ARRANGEMENT

BETWEEN

UNIVERSITÀ CATTOLICA DEL SACRO CUORE

AND

THE SUPREME HEADQUARTES ALLIED POWERS

EUROPE (SHAPE)

CONCERNING

ACADEMIC ACTIVITIES ON LEGAL MATTERS









Main aims of the Arrangement

- 1. The purpose of this arrangement is to establish a cooperation framework between the Università Cattolica del Sacro Cuore (UCSC), and the NATO Allied Command Operations Office of Legal Affairs (ACO OLA), hereinafter "the Participants".
- 2. The activities subject to this arrangement are academic cooperation and fellowships, legal clinic and international placements. The participants engage to complete this arrangement with the aim of exchanging research and pedagogical views on International Law matters and also to enable students to learn and gain additional professional skills in an international legal environment.

Academic cooperation and fellowships

- 1. The Participants wish to promote academic cooperation through fellow exchanges, information sharing and other activities.
- 2. The UCSC will facilitate ACO OLA access to courses, events, topics and initiatives on research fields of interest.
- 3. ACO OLA will give support to the UCSC in its development and growth as a shared forum for academic research and also for the furthering development of legal operations, international law and international security research fields.
- 4. The Participants will liaise on a regular basis, sharing open source information in areas of mutual interest, cognizant that this effort does not compromise the participants' mandates or security agreements.
- 5. All deliverables produced during the exchange of fellows are the property of the participant hosting the fellow and are not to be reproduced or shared without the hosting participant's prior authorisation.
- 6. Exchanges of staff will be organized between the Participants and may require dedicated arrangements.
- The academic cooperation and fellowship activities can take place through a placement, or remotely. In case of placement, the duration will be decided on a case-by-case basis by the Participants, but it will not in any case exceed one year.
- 8. Any costs associated with this cooperation will be borne by the respective Participant, unless otherwise agreed in writing by the other Participant.





Legal Clinic and Research

- 1. The aim of Legal Clinic and Research is to encourage students to deepen their research skills from a practitioners' international legal perspective. The legal clinic intends to become a platform for the exchange of ideas and legal challenges between scholars/students and NATO legal advisors.
- 2. The Legal Clinic and Research cooperation will consist in preparation of research reports by the UCSC students (preferably post-graduate students) on topics of concern for SHAPE and NATO.
- 3. Each year, the UCSC and the ACO OLA will normally agree on common research fields of mutual interest. The research reports will be submitted once a year in the school calendar. The Participants may also agree to submit additional reports depending on the demands and needs of both institutions. The reports will be disseminated by ACO OLA through a dedicated section of LAWFAS (Legal Advisors Worktop Functional Area System), the ACO OLA paralegal online service.
- 4. Students and supervisors will receive a Certificate of Participation from NATO/ SHAPE certifying their successful attendance to a Legal Clinic, which will be sent via ordinary post to the UCSC.

Internship at ACO OLA

- 1. This activity intends to establish voluntary placements for permitting UCSC Master's Degree students to enrol in a voluntary non-paid internship to complement their theoretical and practical knowledge of their studies, gain practical experience in Public International Law by working in the multinational environment of SHAPE and undertaking directed research, writing, and staff support activities that are of value to NATO.
- 2. Each year, based on ACO OLA's requirements and availability, students from the UCSC may be given the opportunity to apply to the ACO OLA internships. The start date of the internship will be subject to passing the selection process and obtaining a valid NATO security clearance. The number of internship vacancies may vary every year and ACO OLA cannot guarantee a yearly number of placements for UCSC students.
- 3. Internships will last from three to six months. The selected candidates placed at ACO OLA who may desire to extend their placement will request it to the UCSC, who in coordination with the ACO OLA, will approve or dismiss the extension. The total duration of the placement will not, in any case, exceed a total duration of 12 months.





- 4. The selection of the candidates for the internship programme will consist on drafting essays on subjects and topics that are relevant to ACO OLA, and an interview to test candidates' legal and language skills. Candidates must be citizens of a NATO member state.
- 5. The performance of the selected interns does not constitute a professional relationship with SHAPE or NATO. Neither Italian or Belgian Labour Law, nor the NATO Civilian Personnel Regulations are applicable to the students selected for the internship programme.
- 6. ACO OLA is entitled to terminate at any time the internship programme in case the intern does not reach the level of performance required. Such termination must be communicated and notified in writing to the other Participant.
- 7. In case of security breach, violation of NATO and/or SHAPE policies and directives, or insubordination, ACO OLA will inform the UCSC and terminate the internship immediately without having to provide any reasoning to the intern. Security breaches will be reported to the competent national security authority regardless of the criminal actions that the Kingdom of Belgium's prosecutors may take against the offender.

Responsibilities

The responsibilities for SHAPE and UCSC concerning academic cooperation and fellowships:

- 1. Exploring collaborative teaching and/or research opportunities and provide, within the available resources, members of the SHAPE staff and UCSC as speakers or guest lecturers.
- 2. Cooperation in exploring and/or planning joint conferences on topics of mutual interest in the field of Public International Law.
- Concluding dedicated fellowship cooperation agreements if required by ACO OLA for the exchange of fellows.





Responsibilities of ACO OLA for the internship programme:

- 1. ACO OLA will assign a supervisor to each intern.
- 2. ACO OLA will give the required administrative support (access to the installation, passes, workspace) to interns and will support the request for the NATO security clearance.
- 3. ACO OLA will supervise intern's work and ensure that he or she gains relevant work experience through varied assignments that help the development of competencies in varied professional skills and ethical responsibilities.
- 4. Interns will receive regular, ongoing feedback on the assignments received.
- 5. Upon request, the ACO OLA supervisor will present, at the end of the internship, an evaluation report containing the duties and tasks performed by the intern.

Responsibilities of the UCSC for the internship programme:

- 1. The UCSC will designate an academic supervisor to each intern.
- 2. The UCSC is responsible for explaining the remuneration, allowances and risk coverage provisions and the rest of conditions listed in this arrangement to the students that apply to the internship programme.
- 3. The UCSC will ensure that the interns are in possession of a good academic standing, strong legal research and writing skills, and have a level of maturity and professionalism that will allow them to succeed in a multinational institutional environment.
- 4. The UCSC will ensure that the students that apply for the internship programme hold an adequate health insurance that provides comprehensive medical coverage during the term of the internship, accident-at-work/travel insurance and repatriation in case of death.
- 5. The UCSC will inform the students that apply for the internship programme of their responsibility for maintaining professional secrecy regarding any information to which they get access as a result of the placement, on the requirement to comply with all intellectual and industrial copyrights, on their responsibility for not using documents or any information containing a NATO classification in the preparation of publications, dissertations, doctoral theses, scholarly articles, or any other document intended to be disclosed to the public or for internet release. Selected students for the internship programme are not authorized to represent ACO OLA or sign official documents, nor can they assume responsibilities on behalf of the NATO.





Remuneration, Allowances and Risk Coverage

- 1. Interns will not receive any scholarship or study aid from ACO OLA. All expenditure travel, accommodation, living expenses, and the compulsory healthcare, repatriation or civil liability insurance coverage will be borne by the intern unless otherwise agreed.
- 2. The UCSC must inform the student candidates about the abovementioned placement circumstances.

Final Provisions

- 1. The present Arrangement enters into effect upon the date of signature. It will remain in effect for four years with the possibility of an extension through the express agreement of the Participants.
- 2. This Arrangement can be modified or amended in writing at any time with the mutual consent of the Participants. Modifications or amendments will become effective upon their signature.
- 3. Interns placed at the ACO OLA at the time of termination of this Arrangement will finish the placement on the date in which the Arrangement is no longer in effect.
- 4. In case the Arrangement is terminated, research reports agreed to be completed in the UCSC academic year will be delivered in the same academic year.

Disputes Resolution

- 1. This Arrangement is of an administrative nature. Any disputes arising from its implementation or interpretation will be solved by consultation among the participants.
- 2. Disputes will not be referred to any national or international tribunal or third party for settlement. The participants accept to resolve any differences between relating to the interpretation or application of this Arrangement without recourse to any outside legal or administrative proceedings or jurisdiction.
- 3. ACO OLA will apply NATO and SHAPE policies and directives on Personal Data protection.
- 4. The undersigned, duly authorised, have signed the present Arrangement in two copies in the English language.





For the Università Cattolica del Sacro Cuore

For the Supreme Headquarters Allied Powers Europe (SHAPE) Mr. Andres Munoz Mosquera ACO Office of Legal Affairs, Director Date:

ch/ CA AIND

Dr. Edilio Mazzoleni

Director, Global Engagement avono and International Education

Date: 22/11/2021