



University of Tehran



AGREEMENT

Between

The Food and Agriculture Organization of the United Nations

(Hereinafter referred to as "FAO" or the "Organization")

and

The (University of Tehran, College of Agriculture and Natural Resources)

(Hereinafter referred to as "UTCAN")

Regarding the assignment of Interns to FAO

WHEREAS,

- FAO and UTCAN would like to establish collaboration for the assignment of recent graduates/students from UTCAN, to work as interns at FAO headquarters or in one of the decentralized offices.

- UTCAN considers this as an opportunity for selected recent graduates or students to obtain, through their work with FAO, the additional education and the practical experience required to excel in the development field.

- FAO considers this as an opportunity to benefit from the knowledge and skills of qualified and motivated recent graduates or students whose academic studies/specializations are in its fields of work.

Now, therefore, the Parties hereby agree as follows:

Article I

Assignment Procedure

1. FAO will submit to UTCAN a request for interns, or UTCAN will approach FAO with a proposition of internship.
2. UTCAN will present candidates to FAO. The final decision to accept or reject a candidate is the prerogative of FAO. In any event, FAO shall inform UTCAN as soon as possible of the decision taken on the candidates proposed.

3. FAO and UTCAN will agree on the duty station where the interns will be assigned (bearing in mind that interns from outside the duty station will not be accepted in offices situated in non-family duty stations (i.e. in security phase III or above or the equivalent under the envisaged new security level system), on the tasks to be performed and on the initial period of assignment. This initial period of assignment can be extended by mutual agreement between FAO and UTCAN. However, the total maximum duration of the internship will be of one year.
4. Once a recent graduate/student has been selected by FAO, UTCAN will proceed to assign the successful candidate as an "Intern". The intern will sign a statement setting out the conditions of assignment with FAO.
5. Before the beginning of the assignment, UTCAN shall ensure that the intern provides FAO with a certificate of good health from a qualified medical practitioner. The certificate must be issued on letter head paper and must certify fitness for work as well as travel. For assignments of six months or more, the interns must pass a complete medical examination. In the event that the intern is unable to produce the required certificate or to pass the medical examination, he/she may not be assigned as an intern.
6. The intern will proceed to the assigned duty station as agreed between FAO and UTCAN and perform the functions specified in the Terms of Reference on a full-time basis, in accordance with the hours established by the corresponding FAO office. However, upon agreement with FAO and according to the Organization's needs, part-time internship might be available. In cases of part-time internship, the intern's entitlements will be adjusted accordingly on a prorata basis.
7. The Intern will be required to complete the Basic Security in the Field training. For those interns assigned to a duty station phase I or above, completion of the Advanced Security in the Field training will also be required.

Article II

Obligations of UTCAN

1. UTCAN undertakes to ensure that during the entire period of assignment, under the present Agreement, the interns will be covered by adequate medical insurance. FAO shall have no responsibility for any costs connected with this paragraph, except as provided by Article V.
2. UTCAN shall not disclose any confidential or unpublished information obtained, or made known to it by FAO, in the course of the assignments, and shall ensure that the interns do not publish or otherwise disclose such information, unless they receive prior written approval from FAO as per Article VIII.
3. UTCAN acknowledges that it is familiar with FAO ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of FAO. In any case, the use of the FAO name and logo will require prior written approval from FAO.

Article III

Obligations of FAO

1. Assignment to a specific duty station, either at FAO headquarters or in a decentralized office, will be based on the needs of FAO and the profile of the recent graduates or student. FAO reserves the right to terminate the internship agreement signed with an intern sponsored by a Government or Academic Institution (Annex III) if it conflicts with the general conditions foreseen in the present Agreement (Annex I).

2. FAO will seek to provide on-the-job training to the selected interns in light of the correspondent duties, according to their specific academic curriculum and qualifications, as well as to provide them with office space, equipment and other resources necessary to carry out the tasks assigned to them.
3. FAO will facilitate the process of obtaining entry visas and work permits for the countries where the interns will be assigned.
4. FAO will issue a certificate of participation to interns who have successfully completed the assignment.

Article IV

Obligations of the Interns

1. UTCAN agrees to the terms and obligations specified in this Agreement and shall, as appropriate, ensure that the interns assigned under the present Agreement comply with these obligations:
 - (a) When performing his/her duties, the intern will conduct himself/herself in a manner compatible with normal standards of courtesy and professional behavior.
 - (b) The intern shall refrain from any conduct that would adversely reflect on FAO and shall not engage in any activity that is incompatible with the aims and objectives of FAO or the exercise of his/her functions.
 - (c) The intern will respect the impartiality and independence of FAO, and will neither seek nor accept instructions from any government or from any authority external to FAO.
 - (d) The intern shall comply with his/her terms of reference. The intern commits himself/herself to accept the rights and responsibilities established in their terms of reference in relation to his/her assignment time schedule and vacations.
 - (e) The intern shall perform his/her functions under the authority, and in full compliance with the instructions of the supervisor assigned to him/her, and of any person acting on his or her behalf.
 - (f) In cases of absence(s) due to illness, the Intern shall notify his/her supervisor. In these cases, the stipend referred to in Article V may be prorated should the Intern's absence(s) total more than 24 working days per year (to be prorated proportionately to the period of assignment). Should the Intern's absence be for a period of more than three consecutive working days, he/she shall provide a certificate of incapacity from a duly qualified medical practitioner stating the nature and probable duration of his/her incapacity.
 - (g) The Intern may be absent, for any other reasons, for a maximum of two and a half (2.5) days per month. Longer absence will result in the pro-ration of the stipend referred to in Article V.
 - (h) The interns shall sign a statement regarding the conditions governing the FAO Internship Programme.
 - (i) The intern will return his/her building pass to the Security Branch on the last day of the internship or, for field assignments, their local FAO Identification Card to the designated authority.
 - (j) An intern unilateral decision to resign from the assignment before the date of termination requires a one-week notice to FAO and UTCAN.

(k) At the end of the assignment the Intern completes the Intern Evaluation Form. The Intern will also be evaluated by his/her supervisor, who will provide an assessment of his/her performance. The evaluation should be discussed with the Intern and a copy should be kept in the Intern's Personal File.

Article V

Financial responsibilities

1. The intern will receive a stipend. In order to take into account local circumstances, the amount of the stipend will be the equivalent of 10% of the after 60 days rate of the daily subsistence allowance prevailing in the country of assignment in local currency and not exceeding US\$ 700 per month. The intern may receive a higher amount from the sponsoring institution. In cases where the intern receives funding (less than US\$ 700) from UTCAN or another sponsor, FAO will pay the difference between this amount and the above stipend, if any.
2. Interns, or UTCAN, are responsible for making travel and accommodation arrangements and for obtaining the necessary visa for entering Italy or the country of any other duty station to which they have been assigned. The intern is responsible for ensuring that he or she has all the prescribed vaccinations for travel to the assigned duty station. The costs of travel, visas, accommodation, vaccines and living expenses are the responsibility of interns or UTCAN.
- 3 FAO shall have no responsibility for any costs connected to medical insurance of interns. Interns or UTCAN are fully responsible for arranging at their own expense medical insurance covering the period of internship at FAO. A copy of documentation attesting of such insurance coverage shall be provided to the Personnel Officer by the intern on his/her first day of assignment.
4. In case of any security or medical emergency requiring the evacuation of an intern, should FAO incur costs on behalf of such individual in connection with any such evacuation, these shall be immediately reimbursed by UTCAN upon receipt of the request.
5. The interns will be covered under the FAO non-staff insurance plan for accident, illness or death directly attributable to the performance of official duties (MCNS), less any amount receivable from their own medical insurance. The total premium for this will be paid by FAO.
6. FAO shall have no responsibility for any other costs or claim for compensation connected with this Agreement or the assignment of the interns except as provided in the present Article.

Article VI

Legal Status of the Interns

1. The interns shall not be considered in any respect as being staff members of FAO. This assignment does not carry expectation of extension or of conversion to any other type of contract or appointment in any activity of FAO.
2. The interns shall be issued an FAO building pass at FAO headquarters or a local FAO Identification Card for field assignments for the duration of the assignment.

Article VII

Accountability

1. Unsatisfactory performance or failure to conform to the standards of conduct set out in this Agreement (as well as those set out the Internship Programme and the Conditions governing the FAO Internship Programme) may lead to termination of the assignment, for cause, at the initiative of FAO. One-week notice shall be given in such cases. However, any serious breach of the duties and obligations that, in the view of FAO, would justify separation before the end of the notice period will lead to the immediate cessation of the assignment. These situations should be immediately reported to UTCAN by FAO.

Article VIII

Confidentiality and Title Rights

1. The intern must keep confidential any and all unpublished information made known to him/her by FAO during the course of the assignment and must not publish any reports or papers based on information obtained or made available to him/her during the assignment, except with the written authorization of FAO. This provision shall survive the expiration of the assignment of the intern with FAO.

2. Title rights, copyrights and all other rights of whatsoever nature on any material produced by the intern during the course of the assignment with FAO will be vested exclusively in FAO. However, it is agreed that the intern may use the results of the work made by him/her during the course of the assignment with FAO in his/her academic dissertation or for any other academic purpose, subject to FAO's authorization as per paragraph 1 of this Article.

Article IX

Entry into Force, Duration and Termination

1. This Agreement shall enter into force on the date of its signature below by the duly authorized representatives of FAO and UTCAN with effect from the date of the signature.

2. This Agreement shall remain in force for an initial period of 3 years. During the last 6 months, FAO and UTCAN will decide in mutual agreement if it should be extended or not. If either Party gives notice to the other of termination in writing, this Agreement shall terminate two months after receipt by the other Party of such notice. Upon such termination, the activities carried out by the interns shall be brought to a prompt and orderly conclusion and arrangements shall be made for the return of the interns to the location where they departed from.

Article X

Consultation

FAO and UTCAN shall consult with each other in respect of any matter that may arise in connection with the present Agreement.

Article XI

Settlement of Disputes, Conciliation and Arbitration

1. Any dispute between FAO and UTCAN (hereinafter referred to as "the Parties") concerning the interpretation and the execution of this Agreement, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. If the dispute is not settled by

negotiation between the Parties it shall, at the request of either Party, be submitted to one conciliator. Should the Parties fail to reach agreement on the name of a sole conciliator, each Party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force. Any dispute between the Parties that is unresolved after conciliation shall, at the request of either Party be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force. The arbitral tribunal shall have no authority to award punitive damages. The conciliation or the arbitration proceedings shall be conducted in English. The parties may request conciliation during the execution of the Agreement and anyway not later than twelve months after the expiry or the termination of the Agreement. The parties may request arbitration not later than 90 days after the termination of the conciliation proceedings. Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the Parties.

2. Nothing in this Agreement or in any document or arrangement relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, nor as conferring any privileges or immunities of FAO to the other Party. The present Agreement shall be governed by general principles of law, to the exclusion of any single national system of law.

3. All notices, requests or approvals that fall within the framework of the Agreement shall be in writing. Such notices, requests or approvals shall be deemed to have been duly received only when they have been delivered by hand, certified mail (return receipt requested), or facsimile to the concerned **Party at the address specified below.**

Article XII

Amendments

The present Agreement may be amended by written agreement of both Parties. Each Party shall give full consideration to any proposal for an amendment made by the other Party.

In witness whereof, the respective representatives of the Food and Agriculture Organization of the United Nations and UTCAN have signed the present Agreement, in duplicate originals in the English language.

Signed: _____

For and on behalf of (UTCAN)

Prof. Dr. Ali Salajegheb

Dean of UTCAN

Signed: _____

For and on behalf of FAO

Ms. Monika Altmaier

Director, Office of Human Resources

Date: _____

6.9.2014

Date: _____

8. ix. 2014