



Panama No. 1 (2017)

Agreement

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Panama for the Establishment and Functioning of Private International Schools of Excellence in the Republic of Panama

Panama City, 25 July 2017

[The Agreement is not in force]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
November 2017*



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ISBN 978-1-5286-0116-0

CCS111785958 11/17

Printed on paper containing 75% recycled fibre content minimum
Printed in the UK by the APS Group on behalf of the Controller of Her Majesty's Stationery Office

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE REPUBLIC OF PANAMA FOR THE
ESTABLISHMENT AND FUNCTIONING OF PRIVATE
INTERNATIONAL SCHOOLS OF EXCELLENCE IN THE REPUBLIC OF
PANAMA**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Panama, hereinafter “the Parties”,

Bearing in mind the existing bonds of friendship between the two countries, based on their culture and a renewed strengthening of their bilateral relations,

Considering that education has been recognised universally as a basic human right, upon which the sustainable development of individuals and societies depends,

Animated by the desire to conclude an Agreement for the establishment and operation of Private International Schools of Excellence of the United Kingdom of Great Britain and Northern Ireland in the Republic of Panama, and

Conscious that the implementation and development of these Private International Schools of Excellence in the Republic of Panama will contribute to Panama’s academic and national educational training, with innovative proposals of a high international academic standard, that can be developed through an educational offer that will allow students to acquire the necessary knowledge required in an increasingly competitive academic and working environment at national and international levels,

By which they have agreed on the following:

ARTICLE 1

The Parties agree to the establishment of Private International Schools of Excellence from the United Kingdom of Great Britain and Northern Ireland in the Republic of Panama.

ARTICLE 2

The establishment and functioning of the Private International Schools of Excellence from the United Kingdom of Great Britain and Northern Ireland in the Republic of Panama, aims to promote and strengthen educational cooperation, in order to contribute to national academic and educational training in Panama and create new opportunities for the delivery of a British education internationally.

ARTICLE 3

The Government of the Republic of Panama, through the Ministry of Education (“MEDUCA”) shall confer, at the request of the Government of the United Kingdom of Great Britain and Northern Ireland, the status of “Private International School of Excellence” and all the rights enshrined in this Agreement, to every school that fulfils the following commitments and requirements:

1. To provide to the students an education based upon the English National Curriculum in the English language, as well as training in Spanish and a third language;
2. To present duly translated into Spanish, authenticated or apostilled, the academic curriculum that will be applied in the Private International School of Excellence of the United Kingdom of Great Britain and Northern Ireland. The academic curriculum should meet the Standards for British Schools Overseas set by the Department for Education (“DfE”) of the United Kingdom of Great Britain and Northern Ireland;
3. To meet and maintain the Standards for British Schools Overseas set by the DfE of the United Kingdom of Great Britain and Northern Ireland, confirmed by an independent inspectorate approved by the DfE within three (3) years of the opening of the Private International School of Excellence;
4. To file with MEDUCA, before the date on which it has issued the resolution granting the certification as a “Private International School of Excellence”, a business plan outlining the planned investment in infrastructure, real estate, facilities, furniture and computer related equipment;
5. To grant at least one (1) full scholarship to Panamanian students of scarce resources at a ratio of one (1) for each one hundred (100) students enrolled in the Private International School of Excellence;
6. To provide technical educational cooperation programmes to MEDUCA with a view to providing training in best practice and methodology of teaching and languages to teachers of the public education system. The objectives, scope and duration of these programmes will be agreed between MEDUCA and the Private International School of Excellence;
7. To provide certification of at least one (1) associated school operating in a country other than the United Kingdom of Great Britain and Northern Ireland that has been certified by an independent inspectorate approved by the DfE to have met the Standards for British Schools Overseas;

8. To build its establishment in Panama in compliance with environmental regulations, planning, and other laws and regulations of the Republic of Panama and with the Standards for British Schools Overseas;

9. To provide, as part of its academic curriculum, the subjects of Spanish, History and Geography of Panama and civics, as directed by MEDUCA. These subjects will be taught by Panamanian teachers, using the texts for every school level approved by MEDUCA;

10. To perform weekly civic acts to honour the Flag, the National Anthem and the official national holidays, and participate, in the same way they are performed by other schools throughout the national territory of Panama, in the civic acts corresponding to the national holidays, according to the regulations of MEDUCA;

11. To present a copy of the academic credentials of each director and teacher, properly translated into Spanish and authenticated or apostilled, to demonstrate that said directors and teachers have the mastery and knowledge of the methods of teaching necessary to deliver the quality of education required by the Standards for British Schools Overseas.

ARTICLE 4

The academic degrees, certifications, and qualifications of the Principal Director and the teachers who are responsible for both the academic curriculum offered as well as the certification issued by the Private International School of Excellence, which have been granted and issued by universities and competent authorities of the United Kingdom of Great Britain and Northern Ireland, will not be required to go through processes of validation nor standardisation and will be accepted by MEDUCA, which will maintain a record and registry of each director and teacher in question.

ARTICLE 5

In the hiring of principals and teachers, the Private International Schools of Excellence will offer, in the first instance, the opportunity to all Panamanians having the professional training, profile and accreditation necessary to deliver the quality of education required by the Standards for British Schools Overseas established by the DfE.

ARTICLE 6

Foreign teachers and directors can only work in Private International Schools of Excellence of the United Kingdom of Great Britain and Northern Ireland that comply with this Agreement.

ARTICLE 7

MEDUCA will allow Private International Schools of Excellence to organise themselves and arrange their educational operations, through the implementation of academic calendars, academic periods, shifts and special schedules that are special for their educational activities in the most efficient manner, all of which will be duly notified and reported to MEDUCA when starting the operations of the campus. In the event of any change, the authorities of the Private International School of Excellence must notify MEDUCA prior to implementing the change.

ARTICLE 8

MEDUCA will supervise the operation of these Private International Schools of Excellence of the United Kingdom of Great Britain and Northern Ireland, with the purpose of ensuring that their operation conforms with the approved school organisation, for which it will take into consideration the reports and information prepared by the inspectors approved by the DfE, each time carrying out scheduled and planned inspections of said Schools. MEDUCA may request from the corresponding school authorities the reports and clarifications that it deems appropriate.

ARTICLE 9

The Parties agree that the Private International Schools of Excellence of the United Kingdom of Great Britain and Northern Ireland must maintain a Principal Director and a faculty comprised of education professionals, who are responsible for delivering the academic curriculum offered, with accreditations and certifications necessary to deliver the quality of education required by the Standards for British Schools Overseas.

ARTICLE 10

In those cases in which the Private International Schools of Excellence of the United Kingdom of Great Britain and Northern Ireland need to hire foreign teachers with the academic background and credentials necessary to deliver the quality of education required by the Standards for British Schools Overseas, the National Immigration Service of Panama will grant the residence permit requested, in accordance with existing immigration parameters established in the law.

ARTICLE 11

The Government of the Republic of Panama, in order to ensure the application of international standards, will allow the Private International Schools of Excellence of the United Kingdom of Great Britain and Northern Ireland, to recruit their teaching personnel among foreign nationals, who may apply for work permits under any category provided for in the existing labour legislation fulfilling all the established parameters. In case there is a need to hire a greater number of foreign staff, MEDUCA will make the recommendation required within 30 days to the Ministry of Labour and Labour Development, which shall decide in a like period.

ARTICLE 12

The Government of the Republic of Panama will allow the Private International Schools of Excellence of the United Kingdom of Great Britain and Northern Ireland to adjust their fees in an appropriate manner, to ensure their successful operation and to ensure compliance with the Standards for British Schools Overseas, which shall be notified to the parents and to MEDUCA six (6) months in advance.

ARTICLE 13

Any transfer or sale of a Private International School of Excellence covered by this Agreement shall be notified to MEDUCA thirty days after the transfer is finalised.

ARTICLE 14

1. Any dispute between a Private International School of Excellence of the United Kingdom of Great Britain and Northern Ireland, with MEDUCA, the National Migration Service of Panama, the Ministry of Labour and Labour Development or any other entity of the Government of the Republic of Panama as to the interpretation or application of their respective obligations under this Agreement shall be resolved by negotiation between them or if necessary determined by the courts of the Republic of Panama.

2. Once a dispute has been submitted to the courts of the Republic of Panama in accordance with Article 14.1, neither Party shall pursue the dispute through diplomatic channels unless the Private International School of Excellence of the United Kingdom of Great Britain and Northern Ireland or the Government of the Republic of Panama has failed to comply with any judgment or order of the courts of the Republic of Panama.

3. Any dispute between the Parties concerning the interpretation or application of this Agreement shall be resolved by means of negotiation. If it cannot thus be settled, it shall be resolved by conciliation or mediation, upon the request of either Party.

4. This Agreement shall not affect the Agreement between the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Panama for the Promotion and Protection of Investments, signed on 7 October 1983, or any other or multilateral treaty about matters in which both States are Parties.

ARTICLE 15

1. This Agreement shall enter in force on the date of the final communication through which the Parties communicate compliance with their respective requirements established for such end in their domestic legislation.

2. Either of the Parties may terminate the present Agreement, through written notification to the other, through diplomatic channels. Termination shall take effect six (6) months after the communication is received.

3. If the Agreement is terminated, any existing Private International Schools of Excellence of the United Kingdom of Great Britain and Northern Ireland shall be able to continue operating under the terms of the Agreement for a period of seven (7) years, whereupon they may continue to operate in accordance with the domestic legislation of the Republic of Panama.

IN WITNESS HEREOF, the undersigned sign this Agreement, in two (2) original copies, identical in English and Spanish, both with the same meaning and validity, and a single effect.

Signed in Panama City, Republic of Panama, on the twenty fifth day of the month of July of two thousand and seventeen (2017).

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

DR IAN COLLARD

**For the Government of the
Republic of Panama:**

LUIS MIGUEL HINCAPIE

CCS1117385958

978-1-5286-0116-0