



Morocco No. 1 (2019)

# Agreement

between the Government of the United Kingdom of Great Britain and  
Northern Ireland and the Government of the Kingdom of Morocco  
regarding the System of British Schools in Morocco

London, 5 July, 2018

[The Agreement is not in force]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
March 2019*



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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED  
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE  
GOVERNMENT OF THE KINGDOM OF MOROCCO REGARDING THE  
SYSTEM OF BRITISH SCHOOLS IN MOROCCO**

The Government of the United Kingdom of Great Britain and Northern Ireland, represented by the Embassy of the United Kingdom in Rabat, and the Government of the Kingdom of Morocco, represented by the Ministry of Foreign Affairs and International Cooperation (the “Parties”);

Acknowledging the longstanding excellent relationship between the two countries, and noting the importance of education in national development;

Wishing to promote better understanding between the people of the United Kingdom and the people of the Kingdom of Morocco through promoting the culture and language of the two countries;

Believing that the expansion of mutually beneficial cooperation in the field of education will facilitate the achievement of these aims; and

Wishing to strengthen the links already existing between the education communities in both countries through the establishment of British schools in the Kingdom of Morocco.

In accordance with the Cultural Agreement signed between the Kingdom of Morocco and the United Kingdom on 27th October 1980;

Have agreed as follows:

ARTICLE 1

1. The objective of this Agreement is to determine the provisions governing the founding, opening and functioning of British schools in Morocco.
2. This Agreement is concluded on an exceptional basis with regard to the excellent state of the relationship existing between the two countries.
3. In accordance with the provisions of this Agreement, British schools will operate with respect for the laws and regulations in force in Morocco.

## ARTICLE 2

1. Under this Agreement, a British school in Morocco means a primary and secondary educational institution, that: (i) provides an educational program in accordance with the British model of education (ii) is already certifiably recognised by the UK Department for Education (iii) is listed by its name and address in Annex 1 to this Agreement, which is entitled “List of British Schools recognised by the Embassy of the United Kingdom in Rabat and by the Ministry of Foreign Affairs and International Cooperation of the Government of Morocco, for operation in Morocco”.

2. Schools with religious vocation or affiliation are excluded from the scope of this Agreement.

3. With the understanding of both the Ministry of Foreign Affairs and International Cooperation of the Government of Morocco and the Embassy of the United Kingdom in Rabat, Annex 1 may be modified, either to include new schools, or to delete, permanently or temporarily, any British school which no longer meets the required criteria. Such modification will be effected by an exchange of written diplomatic notes between the Ministry of Foreign Affairs and International Cooperation of the Government of Morocco and the Embassy of the United Kingdom in Rabat.

4. The establishment of any new British school in Morocco, or the opening of a branch of a British school which exists in Morocco and is listed in Annex 1, can take place only pursuant to an exchange of diplomatic notes between the Ministry of Foreign Affairs and International Cooperation of the Government of Morocco and the Embassy of the United Kingdom in Rabat. Any such exchange of notes will (i) confirm that the provision stated in Article 2 (1) above are met, (ii) acknowledge a formal commitment of the institution to comply with the provisions of this Agreement, and (iii) request the listing of the school in question in Annex 1 mentioned above.

## ARTICLE 3

1. The British schools’ facilities must comply with the safety and hygiene regulations prescribed by the Moroccan legislation.

2. The British schools are administered by their respective Boards of Directors.

3. The Boards of Directors and administrations of the British schools will cooperate with the competent Moroccan educational authorities.

4. The Embassy of the United Kingdom in Rabat will meet annually with the Boards of Directors of each school.

5. Qualifications awarded by the British schools which are recognised by UK NARIC as comparable to UK 'A' Levels or GCSE qualifications, will be recognised by Morocco in conformity with the provisions of the regulations of Morocco currently in force.

6. Children of the British diplomatic community will have priority in attending these schools.

7. These schools are also open to Moroccan pupils, as well as to the children of third country nationals temporarily or permanently residing in Morocco.

8. Admission will be granted according to regulations defined by the British schools' respective Boards of Directors.

#### ARTICLE 4

The temporary or definitive closure of a British school, whether decided by the administrators of that school or as set out in Article 2(3), will become effective at the end of the school year following the relevant decision, except in case of force majeure.

#### ARTICLE 5

1. Each British school's calendar of holidays and summer vacations is set annually by its Board of Directors, taking into account religious and national holidays in Morocco.

2. This calendar of holidays will be conveyed to the appropriate Moroccan educational authorities.

#### ARTICLE 6

1. The British schools will provide an educational curriculum that conforms to English school standards in the field of education.

2. The educational curricula of these schools will include, on a uniform and comprehensive basis provided for all levels, an instructional component for Moroccan pupils, including those who have a dual nationality, in Arabic language and on Moroccan culture and history and geography of Morocco. Such programmes will be subject to coordination between the management of the British schools and the competent Moroccan educational authorities.

3. The classes described in Article 6(2) will be delivered by the Moroccan teachers who are subject to inspection by the aforesaid authorities.

4. Upon request, the British schools will provide the competent Moroccan authorities with a copy of the resumes of teachers employed to teach the subjects mentioned in paragraph 6(2) above.

5. At the request of the Moroccan authorities, the British schools will provide information on the United Kingdom curricula provided in these schools.

#### ARTICLE 7

1. The British schools may recruit teaching and administrative staff depending on the needs of the schools and according to qualification criteria specified separately by the Board of Directors of each British school.

2. Salaries and benefits of teaching and administrative staff will be exclusively charged to each school's budget.

#### ARTICLE 8

1. Enrolment fees and tuition at the British schools are set by their respective Board of Directors.

2. These fees are payable in Dirham by Moroccan nationals and by foreign nationals permanently resident in Morocco.

3. These schools' Board of Directors will determine the conditions of payment for British nationals and other foreign nationals, including diplomatic and consular personnel, temporarily residing in Morocco.

#### ARTICLE 9

1. The British schools should file activity and financial records with the competent Moroccan authorities.

2. The British schools, as well as their staff who are not nationals or residents of Morocco, will be subject to taxes in conformity with the Moroccan tax legislation and the Double Tax Agreements in force in Morocco.

3. Payment of contributions to the Moroccan social security system apply to all the British schools.

## ARTICLE 10

1. Foreign employees of British schools recruited outside Morocco benefit, within a period of six months following the date beginning employment in Morocco, from duty free importation of household effects and furniture intended for personal use, for the whole duration of their employment contract with the school, in exception of VAT.
2. Appropriate residence and work permits will be delivered to the British schools' employees by the competent Moroccan authorities, in accordance with the Moroccan legislation in force, for the period of validity of their contract of employment with the schools.
3. Employees of British schools in Morocco benefit from the appropriate permissions to send their salaries back to their home country, subject to payment of taxes in conformity with the Moroccan tax legislation and the Double Tax Agreements in force in Morocco.

## ARTICLE 11

School supplies to be used directly by the British schools, of an educational, scientific and cultural character, consistent with the terms of the Agreement for Facilitating the International Circulation of Visual Auditory Materials of an Educational, Scientific and Cultural Character concluded in New York on July, 1949, to which Morocco and the United Kingdom are parties, will be imported exempt from the payment of customs duties and import taxes.

## ARTICLE 12

British schools will be expected to share expertise and resources, within reason, with the Moroccan state system, including the provision of training of teachers within the Moroccan state system and an agreed number of scholarships for children from low-income backgrounds.

## ARTICLE 13

On the basis of reciprocity, the same treatment accorded by the Moroccan government to British schools under this Agreement shall be granted by the British government to any similar Moroccan schools, based, under the same conditions, in England with full respect and compliance for UK national law relating to schools.

#### ARTICLE 14

Any difference of interpretation or application of the provisions in this Agreement will be resolved amicably between the Parties.

#### ARTICLE 15

1. This Agreement shall be applied provisionally from the date of its signature and shall enter into force on the date of receipt of the last notification by which one Party shall inform the other, through diplomatic channels, of the completion of the necessary procedures required for entry into force of this Agreement.
2. This Agreement will remain in effect for an indefinite period of time.
3. This Agreement may be amended by a joint decision of the Parties. Any amendments will enter into force in accordance with article 15 (1).
4. Either Party may, at any time, terminate this Agreement by written notification to the other Party through diplomatic channels. The termination will become effective two (2) years after the date of such notification.

In Witness whereof the undersigned being duly authorised thereto by their respective Governments, have signed this Agreement.

Done in duplicate at London this Fifth day of July 2018 in the English and Arabic languages, both texts being equally authentic.

**For the Government of the United Kingdom of Great Britain and Northern Ireland:      For the Government of the Kingdom of Morocco:**

**BORIS JOHNSON**

**NASSER BOURITA**



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