

AGREEMENT
BETWEEN
THE UNITED NATIONS UNIVERSITY
AND
THE PORTUGUESE REPUBLIC
ON THE ESTABLISHMENT, OPERATION AND LOCATION OF
THE UNITED NATIONS UNIVERSITY OPERATING UNIT ON POLICY-DRIVEN
ELECTRONIC GOVERNANCE IN GUIMARÃES, PORTUGAL

WHEREAS the United Nations University (hereinafter referred to as “UNU” or “the University”) 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 University decided at its 61st session in Rome, Italy on 12-13 May 2014 to establish the United Nations University Operating Unit on Policy-Driven Electronic Governance as a research and training programme of the University, in Guimarães, Portugal;

WHEREAS the Operating Unit on Policy-Driven Electronic Governance is an integral part of the University in accordance with its Charter;

WHEREAS the University and the Portuguese Republic have concluded an Agreement concerning the Operating Unit on Policy-Driven Electronic Governance on 23 May 2014 (hereinafter referred to as the “Host Country Agreement”);

WHEREAS the University and the Portuguese Republic desire to give effect to the establishment, location and operation of the Operating Unit on Policy-Driven Electronic Governance (also to be known as “UNU-EGOV” and hereinafter referred to as “the Operating Unit”);

THE UNITED NATIONS UNIVERSITY and the Portuguese Republic (hereinafter referred to collectively as “the Parties”),

HAVE AGREED as follows:

ARTICLE 1

PURPOSES AND ACTIVITIES

1. The central purpose of the Operating Unit shall be to support the United Nations system and member states of the United Nations in transforming the mechanisms of governance and building effective governance capabilities through strategic applications of Information and Communication Technologies (hereinafter referred to as "ICT") to contribute to inclusive social development, inclusive economic development, environmental sustainability, and peace and security.
2. Specifically, the Operating Unit shall:
 - a) carry out policy-relevant research;
 - b) translate research findings into relevant policy instruments;
 - c) build capacity in localizing and applying such instruments within and among governments, the United Nations system, academic and other relevant organizations;
 - d) build and maintain research and policy networks to share the lessons learnt, foster mutual learning, and bridge research and policy worlds; and
 - e) monitor, evaluate and disseminate the outcomes and impact of its research, development, capacity-building and network-building activities.
3. Pursuant to the foregoing, the Operating Unit shall:
 - a) conduct electronic governance-related multi-disciplinary research and policy-oriented studies;
 - b) ensure that its research, policy advice, capacity building, network building, monitoring, evaluation and dissemination activities are relevant to the current needs and priorities facing the United Nations system and member states of the United Nations;
 - c) promote close collaboration with and among governments, civil society, private sector, the United Nations system, academic and other relevant organizations;
 - d) award fellowships for research, development and advanced training in electronic governance, including but not limited to researchers, government officials, policy and decision makers, technology strategists and community leaders;
 - e) carry out specific electronic governance projects involving research, development, training and advisory and consultancy services, as may be financed by national or international funding sources;
 - f) organize conferences, workshops, schools, expert group meetings, seminars, panels and other relevant events;

- g) co-operate within the framework of its purposes, with the research and training centres and programmes, and activities of the University; and
- h) do and perform all other acts that may be considered necessary, suitable and proper for the attainment of any or all of its purposes.

ARTICLE 2

LOCATION AND LEGAL STATUS

The Operating Unit shall be located at the University of Minho, Guimarães, Portugal. The Operating Unit shall have, within the territory of the Portuguese Republic, the legal status necessary for the realization of its purposes and activities, pursuant to Article 2 of the Host Country Agreement.

ARTICLE 3

CONTRIBUTIONS

1. The Portuguese Republic shall make available and raise core funding for the Operating Unit of US\$5.0 million, to be paid in instalments of US\$1.0 million per annum during the period 2014-2018. The initial operating contribution in the sum of US\$1.0 million shall be paid to the University on or before 30th June 2014. All subsequent operating contributions shall be paid annually on or before 1st April of the respective year throughout the period of validity of this Agreement.
2. The Portuguese Republic shall endeavour to raise US\$1.0 million, within a period of five years, in capital contributions earmarked for the Operating Unit which is meant to ensure its long-term viability. The said capital contributions shall be placed in the University's Endowment Fund. If the said capital contributions are not realized during the said period, the Operating Unit shall cease to operate.
3. The operating and capital contributions for the Operating Unit shall be complemented by in-kind contributions provided by the University of Minho comprising premises, including security, maintenance, equipment and running costs, personnel, infrastructure and accommodation for students. The estimated value of such contributions shall not be less than US\$500,000 per year.
4. Project funding for the Operating Unit shall include grants raised from, inter alia, governments and institutions, international institutions, regional

organizations, government development agencies, industries and public or private foundations. The Operating Unit and the Portuguese Republic shall cooperate in raising such additional income to supplement amounts received under this Agreement and to support the programme of the Operating Unit.

5. If the contributions referred to in this Article are reduced or unavailable for budgetary reasons, it is understood that such reduction or unavailability may affect the implementation of the activities of the Operating Unit.

6. All contributions to the Operating Unit shall be administered by the University in accordance with the Financial Regulations and Rules, and administrative issuances of the United Nations, applicable to the University.

7. As it is the intention of the Parties to see the transition of the Operating Unit into a fully-fledged UNU institute, it is understood that the required minimum annual operating contribution to be made available and raised by the Portuguese Republic shall be no less than US\$2.0 million per annum. In addition, a further capital contribution of US\$1.0 million would be required to be paid into the UNU Endowment Fund earmarked for the Institute.

8. In the event that the Operating Unit ceases to operate, the capital contributions paid into the UNU Endowment Fund and earmarked for the Institute shall be disposed of by mutual agreement between the Parties.

ARTICLE 4

ELIGIBILITY TO COMPETE FOR RESEARCH FUNDING

The Operating Unit shall be eligible, as with other universities in the Portuguese Republic, to apply for support from competitive research funding programmes.

ARTICLE 5

PREMISES AND FACILITIES

1. The Portuguese Republic shall, through the University of Minho, make available to the University permanent premises for the occupation and use of

the Operating Unit free of charge on the Campus de Couros of the University of Minho, as of 1 June 2014, as described in the following table:

Location	Structure	Total Floor Area (square metres)
Campus de Couros Universidade do Minho 4810-430 Guimarães Portugal	Building: PostGraduate Center (1 st Floor)	200 m ² (eight (8) offices), including free access to lecture/meeting rooms available within the building as well as to all common infrastructures

The extent of the premises shall be as delineated in Annex 1 hereto.

2. The Portuguese Republic, shall through the University of Minho, and at its expense, provide for the security service, maintenance and running costs of the premises of the Operating Unit. 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 below.

3. 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 below.

4. A list of the personnel to be provided by the University of Minho to the Operating Unit, as well as the terms and conditions of the accommodation for students to be also provided by the same University according to Article 3, paragraph 3 above, shall be agreed upon by the Working Group set up in accordance with article 12, paragraph 2 below.

5. The right of occupation and use of the premises shall vest exclusively in the University for as long as the Operating Unit continues its operations in the Portuguese Republic.

6. The occupation and use of the premises shall be in accordance with the provisions of this Agreement and the Host Country Agreement.

7. The University 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 University shall be liable for injury or damage resulting from gross negligence or wilful misconduct by the personnel or officials of the Operating Unit.

8. The University shall take reasonable preventive measures to protect the life and property of third parties using the premises.

ARTICLE 6

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The protection of intellectual property rights shall be consistent with international agreements binding on the Portuguese Republic.

ARTICLE 7

REVIEW

1. An independent review and evaluation of the work of the Operating Unit shall be undertaken by the Rector every three years. The first review shall take place three years from the commencement of activities of the Operating Unit.

2. The results of such review and evaluation shall be submitted by the Rector to the Council of the University for consideration and appropriate action.

3. A copy of the review and evaluation report shall be made available to the Portuguese Republic within three months from the date of its completion.

4. The Portuguese Republic may submit its comments on the report to the Council of the University and the Council shall take such comments into account in its consideration of the report.

ARTICLE 8

NOTICE

1. All notices and communications to the Portuguese Republic concerning this Agreement shall be addressed to the Ministry for Foreign Affairs of the Portuguese Republic.
2. All notices and communications to the University concerning this Agreement shall be addressed to the United Nations University, Tokyo, Japan.

ARTICLE 9

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. 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. Such revision, amendment or modification shall enter into force on such date as may be determined by the Parties.
2. 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 10

SETTLEMENT OF DISPUTES

Any differences or disputes between the Parties arising out of the interpretation or implementation of this Agreement shall be settled in accordance with Article 17 of the Host Country Agreement.

ARTICLE 11

SUPPLEMENTAL AGREEMENTS

The Portuguese Republic and the University may enter into such supplemental agreements as may be necessary.

ARTICLE 12

GENERAL PROVISIONS

1. This Agreement shall be read together with the Host Country Agreement and neither shall have the effect of limiting the provisions of the other.
2. A Working Group will be set up in Guimarães to facilitate the establishment of the Operating Unit and will commence work on a date to be agreed upon by the Parties.
3. This Agreement shall be without prejudice to the United Nations regulations, rules and directives applicable to the University.

ARTICLE 13

ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Agreement and any amendments thereto, shall enter into force when the Parties have notified each other by exchange of letters that the respective formal procedures have been completed. Notwithstanding the retroactivity of the Agreement to the date of its signature, the Agreement shall be implemented through the adoption of the necessary acts as of the said date.
2. This Agreement shall cease to be in force:
 - a) by mutual consent of the Portuguese Republic and the University in writing which shall state the effective date of termination; or
 - b) if the mandate for the creation of the Operating Unit is terminated or if it is removed from the territory of the Portuguese Republic, on the understanding that the relevant provisions in connection with the orderly termination of the operations of the Operating Unit in the Portuguese Republic and the disposal of its property therein shall remain applicable as long as necessary.
3. The termination of this Agreement shall not affect the implementation of any ongoing activities or programmes, which have been agreed upon before the date of termination of this Agreement.

IN WITNESS WHEREOF, the representatives, being duly authorized thereto, have signed this Agreement, in duplicate in the English and Portuguese languages, both texts being equally authentic, in Lisbon, Portugal on 23 May 2014.

FOR THE UNITED NATIONS UNIVERSITY

FOR THE PORTUGUESE REPUBLIC

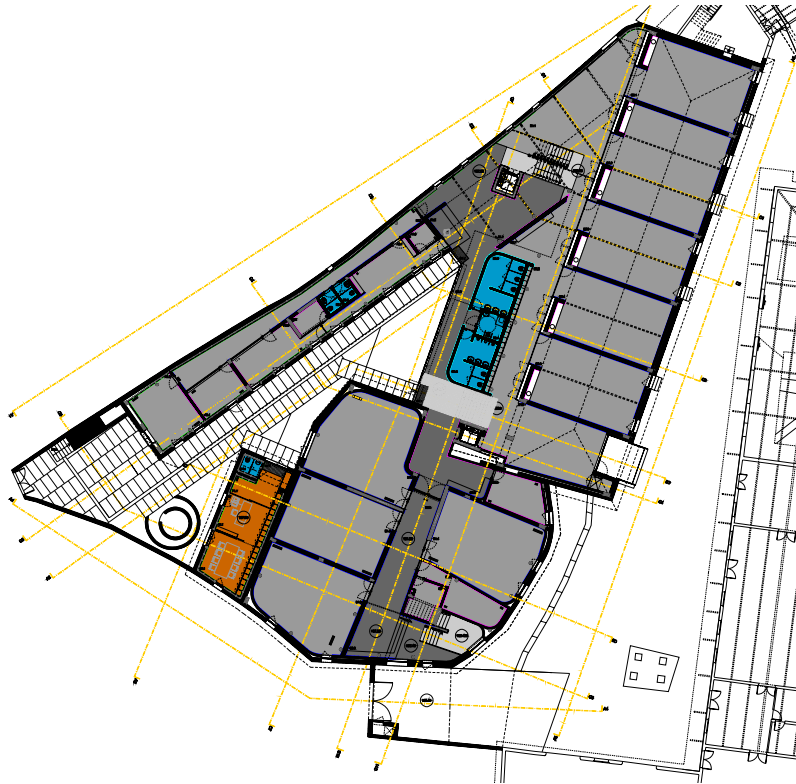
David M. MALONE
Rector

Luís Miguel POIARES PESSOA MADURO
Minister in the Cabinet of the
Prime Minister and for Regional
Development



Universidade do Minho 1974-2014

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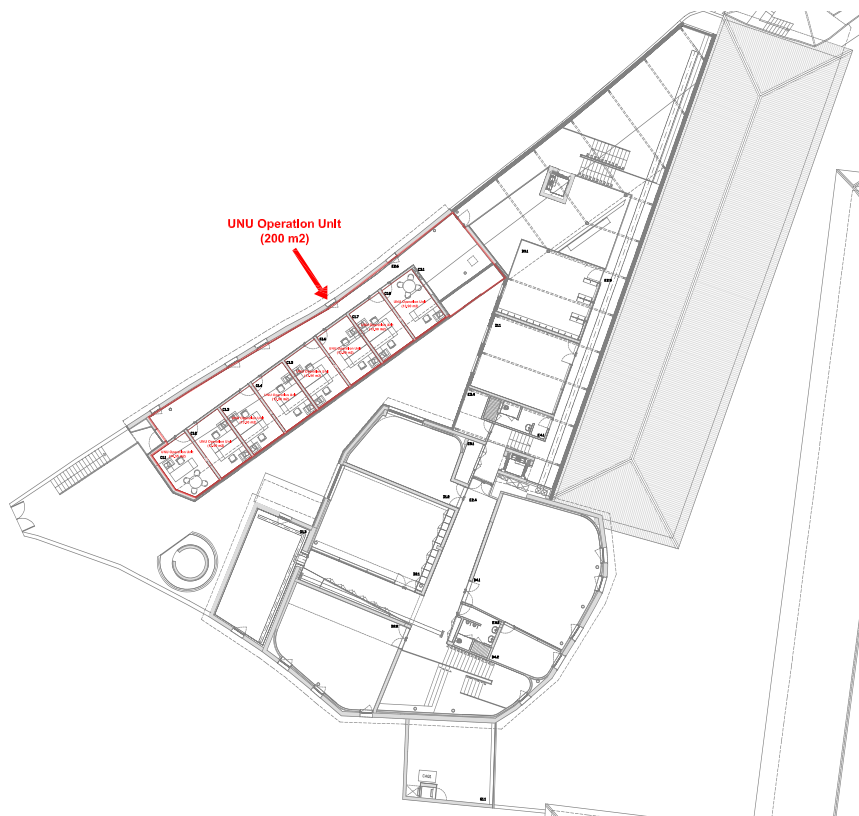


Planta do Rés-do-Chão



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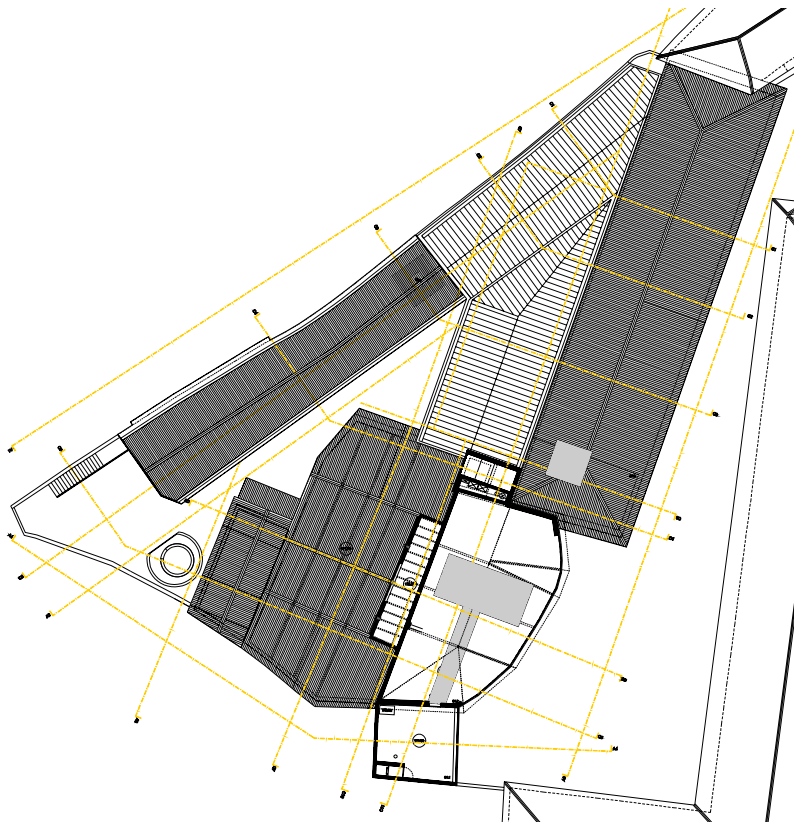


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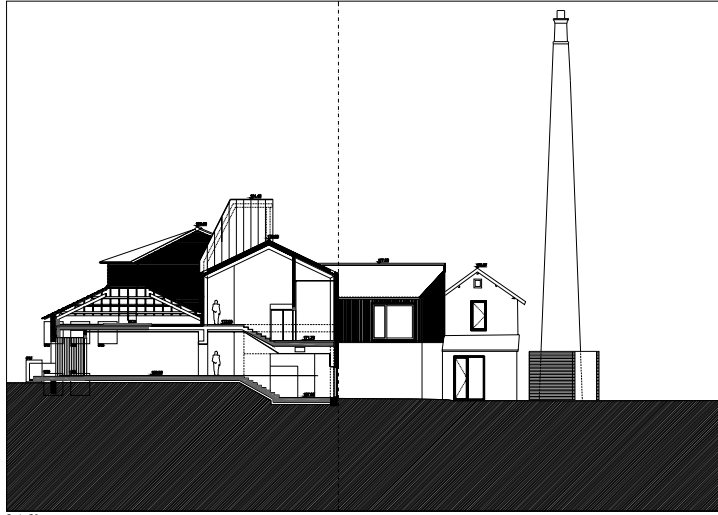


Planta do Piso Técnico



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Corte 02



Corte 03

Cortes