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Universidade do Minho

## COOPERATION AGREEMENT

BETWEEN

THE UNITED NATIONS UNIVERSITY

ACTING THROUGH

THE UNITED NATIONS UNIVERSITY  
OPERATING UNIT ON POLICY-DRIVEN ELECTRONIC GOVERNANCE

AND

THE UNIVERSITY OF MINHO

WHEREAS the United Nations University (hereinafter referred to as "UNU") was established as a subsidiary organ of the United Nations by General Assembly resolution 2951 (XXVII) of 11 December 1972;

WHEREAS the Council of the UNU decided at its 61<sup>st</sup> session on 12-13 May 2014, to establish the United Nations University Operating Unit on Policy-Driven Electronic Governance (hereinafter referred to as "UNU-EGOV" or "the Operating Unit"), in Guimarães, Portugal;

WHEREAS the UNU and the Portuguese Republic have concluded on 23 May 2014 an Agreement to regulate the questions arising as a result of the establishment of UNU-EGOV (hereinafter referred to as the "Host Country Agreement"), and an Agreement on the establishment, operation and location of UNU-EGOV (hereinafter referred to as the "Bilateral Agreement");

WHEREAS the University of Minho (hereinafter referred to as "UMINHO" or "the University"), a Portuguese public university located in Braga and Guimarães, offers a wide range of undergraduate and postgraduate education options as well as specialized training and advanced study courses, favours interdisciplinary research and education, and is strongly committed to internationalization;

WHEREAS according to Article 3 paragraph 3 and Article 5 of the Bilateral Agreement, the University shall provide to UNU-EGOV premises, including security, maintenance, equipment and running costs, personnel, infrastructure and accommodation for students;



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UNU and UMINHO, hereinafter individually referred to as "a Party" or collectively as "the Parties",

HAVE AGREED as follows:

#### ARTICLE 1 – COOPERATION

1. Consistent with their respective mandates and interests, the Parties shall cooperate in research, academic and other activities undertaken in support of the mission and programme of both Parties. Where appropriate and with consent from the other Party, the University and the Operating Unit shall list each other as cooperating institutions on any proposal submitted to pursue joint activities.
2. The Parties agree that any collaborative activity may include but is not limited to: joint research, joint academic activities like teaching and student supervision, joint events, and exchange of faculty, researchers and students.
3. Specific objectives, requirements, procedures, and financial and operational arrangements to implement collaborative activities between the Parties shall be formalized through special agreements.

#### ARTICLE 2 – JOINT ACADEMIC ACTIVITIES

1. The Parties shall cooperate in the development of short courses, as well as Master and PhD programmes.
2. Students participating in joint academic activities such as Master, PhD programmes or other accredited courses, will be considered as the students of UMINHO and fellows of the Operating Unit.

#### ARTICLE 3 – UNU-EGOV FELLOWS

1. Students involved in academic activities exclusive to UNU-EGOV (hereinafter referred to as "Fellows"), shall have the same rights and obligations as regular University students (hereinafter referred to as "Students").
2. Fellows shall register at the Academic Services of the University.
3. UNU-EGOV shall inform the University about new Fellows at least two months prior to their arrival, sending all required information to the University in order to [] ensure their registration.



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4. The University shall provide accommodation in Guimarães to Fellows on the same conditions as it provides accommodation to its own Students. The terms and conditions shall be agreed upon by the Working Group set up in accordance with Article 12, paragraph 2 of the Bilateral Agreement.
5. Before the commencement of every academic year, based on the academic calendar defined by the University, the Operating Unit shall book the number of rooms required for current and incoming Fellows during the subsequent 12 months, ensuring their effective occupation.
6. The Fellows that receive University accommodation must comply with the accommodation rules defined in Article 5 of *Normas das Residências* attached as Annex 6 to this Cooperation Agreement (hereinafter referred to as "this Agreement").

#### ARTICLE 4 – JOINT RESEARCH ACTIVITIES

1. The University shall enable contributions from at least ten academic staff from its various schools and institutes to dedicate their research (40% of the workload) to working with the Operating Unit. Such academic staff (hereinafter referred to as "the UNU-Associated Academics") shall be nominated by the University based on excellent qualifications and relevance of work to the programme of the Operating Unit. The Operating Unit shall provide honorary titles to the UNU-Associated Academics that contribute to its programme and activities, and the UNU-Associated Academics shall recognize both institutions in their publications and activities. The terms of reference for these positions are described in Annex 3 hereto.
2. The academic staff referred to in paragraph 1 above shall sign the Undertaking attached as Annex 4 to this Agreement and shall perform the duties relating to their functions, as mentioned in that Undertaking. Such staff shall be made available in accordance with the modalities attached as Annex 5 to this Agreement.
3. The Operating Unit shall enable its academic staff to contribute to research and academic activities conducted by the University. Such academic staff (hereinafter referred to as "the UMINHO-Associated Academics"), shall be nominated by the Operating Unit, be integrated in the University research units, and contribute to building or strengthening the academic and research capacity of the University in the focal area of the Operating Unit. The University shall provide honorary titles to the UMINHO-Associated Academics that contribute to its programme and activities, and the UMINHO-Associated Academics shall recognize both institutions in joint publications and activities. The terms of reference for these positions are described in Annex 3 hereto.



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4. In addition to UNU-Associated Academics and UMINHO-Associated Academics, UNU-EGOV and UMINHO shall encourage other academic staff to contribute to joint collaborative activities on a project basis, and shall consider such staff for possible associated status depending on such contributions.
5. The Operating Unit shall collaborate with an institutional project set up by the University to coordinate, promote and enable all collaborative activities between both Parties.

#### ARTICLE 5 – PREMISES

1. The University shall make available to the Operating Unit permanent premises at the Postgraduate Center, Campus de Couros (hereinafter referred to as “the Premises”), address “UNU-EGOV, Rua Vila Flor 166, 4810-430 Guimarães, Portugal”, comprising eight offices, entrance and corridor, and shall grant the Operating Unit exclusive right to occupy and use the Premises free of charge as long as the Operating Unit continues its operations in the Portuguese Republic. The extent of the Premises is delineated in Annex 1 of the Bilateral Agreement.
2. The University shall also provide to the Operating Unit free of charge, non-exclusive access to those common lecture and meeting rooms within the Postgraduate Center not attributed to the current resident programmes, assign such access on equal terms with other occupants, and provide access to the common infrastructure, utilities and services provided by the Postgraduate Center. The extent of the common lecture and meetings rooms and infrastructure available within the Postgraduate Center for shared use by the Operating Unit is delineated in Annex 1 of the Bilateral Agreement.
3. The University shall, at its expense, provide for the security service, maintenance and running costs of the Premises. It shall also provide, in the same manner, all moveable furnishings, fitting and equipment for the Premises and shall be responsible for their repair and maintenance. A list of the requirements and items corresponding to the equipping of the Premises shall be agreed upon by the Working Group set up in accordance with Article 12, paragraph 2 of the Bilateral Agreement. The furnishings and equipment are listed in Annex 1 hereto (hereinafter referred to as “the Inventory”).
4. The repair and maintenance of the furnishings and equipment installed in the Premises shall be duly recorded in the Inventory. Matters related to the major maintenance of the Premises shall be discussed and agreed upon by the Working Group set up in accordance with Article 12, paragraph 2 of the Bilateral Agreement.
5. The Operating Unit shall not be liable for any loss or damage to the furnishings, fittings and equipment, or for personal injuries to third parties or property damage occurring to the facilities except that the Operating Unit shall be liable for injury or damage resulting



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from gross negligence or wilful misconduct by the personnel or officials of the Operating Unit.

6. The Operating Unit shall take reasonable preventive measures to protect the life and property of third parties using the Premises.

#### ARTICLE 6 – OTHER SERVICES

1. The University shall provide access to the Fellows and personnel and officials of the Operating Unit (hereinafter referred to as “the Staff”) to its technology, library, recreation and hospitality infrastructure and services, granting them the same level of access and charging the same fee as borne by the staff and students of the University.
2. Technology services made available by the University to the Fellows and Staff shall include access to the Internet within the University and possibly its research and higher education partners in Portugal and abroad, access to e-learning platforms and software licenses, and other technology services made available by the University to its staff and students.
3. Library services made available by the University to the Fellows and Staff shall include access to the collections and facilities provided by the University including home loans, external document requests and reference services, access to electronic libraries and databases, and other library services made available by the University to its staff and students.
4. Recreational and hospitality services made available by the University to the Fellows and Staff shall include access to the sports, cultural, dining, transport and parking facilities of the University, and related services made available by the University to its staff and students.
5. In order to facilitate access to technology, library, recreational and hospitality infrastructure and services, the University shall issue to the Fellows and Staff the same identity cards and electronic credentials as used in the University.

#### ARTICLE 7 – ADMINISTRATIVE STAFF

1. The University shall provide free of charge one full-time staff on secondment to the Operating Unit (hereinafter referred to as “the Administrative Officer”) to be responsible for administrative support. The extent of administrative support provided by the Administrative Officer as well as qualifications and experience expected from any candidate for this position are described in Annex 2 hereto. The conditions of



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employment of the Administrative Officer will follow the rules and procedures set forth by the University.

2. The University shall provide one on-demand technical support staff (hereinafter referred to as "the Technology Officer") to address specific information technology and related issues faced by the Operating Unit. The Technology Officer will provide technology-related services to the Operating Unit according to the standards and practices set forth by the University.
3. The administrative staff referred to in this Article shall sign the Undertaking attached as Annex 4 to this Agreement and shall perform the duties relating to their functions, as mentioned in that Undertaking. Such staff shall be made available in accordance with the modalities attached as Annex 5 to this Agreement.

#### **ARTICLE 8 – COORDINATION AND COMMUNICATION**

1. The University shall designate a focal person to act as an interface with the Operating Unit to be responsible for the implementation of this Agreement including matters relating to the Premises, students accommodation, services, staff and projects.
2. The Parties shall keep each other informed from time to time about ongoing and planning projects and activities of mutual interest, and shall consult each other regularly on the implementation of this Agreement and on the projects and activities under joint execution.

#### **ARTICLE 9 – LEGAL STATUS**

In its collaboration with the Operating Unit, the University shall recognize and respect the legal status of UNU, as specified in Article 2 of the Host Country Agreement. The Parties shall also ensure that each Party enjoys the academic freedom required for the achievement of its objectives, with particular reference to the choice of subjects and methods of research and training, the selection of persons and institutions to share in its tasks, and freedom of expression.

#### **ARTICLE 10 – AMENDMENT**

1. Either Party may request in writing to the other Party a revision, amendment or modification of all or any part of this Agreement.
2. Any revision, amendment or modification shall be mutually agreed upon by the Parties and shall be set forth in writing and shall form part of this Agreement.



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3. Such revision, amendment or modification shall enter into force on such date as may be determined by the Parties.
4. Any revision, amendment or modification shall be without prejudice to the rights and obligations arising from or based on this Agreement before or up to the entry into force of such revision, amendment or modification.

#### ARTICLE 11 – SETTLEMENT OF DISPUTES

Any dispute between the Parties concerning the interpretation or application of this Agreement which cannot be settled amicably shall be submitted, at the request of either Party to the dispute, to arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

#### ARTICLE 12 – WAIVER

Nothing in this Agreement shall be deemed to be a waiver, express or implied, of the privileges and immunities of the United Nations, including the UNU, which is an autonomous organ of the General Assembly thereof or of UNU-EGOV which is an integral part of the University.

#### ARTICLE 13 – ENTRY INTO FORCE

1. This Agreement shall enter into force upon signature by the Parties, and shall remain in force as long as the Operating Unit continues its operations under the Host Country Agreement and Bilateral Agreement.
2. The termination of this Agreement shall not affect the implementation of any ongoing projects, which have been agreed upon before the date of termination of this Agreement. In such circumstance, the Parties would agree on how to discharge any residual responsibilities to Fellows who had been involved in joint activities.

IN WITNESS WHEREOF, the representatives, being duly authorized thereto, have signed this Cooperation Agreement, in duplicate in the English and Portuguese languages, both texts being equally authentic, in Guimarães, Portugal, on 27 October 2014.



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FOR THE UNITED NATIONS UNIVERSITY

Max Bond  
Vice-Rector  
and Executive Officer

FOR THE UNIVERSITY OF MINHO

António Cunha  
Rector





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**ANNEX 1 – INVENTORY OF FURNISHINGS AND EQUIPMENT IN UNU-EGOV PREMISES**

Moveable furnishings:

1. 10 desks (gray)
2. 2 desks (red)
3. 2 large tables (red)
4. 2 small tables (gray)
5. 9 desk chairs with armrests
6. 2 desk chairs without armrests
7. 22 table chairs
8. 4 armchairs
9. 11 book shelves
10. 2 large cabinets
11. 2 small cabinets
12. 12 drawer cabinets
13. 8 disposal bins

Equipment:

1. 2 desk lights
2. 9 telephones
3. 2 fire extinguishers



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## ANNEX 2 – TERMS OF REFERENCE FOR ADMINISTRATIVE OFFICER

This Annex describes the Terms of Reference for the position of the Administrative Officer provided by the University to the Operating Unit. The Terms of Reference include responsibilities associated with this position, and expected qualifications and experience of any candidate.

### RESPONSIBILITIES

Under supervision of the Head of the Operating Unit and in close coordination with UNU Administration, the Administrative Officer is expected to fulfil the following responsibilities:

1. Financial Management
  - Prepare monthly routine reports for financial reporting
  - Assist in monitoring and reporting finances of externally funded projects
  - Coordinate with UNU Financial services all issues related to UNU-EGOV payments
  - Ensure full compliance with UN Financial Rules and Regulations
2. Human Resource Management
  - Assist with the recruitment of personnel, in particular with advertising vacancy announcements, and monitoring of applications flows
  - Assist in drafting personnel contracts, including fellowship invitation letters based on UNU Human Resources policies
  - Assist in maintaining and updating personnel files
  - Assist with the maintenance of staff attendance records in line with UNU policies and procedures
3. Asset Management
  - Assist in managing UNU-EGOV office premises, including the maintenance of the facilities, in coordination with the University
  - Maintain the records of the usage of offices, phones and other equipment
  - Maintain the inventory of UNU fixed assets and other items in the UNU information systems
  - Plan and coordinate annual physical verification of inventory items, analyse any discrepancies and assist with required asset disposal processes
  - Maintain supporting documents, registers, and appropriate filing systems
4. Procurement Management



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- Assist in planning and undertaking the procurement activities of UNU-EGOV, e.g. office supplies, printing services, IT services, etc.
- Perform market research of potential suppliers and solicit supplier offers for goods and services
- Issue purchase orders to suppliers, follow up on subsequent logistics, clear and process vendor invoices for payment, and conduct supplier evaluations
- Provide support and guidance to all stages of the procurement process, and advise UNU-EGOV staff on the matters relevant to the UN procurement rules and practices
- Assist with procurement announcements and evaluation process of the bidding documents and proposals, and maintain UNU supplier lists

#### 5. Programme Support

- Assist in organizing conferences, meetings, workshops, seminar activities and other events, including internal meetings, related to the academic programmes
- Assist personnel, visitors and fellows with travel arrangements
- Take notes and prepare minutes of meetings when required
- Support the dissemination of information, including drafting of materials for the website and media releases on the activities of the Operating Unit
- Update content on the website and social media tools
- Update the calendar of the Operating Unit
- Index and route incoming correspondence and other materials to proper recipients
- Respond to routine inquiries and information requests, including drafting routine written responses, as required
- Liaise closely with UNU Administration on the performance of administrative work
- Perform any other duties as may be assigned or required by the Head of the Operating Unit

#### EXPECTED QUALIFICATIONS AND EXPERIENCE

1. Bachelor's degree in Business Management, Information Systems, Public Administration or an equivalent field of study
2. Substantial work experience in office administration, preferably working with international partners or promoting international activities
3. Excellent written and spoken English and Portuguese, and communication skills
4. Result-oriented and self-motivated
5. Ability to prioritize tasks, to complete them within a limited time frame and to handle multiple concurrent activities
6. Proficiency in ICT-based office applications



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7. Conscientious, with excellent attention to details
8. A good team player, with proven interpersonal skills demonstrated by the ability to work in a multicultural, multi-ethnic environment, with sensitivity and respect for diversity

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### ANNEX 3 – TERMS OF REFERENCE FOR ACADEMIC STAFF

1. UNU-Associated Academics shall dedicate their research time to UNU-EGOV, in coordination with the research units to which they are affiliated within UMINHO.
2. UNU-Associated Academics will be nominated by UMINHO and appointed by UNU-EGOV based on specific collaboration and project development and according to the internal requirements and procedures of UNU.
3. The appointment will initially last for two years, renewable for further two-year periods based on the extent of contribution given to UNU-EGOV, and the progress achieved through the collaboration between the Parties.
4. UNU-Associated Academics will be granted by UNU-EGOV the titles of “Adjunct Professor”, “Adjunct Associate Professor” or “Adjunct Assistant Professor” depending on their seniority within UMINHO.
5. UNU-Associated Academics are expected to contribute to UNU-EGOV in terms of research, development, teaching, outreach and fund raising, and to strengthening collaboration between the Parties.
6. The minimum attendance for UNU-Associated Academics in the Cursos Campus in Guimarães will be one day per week on average but not less than twice per month.
7. UMINHO-Associated Academics shall be designated to advance collaboration with UMINHO.
8. UMINHO-Associated Academics will be nominated by UNU-EGOV and appointed by UMINHO based on specific collaboration and project development and according to the internal requirements and procedures of UMINHO.
9. The appointment will initially last for two years, renewable for further two-year periods based on the extent of contribution given to UMINHO, and the progress achieved through the collaboration between the Parties.
10. UMINHO-Associated Academics will be granted by UMINHO the titles of “Invited Professor”.
11. UMINHO-Associated Academics are expected to contribute to UMINHO in terms of research, development, teaching, outreach and fund raising, and to strengthening collaboration between the Parties.
12. The minimum attendance [ ] for UMINHO-Associated Academics ] in joint activities at one of the UMINHO campuses in Braga or Guimarães will be one day per month.



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#### ANNEX 4 – UNDERTAKING

I, the undersigned, as an Employee of the University of Minho, made available to the United Nations University Operating Unit on Policy-Driven Electronic Governance (“UNU-EGOV”) pursuant to the Cooperation Agreement concluded between the United Nations University acting through the United Nations University Operating Unit on Policy-Driven Electronic Governance and the University of Minho, hereby undertake to abide by the following:

1. I acknowledge having been informed that I shall not have the status of a member of UNU-EGOV personnel and that I shall not enjoy the rights granted by the latter to its personnel. I understand that, as an Employee of the University of Minho (“the University”), I shall not be covered by the social security benefits provided by the United Nations University (“UNU”).
2. I further acknowledge having been informed that the University shall be responsible for the provision of adequate social security coverage, particularly with regard to retirement, health and medical problems, occurring during the entire time of my assignment to UNU-EGOV, in accordance with the applicable legislation and regulation and with the applicable regulation(s) of the University.
3. I understand that I will be considered as an Employee placed at the disposal of UNU-EGOV to perform such duties as required for the proper implementation of the purposes and activities of UNU-EGOV.
4. I further understand that while performing my duties at UNU-EGOV, I shall:
  - be subject to the authority of the Rector of UNU or, on his behalf, the Head of UNU-EGOV or any person acting on his or her behalf;
  - exercise the utmost discretion in regard to all matters of official business;
  - not accept a donation or remuneration from any source other than the University, except upon explicit permission from the Rector of UNU or, on his behalf, the Head of UNU-EGOV;
  - comply with the Statute of UNU-EGOV and all reasonable instructions and directives issued by the Head of UNU-EGOV and relevant to the performance of my duties;
  - have the function of \_\_\_\_\_ and perform all duties relating to such function as described in the attached post description.

**Name of the Employee in block letters:**

**Date**

**Signature**



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*[Handwritten signatures]*

## ANNEX 5 – MODALITIES RELATING TO EMPLOYEES MADE AVAILABLE TO THE OPERATING UNIT

### Article 1. Employees to be made available to the Operating Unit

1.1. The University shall make available to the Operating Unit on a non-reimbursable basis, the services of such of its academic and administrative personnel (hereinafter jointly referred to as the "Employees" and individually as the "Employee") as required for the proper implementation of the joint activities of the Operating Unit.

1.2. The Employees shall each sign the Undertaking attached as Annex 4 to the Agreement and shall each perform the duties relating to their function, as mentioned in that Undertaking.

1.3. Without prejudice to the provisions of the Host Country Agreement, the Operating Unit shall respect the legal and employment relationship between the University and the Employees, as well as decisions affecting that relationship.

### Article 2. Remuneration of the Employees and expenses in connection with their assignment to the Operating Unit

2.1. The University shall pay the Employee his/her salary, allowances, benefits and all expenses relating to his/her assignment to the Operating Unit, particularly as concerns taxes, medical insurance coverage, other benefits to which the Employee is entitled, in accordance with the applicable regulations of the University.

2.2. The UNU shall not be liable for any expenses related to these Employees.

2.3. The University shall be responsible for any claim brought by third parties against the UNU for damages as a result of a negligent act or omission by the Employee during the performance of his/her duties on behalf of UNU, and shall assume responsibility for any financial consequences connected herewith.

### Article 3. Conditions relating to the Employee's appointment

3.1. The Employee made available to the Operating Unit shall enjoy all the rights and social welfare benefits related to his/her status as a member of the personnel of the University.

3.2. The Employee shall be required to observe the Statute of the Operating Unit and all instructions and directives by the Head of UNU-EGOV relevant to the performance of his/her duties.

3.3. In the performance of his/her official duties on behalf of UNU, the Employee shall be subject to the authority of the Rector of UNU, or on his behalf, the Head of UNU-EGOV and, shall be accountable to the Rector or to the Head.



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3.4. In the performance of his/her official duties on behalf of UNU, the Employee shall carry out his/her work in accordance with the interests of UNU.

3.5. The Employee shall conduct himself/herself at all times in a manner befitting his/her relationship with UNU as a subsidiary organ of the United Nations. He/she shall not engage in any form of activity incompatible with the performance of his/her work for UNU. He/she shall avoid any action and in particular any kind of public pronouncement that may adversely reflect on the image of UNU. While he/she is not expected to give up his/her national sentiments, or his/her political and religious convictions, he/she shall at all times bear in mind the reserve and tact incumbent upon him/her by reason of UNU's status referred to above.

#### **Article 4. Accountability**

4.1. The University shall remain the employer of all the Employees and shall continue to assume all rights and obligations of an employer under the laws of Portugal. The Employees made available to the Operating Unit will continue to be paid by the University as the releasing entity and shall be subject to the rules of the University, including their right for advancement, promotion, remuneration, allowances, retirement compensation, and other rights and obligations. All claims relating to those matters shall be dealt with by the University.

#### **Article 5. Settlement of disputes**

5.1. Any controversy or dispute between the Operating Unit and the University concerning the execution or interpretation of the present modalities relating to the Employees shall be settled in accordance with the procedure set out in Article 11 of the Agreement.

5.2. The Parties undertake to engage in regular consultation with regard to all staff related issues with a view to resolving any eventual problems arising from the implementation of the present modalities.





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## ANNEX 6 – NORMAS DAS RESIDÊNCIAS