



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS

AND

THE UNIVERSITY OF NAIROBI

ON

COOPERATION IN TRAINING OF PROFESSIONAL

LANGUAGE STAFF AT POST-GRADUATE LEVEL



**MEMORANDUM
OF
UNDERSTANDING**

BETWEEN

**THE UNITED NATIONS
AND
THE UNIVERSITY OF NAIROBI**

ON

**COOPERATION IN TRAINING OF PROFESSIONAL LANGUAGE
STAFF AT POST-GRADUATE LEVEL**

The present Memorandum of Understanding (hereinafter the "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, represented by its Department for General Assembly and Conference Management and the University of Nairobi. The University of Nairobi is a public university under Cap. 210 of the laws of Kenya and of P.O. Box 30197 00100 located on University Way off Harry Thuku Road (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, and a dire need for public service interpreters has been expressed in most African countries;

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 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 Senate has approved the establishment of Master's programmes to train students to become professional conference interpreters and conference translators, and wishes to cooperate with the United Nations in preparing its students to language careers in those fields;

NOW, THEREFORE, the United Nations 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 the provision of post-graduate university programmes geared to produce highly qualified translators and interpreters, equipped to take the competitive language examinations organized by the United Nations and compete for jobs on the international market on an equal footing.

ARTICLE 2 **Responsibilities of the United Nations**

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

- Subject to prior express written approval of relevant texts by the United Nations, allow the University to state in its course prospectuses or promotional materials that Training Programmes are geared to preparing students to take the 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;
- 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 language services of the United Nations so that the University may 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);



- 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 University criteria, 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;
- Subject to a request by the University, provide United Nations staff to participate as observers for 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 the University and at no cost to the United Nations and subject to the United Nations rules concerning the United Nations Internship Programme, receive selected students 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 the University in order to familiarize them with United Nations-specific terminology and language usage, as applicable.

ARTICLE 3

Responsibilities of the University

The University 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;
- Progressively grow the programmes into new training areas to accommodate the environment, subject to the approval of the University Senate;
- Receive from the United Nations and widely disseminate among relevant target audiences announcements of competitive language examinations organized by the United Nations;



- Select its students to be recommended for internships with the United Nations language services;
- Provide a list of its faculty members possessing expertise in the subject matters relevant to the United Nations;
- Ensure that the 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 the competitive language examinations organized by the United Nations;
- Ensure stability of project leadership for continuity and institutional memory;
- Ensure that all examinations in these programmes are conducted according to University policies and regulations.

ARTICLE 4

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 use of the United Nations 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 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 the present 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. The present 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. The present 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 United Nations Commission on International Trade Law ("UNCITRAL") then obtaining, or according to such other procedure as may be agreed between the Parties in writing.

Handwritten initials 'SS' in blue ink.



2. **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the present 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 the 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 the present 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. Shaaban M. Shaaban, Under-Secretary-General for General Assembly and Conference Management, 300 E 42nd St, New York, NY 10017, Room IN-0632. Facsimile: +1-212-963-8196; email: shaabans@un.org.

To the University:

Prof. George A. O. Magoha, Vice-Chancellor, University of Nairobi, P. O. Box 30197, Nairobi 00100, Kenya, Telephone +254-20-318262; email: vc@uonbi.ac.ke.

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

For the United Nations:

For the University of Nairobi:

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

for **George A. O. Magoha**
Vice-Chancellor
University of Nairobi

09/11/2010
Date

09/11/2010 .
Date