

**Agreement between
the United Nations
and
Ain-Shams University
for Collaboration in a Translation Practicum**

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 (the "UN") and (ii) **Ain-Shams University (represented by the Faculty of Al-Aisun (Faculty of Languages), Cairo, Egypt, organized under the laws of Arab Republic of Egypt and having its principal place of business at 11566 Al-Khalifah Al-Maamoun Street, Az-Zaafranah Palace, Al-Abbassyia Sq., Cairo, Egypt (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 academic institutions to assist them in providing appropriate training to translators, interpreters or other language professionals and has created a programme that is intended to train future language professionals in the special requirements of UN translation and to prepare them for future tests and Language Competitive Examinations and as described in **Annex 1** hereto (the "Programme");

WHEREAS, the Academic Institution is interested in collaborating with the UN in the implementation of the Programme and allowing its students to participate in the Programme,

WHEREAS, the Academic Institution represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, willing and able to participate in the Programme.

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**

1.1 This document, together with Annex 1 attached hereto and referred to below, all of which are incorporated herein and made part hereof, constitute the entire Agreement between the UN and the Academic Institution for the collaboration in the Programme (the "Agreement").

1.2 This Agreement 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 herein expressly set forth.

1.3 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 Agreement

2.1 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").

2.2 This Agreement shall remain in effect for a period of two years from the Effective Date, unless earlier terminated in accordance with the terms of this Agreement.

Article 3

Description of the Programme

3.1 The Programme is intended to train future translators and other language professionals by coaching them for a full semester through a series of remotely managed activities, remote translation exercises and remote feedback sessions, with the aid of the University's coordinator. The main components of the Programme are as follows:

- (a) Welcoming video-conference with students and the University coordinator to explain basic guidelines and available tools and resources, to be hosted and moderated by United Nations Translation Services of the Department for General Assembly and Conference Management;
- (b) Induction Programme and mandatory training sessions executed by UN staff translators and revisers;
- (c) Online multiple choice exercises, executed and monitored by UN staff translators and revisers based on mandatory reading material;
- (d) Translation of UN documents by University students, with guidance from their University coordinator;
- (e) Revision of translations by UN staff translators and revisers;
- (f) Remote feedback sessions with students executed by UN staff translators and revisers based on the texts revised;
- (g) Participation in Departmental videoconferences, as deemed appropriate.

3.2 The number of participants will be determined based on resources available.

Article 4

Representations and warranties of the Academic Institution

4.1 The Academic Institution represents and warrants that:

- 4.1.1 It is duly organized, validly existing and in good standing;
- 4.1.2 It has all necessary power and authority to execute and perform this Agreement;
- 4.1.3 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;

4.2 The Academic Institution shall supervise and be fully responsible and liable for its personnel, employees, officials, agents, servants, 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, competent, properly trained, and conform to the highest standards of moral and ethical conduct.

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

4.3.1 Any action, omission, negligence or misconduct of the Academic Institution or its Personnel and students;

4.3.2 Any insurance coverage which may be necessary or desirable for the purpose of this Agreement;

4.3.3 Any costs, expenses, or claims associated with any illness, injury, death or disability of the Academic Institution's Personnel and students. The obligations under this Article 4 do not lapse upon expiration or termination of this Agreement.

Article 5 Responsibilities of the United Nations

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

(a) Provide the University with necessary training and informational material, and, via video-conference or similar technology, host and moderate a welcoming videoconference and induction programme for students and coordinators to explain basic guidelines and available tools and resources;

(b) Provide each participating student with a total of 20,000 words for *ad honorem* translation during the semester, with subsequent revision by and feedback from United Nations Translation Services;

(c) Notify the University when each participating student has concluded translating the 20,000 words assigned to him or her.

Article 6 Responsibilities of the University

The University shall:

(a) Ensure that participating students are enrolled in a University degree programme;

(b) Ensure that all translation assignments provided to the University are completed thoroughly and in a timely manner;

(c) Ensure that participating students are informed that participation in the Programme does not guarantee employment by the United Nations and that participants interested in becoming staff members or contractors of the Organization will be required to undergo the same selection exercises as other individuals seeking employment by the United Nations;

(d) Ensure that a University coordinator is designated to provide guidance and feedback to participating students.

Article 7
Financial Arrangements

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

Article 8
Indemnification

8.1 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:

8.1.1 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;

8.1.2 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.

8.2 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, 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.

8.3 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 and 8.2 above.

Article 9
Legal status of the Parties

9.1 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.

9.2 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.

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

Article 10 Intellectual property

10.1 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").

10.2 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 of such intellectual property or other proprietary rights:

10.2.1 That pre-existed the performance by the Academic Institution of its obligations under the Agreement;

10.2.2 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

11.1 The Academic Institution shall not use the name and emblems of the United Nations in any manner without the prior written consent of the United Nations. In no event will authorization be granted for commercial purposes. Consent is hereby given to the Academic Institution to use the name of the United Nations, in the same manner that other programmes and courses offered by the Academic Institution are advertised, to inform potential or existing students that the project is in collaboration with the United Nations.

11.2 Subject to the prior express written approval of the United Nations, the Academic Institution may note in its promotional materials that it offers the Programme to its students in collaboration with the United Nations. Such publication should not, however, provide the impression that the Academic Institution is endorsed, or in any way part, of the United Nations.

11.3 Under no circumstances shall the Academic Institution use the emblem of the United Nations for commercial purposes.

Article 12 Confidentiality

Information that is considered confidential to a Party shall not be used without the authorization of the other Parties. In any event, such information shall not be used for profit.

Article 13

Termination

Either Party may terminate the Agreement for any reason by providing a thirty (30) days written notice in advance to the other Party.

Article 14 Settlement of disputes

14.1 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. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL") or according to such other procedure as may be agreed between the Parties in writing.

14.2 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 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 a waiver, express or implied, of any of the privileges and immunities of the UN, including its subsidiary organs.

Article 16 Notices

16.1 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 and shall be delivered either by:

16.1.1 Personal delivery;

16.1.2 Recognized overnight delivery service;

16.1.3 Postage prepaid, return receipt requested, certified mail; or

16.1.4 Confirmed facsimile, transmitted to the Party for whom such notice or communication is intended, at the address or facsimile number 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:
[Name and address of Academic Institution]
Attn: [name/title]
Fax: [number]

If to the UN:
[XXXXX]
United Nations
4012 East 42nd Street
New York, NY 10017
U.S.A.
Attn: [XXX]
Fax: [number]

16.2 Notices and other communications required or contemplated by this Agreement that are 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

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.

17.6 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 Parties have, through their authorized representatives, executed this Agreement on the date herein below written.

FOR [Academic Institution]

By: Salwa Rashad

Name: **Prof. Salwa Rashad**
Vice Dean for Postgraduate Studies
& Research Affairs

Date: 11/2/2018

FOR THE UNITED NATIONS

By: Bettina Tucci Bartsiotas

Name: Bettina Tucci Bartsiotas

Title: Assistant Secretary-General, Controller

Date: April 30 2018