

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS

AND

UNIVERSIDAD NACIONAL DE CÓRDOBA

ON

COOPERATION IN TRAINING OF POTENTIAL CANDIDATES

FOR COMPETITIVE EXAMINATIONS FOR LANGUAGE

POSITIONS

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This Memorandum of Understanding (hereinafter “MoU”) is entered into between the United Nations, an international intergovernmental organization founded by its Member States, pursuant to the Charter of the United Nations, signed on 26 June 1945, represented by its Department for General Assembly and Conference Management (hereinafter “DGACM”) and Universidad Nacional de Córdoba (hereinafter the “University”).

WHEREAS international organizations that employ language professionals globally have been persistently confronted with shortages of qualified conference interpreters and conference translators, especially for certain language combinations;

WHEREAS the United Nations has been making consistent efforts to address this problem by, *inter alia*, sharing with various educational institutions information about its competitive examinations for language positions and employment opportunities for their qualified graduates;

WHEREAS the United Nations has endeavoured to overcome succession-planning challenges in its language services by providing pedagogical assistance to educational institutions in order to encourage greater alignment of their curricula with the needs of UN language services, and/or by supporting the training of language professionals with the applicable language combinations;

WHEREAS the General Assembly, since its resolution 64/230 of 22 December 2009, acknowledged the measures undertaken by the Secretary-General to address the issue of the replacement of retiring staff in the language services, and requested him to maintain and intensify those efforts, including the strengthening of cooperation with

institutions that train language specialists to meet the need in the six official languages of the United Nations; and

WHEREAS the University has programmes aimed at training university graduates (or equivalent thereto) to become professional conference interpreters and conference translators, and wishes to cooperate with the United Nations in preparing its students for language careers;

NOW THEREFORE, the United Nations and the University (hereinafter separately referred to as a “Party” and jointly referred to as the “Parties”) have agreed as follows:

ARTICLE 1

Purpose

1. In accordance with the terms and conditions of this MoU, the Parties agree to cooperate in the development and implementation of activities aimed at helping students to prepare for the competitive examinations for language positions organized by the United Nations, which can be integrated into their training programmes.
2. Each Party shall carry out its responsibilities and obligations under this MoU in accordance with regulations and rules applicable to it, and, unless separately agreed upon in writing, bear its own costs with respect to the implementation of this MoU.
3. This MoU is not exclusive and does not limit the United Nations from concluding similar collaborations with other institutions.

ARTICLE 2

Responsibilities of the United Nations

1. Subject to applicable United Nations regulations and rules, and in all cases subject to the availability of resources, the United Nations shall:
 - Advise on the structure and content of curricula for training programmes and assist in developing course modules and teaching materials;
 - Subject to the prior express written approval of the United Nations, allow the University to state in its course prospectuses or promotional materials that their training programmes are geared, in particular, to preparing students to take competitive examinations for language positions organized by the United Nations and to state that parts of the programmes have been developed in cooperation with the United Nations;

- Assist the University in locating publicly available training materials (e.g., links to texts of speeches, documents and sound recordings of speeches, terminological and reference materials);
- Provide a description of the subject matters relevant to the United Nations language services so that the University could provide a list of its lectures and other university activities and training opportunities in which UN personnel may participate at no cost to the UN (see Article 3);
- At the request of the University, make available United Nations staff to provide pedagogical assistance in the form of, for example, workshops, lecture series, and masterclasses, in remote, hybrid or in-person formats, the details of which would be agreed upon by the Parties in advance in writing;
- At the request of the University, make available United Nations staff to participate as observers during end-of-course examinations at the university, with such assignments to be agreed upon by the Parties on a case-by-case basis.

ARTICLE 3

Responsibilities of the University

1. The University shall:

- Adapt in consultation with the United Nations, as appropriate, existing training programmes or create new ones leading to a master's degree in conference interpretation and/or conference translation, or a related discipline, in any combinations of the six official United Nations languages (Arabic, Chinese, English, French, Russian and Spanish), with emphasis on preparing students to UN language services' specific requirements and high standards;
- Receive from the United Nations, and widely disseminate among relevant target audiences, announcements from the United Nations, including announcements of competitive examinations for language positions and internship opportunities in UN language services, so that the University's students and/or graduates can avail themselves of such opportunities;
- At the request of the United Nations, provide a list of its lectures, seminars and other training opportunities in which UN personnel may participate at no cost to the UN. This may include lectures or seminars offered by the university specifically for UN personnel in close coordination between the UN and specific faculty;
- Ensure that participating students are enrolled in a university degree programme at the University;

- The University shall supervise and be fully responsible and liable for its personnel, employees, officials, agents, and representatives (hereinafter referred to as “Personnel”), and participating students, including for compliance with the terms and conditions of this MoU.
- Further ensure that all Personnel engaged in the activities arranged under this MoU are qualified, reliable, competent, properly trained, and meet the highest standards of moral and ethical conduct;
- Ensure that students participating in their training programmes are informed that such participation does not guarantee employment by the UN and that participants interested in joining the UN will be required to undergo the same application and selection processes as all other individuals seeking employment by the UN.

ARTICLE 4

Intellectual property

1. 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 University or its Personnel, including the participating students, develop for the UN under this MoU, 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 MoU. The University acknowledges and agrees that such products, documents and other materials constitute works made for the United Nations (“UN Products”).

ARTICLE 5

Financial Aspects

1. Nothing in this MoU will create any financial obligations or commitment of resources, financial or otherwise, on the part of either Party.
2. Should activities carried out by either Party under this MoU 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 6

Liability, indemnification and insurance

1. The University shall be fully responsible and liable for, and the UN shall not be liable for:

- Any action, omission, negligence or misconduct of the University or its Personnel or students;
 - Any insurance coverage which may be necessary or desirable for the purposes of this MoU;
 - Any costs, expenses, or claims associated with any illness, injury, death or disability of University's Personnel and students.
2. The University shall indemnify, defend, hold and save harmless, the UN, 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 UN, 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:
- 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 MoU, in whole or in part, separately or in a combination contemplated or otherwise specifically approved by the University, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party;
 - Any acts or omissions of the University, its students, or anyone directly or indirectly employed by it, in the performance of the MoU, which give rise to legal liability to anyone not a party to the MoU, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
3. The United Nations shall notify the University of any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The University 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.
4. The University shall maintain for the entire term of the MoU, for any extension thereof, and for a designated period following any termination of the MoU, liability insurance adequate to cover any liability arising out of, or related to, the collaboration under this MoU, as set forth above.

ARTICLE 7

Use of the Name and Emblem of the United Nations

1. The University shall not advertise or otherwise make public the fact that it is cooperating with the United Nations pursuant to this MoU, except as provided for in Article 2 above, without the prior express written consent of the United Nations. Nor shall the University, in any manner whatsoever, use the name and/or emblem of the United Nations, or any abbreviation of the name of the United Nations in connection with its business or otherwise without the prior express written approval of the United Nations.
2. The University shall not use the United Nations name or emblem in the title of its training programmes.

ARTICLE 8

Status of the Parties

1. Neither Party nor its personnel shall be considered as an official, agent, employee, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party.

ARTICLE 9

Confidentiality and data protection

1. Except as contemplated by Articles 1 and 2 of this MoU, both Parties, their employees and contractors shall keep strictly confidential all information and materials relating to this MoU and/or provided by one Party to the other Party. Neither the United Nations, nor the University, shall release any such confidential materials to third parties without the prior express written consent of the other Party, or, in the case of the University, as required by applicable law, provided that, the University shall to the extent legally permissible give the UN sufficient prior notice of a request for the disclosure of the UN's confidential information in order to allow the UN to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made, subject to and without any waiver of the privileges and immunities of the UN. Moreover, in the case of the UN, the UN may

disclose confidential materials to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder, provided that, the UN shall to the extent legally permissible give the University sufficient prior notice of a request for the disclosure of the University's confidential materials in order to allow the University a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

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

3. The University shall take all appropriate measures to safeguard personal and sensitive data provided by the UN to the University under this MoU, and shall, at a minimum:

- process personal and sensitive data solely and exclusively for the performance of the MoU and for purposes specified in or pursuant to the MoU, it being understood that the University 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 MoU, and ensure that personal and sensitive data is kept for no longer than is necessary for the performance of this MoU;
- 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 University'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

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

- the UN of any measures taken by the University 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 University, 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.
4. These obligations and restrictions of data protection shall be effective during the term of the MoU, including any extension thereof, and shall remain effective following any expiration or earlier termination of the MoU.

ARTICLE 10

Duration, Amendment, Termination

1. This MoU may be amended by mutual written agreement of the Parties.
2. Either Party may terminate the MoU, for cause, upon thirty (30) days' notice, in writing, to the other Party.
3. This MoU shall enter into force upon its signature by both Parties and shall be in effect for two years.

ARTICLE 11

Settlement of Disputes

1. The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this MoU or the breach, termination, or invalidity thereof.
2. Where the Parties wish to seek such an amicable settlement through conciliation, conciliation shall proceed in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law ("UNCITRAL") then obtaining, or according to such other procedure as may be agreed in writing between the Parties. Any dispute, controversy, or claim between the Parties arising out of the MoU or the breach, termination, or invalidity thereof, unless settled amicably under Article 11.1 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 MoU, order the termination of the MoU, 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 MoU, 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 MoU, 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 12

Privileges and Immunities

1. Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

ARTICLE 13

Miscellaneous

1. The University shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its personnel or any other persons engaged and controlled by the University to perform any activities under the MoU. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the University shall refrain from, and shall take all reasonable

and appropriate measures to prohibit its personnel or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitative or degrading to any person.

2. The United Nations shall not apply the foregoing standard relating to age in any case in which the University's personnel or any other person who may be engaged by the University to perform any activities under the MoU is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such University's personnel or other such person who may be engaged by the University to perform any activities under the MoU.
3. The University represents and warrants that neither it, its parent entities (if any), nor any of the University's subsidiaries or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
4. The University may not assign, transfer, pledge or make any other disposition of the Agreement, or any part of the MoU, or of any of the rights, claims or obligations under the MoU except with the prior written authorization of the UN. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on the UN.
5. If the University requires the services of sub-contractors, including agents and sub-distributors, to perform any obligations under the MoU, the University shall obtain the prior written approval of UN. Any such unauthorized delegation, or attempt to do so, shall not be binding on the UN.

ARTICLE 14 **Notices**

1. Any notice required to be given by either party under this MoU shall be given in writing, shall be deemed given when actually received by the other party, and shall be conveyed via first class mail, postage prepaid, or via private courier, facsimile or electronic mail as follows:

To the United Nations:

Mr. Movses Abelian, Under-Secretary-General for General Assembly and Conference Management, United Nations, 405 E 42nd Street, New York, NY 10017, Room S-3065; e-mail: dgacm-news@un.org.

To the University:

Mgter. Jhon Darío Boretto, Rector, Av. Haya de la Torre s/n, Second Floor, Pabellón Argentina, Ciudad Universitaria, Córdoba, República Argentina.

+54 351 5353751

Email: info@internacionales.unc.edu.ar

This MoU is made in two copies in English and Spanish. In case of divergence of interpretation, the English version shall prevail.

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

For the United Nations:

For Universidad Nacional de Córdoba

Movses Abelian
Under-Secretary-General for
General Assembly
and Conference Management

Jhon Boretto
Rector

Date

Date



Universidad Nacional de Córdoba
2024

**Hoja Adicional de Firmas
Informe Gráfico**

Número:

Referencia: Memorando de Entendimiento- ONU- Inglés

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