

Université de Namur

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Luxembourg, 2/03/2017

EIBI/FBR

Subject : Cooperation between the European Investment Bank (EIB) and the University of Namur

Dear Rector , dear Dean ,

The EIB acting through the European Investment Bank Institute (the « EIBI ») and the University of Namur (the "University") are willing to launch a wide-range collaboration aiming inter-alia at:

- consulting project on economics, finance or public policy topics relevant to the EIB (a "Capstone Project");
- giving University students an opportunity to attend lectures and seminars taught by EIB staff either at the University or EIB premises;
- "Internship masters" and "Ministages" as defined and regulated in separated ad-hoc agreements
- those other projects which, from time to time, may be conceptualised and mutually agreed in writing.

Hereinafter referred to as the "Projects" or individually the "Project".

This letter constitutes the "Agreement" between the University and EIB in relation to obligations regarding the Projects, as supplemented by specific agreements which may be signed in order to regulate specific Projects. Notably, the University shall ensure its students are aware of and accept any parts of this Agreement, and any supplementary rules, regulations or information, which apply to them in relation to the respective participation in the Capstone Project, in the internship masters and Ministages.

## **1) PROJECTS**

### **A. Capstone:**

The EIBI may request to the University a consulting service on a subject that which shall be specifically defined together between the EIB official in charge (the "EIB Tutor") and the responsible professor (the "Academic tutor"). Terms of reference will be drafted before the formal launch of each Capstone, defining the objective, scope, methodology, number of students participating. Unless agreed otherwise by the University and EIB, the Students will conduct their work in Belgium and correspond remotely with a named point of contact at the EIB. The Project will involve the Students presenting their completed work to members of staff at the University and EIB at the EIB's office in Luxembourg.

The EIB will bear the cost of the travel and accommodation of Students and Academic Tutor from Namur to Luxembourg on the occasion of the presentation of the completed work.



## **B. Teaching at the University by EIB staff**

The Teaching Project includes:

- participating in the teaching of academic courses in financial econometrics, banking, banking law and compliance, relevant areas of public policy, etc..
- participation in the provision of practical courses on the EIB group and its activity, investment cycle, project finance etc. .

This activity may be held at the University or EIB premises and will be provided free of charge for the University if held in Namur. In case the courses will be held in EIB, the EIB will not bear any expense (travel, accommodation, insurance...) and its engagement will be limited to the free provision of lectures.

Upon request of the EIB, the University will contribute, subject to the University's prior written approval, to EIB's seminars and conferences.

## **2) RULES APPLICABLE**

### **A. Liability**

The EIB assumes no liability towards the University, the Students, and/or any third party in connection with the Projects.

### **B. Expenses**

The EIB will not bear any expenses and costs related to the Projects other than what expressly mentioned under this letter or under the ad-hoc agreements signed between the EIB and the University following this letter.

### **C. Supervision and Employment**

The Students remain during the Project period under the responsibility and supervision of the University and nothing in this Agreement will render them in the position of a worker or employee of the EIB.

### **D. Academic**

The University shall be responsible for the academic requirements, supervision and final assessment of the Project.

EIB will provide a mark for the Project which may constitute a percentage of the final grade for the relevant student.

### **E. Intellectual Property Rights**

All intellectual property rights in research results derived from the Project, and in reports produced by The University in respect of the Capstone, Master in internship and/or Ministage Project, shall belong to their authors (Students and/or the University, as applicable). The University shall ensure, by means of the terms of an agreement to be concluded between the University and the authors if necessary, that the authors (Students and/or the University, as applicable) grant to the EIB a non-exclusive worldwide royalty free licence to use such research results and reports for its own purposes.

#### **F. Duty of Confidentiality**

The EIB and the University agree that "Confidential Information" means all the information which is furnished by the EIB to the University for undertaking the assignments under the Projects.

Confidential Information shall also include any information related to the EIB's activity, whether written or oral, obtained during meetings and visits to EIB's premises. Confidential information excludes information which: (i) was, at the time of its disclosure to the Recipient by the Disclosing Party, public knowledge or generally available to the public in written or other permanent form; or (ii) becomes part of the public domain through no fault of the Recipient; or (iii) are acquired during lectures and seminars.

The University undertakes to use any Confidential Information solely for this purpose, and not to divulge, disclose or make available any Confidential Information to anyone outside the University, without the prior written agreement of the EIB, or unless it is legally required to do so. The University must inform EIB of any legal requirement to disclose information, as soon as is practicably possible. For the purposes of this Point F, the term "University" shall include (i) University's students enrolled in their programme and participating to a Project, (ii) University's employees, agents, directors and governing bodies, and (iii) University's professional advisers, auditors, consultants, or other service providers that have undertaken towards the University specific confidentiality obligations or are bound by a general professional duty of confidentiality. The University shall ensure that such students, employees, agents and directors are bound by appropriate contractual or statutory confidentiality obligations not less stringent than those set forth herein.

#### **G. Damage to EIB's reputation**

University shall ensure that the Students aspire to the highest standards of professional and ethical competence and integrity in their undertaking of the Project and have due regard to the nature and purposes of the EIB as the European Union's long-term financing institution.

University shall ensure that the Students and/or the University do not publish, draw on any of the results of or establish reports derived from the Project, or commit any other act which could harm the EIB's reputation or any of its staff.

#### **H. Agreement**

The University shall ensure that the Project is carried out according to this Agreement that all the obligations established under this Agreement are also applied to the Students involved in the implementation of the Capstone Project.

#### **I. Termination**

This Agreement shall enter into force on the date when the last of the two Parties signs the Agreement. Any Party may terminate this Agreement upon a one-month written notice to the other Party. Notwithstanding the termination of this Agreement, the provisions set forth at points A, E, F and G of this Agreement shall continue in full force and effect.

#### **J. Applicable Law and Dispute Settlement**

This Agreement is governed by and shall be construed in accordance with the laws of Luxembourg. University and EIB agree that all disputes concerning this Agreement will be submitted to the courts of Luxembourg.



Each page of this Agreement should be initialled at the bottom right-hand corner and the Agreement should be dated and signed where indicated below. Two of the three duly signed originals should then be returned by courier to the following address:

European Investment Bank  
Attn.: Ms. Claudia Klasen  
100, Boulevard Konrad Adenauer  
L-2950 Luxembourg

Yours faithfully,

EUROPEAN INVESTMENT BANK INSTITUTE



Francisco De Paula Coelho  
Dean of the Institute



Fulceri Bruni Roccia  
Head of the Knowledge Programme

Who are duly authorised to enter into this Agreement on behalf of the EIB.

Date: 4.02.2017



UNIVERSITE DE NAMUR (UNamur)



Yves Poulet  
Rector of UNamur



Paul Wynants  
Dean of the Economics, Management and social  
sciences faculty of UNamur

Who are duly authorised to enter into this Agreement on behalf of the UNamur.

Date: \_\_\_\_\_