



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE UNITED NATIONS**

**AND**

**MONTEREY INSTITUTE OF INTERNATIONAL STUDIES**

**ON**

**COOPERATION IN TRAINING OF CANDIDATES**

**FOR COMPETITIVE LANGUAGE EXAMINATIONS**



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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 the Monterey Institute of International Studies (hereinafter the "MIIS").

**WHEREAS** for the past several years, international organizations that employ language professionals globally have been confronted with increasing 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 language examinations and employment opportunities for their qualified graduates;

**WHEREAS** the General Assembly, in its resolution 62/225 of 22 December 2007, requested the Secretary-General to continue to address the issue of succession planning by enhancing internal and external training programmes, developing staff exchange programmes between organizations and participating in outreach to institutions that train language staff for international organizations; and



**WHEREAS** MIIS has graduate programmes aimed at training students to become professional conference interpreters and conference translators, and wishes to cooperate with the United Nations in preparing its students for careers in translation, interpretation and related language professions;

**NOW THEREFORE**, the United Nations and MIIS (hereinafter separately referred to as a "Party" and jointly referred to as the "Parties") have agreed as follows:

### **ARTICLE 1** **Purpose**

In accordance with the terms and conditions of this MOU, the Parties agree to cooperate in programmes with the aim of training students to take competitive language examinations organized by the United Nations (hereinafter the "Training Programmes").

### **ARTICLE 2** **Responsibilities of the United Nations**

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

- Subject to the prior express written approval of the United Nations, allow the University to state in its course prospectuses or promotional materials that Training Programmes are geared, in particular, to preparing students to take competitive language examinations organized by the United Nations and to state that parts of the Training Programmes have been developed in cooperation with the United Nations;
- At the request of MIIS, provide training materials (e.g., 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 MIIS could provide a list of its faculty members possessing expertise in those fields who could be contacted by United Nations language services for consultations at no cost to the United Nations on the pro bono basis (see Article 3);





- At the request of MIIS, advise on the structure and content of curricula for the Training Programmes and assist in developing course modules and teaching materials;
- At the request of MIIS, assign United Nations staff to conduct training in the form of, for example, workshops, lecture series, and master-classes, the details of which would be agreed upon by the Parties in advance in writing;
- At the request of MIIS, assign United Nations staff to participate as observers during end-of-course examinations in the Training Programmes, with such assignments to be agreed upon by the Parties on a case-by-case basis, under separate agreements;
- At the request of MIIS and at no cost to the United Nations, receive selected students under the United Nations Internship Programme, for internships with the United Nations language services, subject to the conclusion of separate agreements;
- At no cost to the United Nations, conduct orientation seminars for the trainers/instructors of MIIS in order to familiarize them with United Nations-specific terminology and language usage, as applicable.

### **ARTICLE 3**

#### **Responsibilities of MIIS**

MIIS shall:

- Adapt, in consultation with the United Nations, as appropriate, existing Training Programmes or create new Training Programmes leading to a master's degree in conference interpretation and/or conference translation in any combinations of the six official languages of the United Nations (Arabic, Chinese, English, French, Russian and Spanish), with emphasis on preparation for competitive language examinations organized by the United Nations;
- Receive from the United Nations and widely disseminate among relevant target audiences announcements of competitive language examinations organized by the United Nations;



- Select students to be recommended for internships with United Nations language services;
- Provide a list of its faculty members possessing expertise in the subject matters relevant to the United Nations language services, who might, subject to applicable United Nations rules and regulations, be contacted by United Nations language services for pro bono consultations at no cost to the United Nations or retained by the United Nations in their personal capacity as consultants on a short-term basis to provide training to the United Nations language staff, under the understanding that such arrangements shall be subject to the conclusion of separate consultancy agreements between the recommended faculty members and the United Nations;
- Open its Professional in Residence programme to host staff translators or interpreters from the United Nations, free of charge, up to two weeks each time, where DGACM staff would be able to visit classes, to be guest speakers and share with MIIS students their professional experience, and at the same time enhance their B or C language proficiency;
- Ensure that students enrolled in the Training Programmes are informed that in order to be recruited by the United Nations, graduates of the Training Programmes shall still be required to pass competitive language examinations organized by the United Nations.

#### **ARTICLE 4**

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

1. MIIS 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 MIIS, 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. MIIS shall not use the United Nations name or emblem in the title of its Training Programme.





**ARTICLE 5**  
**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.
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.

**ARTICLE 6**  
**Confidentiality**

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, except as may be required by law.

**ARTICLE 7**  
**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. The initiation of conciliation or arbitration, in accordance with Article 8 of the MOU below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the MOU.
3. This MOU shall enter into force upon its signature by both Parties and shall be in effect for two years.



## **ARTICLE 8**

### **Settlement of Disputes**

1. **AMICABLE SETTLEMENT:** 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. 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.

2. **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of this MOU or the breach, termination, or invalidity thereof, unless settled amicably under Article 8.1, 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 this 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 this MOU, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("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 this MOU, 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 9**

### **Privileges and Immunities**

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 10**  
**Notices**

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:

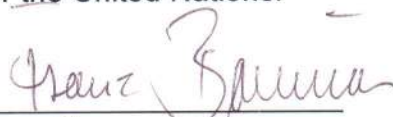
Dr. Franz Baumann, Assistant Secretary-General for General Assembly and Conference Management, United Nations Secretariat, 1 United Nations Plaza, New York, NY 10017, Room S-1527. E-mail: baumann@un.org.

To MIIS:

Dr. Renee Jourdenais  
Dean of the Monterey Institute of International Studies, 460 Pierce Street,  
Monterey, CA 93940-2659. E-mail: renee.jourdenais@miis.edu.

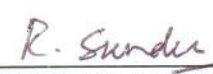
**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties affix their signatures below.

For the United Nations:

  
**Franz Baumann**  
Assistant Secretary-General for  
General Assembly and Conference  
Management

12 November 2009  
Date

For MIIS:

  
**Sunder Ramaswamy**  
President

Nov. 12, 2009  
Date