



**AGREEMENT**

**BETWEEN**

**THE UNITED NATIONS**

**AND**

**FACULTAD DE DERECHO -**

**UNIVERSIDAD DE LA REPUBLICA**

**ON**

**ASSOCIATION WITH THE UNITED NATIONS PROGRAMME**

**OF COOPERATION IN TRAINING LANGUAGE**

**PROFESSIONALS**

**(MOU UNIVERSITIES NETWORK)**



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**ASSOCIATION WITH THE UNITED NATIONS PROGRAMME OF COOPERATION IN  
TRAINING LANGUAGE PROFESSIONALS  
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This Agreement is made by and between (i) the United Nations, an international inter-governmental organization founded by its Member States pursuant to the Charter of the United Nations, signed in San Francisco on 26 June 1945, and having its Headquarters in New York, New York 10017 (“UN”), and (ii) Facultad de Derecho – Universidad de la República, (State University), organized under the laws of Uruguay and having its principal place of business at 18 de julio 1824 (the “Academic Institution”). The United Nations and the Academic Institution are hereinafter collectively referred to as the “Parties” and individually, as a “Party”.

**WITNESSETH**

**WHEREAS** the UN desires to collaborate with qualified academic institutions to assist them in providing appropriate training to language professionals, particularly in occupational areas, languages and language combinations that are critical for succession planning and in regions that are underrepresented in the UN language competitive examinations; and has created a four-year programme of association with the network of universities that have signed a memorandum of understanding with the United Nations on cooperation in training of professional language staff at post-graduate level (the “MoU Universities Network”), as described in Article 3 (the “Association Framework”);

**WHEREAS** the Academic Institution is interested in collaborating with the UN and other academic institutions in the training of translators, interpreters or other language professionals in language combinations required by UN language staff; and

**WHEREAS** the Academic Institution represents that it has an established graduate and/or post-graduate level programmes aimed at training translators and/or interpreters or other similar language professionals, and possesses the requisite personnel and resources to provide such training.

**NOW, THEREFORE**, in consideration of the mutual covenants and subject to the terms and conditions hereinafter set forth, the Parties hereto agree as follows:

**ARTICLE 1  
Agreement Documents**

1. This document constitutes the entire agreement between the UN and the Academic Institution for the collaboration in the training of translators, interpreters or other language



professionals in language combinations required by UN language staff (the "Agreement" or "Associate Membership Agreement").

2. This Agreement embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as expressly set forth herein.

3. Any notice, document or receipt issued in connection with this Agreement shall be consistent with the terms and conditions of this Agreement and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of this Agreement shall prevail.

## **ARTICLE 2**

### **Effective Date and Term of the Agreement**

1. This Agreement shall take effect on the date both Parties have signed this Agreement, or if the Parties have signed it on different dates, the date of the later signature (the "Effective Date").

2. This Agreement shall remain in effect for a period of one year from the Effective Date, unless earlier terminated in accordance with the terms of this Agreement, and shall be renewable each year, no more than three times, through an exchange of written amendments between the Parties, stating their agreement to extend the Agreement for another year. Said exchange of amendments shall take place prior to the expiration of the Agreement.

3. The Academic Institution shall have the status of [//shall be] an associate member of the MoU Universities Network during the term of this Agreement. For the avoidance of doubt, the Academic Institution may have associate membership for a maximum period of four consecutive years provided that the Agreement is renewed in accordance with paragraph 2 of this Article. Exceptions to this article may be granted by the United Nations at its discretion.

## **ARTICLE 3**

### **Description of the Association Framework**

1. The Association Framework is intended to help academic institutions train future interpreters and/or translators and other similar language professionals by:

- (i) Arranging for designated UN language staff to provide, as requested by the academic institution and subject to the availability of UN staff and resources, advice, suggestions, recommendations, training materials, coaching and practical work experiences to the teaching personnel in particular and, as appropriate, to the students in the context of the institution's graduate or, preferably, postgraduate training courses for language professionals, with a view to enhancing the preparation of the students for careers as language professionals;



And

(ii) Inviting the participating academic institutions to attend the biennial conferences of the MoU Universities Network and otherwise facilitating their contacts and exchanges with and learning from universities with a proven track record in training language professionals to the standards required by the UN.

2. The number and type of activities will be determined by the UN on the basis of the resources available.

#### **ARTICLE 4**

##### **Representations and Warranties of the Academic Institution**

1. The Academic Institution represents and warrants that:

- It is duly organized, validly existing and in good standing;
- It has all necessary power and authority to execute and perform this Agreement;
- The execution and performance of this Agreement will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument.

2. The Academic Institution shall supervise and be fully responsible and liable for its personnel, employees, officials, agents, and representatives ("Personnel") and for their compliance with the terms and conditions of this Agreement. The Academic Institution shall ensure that all Personnel engaged in the Programme under this Agreement are qualified, reliable and competent and conform to the highest standards of moral and ethical conduct.

3. The Academic Institution shall be fully responsible and liable for, and the UN shall not be liable for:

- Any action, omission, negligence or misconduct of the Academic Institution or its personnel and students;
- Any insurance coverage which may be necessary or desirable for the purpose of this Agreement; and
- Any costs, expenses, or claims associated with any illness, injury, death or disability of the Academic Institution's personnel and students.

4. The obligations under this Article 4 do not lapse upon expiration or termination of this Agreement.

#### **ARTICLE 5**

##### **Responsibilities of the United Nations**

Subject to applicable United Nations regulations, rules and policies, the United Nations shall:



- (a) Subject to a request being received from the Academic Institution, provide the Academic Institution with advice on training, course content, material selection, admissions testing and formative and summative assessment for students on courses aimed at preparing them for careers as translators, interpreters or other language professions of relevance to the United Nations;
- (b) Subject to the availability of resources and UN staff, share expertise with the teaching personnel of the Academic Institution;
- (c) Subject to the availability of resources and UN staff, provide remote or in-situ coaching to the students of the Academic Institution;
- (d) Subject to the availability of resources and UN staff, arrange activities to raise awareness among teaching and other personnel and students of the Academic Institution of the different careers and career paths open to language professionals, as well as the opportunities for practical work experience, such as internships;
- (e) Subject to the availability of resources, provide UN language staff to participate as observers in end-of-course examinations, with such assignments to be agreed upon by the Parties on a case-by-case basis;
- (f) Appoint a coordinator for the cooperation with the Academic Institution.

#### **ARTICLE 6**

#### **Responsibilities of the Academic Institution**

The Academic Institution shall:

- (a) Ensure that a university focal point is designated to oversee implementation of the Association Framework in the Academic Institution under this Agreement and liaise with the cooperation coordinator designated by the UN;
- (b) Receive from the UN and widely disseminate among relevant target audiences announcements of UN recruitment tests;
- (c) Arrange for UN language staff to meet with teaching personnel and students and observe classes, subject to prior arrangement through the Academic Institution's focal point.

#### **ARTICLE 7**

#### **Financial Arrangements**

Each Party shall be responsible for bearing its own costs under this Agreement.

#### **ARTICLE 8**

#### **Indemnification**



1. The Academic Institution shall indemnify, defend, and hold and save harmless, the UN, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the UN, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

(i) allegations or claims that the possession of or use by the UN of any patented device, any copyrighted material, or any services provided to the UN under the terms of the Agreement, in whole or in part, separately or in a combination contemplated or otherwise specifically approved by the Academic Institution, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

(ii) any acts or omissions of the Academic Institution, or anyone directly or indirectly employed by it, in the performance of the Agreement, which give rise to legal liability to anyone not a party to the Agreement, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

2. The UN shall advise the Academic Institution about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Academic Institution shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of the UN or any matter relating thereto, for which only the UN itself is authorized to assert and maintain. The UN shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

3. The Academic Institution shall maintain for the entire term of the Agreement, for any extension thereof, and for a designated period following any termination of the Agreement, liability insurance adequate to cover any liability arising out of, or related to the collaboration under this Agreement, as set forth in Articles 8.1-8.2 above.

## **ARTICLE 9**

### **Legal Status of the Parties**

1. Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes.

2. Nothing contained in or relating to the Agreement shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, agents, contractors or other personnel of either Party shall not be considered in any respect as being the officials, representatives, employees, agents, contractors or other personnel of the other Party, and each Party shall



be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

3. This Agreement is not exclusive and does not limit the United Nations from concluding similar collaborations with other entities.

## **ARTICLE 10**

### **Intellectual Property**

1. Except as is otherwise expressly provided in writing in the Agreement, the UN shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Academic Institution or its Personnel, including the Students, will have developed for the UN under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement. The Academic Institution acknowledges and agrees that such products, documents and other materials constitute works made for the UN ("UN Products").

2. The UN does not and shall not claim any ownership interest thereto, and the Academic Institution grants to the UN a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Agreement:

- (i) that pre-existed the performance by the Academic Institution of its obligations under the Agreement; or
- (ii) that the Academic Institution may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement.

## **ARTICLE 11**

### **Publicity and Use of the United Nations Name or Emblem**

1. The Academic Institution shall not use the name and emblem of the United Nations in any manner without the prior written consent of the United Nations. Under no circumstances shall authorization be granted to the Academic Institution to use the name, including any abbreviation thereof, or emblem of the United Nations, for commercial purposes.
2. Subject to the prior express written approval of the United Nations, the Academic Institution may use the name of the United Nations to inform potential or existing students in promotional materials for its relevant language courses or other media, during such time that the Agreement is in effect, that it has associate membership to the United Nations MoU Universities Network. Such information should not, however, provide the impression that the Academic Institution is endorsed by, or in any way part of, the United Nations.



## ARTICLE 12 Confidentiality

Information that is considered confidential to a Party shall not be used without its authorization by the other Party. In no event shall such information be used for profit-making purposes.

## ARTICLE 13 Termination

1. Either Party may terminate the Agreement for any reason by providing a thirty (30) days' written notice in advance to the other Party.
2. The obligations assumed by the Parties under this Agreement shall survive any termination of the Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, and the settlement of accounts between the Parties hereto.
3. The obligations assumed under Articles 4, 10, 11, 12, 14, 15, and 17 shall in any event remain in effect after the termination of the Agreement.

## ARTICLE 14 Settlement of Disputes

1. **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Agreement or the breach, termination, or invalidity thereof.
2. **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Agreement or the breach, termination, or invalidity thereof, unless settled amicably under Article 14.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement, order the termination of the Agreement, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The "place of Arbitration", within the meaning of the UNCITRAL Arbitration Rules, shall be New York City, provided that, in light of the privileges and immunities of the United Nations, such reference





to the "place of Arbitration" shall connote only the physical place of the arbitral proceedings and not the jurisdictional seat of the arbitration. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

#### **ARTICLE 15**

##### **Privileges and Immunities**

Nothing in or relating to the Contract shall be deemed to constitute a waiver, express or implied, of any of the privileges and immunities of the UN, including its subsidiary organs.

#### **ARTICLE 16**

##### **Notices**

1. Except as otherwise specified in this Agreement, all notices and other communications between the Parties required or contemplated under this Agreement shall be in writing, shall be deemed given when actually received by the other Party, and shall be conveyed by personal delivery, recognized overnight delivery service, postage prepaid, return receipt requested, certified mail, confirmed facsimile or electronic mail, transmitted to the Party for whom such notice or communication is intended, at the address, facsimile number or electronic mail address shown below, or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Agreement:

If to the Academic Institution:

Facultad de Derecho – Universidad de la  
República (18 de Julio 1824)  
Attn: Mr. Federico Brum  
Electronic mail: federico.brum@fder.edu.uy

If to the UN:

United Nations  
405 East 42<sup>nd</sup> Street  
New York, NY 10017  
U.S.A.  
Attn: Juan Pedreyra  
Electronic mail: pedreyra@un.org

2. Notices and other communications required or contemplated by this Agreement delivered by mail or recognized overnight delivery service shall be effective on the date they are officially recorded by the postal or delivery service as delivered to (or refused by) the intended recipient by return receipt or equivalent. Such notices and other communications delivered by facsimile shall be deemed to have been delivered to and received by the addressee, and shall be effective, on the date indicated on the facsimile confirmation. Such notices and other communications delivered in person shall be effective on the date of actual receipt.



**ARTICLE 17**  
**Miscellaneous**

1. No terms or provisions of this Agreement shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the Party giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Agreement shall constitute a consent to, or excuse or waiver of, any other subsequent breach.
2. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
3. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement for any purpose whatsoever.
4. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.
5. Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.
6. This Agreement and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. No other person shall be a third party beneficiary hereof or have or be entitled to assert rights or benefits hereunder.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties affix their signatures below.

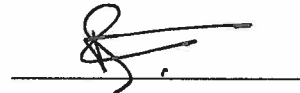
For the United Nations:



**Movses Abelian**

  
Assistant Secretary-General, DGACM  
Date

For Universidad de la República



**Rodrigo Arim Ihlenfeld**

Rector  
Date 24 SEP 2019



For Facultad de Derecho



**Prof. Dra. Cristina Mangarelli**

Dean  
Date - 4 OCT. 2019

