c) The 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 conditions 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) Secondment of a French Director of the Institute throughout the co-operation period.

e) Full-time secondment of four French experts including the Head of the French Language Department, who must be French.

f) Short secondments of experts according to the needs of the Institute. The number and duration of these secondments will be decided annually within the terms of this Memorandum based on a report by the Director of the Institute. The seconded experts will be chosen in conjunction with the companies concerned. The companies will finance part or all of the secondments.

A-2) The financial contribution of the French Party:

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

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

c) The remuneration of the French experts mentioned in Article A.1.f, throughout the duration of this co-operation in conjunction 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 in the framework of the mission regulated by this Memorandum.

B-2) The curriculum vitae of the four 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 French experts in relation to their work at the Institute, in accordance with the current Singapore regulations.

d) The housing allowances of the Director and the French experts (as described in Article 5.A.1.d and 5.A.1.e) as well as the various advantages 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 of the Institute and the remuneration of 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 up-grading 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 have the benefits described in Annexes IV and V during their stay in Singapore.

Article 8

1) 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 (CCIP) and the Federation of Electrical and Electronic Industries (FIEE).

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 on the date of the signing 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.

DONE in Singapore on the 20 January 1989 in duplicate, in the French and English languages, both texts being equally authentic.

For the Government
of the Republic of France:

[Signed]

MONSIEUR FREDERIC GRASSET
Ambassadeur de France
à Singapour

For the Government
of the Republic of Singapore:

[Signed]

MR. PHILIP YEO LIAT KOK
Chairman
Economic Development Board