



Terms and Conditions
Applicable to Participation in the UNCTAD Virtual Institute Network

PREAMBLE

WHEREAS UNCTAD has created the UNCTAD Virtual Institute on Trade and Development to assist academic institutions in member countries to strengthen their capacity to develop courses and to conduct research on trade-, investment- and development-related issues dealt with by UNCTAD;

WHEREAS the website of the Virtual Institute (hereafter called "Website") provides academic institutions with the following information and tools:

(a) Catalogued selection of reading material on key issues on the international economic agenda, as well as course development tools that can help academic institutions to develop their own courses from the UNCTAD material; this information and these tools are accessible to the general public;

(b) A space for the Virtual Institute Network (hereafter called "Network"), which is hosted on the Website and allows academic institutions: (i) to promote themselves (through publicly accessible sections detailing information about the institutions and their courses), and (ii) to interact, exchange course material, curriculum development tools and experience, and develop courses in cooperation or in exchange with other institutions active in the same subject area. The exchange under (ii) is restricted to Network members and is supported by a range of communication tools.

(c) Information about and examples of the possibilities and modalities of technical cooperation projects with UNCTAD so as to facilitate access by the interested academic institutions to full-fledged technical cooperation projects, subject to the availability of resources; this information is accessible to the general public.

Additional features may be added to the Website and modifications to the structure may be made from time to time at the discretion of UNCTAD.

WHEREAS the academic institution (hereafter "Entity") Universidad de la República (UdelaR) located in Montevideo requests that it become a member of the UNCTAD Virtual Institute Network in order to be able to enhance its research and offer of courses on trade-, investment- and development-related issues and strengthen cooperation with partner academic institutions in other countries;

The Entity signatory to this document accepts the Terms and Conditions set out herein for participation in the UNCTAD Virtual Institute Network.

MAIN PROVISIONS

1. UNDERTAKINGS BY THE ENTITY

As a condition of access to and participation in the Network, the Entity agrees that:

- 1.1 It will post information about itself and its courses on the Website in a prescribed format.
- 1.2 It will share its own selected course material (i.e. course outlines, syllabi/key readings, lecture notes and presentations, reading lists, exercises and assessments) with the other members of the Network by posting them on the Website, following the guidelines in the reference guide provided by UNCTAD for this purpose.
- 1.3 It will post information about its staff involved in training activities in the said areas (trade, investment, development, etc.) on the Website in the prescribed format.
- 1.4 It will regularly contribute to the exchange of experience and discussions with other members of the Network on the "Forum" available in the Virtual Institute Network area of the Website.
- 1.5 It accepts that it is responsible for the information it places on the Virtual Institute Network area of the Website and will use its best efforts to ensure that this information is accurate and current. It will therefore review and update its information in the Virtual Institute Network area of the Website not less than twice a year.
- 1.6 It will ensure that its contributions to the Virtual Institute Network area of the Website are not defamatory or obscene, do not infringe any copyright, trade marks or other intellectual property rights of any third party, are not in breach of applicable laws or resolutions and do not contain viruses or other computer programming routines that may damage or interfere with the Website system and the data contained therein. Further, it will not take any action that imposes an unreasonable or disproportionately large load on the Website structure.
- 1.7 It will display its copyright notice on the documents that it posts on the Virtual Institute Network area of the Website as reasonably as necessary to identify itself as the owner of and source of the displayed information, documents and data. Such notice shall contain, at a minimum, the following:

All rights reserved.

- 1.9 It will not cause, assist or facilitate the resale by any third party of information posted by

the other members of the Network to the Virtual Institute Network area of the Website.

- 1.10 It will neither use any password issued to it for participation in the Virtual Institute Network area of the Website for a purpose not authorized by these Terms and Conditions nor allow any password issued to be used by any third party.
- 1.11 It will not assign or transfer these Terms and Conditions without the prior written consent of UNCTAD. Any attempted assignment or transfer by the Network member will be null and void.

2. UNDERTAKINGS BY UNCTAD

UNCTAD will undertake the following, subject to the availability of resources:

- 2.1. It will develop and maintain the Website, including its Virtual Institute Network area.
- 2.2. It will supply and update UNCTAD resources that could be used for training activities or research, and course development tools in the publicly accessible areas of the Website.
- 2.3. It will authorize Network members to quote, reproduce, adapt and translate the course material posted by UNCTAD to the Website without having to request specific permission, provided that proper acknowledgement of the source and its copyright is given. The translated version of the course material should bear an indication that it is a translation from the original language, but not an official translation. A copy of the resulting product will be sent to UNCTAD and posted by the Network member to the Virtual Institute Network area of the Website.
- 2.4. It will make passwords available to the individuals named by the Network member institutions to allow them to access and participate in the sections of the Virtual Institute Network area to which the access is restricted.
- 2.5. It will develop and make available to Network members an easy-to-use reference guide for the Virtual Institute Network area of the Website.
- 2.6. It will liaise with the Network members and moderate the Network Forum.

UNCTAD reserves the right to modify the Website and the services provided in connection therewith from time to time in the light of experience.

3. MEMBERSHIP

- 3.1. Profile of the Network members. The members of the Network will be academic institutions involved in training and research, with educational and research activities in the areas of UNCTAD's work (i.e. trade, investment and development).
- 3.2. Application for membership. An application for membership of the Network will be made in

writing to UNCTAD by the interested Entity. The application should follow a prescribed format and contain the information requested therein.

- 3.3 Admission for membership. Members are admitted by UNCTAD based on: (a) past record/performance (quality) of the interested Entity, (b) its commitment to making available selected course material (i.e. course outlines, syllabi/key readings, lecture notes and presentations, reading lists, exercises and assessments) to other members of the Network free of charge; (c) its ability to develop courses autonomously, and (d) its relevance from the point of view of UNCTAD's mission.
- 3.4 Term of membership. The Entity becomes a member of the UNCTAD Virtual Institute Network on the date of signature of these Terms and Conditions.
- 3.5 Suspension of membership. If a member institution fails to share information and training material and to update the information about itself in the Virtual Institute Network area of the Website for reasons beyond its control (war, force majeure, etc.) for a period exceeding 12 months, UNCTAD may suspend its membership for a period of up to 12 months. Such suspension shall be notified in writing, with an indication of the reasons for and terms of the suspension. Should the reasons for suspension outlast the period of suspension, the parties would consult one another on a possible termination of membership.
- 3.6 Termination of membership
- 3.6.1 Membership can be terminated by written notice by either party to the other party following a change in the parties' priorities or work programme, their reorganization or the cessation of their activities. The parties shall immediately inform each other of the occurrence of any such events.
- 3.6.2 Any material breach of these Terms and Conditions by either party not remedied within thirty (30) days after written notice shall be grounds for termination by the party giving notice.

GENERAL PROVISIONS

4. INTELLECTUAL PROPERTY

- 4.1 All rights relating to the layout, design and organization of the Website are reserved by UNCTAD.
- 4.2 The Institution acknowledges that the names "UNCTAD Virtual Institute" and "UNCTAD Virtual Institute Network", when used in conjunction with UNCTAD-associated trademarks and logos, whether registered or unregistered, are the property of UNCTAD, which the Network member has no right to use except as may be granted by a written agreement with UNCTAD.

5 AMENDMENTS AND NOTICES

- 5.1 These Terms and Conditions shall not be modified except in writing.
- 5.2 Any notice required or provided for by the provisions of these Terms and Conditions shall be in writing, and shall be sent by registered mail, prepaid, or delivered by hand, to the addresses of the party to be served therewith. The addresses of parties are as follows:

UNCTAD

United Nations Conference on Trade and Development
Palais des Nations
CH-1211 Geneva 10
Switzerland
Attention: Ms. Vlasta Macku, Information and Training Branch/SITE
Fax number: +41-22-907 00 50

The Entity

Universidad de la República (UdelaR)
18 de Julio __ 1968 ____
Montevideo ____
Uruguay ____
Attention: Ana Castro, Directora de la Dirección de Relaciones y Cooperación
Fax number: 598-2-4006471

6. LIABILITY AND INDEMNIFICATION

- 6.1 The clauses related to the liability and indemnification of the UNCTAD Virtual Institute Website are identical to the Terms of Use of United Nations Web Sites, as specified in the Annex to these Terms and Conditions. By signing the Terms and Conditions, the Network member also subscribes to the Terms of Use of United Nations Websites.

Con formato: Numeración y viñetas

7. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS

- 7.1 Network members, the Entity and its employees shall not make use in any manner whatsoever of the name, emblem or official seal of the United Nations or the United Nations Conference on Trade and Development, or any abbreviation of the United Nations or of the United Nations Conference on Trade and Development, in connection with its business or operations or otherwise.
- 7.2 Nothing contained in these Terms and Conditions shall be construed as making the Entity an agent or representative of the United Nations for any purpose. Therefore, the employees of the Entity are not and shall not represent themselves to be employees or officials of the United Nations.


8. REPRESENTATIVES AND SIGNATURES

The Entity that is applying for the participation in the UNCTAD Virtual Institute Network will sign

below.

The Entity: Universidad de la República__

Represented by

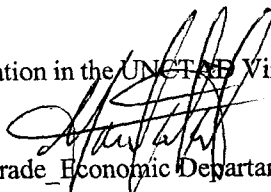
Name: Dr_Rodrigo Arocena 

Title: Chancellor_UdelaR_____

Date: __-9-2008_____

The Entity hereby designates Mr./Mrs. Marcel Vaillant as its contact person responsible for coordinating the participation of the Entity in the UNCTAD Virtual Institute Network (hereafter called "Coordinator") and agrees to notify UNCTAD immediately of any change of this contact person.

The Coordinator of the Entity's participation in the UNCTAD Virtual Institute Network will sign below:

Name: Marcel Vaillant 

Title: Dr/Professor International Trade_Economic Department /Social Science Faculty

Date: 24-9-2008

UNCTAD
All rights reserved
(c) 2004

Name


Geneviève Feraud
Officer-in-Charge
Division on Technology and Logistics
UNCTAD

Date :

7 October 2008

Annex: Terms of Use of United Nations Web Sites

The use of the web site constitutes agreement with the following terms and conditions:

(a) The United Nations maintains the web site (the "Site") as a courtesy to those who may choose to access the Site ("Users"). The information presented herein is for informative purposes only. The United Nations grants permission to Users to visit the Site and to download and copy the information, documents and materials (collectively, "Materials") from the Site for the User's personal, non-commercial use, without any right to resell, subject to the terms and conditions outlined below, and also subject to more specific restrictions that may apply to specific Material within this Site.

(b) The United Nations administers this Site. All Material on this Site from the United Nations appears subject to the present Terms and Conditions.

(c) The findings, interpretations and conclusions expressed in the Materials on this Site are those of the various United Nations staff members, consultants and advisers to the United Nations Secretariat and Network member who prepared the work and do not necessarily represent the views of the United Nations or its Member States.

Disclaimers

Materials provided on the Site are provided "as is", without warranty of any kind, either express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement. The United Nations specifically does not make any warranties or representations as to the accuracy or completeness of any such Materials. The United Nations periodically adds, changes, improves or updates the Materials on this Site without notice. Under no circumstances shall the United Nations be liable for any loss, damage, liability or expense incurred or suffered that is claimed to have resulted from the use of this Site, including, without limitation, any fault, error, omission, interruption or delay with respect thereto. The use of this Site is at the User's sole risk. Under no circumstances, including but not limited to negligence, shall the United Nations or its affiliates be liable for any direct, indirect, incidental, special or consequential damages, even if the United Nations has been advised of the possibility of such damages.

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The designations "developed" and "developing" regions are intended for statistical and analytical convenience and do not necessarily express a judgement about the stage reached by a particular country or area in the development process.

This site may contain advice, opinions and statements of various information providers. The United Nations does not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information provided by any information provider, any User of this Site or any other person or entity. Reliance upon any such advice, opinion, statement, or other information shall also be at the User's own risk. Neither the United Nations nor its affiliates, nor any of their respective agents, employees, information providers or content providers, shall be liable to any User or anyone else for any inaccuracy, error, omission, interruption, deletion, defect, alteration of or use of any content herein, or for its timeliness or completeness, nor shall they be liable for any failure of performance, computer virus or communication line failure, regardless of cause, or for any damages resulting therefrom.

The User specifically acknowledges and agrees that the United Nations is not liable for any conduct of any User.

As a condition of use of this Site, the User agrees to indemnify the United Nations and its affiliates from and against any and all actions, claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of the User's use of this Site, including, without limitation, any claims alleging facts that if true would constitute a breach by the User of these Terms and Conditions. If the User is dissatisfied with any Material on this Site or with any of its Terms and Conditions of Use, the User's sole and exclusive remedy is to discontinue using the Site.

This Site may contain links and references to third-party web sites. The linked sites are not under the control of the United Nations, and the United Nations is not responsible for the content of any linked site or any link contained in a linked site. The United Nations provides these links only as a convenience, and the inclusion of a link or reference does not imply the endorsement of the linked site by the United Nations.

If this Site contains bulletin boards, chat rooms, access to mailing lists or other message or communication facilities (collectively, "Forums"), the User agrees to use the Forums only to send and receive messages and materials that are proper and related to the particular Forum. By way of example and not as a limitation, the User agrees that when using a Forum, he or she shall not do any of the following:

(a) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

(b) Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information;

(c) Upload or attach files that contain software or other material protected by intellectual property laws (or by rights of privacy and publicity) unless the User owns or controls the rights thereto or has received all consents therefor as may be required by law;

(d) Upload or attach files that contain viruses, corrupted files or any other similar software or programmes that may damage the operation of another's computer;

(e) Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded;

(f) Falsify the origin or source of software or other material contained in a file that is uploaded;

(g) Advertise or offer to sell any goods or services, or conduct or forward surveys, contests or chain letters, or download any file posted by another user of a Forum that the User knows, or reasonably should know, cannot be legally distributed in such manner.

The User acknowledges that chats, postings, conferences, e-mails and other communications by other Users are not endorsed by the United Nations, and that such communications shall not be considered to have been reviewed, screened or approved by the United Nations. The United Nations reserves the right to remove, for any reason and without notice, any content of the Forums received from Users, including, without limitation, e-mail and bulletin board postings.

Preservation of immunities

Nothing herein shall constitute or be considered to be a limitation upon or a waiver of the privileges and immunities of the United Nations, which are specifically reserved.

General

The United Nations reserves its exclusive right in its sole discretion to alter, limit or discontinue the Site or any Materials in any respect. The United Nations shall have no obligation to take the needs of any User into consideration in connection therewith.

The United Nations reserves the right to deny in its sole discretion any user access to this Site or any portion thereof without notice.

No waiver by the United Nations of any provision of these Terms and Conditions shall be binding except as set forth in writing and signed by its duly authorized representative.