

**Agreement between
the United Nations,
through its Department for General Assembly and Conference Management
and
UCLouvain
for Collaboration in a Remote 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 (hereinafter referred to as the "United Nations") and (ii) UCLouvain (Université catholique de Louvain), listed with the Crossroads Bank for Enterprises (CBE), with registration number 0419 052 272, a legal person governed by private law that acts in the public interest and enjoys legal personality by virtue of a law of 12 August 1911 as amended by laws of 11 March 1954 and 28 May 1970 and fulfils its teaching and research duties and other services to society, which entitles it to public funding as governed by a law of 27 July 1971, and having its administrative offices located at 1348 Ottignies - Louvain-la-Neuve, Place de l'Université no. 1., Belgium, Tel. +32 10 47 88 26 - Fax + 32 10 47 40 43, (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 United Nations wishes to collaborate with academic institutions to assist them in providing appropriate training to translators, interpreters and other language professionals (hereinafter referred to as "language professionals") and has created a programme (hereinafter referred to as the "Programme") that is intended to train future language professionals in the specific requirements of the United Nations language services and as described in **Annex 1** hereto;

WHEREAS, the Academic Institution is interested in collaborating with the United Nations in the implementation of the Programme at its institution and thereby allowing its students to participate in the Programme ("Participating Students");

WHEREAS, the Academic Institution declares that it possesses the necessary knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, willing and able to implement the Programme;

NOW, THEREFORE, in consideration of the mutual covenants and subject to the terms and conditions hereinafter set forth, the Parties express their intention to cooperate as follows:

**Article 1
General**

1.1 This document, together with Annex 1 attached hereto, constitute the entire Agreement (hereinafter referred to as the "Agreement") between the DGACM of the United Nations and the Academic Institution for collaboration in the implementation of the Programme.

1.2 This Agreement represents the entire and only agreement between the Parties with respect to the subject matter described herein and supersedes prior representations,

agreements, contracts and proposals, whether written or oral, by and between the Parties with respect thereto.

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 will come into effect (the "Effective Date") on the date on which both Parties have signed it, or if the Parties have signed it on different dates, on the date of the later signature.

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 language professionals by coaching them for a full semester through a series of remotely managed activities, remote translation/interpretation exercises and remote feedback sessions, with the aid of the University Coordinator, as designated by the Academic institution, per article 6 (d) below. The Programme may involve, upon consultation between the Parties, a combination of the following activities:

- (a) Welcoming video-conference with students and the University Coordinator to explain basic guidelines and available tools and resources, hosted and moderated by the relevant United Nations language services of the DGACM;
- (b) Induction programme and training sessions executed by the relevant United Nations' language staff;
- (c) Online exercises, prepared and monitored by the relevant United Nations' language staff based on mandatory reading materials, where applicable;
- (d) Translation/interpretation of United Nations' materials by students of the Academic Institution, with guidance from their University Coordinator;
- (e) Revision of translation/interpretation by United Nations' language staff;
- (f) Remote, synchronous or asynchronous, feedback sessions with students provided by United Nations' language staff;
- (g) Participation in welcoming videoconference(s), induction programme and training or coaching sessions, as deemed appropriate by the Parties.

3.2 The number of participating students 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 under the laws of its incorporation;

4.1.2 It has all necessary power and authority to execute and perform this Agreement;

4.2 The Academic Institution shall supervise and be fully responsible and liable for its personnel, employees, officials, agents, servants, and representatives (hereinafter referred to as "Personnel"), and Participating Students, including for their knowledge and 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 meet the highest standards of moral and ethical conduct.

Article 5

Role of the DGACM of the United Nations in the implementation of the Programme

Subject to applicable United Nations regulations, rules, policies, and procedures as well as consistent with the decisions of the governing bodies, the DGACM of the United Nations shall, within existing, available, resources and when available:

- (a) Provide the Academic Institution with the necessary training and informational materials for the Programme;
- (b) Host and moderate via videoconference or similar technology a welcoming videoconference and induction programme for participating students and University Coordinator to explain basic guidelines and available tools and resources;
- (c) For translation-oriented programmes:
 - i. 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 language services;
 - ii. Notify the Academic Institution when each participating student has concluded translating the 20,000 words allocated to them.
- (d) For interpretation-oriented programmes:
 - i. Deliver training sessions and coaching to each participating students on the different interpretation modalities

Article 6

Role of the Academic Institution in the implementation of the Programme

The Academic Institution shall:

- (a) Ensure that participating students are enrolled in a University degree programme at the Academic Institution;
- (b) Ensure that all assignments provided by UN language services staff to the Academic Institution and the participating students 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 joining the United Nations will be required to undergo the same application and selection processes as all 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 Aspects

7.1 Nothing in this Agreement will create any financial obligations or commitment of resources, financial or otherwise, on the part of either Party.

7.2 Should activities carried out by either Party under this Agreement require commitment of resources, each Party shall be responsible for its own costs and expenses. Such expenses

shall be approved in writing by the appropriate entity having the appropriate delegated authority to enter any financial commitment.

Article 8

Liability and indemnification

8.1 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 or students;
- Any insurance coverage which may be necessary or desirable for the purposes of this Agreement or the Programme;
- Any costs, expenses, or claims associated with any illness, injury, death or disability of the Academic Institution's Personnel and students.

8.2 The obligations under Articles 8 do not lapse upon expiration or termination of this Agreement.

8.3 The Academic Institution shall indemnify, defend, hold and save harmless, the United Nations, and its officials, agents and employees, from and against any and all suits, proceedings, claims, demands, losses and liabilities of any kind or nature brought by any third party against the United Nations, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based upon, arising out of, or related to:

8.3.1 Allegations or claims that the possession of or use by the United Nations of any patented device, copyrighted material or services provided to the United Nations 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;

8.3.2 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.

8.4 The United Nations shall notify the Academic Institution of 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 United Nations or any matter relating thereto, which only the United Nations itself is authorized to assert and maintain. The United Nations 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.

8.5 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

Independence 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 this Agreement shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent, or of partnership, association, agency relationship or a joint venture.

9.3 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.

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

Article 10

Intellectual property

10.1 Except as is otherwise expressly provided in writing in the Agreement, the United Nations 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 participating students, develop for the United Nations under this Agreement, or which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of this Agreement. The Academic Institution acknowledges and agrees that such products, documents and other materials constitute works made for the United Nations ("UN Products").

10.2 The Academic Institution grants to the United Nations a worldwide 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 and for such intellectual property or other proprietary rights:

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

10.2.2 Which 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, including any abbreviation thereof, emblem, official seal or trademark of the United Nations, including its subsidiaries and/or affiliates, in any manner, without the prior express written consent of the United Nations in each instance. In no event will authorization to use the name, emblem or logo of the United Nations be granted for commercial purposes.

11.2 The Academic Institution is hereby authorised 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 Programme is carried out in collaboration with the United Nations. This authorisation is valid only for the duration of the Programme from its official launch until the completion of this Agreement.

11.2 Subject to the prior express written approval of the United Nations on a case-by-case basis, the Academic Institution may indicate in its promotional materials that it offers the Programme to its students in collaboration with the United Nations. Such publication should not, however, create the impression that the Academic Institution is endorsed by, or is in any way part, of the United Nations.

Article 12

Confidentiality and data protection

12.1 Information that is considered confidential to a Party shall not be used without the written authorization of the other Party. In any event, such information shall not be used for profit, in a way that is detrimental to the interests of the Discloser, for the Recipient's own purposes or benefit, or for purposes other than those contemplated in this Agreement.

12.2 Each Party shall process personal data in the context of the Agreement in accordance with its respective legal and regulatory frameworks¹. Personal data may not be used for purposes not covered by this Agreement and may only be used in accordance with the instructions of the Party who provided it.

12.3 The Academic Institution shall take all appropriate measures to safeguard personal and sensitive data provided by the UN to the Academic Institution under this Agreement, and shall, at a minimum:

- process personal and sensitive data solely and exclusively for the performance of the Agreement and for purposes specified in or pursuant to the Agreement, it being understood that the Academic Institution shall not use personal and sensitive data for internal research, marketing, sales, promotional, or any other purposes;
- implement appropriate technical and organizational measures, including appropriate access-control measures, to ensure that personal and sensitive data is accessed on a "need to know" basis by authorized personnel only;
- implement appropriate data security measures to preserve the integrity of the personal and sensitive data and prevent any corruption, tampering, loss, damage, unauthorized access and improper disclosure of personal and sensitive data;
- process personal and sensitive data in a manner that is adequate, relevant and limited to what is necessary for the performance of the Agreement, and ensure that personal and sensitive data is kept for no longer than is necessary for the performance of this Agreement;
- as and when requested by the UN, update or rectify the personal and sensitive data to ensure its accuracy;
- transfer personal data to third parties, including the Academic Institution's agents, consultants or subcontractors, only with the prior written consent of the UN and on terms and conditions equivalent to those set forth in this Article;
- immediately notify the UN in writing upon becoming aware of any data or security breach; take immediate mitigating and/or remedial action; and inform and update the UN of any measures taken by the Academic Institution to address such data or security breach;
- as instructed by the UN return, delete or destroy personal and sensitive data and, upon request by the UN, provide substantiating evidence of such destruction satisfactory to the UN;
- ensure that the UN is promptly informed of any requests and/or complaints by third parties in respect of personal and sensitive data made to or received by the Academic Institution, and with the consent of the UN, address such requests or complaints in a timely manner, and provide the UN with periodic updates with respect to the handling of such requests or complaints.

¹ Personal data is information, in any form, that relates to an identified or identifiable natural person

12.4 These obligations and restrictions of data protection shall be effective during the term of the Agreement, including any extension thereof, and shall remain effective following any expiration or earlier termination of the Agreement.

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. Where notice of termination is given, the Parties will take immediate steps to bring all activities under this MoU to a close in a prompt and orderly manner.

Article 14 Settlement of disputes

14.1 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 in force at 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 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 in force at the time. 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 Secured Overnight Financing Rate of the Federal Reserve Bank of New York ("SOFR") then prevailing, and any such interest shall be simple interest only. The agreement by the United Nations to a place of arbitration shall only be an agreement as to the location of any hearing(s) and shall not be construed as an agreement by the United Nations as to the "seat" or "legal place" of the arbitration or as a waiver, express or implied, of the privileges and immunities of the United Nations. Consistent with the privileges and immunities of the United Nations, no court in any jurisdiction is competent to exercise any supervision over any proceedings commenced hereunder or to take any steps with respect to the recognition or enforcement of any arbitral award to which the United Nations is a party. 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

15.1 Nothing in or relating to this Agreement will be deemed a waiver, express or implied, of any of the privileges and immunities, exemptions and facilities enjoyed, or which may be enjoyed by the United Nations, including its subsidiary organs and staff.

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 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:

UCLouvain, Faculté de philosophie, arts et lettres, Place du Cardinal Mercier 14 -
L3.06.03, 1348 Louvain-la-Neuve, Belgium

Attn: Cécile Frogneux, Vice-president for Interpretation of Louvain School of
Translation and Interpreting (LSTI)

Tel.: +32 10 47 40 52, email: interpretation-louvain@uclouvain.be

If to the UN:

United Nations Office at Geneva, Palais des Nations, Avenue de la Paix 8-14, 1211
Genève 10, Switzerland

Attn: Anne Catherine Boudot, Senior Interpreter, French Interpretation Section,
Interpretation Service

Tel.: +41 76 477 6265, email: boudot@un.org

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 to have been waived, and no breach shall be excused, unless such waiver or excuse is in writing and signed by the Party granting the waiver or excuse. No consent, excuse or waiver of any breach of this Agreement shall constitute a consent, excuse or waiver of any 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.

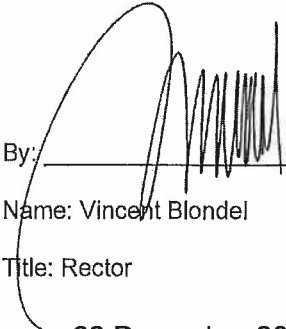
17.3 Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement for any purpose whatsoever.

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

17.5 This Agreement and all matters contained herein shall inure to the benefit of the Parties. No other person shall be deemed a third-party beneficiary of this Agreement, and shall not be entitled to any rights or benefits under this Agreement.

IN WITNESS WHEREOF, the Parties have, through their authorized representatives, have signed this Agreement, in two original copies, on the date herein below written, in the English language.

FOR UCLouvain

By: 
Name: Vincent Blondel
Title: Rector
Date: 22 December 2023

FOR THE UNITED NATIONS

By: Cherith Norman Chalet
Name: Cherith Norman Chalet
Title: Assistant Secretary-General for General
Assembly and Conference Management
Date: 22 December 2023

Annex 1
to the Agreement between the United Nations,
through its Department for General Assembly and Conference Management
and UCLouvain
for Collaboration in a Remote Practicum

Interpretation Practicum Programme

a) Duration

Two academic years.

b) Number of participants planned

To be determined at the beginning of the academic year depending on the language combination (priority being given to UN language combinations and to first-time participants).

c) Remote Outreach Activities

During the 2023-2024 academic year, students, the university coordinator, and other staff of the academic institution as needed will be invited to participate in a series of information webinars, covering the following topics:

2 November 2023	Interpretation at the United Nations <ul style="list-style-type: none">• Welcome by Marie Diur, Chief Interpreter, UNOG• The Working Life of a UN Interpreter (workload, language regimes, team strength, programme, clients, preparation and documents, challenges)• Recruitment and Examination procedures (vacancy announcements, requirements, examination types, examination modalities)
23 November 2023	An Overview of the United Nations System – An Interpreter's Perspective <ul style="list-style-type: none">• United Nations Organs and Interpreters' Assignments (Presentation of main assignments at each participating duty station)• U.N. Specialized Agencies• Introduction to Institutional Terminology (to be incorporated into each presentation)
19 December 2023	Preparing for United Nations' Examinations <ul style="list-style-type: none">• Resources for Interpreting Students• U.N. Evaluation of Interpreters• Self-assessment - a guide for students

Each webinar will last for approximately two hours and will comprise presentations followed by question-and-answer sessions in small groups.

This series of webinars is to be repeated in the Fall of 2024 for the 2024-2025 academic year.