

FELLOWS AGREEMENT

Between

The Food and Agriculture Organization of the United Nations
("FAO")

and

University of Messina
("Institution")

Regarding the Assignment of Fellows to FAO

WHEREAS,

- FAO and **University of Messina** would like to cooperate in the assignment of fellows at FAO.
- The Institution considers this as an opportunity for selected fellows who have relevant technical knowledge and experience in any field of the Organization to fulfil their specialized learning objectives and at the same time, contribute their technical expertise and knowledge.

The Parties agree as follows:

Article I

Procedure for Assignment of Fellows

1. FAO will submit to the Institution a request for fellows or the Institution will approach FAO with proposals for fellows' assignments.
2. The Institution will present a list of suitable candidates to FAO. The final decision to accept or reject a candidate rests with FAO.
3. FAO and the Institution will agree on the duty station for the fellow assignment. FAO does not assign fellows to non-family duty stations unless they are already residing in that duty station.
4. FAO and the Institution will agree on the period of assignment of up to eleven (11) months. Any extension beyond this period will be agreed between FAO and the Institution.
5. The fellow will sign a Fellow Assignment Agreement with FAO setting out the conditions of the assignment.

Article II

Obligations of the Institution

1. The Institution shall not disclose any confidential or unpublished information obtained, or made known to it by FAO in connection with the fellows assignments, and will make

reasonable endeavours to ensure that the fellows do not publish or otherwise disclose such information, unless they receive prior written approval from FAO (see Article VII below).

2. Use of the FAO name and logo requires prior written approval from FAO. The Institution recognizes that the FAO name and logo 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.

Article III

Obligations of FAO

1. FAO will make every possible effort to ensure a safe and harmonious working environment free from any form of harassment, hostility, offence, abuse of authority, exploitation as well as discrimination.
2. FAO will provide the fellow with equipment, resources and on-the-job training relevant to his/her academic curriculum or qualifications.
3. FAO will assign the fellow to a duty station either at FAO headquarters or in a Decentralized Office, according to the needs of FAO and the preferences of the fellow.
4. FAO will assist the fellow with fulfilling the visa requirements for the country of assignment.
5. FAO will issue a Certificate of Participation to the fellow upon completion the assignment.

Article IV

Obligations of the Fellow

1. The conditions of the fellow assignment are set out in the Fellow Assignment Agreement that the fellow with sign with FAO.
2. The fellow will carry out activities under the authority of, and in full compliance with, the instructions of an assigned FAO supervisor and of any person acting on his/her behalf.
3. The fellow will behave in a manner compatible with normal standards of courtesy and professional behavior and refrain from any conduct that is incompatible with the aims and objectives of FAO or that would reflect negatively on FAO.
4. The fellow will respect the impartiality and independence of FAO, and neither seek nor accept instructions from any government or from any authority external to FAO.

Article V

Financial Responsibilities

1. FAO is not responsible for any costs related to the assignment, including travel, visas, accommodation, vaccinations or living expenses of the fellow, or making arrangements for these.
2. The Institution will reimburse to FAO any costs that FAO may incur in connection with the evacuation of a fellow due to a security or medical emergency.
3. FAO will ensure that the fellow is covered by the applicable FAO health protection and medical insurance plan. The Institution may arrange for additional insurance coverage for the fellow, if it considers that such coverage is appropriate.
4. FAO shall have no responsibility for any costs or claims for compensation connected with this Agreement or the assignment of the fellow except as provided in the present Article.

Article VI

Legal Status of the Fellow

1. Fellows are not considered in any respect as being staff members or employees of FAO.
2. A fellow assignment does not carry any expectation of extension or of conversion to any type of contract or appointment with FAO.

Article VII

Confidentiality and Title Rights

1. The Institution must keep confidential any and all unpublished information made known to it by FAO.
2. Title rights, copyrights and all other rights of whatsoever nature on any material produced by the fellow during the course of the assignment with FAO will be vested exclusively in FAO.
3. With the prior authorization of FAO, the fellow may use the results of the activities undertaken during the course of the fellows assignment with FAO in an academic dissertation or for any other academic purpose.

Article VIII

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 of the Institution.
2. This Agreement shall remain in force for **[3 years]** and may be extended by mutual written agreement.
3. Either Party may terminate this Agreement by giving the other two (2) months' notice in writing.
4. Upon termination, the activities carried out under the Agreement shall be brought to a prompt and orderly conclusion and arrangements shall be made for the return of the fellows to their point of departure.

Article IX

Settlement of Disputes, Conciliation and Arbitration

1. FAO and the Institution shall consult with each other in respect of any matter that may arise in connection with the present Agreement.
2. Any dispute between the Parties to this Agreement concerning the interpretation and the execution of this Agreement shall be settled by negotiation between the Parties.
3. If the dispute is not settled by negotiation between the Parties it shall, at the request of either Party, be submitted to a 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.
4. 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.

5. The Parties may request conciliation during the execution of the Agreement and anyway not later than twelve (12) months after the expiry or the termination of the Agreement. The Parties may request arbitration no later than ninety (90) days after the termination of the conciliation proceedings. The conciliation or the arbitration proceedings shall be conducted in English. Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the Parties.

Article X
General Principles

- 1. 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, or as conferring any privileges or immunities of FAO on the Institution.
- 2. 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 this 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, by certified mail (return receipt requested) or by email (with return receipt) to the address specified below.

Article XI
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 representatives of the Food and Agriculture Organization of the United Nations and of **the University of Messina** have signed the present Agreement, in duplicate originals in the English language.

Signed: _____
For and on behalf of **the University of Messina**
Name: Prof. Salvatore Cuzzocrea
Title: Rector
Address: P.zza S. Pugliatti n. 1,
98122 Messina, Italy

E-mail: Rettorato@unime.it
Telephone: +39 090 676 8933

Date: _____

Signed: _____
For and on behalf of the Food and
Agriculture Organization of the United
Nations
Name: Greet De Leeuw
Title: Director, Human Resources Division
(CSH)
Address: Viale delle Terme di Caracalla
00153 Rome, Italy
E-mail: CSH-Director@fao.org
Telephone: +39-6-57051744

Date: _____