AGREEMENT OF COOPERATION BETWEEN THE UNITED NATIONS UNIVERSITY, THE MINISTRY OF THE FLEMISH COMMUNITY OF THE KINGDOM OF BELGIUM, AND

THE UNIVERSITY OF GENT ON THE ORGANISATION OF AN INTERNATIONAL TRAINING PROGRAMME ON BIODIVERSITY

THE UNITED NATIONS UNIVERSITY in Tokyo (hereinafter referred to as "the UNU"), represented by Rector J.A. van Ginkel,

THE MINISTRY OF THE FLEMISH COMMUNITY OF THE KINGDOM OF BELGIUM (hereinafter referred to as "the Ministry"), represented by Minister-President Patrick Dewael, and

THE UNIVERSITY OF GENT (hereinafter referred to as "the host institution"), represented by Rector J. Willems.

HAVE AGREED as follows:

Article 1 Objective of the Agreement

The Ministry will contribute to the activities of the UNU, through the good services of the host institution, in the form of a yearly grant, to be used for the organisation of an international training programme on biodiversity. The programme will consist of an international teaching corps, and course participants from developing countries.

Article 2 General

- 2.1 The training programme shall be executed carefully and uninterruptedly over period of not less than six months per annum, starting in the first week of September of each calendar year.
- 2.2 The host institution shall make available free of charge its scientific and educational infrastructure, and qualified staff for the training programme. The allowance for equipment specified in **Article 4** is to be interpreted as one-time supplement meant to augment the existing facilities for meeting the needs of the training programme. All equipment shall remain available to the training programme for the whole period of its existence. The host institution shall also open its social infrastructure (dormitories and restaurant facilities) to the course participants on the same conditions as to its ordinary students.
- 2.3 The allowance granted for equipment will used exclusively for the implementation of the training programme as defined in **Article 1**.

Article 3 Staff

- 3.1 The host institution shall guarantee to all staff hired for the implementation of the training programme as defined in **Article 1**, identical conditions of salary as for its other staff.
- The salaries of one academic and one administrative staff member will be charged to the budget of the training programme. These full-time positions may also be filled by part-time staff-members. The Ministry agrees to reimburse the host institution for these salaries, fully adjusted to seniority.

Article 4 Budget

- 4.1 The budget of the programme to be provided by the Ministry is 29,974,780 BEF (Decree of the Flemish Government concerning the allocation of a subsidy for the United Nations University Besluit van de Vlaamse Regering betreffende de toekenning van een subsidie aan de United Nations University dd. 8-12-1998), and will be composed of two parts: staff budget and recurrent budget. In the first year only, there will also be a special allocation by the Ministry of 1,200,000 BF for installing a computer network. The staff budget will be calculated on a yearly basis in accordance with the applicable procedures of the host institution; the recurrent budget shall amount to 4,150,000 BF. It shall be increased yearly by an amount of two per cent, to compensate for increase in the cost of living.
- 4.2 The number of fellowships to be awarded for the course shall not be less than ten per year. The fellowships include the travel costs of the participants, as well as monthly allowance to cover living expenses. All participants will register as students of the UNU. The UNU will provide them with all necessary insurance coverage.
- 4.3 The UNU, together with the Programme Director, who shall be appointed by the host institution in consultation with the UNU, shall take responsibility for the identification and selection of candidates for fellowships in accordance with the established UNU procedure which may involve site visits of institutions and interviews of potential fellowship candidates by the Programme Director and other individuals specifically designated for this purpose. Suitable candidates for the programme shall also be solicited by prospection using an announcement that will be widely circulated. The UNU shall give due consideration to suggestions that the Ministry may make regarding countries and institutions from where the training candidates may be identified. In accordance with the UNU procedure, candidates for fellowships shall be presented to the UNU training Committee for approval. However, the final decision to admit the approved candidates for training shall be made by the host institution. All expenses related to the identification of candidates shall be borne by the UNU.
- 4.4 Staff expenses will include the indexed gross salaries, employer's contributions to social security and health insurance, as well as all allowances and bonuses, as required by law.
- The recurrent budget shall include the ten fellowships (at 30,000 BF per man-month), the cost of purchasing printed and electronic documentation, the use of computers and peripherals, the cost of stationery and telecommunications, the standard consumables for laboratory use during the practicals of the course, and the maintenance cost of equipment. Also included are travel and subsistence expenses of staff members within Belgium, which will be reimbursed according to the norms of the host institution, and the Programme Director's travel expenses incurred in selecting candidates for the course. The costs of travel and subsistence of visiting professors to the course, whether Belgian or not, will be reimbursed on evidence of real costs incurred. Plane tickets will be economy class only. Additionally, a reasonable honorarium may be paid to lecturers, the amount of which will be determined in accordance with the seniority of the personalities involved, and in accordance with the rules and customs of the host university. The Programme Director will be allowed to charge representation costs in relation to the course, such as the expenses of business lunches with visiting professors, within reasonable limits.

- The accounts will be settled yearly. The staff budget will be refunded to the host institution upon production of necessary documentation; the recurrent budget will be paid by the Ministry to the UNU well in advance of the starting date of each course.
- 4.7 The host institution, as well as the UNU and the Programme Director, shall keep accounts on the usage made of the budget. Certified accounts will be submitted to the Ministry annually by UNU, together with an annual interim report.
- Payments to the University of Gent for the implementation of activities described in the Memorandum of Understanding between the Ministry of the Flemish Community, the United Nations University and the University of Gent, will be made by the United Nations University in Belgian Francs on the account number 001-1950621-27 (with reference 44UN1299).

Article 5 Liabilities

The execution of this training programme does not involve any liability on behalf of the Ministry, the UNU or the host institution as far as any damage to physical persons or goods, either directly or indirectly, caused by the programme and its participants, is concerned.

Article 6 Certificates

Upon satisfactory completion of the training programme, the fellows shall be eligible to receive UNU certificates upon the recommendation of the Programme Director and the submission of reports considered satisfactory. The Certificates shall be signed by the UNU Rector and Vice-Rector, the Rector of the host institution and the Programme Director.

Article 7 Programme

Annex 1 of this Agreement gives an overview of the programme to be taught. The exact course contents will be adjusted yearly, taking into account the availability of lecturers, while maintaining all basic modules.

Article 8 Interpretation

Any question relating to the application or interpretation of this Agreement shall be resolved through consultation.

Article 9 Amendment

The provisions of this Agreement may be amended at any time by mutual consent in writing.

Article 10 Entry into Force

This Agreement shall enter into force upon signature for a period of five years and may be subject to extension by mutual consent. The UNU, the Ministry or the host institution may terminate the Agreement by giving one year's written notice.

IN WITNESS WHEREOF, the undersigned, duly authorised thereto, have signed this Agreement.

DONE in triplicate, in the English language in Tokyo on ______1999 and in Brussels on ______1999 and in Gent on ______1999.

For the United Nations University

For the Ministry of the Flemish Community

Prof. J.A. Van Ginkel

Rector

Patrick Dewael Minister-President

For the University of Gent

Prof. J. Willems

Rector

Prof. H. Dumont, Programme Director

GEZIEN EN GOEDGEKEURD

YANNICK DE CLERCO

REGERINGSCOMMISSARIS