



The United Nations
University



**Fourth Memorandum of Understanding between the Government of Flanders
(Kingdom of Belgium), the United Nations University and
the College of Europe concerning the funding of
the Research and Training Programme
on Comparative Regional Integration Studies (UNU-CRIS)**

RECALLING the *Third Memorandum of Understanding between the Government of Flanders (Kingdom of Belgium), the United Nations University and the College of Europe* signed in Tokyo on 20 August 2003 and in Bruges, Belgium, on 5 September 2003, which expired on 31 December 2003;

CONSIDERING that the Council of the United Nations University at its 47th session held in Macau from 20-24 November 2000 approved the establishment of the United Nations University Research and Training Programme on Comparative Regional Integration Studies (hereinafter referred to as "UNU-CRIS") in Bruges, Belgium;

DESIRING to give effect to the further operation of UNU-CRIS in Bruges, Belgium for the period 2003-2009;

the following is agreed between

the Flemish Community, hereinafter referred to as "the Community", represented by its Government, for whom is acting Mrs. Fientje MOERMAN, Vice-Minister-President of the Flemish Government and Flemish Minister for Economy, Enterprise, Science, Innovation and Foreign Trade, Martelaarsplein 7, 1210 Brussels, Belgium,

and

the United Nations University, hereinafter referred to as "UNU", represented by Mr. J. A. VAN GINKEL, Rector, 53-70 Jingumae 5-chome, Shibuya-ku, Tokyo 150-8925, Japan,

and

the College of Europe, hereinafter referred to as "the College", represented by Mr. P. DEMARET, Rector, Dijkver 11, 8000 Bruges, Belgium (hereinafter called "the Parties")

CHAPTER 1 –GENERAL PROVISIONS

Article 1. The purpose of this Memorandum shall be to give effect to the further operation of UNU-CRIS as a Research and Training Programme (RTP), with the possibility of its subsequent development into a Research and Training Centre (RTC) on Comparative Regional Integration Studies, located in Bruges, Belgium. UNU-CRIS shall initiate and carry out its research and capacity building activities in collaboration with the College and with the support of the Government of Flanders.

Article 2. The cooperative activity covered by this Memorandum shall consist of:

- 1. The continuation of the operation of UNU-CRIS as from 1 January 2005 onwards in Bruges, Belgium. The strategic directions of UNU-CRIS for the period 2005-2009 is appended as Annex 1 to this Memorandum.
- 2. The development of a medium-term programme of activities that fits within the Strategic Plan of the United Nations University (2005-2008).
- 3. The functioning of UNU-CRIS as a Research and Training Programme (PTP), aiming at the development of a global network on comparative regional integration studies.

Article 3. §1 The Director of UNU-CRIS shall be the chief academic and administrative officer of UNU-CRIS and has overall responsibility for the direction, organization, and administration of programmes and personnel of UNU-CRIS on behalf of the Rector of UNU

§2 The Rector of the UNU, the Director of UNU-CRIS and the Rector of the College shall consult each other on a periodic basis on the activities of the Programme.

§3 UNU-CRIS and the College shall inform each other before undertaking projects in fields of common interest, in order to avoid mutual competition and enhance cooperation

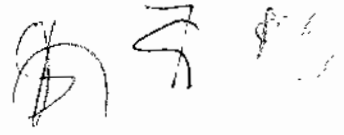
Article 4. The contributions of the Parties shall be as follows:

§1 The UNU shall:

- a) make available academic and logistic support to assist in the further operation of UNU-CRIS;
- b) help identify appropriate partners for the UNU-CRIS network.

§2 The College shall:

- a) supply local professional and administrative personnel provided for in the UNU-CRIS budget and appointed by the Director of UNU-CRIS acting on behalf of the UNU Rector;
- b) make available scientific, logistical and educational infrastructure, including:
 - i) full access and use of retirement facilities to UNU-CRIS personnel, students and guests at College conditions;
 - ii) full access and use of the library facilities, free of cost;
 - iii) making available seminar and training rooms, subject to advance reservation and availability, free of cost, and
 - iv) facilitating the lodging of visiting research fellows at cost price.



§3 The Community shall provide financial support for the core activities of UNU-CRIS in the period 2005-2009.

§4 UNU-CRIS shall develop a close collaboration with the College, that includes amongst others:

- Giving full access to College staff and students to the UNU-CRIS library;
- Inviting College staff and students to all main UNU-CRIS conferences, lectures and seminars;
- Delivering – free of cost – of lectures and seminars to the College students; and
- Performing joint research projects and submitting joint applications for external funding

The Rector of the College and the Director of UNU-CRIS will consult each other on a regular basis to discuss concrete modalities of such collaboration.

CHAPTER 2 – MISSION STATEMENT, QUALITY OF PERFORMANCE AND REPORTING

Article 5. The mission statement of UNU-CRIS, its strategic goals and core programmes are outlined in the strategic directions 2005-2009, which is appended as Annex 1 to this Memorandum. The strategic directions of that plan will be translated into subsequent biennial strategic plans that, in line with the UNU-CRIS statute, will be submitted for approval to the UNU Council.

Article 6 The evolution of the performance of UNU-CRIS will be measured against the following indicators, which will be assessed both from a quantitative and a qualitative perspective, taking into account the available resources:

1° Scholarly output:

- Number of publications in refereed journals and refereed books (per personnel)
- Number and nature of collaborations with Flemish universities and the College (including refereed co-publications)
- Number and quality of research and conference reports (including electronic working papers) produced (per personnel)
- Number and quality of academic presentations at international conferences (per personnel)

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2° Capacity building:

- Number and quality of teaching activities organised (seminars, workshops, summer schools and other training programmes), supplemented by the evaluation of individual participants
- Volume and quality of teaching and research partnerships with Flemish universities
- Number and quality of visiting international researchers

3° Policy and societal impact:

- Number and quality of presentations invited by government agencies and international organisations
- Volume and quality of networking with civil society organisations and policy think tanks
- Share of external funding obtained from ministries, international organisations, corporate groups and policy (advisory) boards
- Membership in governmental advisory committees, foundations and policy review panels

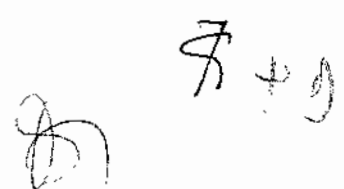
4° Quality of service

- In the second half of 2006 and 2008 UNU-CRIS shall organize a comparative qualitative survey among the users of its website and the subscribers to its electronic newsletter to assess their satisfaction with the contents and format of both website and newsletter
- Use of research and conference reports produced, in terms of number of copies requested and number of downloads on the website

The performance of UNU-CRIS will be monitored in such a way that not only the output, but also the effects of its activities will be assessed.

The 2004 results for the indicators mentioned under 1°, 2° and 3° of this Article will serve as reference measurement. They will be listed in or as an annex to the UNU-CRIS annual report 2004

Article 7. UNU shall appoint an Advisory Committee, which shall provide advice and guidance to the Director of UNU-CRIS in accordance with the general principles, policies and criteria formulated by the Council of UNU to govern the activities of the University, and in accordance with the strategic directions 2005-2009 of UNU-CRIS. The Advisory Committee will also monitor the performance of UNU-CRIS. The Advisory Committee will consist of up to six members, who shall serve in their individual capacity, including the Rector of the College and one member proposed from the Flemish Community. The Rector of the UNU shall be an *ex officio* member of the Advisory Committee. The Director of UNU-CRIS shall not be a member of the Advisory Committee, but will participate in its meetings and contribute to the proceedings.

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Article 8. Every year by 31 March at the latest, UNU-CRIS will submit its annual report to the Community. The report will contain at least:

- an overview of the scientific activities carried out;
- a detailed financial overview of all income and expenditure;
- the envisaged use of possible budget transfers;
- a self-assessment of the progress realised with a reference to the strategic directions 2005-2009 of UNU-CRIS;
- the performance realised in terms of scholarly output, capacity building and policy impact;
- a self assessment of the impact generated by the activities of UNU-CRIS;
- an assessment of the societal relevance of the research carried out by UNU-CRIS;
- a quantitative and qualitative projection of the performance objectives for the subsequent year.

CHAPTER 3 -- FINANCIAL PROVISIONS

Article 9. §1 Annually, the financial support from the Community to UNU-CRIS will be specified in the budget. In 2005 a budget of maximum 966,000 euro (hereinafter referred to as "the budget") shall be made available for UNU-CRIS. The said budget will be adjusted to the index on an annual basis.

§2 The budget shall only be spent in accordance with the provisions of this Memorandum, the strategic directions 2005-2009 of UNU-CRIS and the annual budget projections

§3 Surpluses and deficits, not exceeding 15% of the core budget for the year in question, can be transferred to the subsequent budgetary year on the condition that their envisaged use is explicitly described in the annual report.

§4 The financial support from the Community is subject to an annual decision by the Flemish Minister responsible for science and technology policy.

Article 10. §1 90% of the budget will be paid in quarterly pre-payments to the UNU account (account number 001 3841083-56) through the College of Europe, Dijver 11, 8000 Bruges.

§2 Payment of the remaining 10% is subject to submission of the annual report and full compliance of UNU-CRIS with the conditions for funding by the Community as set out in the present Memorandum. The verification body is the Technology and Innovation division of the Ministry of the Flemish Community Boudewijnlaan 30, 1000 Brussels.

Article 11. UNU-CRIS will strive to supplement the annual budget income with an annual average of 20% from sources other than the core grant of the Community.

CHAPTER 4 - FINANCIAL AND ADMINISTRATIVE AUTONOMY OF UNU-CRIS

Article 12. §1 The Director of UNU-CRIS shall be the authorising officer for all local personnel, operational and infrastructure costs of UNU-CRIS.

§2 All local personnel contracts for UNU-CRIS project staff will be signed by the Rector of the College and witnessed by the UNU-CRIS Director (acting on behalf of the Rector of UNU) and contain the following clause: *"The ending of the financing of UNU-CRIS through the Flemish Government or any other third parties, will automatically and immediately lead to ending the contractual ties between the signing Parties, without this involving any additional commitments or obligations of the College regarding indemnities"* The Director of UNU-CRIS and the Personnel Services of the College will consult each other on a regular basis in order to make sure that ending of personnel contracts is notified in due time to the concerned personnel members. All costs related to ending of personnel contracts will be covered by the UNU-CRIS budget.

§3 The UNU-CRIS financial and administrative officer shall certify the UNU-CRIS accounts on an annual basis. The external auditor of the College shall also certify the College's accounts for what concerns the local personnel, operational and infrastructural costs of UNU-CRIS

CHAPTER 5 - CONCLUDING AND OTHER PROVISIONS

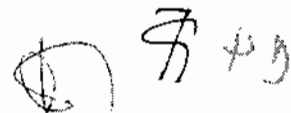
Article 13. Any dispute between the Parties concerning the interpretation or application of this Memorandum, which cannot be settled amicably, shall be submitted, at the request of any Party to the dispute, to arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then obtaining. The Parties agree to be bound by the arbitration award rendered under this Article as the final adjudication of the dispute.

Article 14. The Parties shall undertake to execute this Memorandum in good faith.

Article 15. Nothing in this Memorandum shall be deemed to be a waiver, express or implied, of the privileges and immunities of the United Nations and of UNU, which is an organ thereof, or of UNU-CRIS which is an integral part of UNU.

Article 16. This Memorandum shall be deemed to have entered into force on 1 January 2005 for a period expiring on 31 December 2009

Article 17. This Memorandum may be amended by mutual consent of the Parties in writing.

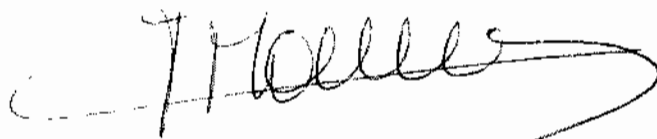
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Article 18. The conclusion of a new Memorandum will be subject to an external evaluation in the first half of 2009. The output of UNU-CRIS, as measured against the performance indicators listed in Article 6, the progress of these indicators over the period 2005-2008, and the success of UNU-CRIS in attracting external funding will be assessed. This will be supplemented by a qualitative assessment of the role and position of UNU-CRIS, including the societal impact of its activities. Special attention shall be given to the implementation of the November 2003 evaluation report's recommendations, to the performance of UNU-CRIS in the UN setting, as well as to the integration of UNU-CRIS in the Flemish research landscape.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Memorandum.

DONE in Tokyo, this *6.* day of *july* 2005 and in Bruges, this day of 2005, in triplicate, in the English language.

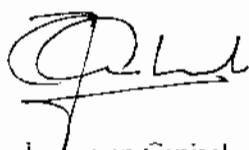
For the Flemish Community,



F. Meerman
Vice-Minister-President of the Flemish Government and
Flemish Minister for Economy, Enterprise,
Science, Innovation and Foreign Trade

For the United Nations University,

For the College of Europe.



J. van Ginkel
Rector



P. Demaret
Rector

Annex 1. Strategic Directions 2005-2009 of UNU-CRIS