





COOPERATION AGREEMENT

BETWEEN

THE UNITED NATIONS UNIVERSITY INSTITUTE FOR INTEGRATED MANAGEMENT OF MATERIAL FLUXES AND OF RESOURCES.

THE TECHNISCHE UNIVERSITÄT DRESDEN

acting through
THE FACULTY OF ENVIRONMENTAL SCIENCES,

AND

GLOBAL CHANGE RESEARCH INSTITUTE OF THE CZECH ACADEMY OF SCIENCES

(ÚSTAV VÝZKUMU GLOBÁLNÍ ZMĚNY AV ČR, V. V. I.)

ON

Advancing a Nexus Approach to the Sustainable Management of Water, Soil and Waste and Advancing Global Change Research

WHEREAS THE UNITED NATIONS UNIVERSITY INSTITUTE FOR INTEGRATED MANAGEMENT OF MATERIAL FLUXES AND OF RESOURCES (hereinafter referred to as "UNU-FLORES"), contributes, through research, teaching and advanced training, capacity development and dissemination of knowledge, to resolution of pressing challenges in the area of sustainable use and integrated management of the environmental resources water, soil and waste that are of concern to the United Nations and its Member States, particularly the developing and transitional countries.

WHEREAS THE TECHNISCHE UNIVERSITÄT DRESDEN (hereinafter referred to as "TUD") ACTING THROUGH THE FACULTY OF ENVIRONMENTAL SCIENCES, contributes, through research and teaching activities, to the sustainable development of the human sphere of life and to the monitoring of the system Earth, focusing on problems of documentation, modelling and risk management for natural and urban environments resulting from current challenges such as demographic change, industrialization, environmental pollution, deforestation, climate change, lack of water, desertification and loss of biodiversity,

WHEREAS THE GLOBAL CHANGE RESEARCH INSTITUTE OF THE CZECH ACADEMY OF SCIENCES (hereinafter referred to as "CzechGlobe") contributes, through research and education activities, to investigation on the ongoing global change and its impact on the atmosphere, biosphere and human society through the use of the latest techniques and instrumentation and research focused primarily on the development of climate and its future scenarios, on the carbon cycle and the effects of changing conditions on the production and biodiversity of ecosystems and on the impacts on the future development and behaviour of our society,

WHEREAS UNU-FLORES, TUD and CzechGlobe (hereinafter referred to as "the Parties") aim at cooperating in the area of integrated management of environmental resources, in particular in advancing a Nexus Approach to the sustainable management of water, soil and waste,

WHEREAS the United Nations University and the Technische Universität Dresden have concluded the Framework Agreement relating to the United Nations University Institute for Integrated Management of Material Fluxes and of Resources which entered into force 10 December 2012, the Supplemental Agreement for a Joint Doctor of Philosophy Degree Programme in Integrated Management of Water, Soil and Waste which entered into force on 28 April 2014, the Supplemental Agreement on the Establishment of a Nexus Laboratory which entered into force on 30 October 2014, and the Funding Agreement which entered into force on 18 December 2014,

WHEREAS the Technische Universität Dresden Faculty of Environmental Sciences and the Global Change Research Institute of the Czech Academy of Sciences have concluded the Memorandum of Understanding of 12 January 2015,

WHEREAS the Parties aim at promoting international cooperation in research, knowledge transfer, education and training particularly in developing countries, and wish to further develop their collaboration with the goal of cooperating in research projects and implementing research results in the national and international context through capacity development, education, as well as the promotion of young scientists through PhD-level research and other activities.

THE PARTIES HAVE NOW AGREED as follows:

1. GENERAL

This Cooperation Agreement (hereinafter referred to as "Agreement") will serve as a general framework of cooperation between the Parties for joint projects and other activities which may be carried out trilaterally or bilaterally.

2. OBJECTIVES AND SCOPE OF COOPERATION

The Parties agree to cooperate in research, the promotion of young scientists, teaching, as well as the transfer of knowledge and the application of results with a focus on Integrated Environmental Resources Management in the context of global change.

This shall include, but is not necessarily limited to, a variety of topics such as assessment of global change impact on resources management, adaptation of environmental systems and human societies to global change and environmental systems analysis and modelling. A special focus shall be placed on monitoring of matter fluxes and systems analysis, making use of land use modelling, water and soil resources modelling, tools for life cycle analysis and scenario analysis. Further activities shall, in the context of the Nexus Observatory of UNU-FLORES, focus on the development of data bases and scenarios on Nexus-relevant issues such as regional climate data and projections, matter cycling, soil-related ecosystem services and current and future land use, particularly in developing countries.

The cooperation between the Parties shall be on the basis of mutual benefit, equality and reciprocity.

3. FORM OF COLLABORATION

This Agreement shall cover the following activities:

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- Exchange of scientific and technical information within the framework of joint projects;
- Joint research, including case-based research in an international context; this can be based on joint projects or mutual contribution to ongoing research activities;
- Joint publications;
- Cooperative support in the transfer and application of knowledge;
- Joint organization of, and mutual participation in academic meetings and conferences;
- Participation in workshops and seminars pertaining to knowledge transfer;
- Exchange of professionals within the international activities of the Parties; and
- Mutual activities for the benefit of young scientists.

Where appropriate, concrete terms and methods relating to any specific cooperation shall be the subject of special arrangements. Each special arrangement shall contain all major details on the execution of the cooperation. These may include provisions concerning:

- Sharing of costs
- Delegation/exchange of staff
- Intellectual property and publication rights
- Settlement of disputes

4. COORDINATION

For the coordination of cooperation and implementation of this Agreement, the Parties shall designate their focal point(s).

Meetings shall be organized as required and appropriate for specific activities as agreed upon by the Parties.

5. FINANCIAL ASPECTS

Any cost resulting from this cooperation shall be borne by the Party that incurs them, except when otherwise specifically agreed in writing.

6. INSTITUTIONAL IDENTITY

The approval of each Party must be sought and obtained in writing before its identity (name, emblem/logo, colours and typefaces) is used by other Parties in advertisements, prospectuses and other publicity material. In all cases, the wording shall be in accordance with the regulations, rules, and guidelines of each Party. Each Party's name and emblem/logo shall remain the property of that Party. Subject to the foregoing, all the Parties acknowledge and agree that the emblems/logos of all the Parties may be used on promotional materials (electronic/print).

7. FORCE MAJEURE

None of the Parties shall be liable in damages for failing to perform its obligations under this Agreement or have the right to terminate this Agreement for any delay or default in performance hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to any strike, lock-out, or other form of industrial action, war, riot, civil commotion, terrorism, malicious damage, compliance with law or governmental order, rule, regulation or direction, accident, fire, flood, storm or act of God.

8. SETTLEMENT OF DISPUTES

Any dispute, controversy or claim arising under or in connection with this Agreement which cannot be settled amicably between the Parties shall be referred to the respective Executive Heads for final determination.

9. WAIVER

Nothing in this Agreement shall be deemed to be a waiver, express or implied, of the privileges and immunities of the United Nations or of the United Nations University, which is an autonomous organ of the General Assembly thereof or of UNU-FLORES, which is an integral part of the University.

10. DURATION

This Agreement shall enter into force on the date of its last signature and be valid for a period of five (5) years.

Any Party may at any time terminate this Agreement by giving the other Parties six (6) months' written notice.

The expiration or termination of this Agreement shall not affect the implementation of any specific ongoing activities which are subject to separate arrangements and which have been agreed upon before the date of the termination or expiration of this Agreement.

11. GENERAL PROVISIONS

This Agreement may be amended or renewed at any time by mutual consent in writing.

IN WITNESS WHEREOF, the Parties have signed this Cooperation Agreement in three originals by their duly authorized representatives.

FOR AND ON BEHALF OF

The United Nations University Institute for Integrated Management of Material Fluxes and of Resources

Director

Date: 15.06.2016

FOR AND ON BEHALF OF

The Technische Universität Dresden

Chancellor

l. Lehmann Dezement

Date: 16. JUNI 2016

FOR AND ON BEHALF OF

The Global Change Research

Institute of the Czech Academy of Sciences

Michal V. Marek

Director

Date: