



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS

AND

**THE HERZEN STATE PEDAGOGICAL UNIVERSITY OF
RUSSIA**

ON

**COOPERATION IN TRAINING OF CANDIDATES
FOR COMPETITIVE LANGUAGE EXAMINATIONS**

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This Memorandum of Understanding (hereinafter "MOU") is made 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 (hereinafter the "UN"), represented by its Department for General Assembly and Conference Management (hereinafter "DGACM"), and the Herzen State Pedagogical University of Russia (hereinafter the "University").

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 UN 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 62/225¹, 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, the University has programmes for university graduates (or equivalent thereto) to train them to become professional conference interpreters and conference translators, and wishes to cooperate with the UN in preparing its students to language careers in those fields;

NOW, THEREFORE, the UN and the University (hereinafter separately referred to as a "Party" and jointly referred to as the "Parties") have agreed on the following:

ARTICLE 1 **Purpose**

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

ARTICLE 2 **Responsibilities of the UN**

The UN shall:

- Subject to the prior written approval of relevant texts by the UN, allow the University to state in its course prospectuses or promotional materials that Training Programmes are geared, in particular, to preparing students to take the competitive language examinations organized by the UN and to state that parts of the Training Programmes have been developed in cooperation with the UN;
- Subject to a request by the University, provide training materials (e.g., texts of speeches, documents and sound recordings of speeches, terminological and reference materials);
- Subject to a request by the University, provide a description of the subject matters relevant to the UN language services so that the University may provide a list of its faculty members possessing expertise in those fields (see Article 3);

¹ A/RES/62/225.



- Subject to a request by the University, advise on the structure and content of curricula for the Training Programmes and assist in developing course modules and teaching materials;
- Subject to a request by the University, assign UN 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;
- Subject to a request by the University, provide UN staff to participate as observers for end-of-course examinations in the Training Programmes, to be agreed upon by the Parties on a case-by-case basis, and subject to the conclusion of separate agreements;
- Subject to the UN rules concerning the UN Internship Programme, receive selected students for internships with the UN language services subject to the conclusion of separate agreements;
- Provide orientation seminars for University trainers to help them get acquainted with UN-specific terminology and language usage, as applicable, and at no cost to the UN.

ARTICLE 3

Responsibilities of the University

The University shall:

- Adapt, in consultation with the UN, as appropriate, existing Training Programmes or create new Training Programmes leading to a state-recognized diploma in conference interpretation and/or conference translation in the six official languages of the UN (Arabic, Chinese, English, French, Russian and Spanish), with emphasis on preparation for competitive language examinations organized by the UN.
- Receive from the UN and widely disseminate among relevant target audiences announcements of competitive language examinations organized by the UN;
- Select its students to be recommended for internships with UN language services;



- Provide a list of its faculty members possessing expertise in the subject matters relevant to the UN language services, who might be retained by the UN in their personal capacity as consultants on a short-term basis to provide training to the UN language staff, subject to the UN regulations and rules; such arrangements shall be subject to the conclusion of separate consultancy agreements between the recommended faculty members and the UN;
- Ensure that the students enrolled in the Training Programmes are informed that in order to be recruited by the UN, graduates of the Training Programmes shall still be required to pass the competitive language examinations organized by the UN.

ARTICLE 4

Use of the Name and Emblem of the UN

1. The University shall not advertise or otherwise make public the fact that it is cooperating with the UN pursuant to this MOU, except as provided for in Article 2 above, without the prior written approval of the UN. Nor shall the University, in any manner whatsoever, use the name and/or emblem of the UN, or any abbreviation of the name of the UN in connection with its business or otherwise without the prior written approval of the UN.
2. The use of the UN name or emblem in the title of the University's Training Programme shall not be granted.

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 implement 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 UN, nor the University, shall release any such confidential materials to third parties without the prior 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 the 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, the conciliation shall take place in accordance with the Conciliation Rules of the UN Commission on International Trade Law ("UNCITRAL") then obtaining, or according to such other procedure as may be agreed between the Parties in writing.

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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 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 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 the 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 the MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the UN, 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:

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To the University:

Prof. Gennady A. Bordovsky, Rector, the Herzen State Pedagogical University of Russia, 48, Moyka Emb., St-Petersburg, 191186, Russian Federation, Facsimile: + 7-812-312-11-95, e-mail: postmaster@herzen.spb.ru

To the UN:

Dr. Shaaban M. SHAABAN, Under-Secretary-General for General Assembly Affairs and Conference Management, United Nations, Secretariat, 1 UN Plaza, New York, NY 10017, Room S-2963. Facsimile: +1-212-963-8196; e-mail: shaabans@un.org.

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

For the University:

Gennady A. Bordovsky
Rector, the Herzen State
Pedagogical University of Russia

Date


28.08.2008.

For the United Nations:

Shaaban M. SHAABAN
Under-Secretary-General for
General Assembly and Conference
Management

Date


28/08/2008