

**No. 10668**

---

**FRANCE  
and  
COSTA RICA**

**Exchange of letters constituting an agreement concerning  
the status of the Franco-Costa Rican Lycée at San José  
(with annexes and exchange of notes). San José,  
30 November 1967**

*Authentic texts: French and Spanish.*

*Registered by France on 14 August 1970.*

---

**FRANCE  
et  
COSTA RICA**

**Échange de lettres constituant un accord relatif au statut du  
lycée franco-costa-ricien de San José (avec annexes et  
échange de notes). San José, 30 novembre 1967**

*Textes authentiques : français et espagnol.*

*Enregistré par la France le 14 août 1970.*

[TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF COSTA RICA CONCERNING THE STATUS OF THE FRANCO-COSTA RICAN LYCÉE AT SAN JOSÉ

I

FRENCH EMBASSY TO COSTA RICA

San José, 30 November 1967

No. 62/RE

Sir,

I have the honour to inform you that, following the conversation held between the French Embassy and the Government of the Republic of Costa Rica with a view to establishing a Franco-Costa Rican secondary school, my Government is in agreement with the provisions governing the status of the establishment as set forth in the following articles:

*Preamble*

The Government of the French Republic and the Government of the Republic of Costa Rica, guided by the friendship that exists between the two countries and considering that this friendship can only be strengthened and deepened by a joint effort in support of Latin culture, a precious heritage shared by the French and the Costa Rican peoples, have decided to co-operate, each in its own way, in the founding of a Franco-Costa Rican secondary school at San José, Costa Rica.

For this purpose, the two Governments have agreed that the status of the establishment shall be governed by the provisions set forth below.

These provisions could subsequently form an annex to a general agreement on cultural and technical co-operation between France and Costa Rica.

<sup>1</sup> Came into force on 30 November 1967 by the exchange of the said letters.

*Article 1*

The purpose of the new secondary school, hereinafter referred to as “the Franco-Costa Rican Lycée”, shall be to provide students with a high-level bilingual education so as to enable them, upon obtaining the requisite certificates, to continue their higher education either in France or in Costa Rica.

*Article 2*

The Franco-Costa Rican Lycée shall be administered by the Franco-Costa Rican Teaching Association, which is governed by Costa Rican law and whose by-laws are annexed to this exchange of letters.

*Article 3*

The French Government shall co-operate at the pedagogical level by contributing appropriate teaching materials (equipment, laboratories, textbooks) and by making available free of charge to the Franco-Costa Rican Teaching Association a number of teachers who shall provide instruction in French (French language, literary and scientific subjects) and be part of the teaching staff of the Franco-Costa Rican Lycée.

*Article 4*

For its part, the Costa Rican Government shall make available free of charge to the Franco-Costa Rican Teaching Association a number of teachers who shall provide instruction in Spanish and in living languages other than French.

It shall also make available to the Franco-Costa Rican Teaching Association the material and financial assistance required for the physical installation (premises and general facilities) and administration of the Franco-Costa Rican Lycée.

*Article 5*

The Director of the Franco-Costa Rican Lycée, who shall be of French nationality, shall be the executing agent of the Franco-Costa Rican Teaching Association in all matters relating to the management and administration of the Franco-Costa Rican Lycée.

He shall have authority in all matters relating to the management and administration of the Franco-Costa Rican Lycée.

He shall have authority over the teaching, administrative and domestic staff of the Franco-Costa Rican Lycée and over the student body.

*Article 6*

The Minister of Education of the Costa Rican Government and the French Ambassador to Costa Rica may be represented, when they do not attend in person, at meetings of the General Assembly and Governing Board of the Franco-Costa Rican Teaching Association.

*Article 7*

Admission to the Franco-Costa Rican Lycée shall in principle be open to all Costa Rican students of both sexes who have obtained the elementary school leaving certificate.

However, since the number of openings is necessarily limited, candidates shall be selected on the basis of the marks they have received during their last year of elementary school and, where appropriate, of any other consideration that may be deemed relevant.

This process of selection shall be carried out by a Franco-Costa Rican Mixed Commission appointed jointly by the Ministry of Education and the French Embassy at San José.

Decisions taken by this Mixed Commission shall be final.

*Article 8*

To the extent that places are available, the Franco-Costa Rican Lycée shall be open to all French students residing in Costa Rica who meet the requirements for admission to a French secondary school.

To the extent that places are available the Franco-Costa Rican Lycée may also admit a number of students of neither Costa Rican nor French nationality, residing in Costa Rica and selected on the basis of their level of education by the Mixed Commission referred to in article 7.

*Article 9*

Students of the Franco-Costa Rican Lycée may contribute to the operating expenses of the Lycée. The Association of the Franco-Costa Rican Lycée shall be responsible for administering those funds.

In order to qualify for admission to the Franco-Costa Rican Lycée, a student must demonstrate a sufficient knowledge of French to be able to follow courses in that language from his first year in school.

Students may be transferred from other schools to the Franco-Costa Rican Lycée provided they pass the required examinations and possess the necessary qualifications for admission to any grade.

Similarly, students of the Lycée may be transferred to other educational institutions provided they pass the required examinations and possess the necessary qualifications.

#### Article 10

A preparatory course in French for pupils in their sixth year of elementary school who wish to enter the Franco-Costa Rican Lycée shall be organized each year with the assistance of the Franco-Costa Rican Cultural Alliance.

The pupils admitted to this course shall be selected by the Mixed Commission referred to in article 7.

Furthermore, the marks received by pupils during this course shall be taken into consideration by the Mixed Commission in its final decision concerning the candidates to be admitted to the Franco-Costa Rican Lycée.

#### Article 11

The curricula and programmes of the Franco-Costa Rican Lycée are annexed to this exchange of letters and must be approved by the Board of Education (*Consejo Superior de Educación*) of the Republic of Costa Rica. Any subsequent modification shall be made by agreement between the parties in an exchange of letters.

#### Article 12

The Franco-Costa Rican Lycée shall begin its first year of secondary education in March 1968. The second year shall begin in 1969, the third in 1970, the fourth in 1971 and the fifth in 1972.

#### Article 13

Students who have successfully completed the five-year cycle of studies in accordance with the programmes referred to in article 11 may sit for the Costa Rican *baccalauréat* under the same conditions as students in other secondary schools in the country.

#### Article 14

If, after having successfully completed the cycle of studies in accordance with the programmes referred to in article 11, a sufficient number of students wish to obtain the French *baccalauréat* certificate, the Franco-Costa Rican Lycée shall offer them two additional years of study, after

which they shall be entitled to sit for the French *baccalauréat* examination at the Lycée.

*Article 15*

All teaching materials and cultural articles for the Franco-Costa Rican Lycée supplied by the French Government in accordance with article 3 above may, under Costa Rican legislation, be imported into Costa Rica free of all duties and taxes.

*Article 16*

The present provisions shall remain in force indefinitely. They may, however, be denounced at any time by either party on not less than one full school year's notice.

*Article 17*

The present exchange of letters and the documents annexed thereto may be modified at any time by agreement between the parties in an exchange of letters, particularly as regards changes in the Costa Rican or French curricula.

I have the honour to request you to confirm that the Government of the Republic of Costa Rica is in agreement with the status of the Franco-Costa Rican Lycée as defined in this exchange of letters.

Accept, Sir, etc.

MAURICE MARIE PERRIN  
Ambassador of France

His Excellency Fernando Lara Bustamante  
Minister for Foreign Affairs and Worship  
San José

ANNEX I

BY-LAWS OF THE FRANCO-COSTA RICAN TEACHING ASSOCIATION

At a meeting held in San José, on .....  
Mr. .... and Mr. ....  
constituted an association in accordance with law number two hundred and eighteen of August nineteen thirty-nine, established on the following basis:

*First.* The Association shall be known as the Franco-Costa Rican Teaching Association.

*Second.* Its legal domicile shall be the city of San José.

*Third.* The purpose of the Association shall be to establish elementary, secondary and specialized education centres as appropriate and in accordance with the functions conferred upon it, to participate in the implementation of the agreement concluded by an exchange of letters on 30 November 1967 between the Government of the Republic of Costa Rica and the French Government with a view to establishing the Franco-Costa Rican Lycée.

*Fourth.* Membership in the Association shall be subject to the following conditions: candidates for membership must submit applications in writing to the Governing Board, which may accept or reject them within 15 days of their submission. The decision of the Governing Board shall be final. The Governing Board may allow persons who are not members of the Association to participate and collaborate in the latter's activities.

*Fifth.* An associate shall cease to be a member of the Association in the event of his resignation, death, or expulsion by the Governing Board. In the latter case, the associate may, within 15 days, appeal to the General Assembly, which shall take the final decision in the matter by a simple majority.

*Sixth.* Associates shall be entitled to attend meetings of the General Assembly with the right to speak and the right to vote and to be elected as members of the Governing Board.

*Seventh.* Associates shall be required to pay the dues established for associates and to carry out faithfully the duties they assume as members of the Governing Board.

*Eighth.* The resources of the Association shall be constituted as follows: (a) the monthly dues of the associates; (b) the contributions and donations of the Costa Rican and French Governments, in accordance with the exchange of letters referred to in article THREE; (c) any other contributions it may receive.

*Ninth.* The Governing Board shall determine the admission fee and periodic dues.

*Tenth.* The organs of the Association shall be the General Assembly of associates and the Governing Board.

*Eleventh.* The General Assembly shall meet in ordinary session once a year during the first two weeks of March.

*Twelfth.* The General Assembly shall have the following functions: (a) to elect the members on the Governing Board each year; (b) to take note of, approve or disapprove, as appropriate, the annual report of the Governing Board; (c) to hear appeals against decisions of the Governing Board.

*Thirteenth.* The General Assembly shall meet in extraordinary session when convened by the President and shall deal solely with the matters referred to in the notice of the meeting.

*Fourteenth.* If less than half the associates are present at the time indicated in the notice of an ordinary or extraordinary meeting of the General Assembly, the meeting shall not be held until there is a quorum consisting of a quarter of the membership plus one; if there are not enough members present to constitute this

quorum, the Assembly shall be reconvened half an hour later, irrespective of the number of associates present.

*Fifteenth.* The Governing Board shall consist of seven members: a chairman, vice-chairman, secretary, treasurer, finance officer and two members; they shall be elected for a period of one year and may be re-elected indefinitely. The Minister for Public Education and the head of the French Diplomatic Mission in Costa Rica shall be *ex officio* honorary chairmen with the right to speak and the right to vote.

*Sixteenth.* The Governing Board shall have the following functions: (a) to conduct the activities of the Association in the most suitable manner to achieve the aims of the Association and to administer the Franco-Costa Rican Lycée, any other institutions for which the Association may assume responsibility and all its assets; (b) to make an annual report to the General Assembly on the activities of the Association.

*Seventeenth.* Resolutions of the General Assembly and the Governing Board shall be adopted by simple majority, including the votes of the two honorary chairmen or their representatives.

*Eighteenth.* The Governing Board shall meet on the first and third Monday of each month.

*Nineteenth.* The President of the Association shall be its legal representative and, in accordance with article one thousand two hundred and twenty-five of the Civil Code, shall serve as its general agent.

*Twentieth.* The Association may be dissolved by a decision adopted by a three-quarters majority of the associates present at a meeting of the General Assembly specifically convened for that purpose, including the votes of the two honorary chairmen or their representatives.

*Twenty-first.* Should the Association cease to exist, its assets shall be distributed in the following manner:

(1) The French and Costa Rican Governments shall have first claim to: (a) any assets that they have donated to the Association and that are still in the latter's possession or, if necessary, their exchange value; (b) any contribution they may have made to the Association. The assets thus transferred shall be distributed to the two Governments in proportion to the donation and contributions each has made, not exceeding the total capital of the Association.

(2) Once the transfers referred to in the preceding paragraph have been made, other institutions, legal or private persons shall be reimbursed in an amount equivalent to any contributions they may have made to the Association, or to a proportion thereof in the event that it should be impossible to reimburse them *in toto*.

(3) The balance shall be distributed proportionately among the associates.

*Twenty-second.* In the event that the assets of the Association should be liquidated, the General Assembly shall appoint an executor who shall be responsible for carrying out the liquidation and shall have all the powers of a general agent.



## ANNEX II

## CURRICULA OF THE FRANCO-COSTA RICAN LYCÉE

1. The curricula of the Franco-Costa Rican Lycée shall be based on those in use in France, with the addition of subjects that are peculiar to Costa Rican teaching programmes.
2. All courses in the French curriculum shall be given in French by French teachers.
3. Subjects that are peculiar to Costa Rican teaching programmes shall be taught in Spanish by Costa Rican teachers.
4. Only the syllabi of the sixth grades and fifth grades (first and second Costa Rican grades) have so far been drawn up in detail, since it was considered premature to establish those of the higher grades.

*Sixth Grade (Costa Rican First Grade)**Preamble*

The two parallel classes shall initially be considered as two conventional sixth-grade classes; the possibility of creating a modern sixth-grade class will be considered only when the Latin course begins at the start of the second term if a substantial number of students are found to be considerably behind in their mastery of the first term's work.

<i>Subject</i>	<i>First term</i>	<i>Second and third terms</i>	
		<i>Conventional section</i>	<i>Future modern section</i>
Mathematics . . . . .	3 hours	3 hours	3 hours
Observational sciences . . . . .	1 1/2 hours	1 1/2 hours	1 1/2 hours
History and geography . . . . .	2 1/2 hours	2 1/2 hours	2 1/2 hours
Scientific experiments . . . . .	1 hour		1 hour
Costa Rican geography, history and civics . . . . .	2 hours	2 hours	2 hours
French . . . . .	2 hours	4 hours	8 hours
Latin . . . . .		5 hours	
Spanish . . . . .	3 hours	3 hours	3 hours
Drawing . . . . .	1 hour	1 hour	1 hour
Music appreciation . . . . .	1 hour	1 hour	1 hour
Physical education . . . . .	2 hours	2 hours	2 hours
	<u>24 hours</u>	<u>25 hours</u>	<u>25 hours</u>

## Fifth Grade (Costa Rican Second Grade)

Subject	By term	
	Conventional section	Future modern section
Mathematics .....	3 hours	3 hours
Observational sciences .....	1 1/2 hours	1 1/2 hours
History and geography .....	2 1/2 hours	2 1/2 hours
Scientific experiments .....		1 hour
Costa Rican geography, history and civics .....	2 hours	2 hours
French .....	4 hours	8 hours
Latin .....	5 hours	
Spanish .....	3 hours	3 hours
Drawing .....	1 hour	1 hour
Music appreciation .....	1 hour	1 hour
Physical education .....	2 hours	2 hours
	25 hours	25 hours

## OBSERVATIONS

1. It would be advisable for teachers of Costa Rica subjects to have some knowledge of French.

2. The duration of classes shall be 60 minutes.

3. In principle, the schedule of classes, consisting of two half days, shall be as follows:

Morning from 7.30 a.m. to 11 a.m.  
 Afternoon from 1.30 p.m. to 5 p.m.

4. There shall be a 10-minute interval between each class which shall be extended to a recess of 20 minutes between the second and third class; consequently, classes will be held at the following times:

Morning from 7.30 a.m. to 8.30 a.m.  
 from 8.40 a.m. to 9.40 a.m.  
 from 10 a.m. to 11 a.m.  
 Afternoon from 1.30 p.m. to 2.30 p.m.  
 from 2.40 p.m. to 3.40 p.m.  
 from 4 p.m. to 5 p.m.

5. In arranging the schedule of classes, it would be advisable to distribute classroom hours over Monday, Tuesday, Thursday and Friday, the whole of Wednesday being set aside for such activities as drawing, music appreciation, physical education and possibly special coaching in French both for students who are behind and, beginning with the second term, for conventional students so that they can partially make up for the reduction in the number of classroom hours in French resulting from the introduction of Latin.

## II

REPUBLIC OF COSTA RICA  
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

General Administration of Foreign Affairs

San José, 30 November 1967

No. 53335-AE

Sir,

I have the pleasure to refer to your communication No. 62/RE of today's date, reading as follows:

[See letter I]

I have the honour to confirm that the Government of the Republic of Costa Rica is in agreement with the provisions of the above communication.

I avail myself of this opportunity, etc.

[Signed]

FERNANDO LARA

Minister for Foreign Affairs

His Excellency Maurice Perrin  
Ambassador of France  
San José

## EXCHANGE OF NOTES

## I

## FRENCH EMBASSY IN COSTA RICA

No. 64/RE

The French Embassy in Costa Rica presents its compliments to the Ministry of Foreign Affairs and Worship and has the honour to refer to the exchange of letters which will take place on 30 November 1967 concerning the establishment of a Franco-Costa Rican Lycée.

The Director and the first group of teachers of the institution, as well as the required teaching materials, will be arriving in Costa Rica in the next few months.

Conversations between the officials of the two Governments have indicated the need to conclude a Technical Co-operation Agreement between the two parties. In the meantime, pending the determination of their status, the teaching personnel sent by the French Government may, provisionally and exceptionally, be assimilated to the French Diplomatic Mission to Costa Rica in accordance with established practice. The teaching materials may also be provisionally deposited with the Mission.

The French Embassy wishes to know whether the Government of Costa Rica is in agreement with this procedure, which will greatly facilitate the implementation of the Agreement and enable the Lycée to function immediately.

The French Embassy avails itself of this opportunity, etc.

San José, 30 November 1967

Ministry of Foreign Affairs and Worship  
San José

## II

REPUBLIC OF COSTA RICA  
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

General Administration of Foreign Affairs

No. 53353-AE

The Ministry of Foreign Affairs and Worship presents its compliments to the French Embassy and has the honour to refer to the exchange of letters of 30 November 1967 concerning the establishment of a Franco-Costa Rican Lycée.

The Costa Rican Government, following the conversations held between officials of the two parties, agrees that it is necessary to conclude a Technical Co-operation Agreement between the two Governments and that, in the meantime, pending the determination of their status, the teaching personnel sent by the French Government can be assimilated to the French Diplomatic Mission to Costa Rica in accordance with established practice. The teaching materials may also be provisionally deposited with that Mission.

The Ministry of Foreign Affairs and Worship avails itself of this opportunity, etc.

San José, 30 November 1967

French Embassy  
San José