

MEMORANDUM OF AGREEMENT

between

THE GOVERNMENT OF NAMIBIA

and

THE GOVERNMENT OF FRANCE

incorporating Articles of Association of the
Franco-Namibian Cultural Centre



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The Government of the Republic of Namibia and the Government of the Republic of France,

RECOGNIZING that cultural cooperation between their countries should be strengthened ;

AGREE as follows :

ARTICLE 1

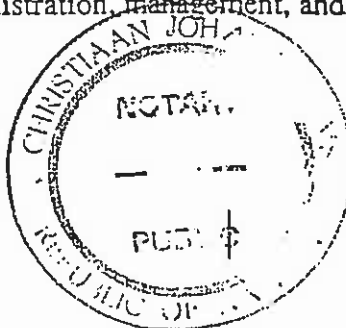
The Government of the Republic of Namibia and the Government of the Republic of France agree that a Franco-Namibian Cultural Centre (hereinafter referred to as "CULTURAL CENTRE"), be established, the head office of which shall be situated at Windhoek.

ARTICLE 2

- 2.1 The Cultural Centre's mission shall be to intensify the cultural cooperation between Namibia and France. It offers French language cultural activities by making available a public library and periodicals, by organizing French language courses, lectures, meetings, film or video shows, theatre plays and exhibitions.
- 2.2 It shall contribute to Namibian cultural identity being spread and developed, more particularly by lending support, through its equipment and know-how, to Namibian artists and performers as well as Namibian cultural associations and institutions.

ARTICLE 3

The Cultural Centre is a body corporate of financial autonomy in accordance with the law of Namibia. Its administration, management, and executive control shall be safeguarded by :



3.1 a joint/...

- 3.1 a joint Franco-Namibian Board of Trustees
- 3.2 a Director, duly assisted by the necessary staff.

ARTICLE 4

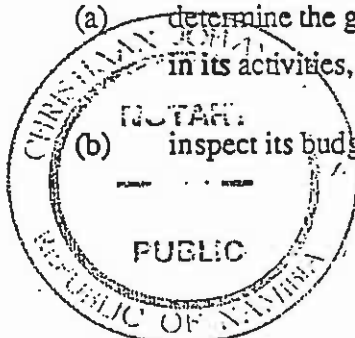
- 4.1 The board of Trustees shall consist of twelve Trustees, six of whom shall be nominated by the Government of the Republic of Namibia, and the other six by the Government of the Republic of France, with special regard to their being usually resident within Namibia, as well as their special qualifications.
- 4.2 The trustees shall be nominated for a period of one year, which period may be renewed.
- 4.3 The Trustees' functions shall be rendered free of charge.

ARTICLE 5

- 5.1 The board of Trustees shall hold its first meeting under the chairmanship of the member who is most senior in years, and shall proceed to elect its executive committee consisting of :
 - A President
 - A Vice-President, and
 - A Secretary
- 5.2 Subsequently, the Board of Trustees shall meet whenever a meeting is required, but at least twice per annum. The executive committee members shall be elected for a period of one year, which period may be extended.

ARTICLE 6

- 6.1 The board of Trustees shall
 - (a) determine the general guidelines to be followed by the institution in its activities,
 - (b) inspect its budget for approval, and
 - (c) inspect, at/...



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(c) inspect, at the year's end, the business management by the Director.

6.2 For this purpose, it shall appoint an auditor to draw up a financial statement of the institution's affairs, who shall then submit it the Board of Trustees for approval. The office of auditor may be held by a member of the Board of Trustees or, this failing, by a firm of chartered accountants/auditors practising in Windhoek, to be indicated by the Board of Trustees and remunerated out of the institution's budget.

ARTICLE 7

The Director of the Cultural Centre shall be nominated by the French Government after his nomination has been approved by the Namibian authorities. The Director shall represent the Cultural Centre :

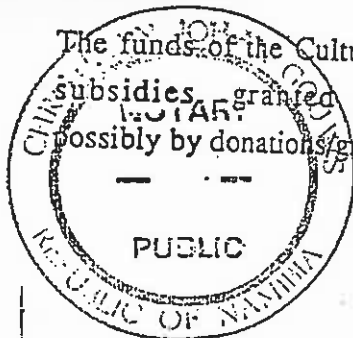
- (a) stimulates the Centre's activities,
- (b) ensures fulfilment of the budget,
- (c) supervise the staff and manage assets belonging to the institution, and
- (d) appoint staff members subject to the Board of Trustees' approval and budgetary limits.

ARTICLE 8

- 8.1 Namibian staff members shall be subject to Namibian law, more particularly regarding social deductions and applicable labour law.
- 8.2 French staff members shall be regulated by the cooperation agreements.

ARTICLE 9

9.1 The funds of the Cultural Centre shall come from its activities, by subsidies granted by the Republic of France, and possibly by donations, grants and bequests.



9.2 The Cultural/...

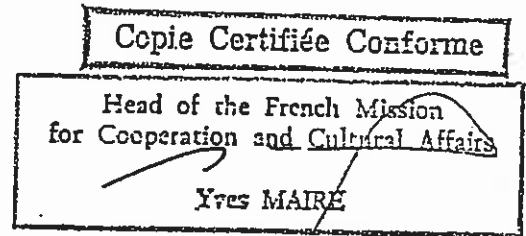
9.2 The Cultural Centre enjoys tax and customs exemptions in respect of goods imported by it, required in order for it to function .

ARTICLE 10


- 10.1 In the event of the Cultural Centre being dissolved as a result of either party hereto giving the other party notice of termination of this Agreement, each party's claims regarding movable assets shall be determined, after settlement of liabilities, by mutual agreement in terms of and according to the respective contributions made by the parties.
- 10.2 The Republic of Namibia shall become the owner of any immovable property subject to Treasury approval

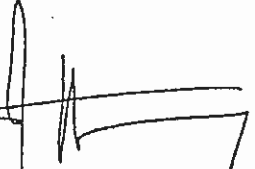
ARTICLE 11

This Agreement shall come into force on the date of signature, and it shall remain in force for a period of five years, to be renewed by tacit mutual understanding. It may be terminated by either party by six months' prior notice.



DONE at WINDHOEK, this 31 JUL 1991 day of 1991 in four original texts, two of which in English and two of which in French, both texts being equally authentic.


for THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA


for THE GOVERNMENT OF THE REPUBLIC OF FRANCE

Mr Buddy WENTWORTH
Deputy Minister of the Ministry of EDUCATION AND Culture

Mr Alain DEMENTHON
Ambassador of France in Namibia

