

B R U M M A N A H I G H S C H O O L

AGREEMENT

On the 29th day of July 1985, an agreement was mutually made and entered into by and between:

The First Party: Quaker Peace and Service represented by
RALPH H. WADGE AND JEAN WADGE
having elected domicile at Brummana, herein-
after referred to as QPS

AND

The Second Party: Brummana High School Cultural Society, represented by AMINE M. DAOUK having elected domicile at Brummana High School, hereinafter referred to as the Society.

WITNESSETH

Whereas: QPS, which has strived for about 100 years to serve Lebanese Youth through education at the Brummana High School in the spirit of moral and ethical standards, freedom of belief and a liberal concept of education, and

Whereas: QPS thinks now that after the ten years of unfortunate troubles in the country, that the affairs of the school might be administered more efficiently from within Lebanon, and has therefore expressed willingness to see such management of the School with all Financial, Academic and Administrative responsibilities transferred, for a period, to a Lebanese entity, and

Whereas: The Society, which is non-profitmaking and non-political, formed in the purpose to operate Brummana High School, is willing and accepts to run the school for boys and girls of any nationality, race or religion along with the spirit of dedication and the conditions hereafter, and

Whereas: QPS, after taking cognisance of the Constitution and Bye-Laws of the Society, and on the basis of the spirit and tradition which has been persued by QPS, agrees to see the Society manage and administer the School, and

Jean Wadge
Ralph Wadge

Amine M. Daouk

Amine M. Daouk

Whereas: QPS, which is and remains the owner of the property at Brummana and Rumeih on which Brummana High School has traditionally operated, is willing to put at the disposal of the Society the plots of land and buildings only as mentioned in this agreement free of charge, in order to assist the Society in best achieving its Administrative and Educational tasks.

Now therefore, the parties have agreed to the following:

Article 1: The preamble is an integral part of the present agreement

Article 2: Both parties have agreed that this agreement period shall be fifteen years commencing at October 1st 1985

Article 3: The agreement shall apply to:

- a- The right in the administration of the School with all financial, academic and administrative responsibilities.
- b- The continuing use of the School's name
- c- The transfer from QPS to the Society of all relations with the employees, teachers + Students
- d- to plots of land and buildings on the official plans of Rumieh herewith listed: 1012 - 1016 - 1017 - 1018 and 1847 located at Brummana, 1308 - 1309 + 1310 - 1311 located at Rumieh; A separate inventory of contents has been taken.

Article 4: QPS has accepted that the use of the plots of land and buildings subject of this agreement, is made by the Society free of charge.

Article 5: The agreement shall not apply to the building known as the "Friends Meeting House", nor to rights of way to such building, nor to an area of land around the Meeting House extending to not more than 2 metres from the walls of the Meeting House

Article 6: The agreement shall also not apply to the plots of land or buildings thereon designated by the numbers 1214, 1215, 1216 located at Rumieh, and 1729 located at Brummana on the official plan of Brummana and Rumieh. The Society to have first option of buying if put up for sale.

Article 7: The Society undertakes to use the buildings and areas outlined on the sketch herewith attached, solely for educational purposes. Exceptions to the above concern special temporary agreements with a third party, which can be undertaken by the Society for the following purposes only:

- 1- On condition that any special temporary agreement is a minor part in comparison with the main educational work of the school.

John Waddy
Ralph Waddy

Frank



- 2- It is connected with educational purposes or needs of staff.
- 3- It is connected with the use of buildings or equipment in the long vacations.
- 4- It abides by the requirements of Articles 8,9 and 10 of this agreement.

Article 8: The Society undertakes not to exercise, to perform, to practice or drill any military or political activities; it shall not allow gambling, misuse of alcohol or drugs, and any immoral or illegal acts.

Article 9: The Society undertakes to ensure that any School Principal appointed by them shall not be, nor will become a practising member of a political party. Neither shall the school staff, students or Cultural Society members represent the school in any political activity.

Article 10: The Society covenants:

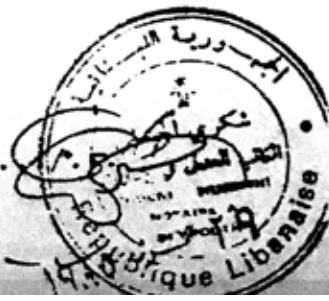
- a- Not to commit any act which is contrary to its Constitution.
- b- To fund the operation of the school from current revenue.
- c- Not to incur liabilities which in total amount at the end of the academic year to more than one half of the total fee income of the school in the previous academic year.
- d- To plan to operate Brummana High School for teaching purposes for no fewer than 150 days in one academic year.

Article 11: The Society relieves QPS of responsibility for any debts, liabilities or claims arising from staff employment during the period when QPS was employer at Brummana High School.

Article 12: The Society will, furthermore, and as from 1st October 1985 onwards, indemnify QPS and save it from any or all liability or claim arising out of or connected with the running and/or the administration of Brummana High School as from 1st October 1985.

dean reader
Ralph W. J.

Bank



Article 13: The Society undertakes to maintain staff indemnity monies which will be passed to it by QPS in blocked accounts in a mandated Bank for use of leaving payment indemnities only, as these become due. Any interest accruing will be retained in these blocked accounts.

The terms of the mandate, and the methods of operation of the above accounts are subject to a separate agreement.

Article 14: QPS hereby ensures that this agreement shall not be invalidated by any change of ownership of land during the said period of 15 years. At all events, QPS shall have to inform the Society of their intention to sell the property, subject of this agreement, giving one academic year's notice before signing any contract of sale, and giving the Society first option to buy.

Article 15: QPS undertakes that if it is their intention to sell the lands and buildings, subject of this agreement, and the Society can not take up their option to buy, QPS will use reasonable endeavours to find a purchaser wishing to continue to allow a School at Brummana.

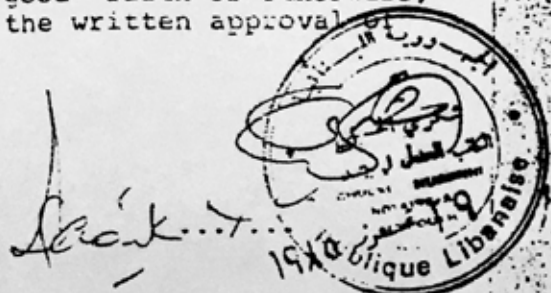
Article 16: Full insurance of land, property and contents will be the responsibility of the Society, insurance to include both accident and fabric.

Article 17: Neither QPS nor the Society will be held responsible under this agreement for repairing or restoring damage caused by war. Repair for such damage will be subject to separate negotiations between the parties of the agreement.

Article 18: The Society undertakes to keep the subject premises and contents well maintained, to repair any defect which may arise during the period to this agreement, and to deliver them up to QPS in good condition (subject to fair wear and tear) at the termination of this agreement. With respect to the above, the Society shall spend on aggregate at least 5% (five per cent) of its annual operating budget for each year of the agreement on repairs and maintenance.

Article 19: The Society shall not effect any alteration to the property whether in good faith or otherwise, unless it first secures the written approval of QPS.

Seawade
Ralph H. Wal



Article 20: QPS has the right of access and inspection of the subject premises and contents at any time subject to reasonable notice.

Article 21: This agreement shall be terminated upon the end of its above mentioned period.

But in the event of a breach of any of the foregoing provisions by the Society, the present agreement shall be subject to termination at any time by QPS provided that the latter give the Society through its secretary one month's notice of termination. Upon the termination of the present agreement, the Society shall surrender the administration of the School, and deliver up to QPS all lands, building and contents subject of this agreement, and no compensation shall be payable, under any circumstances to the Society.

Article 22: Both parties hereby declare their incentive to conclude this agreement is educational cooperation, with the only purpose to be continuing service to the youth of Lebanon.

They also declare that they shall abide only by the terms of the provisions outlined in the Articles of this agreement.

Therefore, any dispute which might arise between the parties, concerning the interpretation or execution of this agreement should be settled amicably, but failing to do so, by arbitration. The arbitrator will be appointed in accordance with British Law and Practice, but the arbitration decision must recognise the Lebanese Law.

Article 23: This agreement will be null and void in all respects if the Society is not granted the appropriate educational licence by the Lebanese Ministry of Education.

Article 24: This agreement is subject to the approval of the British Charity Commission, and subject to any conditions or amendments they may impose.

Article 25: This agreement has been executed on two copies of which each party has retained one so that he may proceed hereby.

SECOND PARTY

FIRST PARTY



Handwritten signature of Ralph H. H. H.
29 VII 85

Witness

Handwritten signature of a witness.

١٢٤٥ هـ

نظر اثنان للتاريخ التسجيل بـ ...
 داخلي في يوم الاثنين الواقع في التاسع والعشرين
 من شهر محرم سنة الف وتسعمائة وخمسة وخمسون

المكاتب المدل في بيروت



التاريخ ٧/٢٩
 رسم تسجيل ٦--
 عدل ١٨--
 تحويري
 اميري ٢٢٢
 المجموع ٢٢٢
 اثنان لـ ...
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