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Report on the progress of the establishment of the WMU

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COUNCIL - 49th session
Agenda item 10

IMO

REPORT ON THE PROGRESS OF THE ESTABLISHMENT
OF THE WORLD MARITIME UNIVERSITY

Note by the Secretary-General

1. The Assembly of the Organization, by its resolution A.501(XII) adopted on 20 November 1981:

- (a) noted with appreciation that facilities for a high-level maritime training institution would be made available at Halmö, Sweden;
- (b) noted with satisfaction the warm welcome and strong support expressed by the representatives of developing countries for the establishment of such an institution in Sweden;
- (c) requested the Secretary-General to take all further necessary action for the establishment of the World Maritime University;
- (d) authorized and requested the Secretary-General to take all appropriate and necessary steps for securing the requisite financial support, specially from the United Nations Development Programme; and
- (e) appealed to the Administrator of the United Nations Development Programme to give the highest priority to his consideration of this extremely important project with a view to providing necessary financial support.

2. The Secretary-General has been pursuing this matter in accordance with the decision of the Assembly of the Organization as contained in the aforesaid resolution A.501(XII). An interim report in this regard was submitted to the Council at its 48th session held from 14 to 18 June 1982. The Secretary-General now wishes to report further progress made since then.

Negotiations with the United Nations Development Programme (UNDP)

3. As reported at the last meeting of the Council, the Secretary-General had the honour of addressing the Governing Council of the United Nations Development Programme at its 29th session held in Geneva in June 1982. The

proposal for the establishment of the World Maritime University received widespread support both from the developed and the developing countries represented in the Governing Council of UNDP. The Governing Council of UNDP eventually adopted a resolution which authorized the Administrator to undertake further detailed consultations with the International Maritime Organization and, as appropriate, the Government of Sweden, in order to clarify further a number of policy, technical and financial issues on the basis of which the nature and level of possible UNDP involvement in the establishment of the World Maritime University could be ascertained and appropriate action taken.

The resolution further requested the Administrator to make a progress report to the Special Session of the Governing Council of UNDP scheduled to be held in February 1983.

4. Pursuant to the above, the Administrator and the Secretary-General held very detailed discussions at UNDP Headquarters in New York on 17 and 18 August 1982. The discussions between the Administrator of UNDP and his colleagues and the Secretary-General were extremely fruitful and encouraging. The Secretary-General wishes to express his profound gratitude to the Administrator of UNDP, who took the most keen personal interest in these discussions and under whose leadership consultations took place with all the senior colleagues of the Administrator. The Secretary-General feels greatly indebted to the Administrator and to the Heads of all the Bureaux at UNDP Headquarters for the most constructive and helpful manner in which all issues were discussed and resolved. At the conclusion of these meetings, an understanding was recorded (text at Annex 1) and there was complete agreement on the following important matters:

- (a) The Administrator approved preparatory assistance in the amount of US\$215,750, to be supplemented by a contribution of US\$100,000 from Sweden.
- (b) The preparatory assistance which will continue until 30 June 1983, will be utilized, inter alia, for the following purposes:
 - preparation of detailed syllabuses for the various courses of study;
 - contacts with Visiting Professors;
 - contacts with developing countries with a view to inviting specific nominations for different courses of study;

- finalization of Agreements with the Government of Sweden as also with the Municipal Authorities of the City of Halm3 in respect of all relevant matters pertaining to the establishment of the World Maritime University with effect from 1 July 1983.
- (c) It was recalled that the Swedish authorities had agreed to provide a cash contribution representing one-third of the total annual running cost of the World Maritime University subject to a ceiling of US\$1 million per annum contingent upon the condition that UNDP provide at least a like cash annual contribution. After discussion it was agreed that the Secretary-General of IMO would immediately consult the Swedish authorities in order to ascertain whether the Swedish contribution could be made contingent upon the mobilization of US\$1 million through the joint efforts of the Secretary-General of IMO and the Administrator of UNDP. It was agreed at the same time that the Secretary-General of IMO and the Administrator of UNDP would indeed jointly endeavour to raise the balance requirement of US\$2.6 million and that for this purpose the preparatory assistance would include a provision for the services of a whole time consultant who would aid and advise the Secretary-General on financial and related matters.
- (d) Following the aforesaid decision of the Swedish authorities with respect to the preceding, the Administrator of UNDP would decide and communicate to the Secretary-General his decision as to the funding which can reasonably be expected from regional and inter-regional funds of the UNDP for the initial five-year period or any part thereof.
- (e) During the preparatory assistance, the Administrator of UNDP and the Secretary-General of IMO will, after full consultation, initiate joint approaches to potential donor sources, seeking whenever possible, long term commitments. It will be their objective to achieve a formal arrangement under which donors collectively support the University.
- (f) The scheduled commencement date for the World Maritime University, namely 1 July 1983, will be respected.

Negotiations with the Government of Sweden

5. As agreed with the Administrator of UNDP, the Secretary-General conveyed to His Excellency the Minister of Foreign Affairs of Sweden the request that the condition for the grant of the Swedish cash contribution of US\$1 million may be modified as already explained in paragraph 4(c) above. In doing so, the Secretary-General explained the reasons for this request and also clarified that the Administrator of UNDP and the Secretary-General of the Organization would aim jointly at raising the balance requirement of US\$2.6 million, a part of which would come from UNDP funds directly. The Secretary-General is happy to be able to report that the Government of Sweden were graciously pleased to respond promptly and in the affirmative. This satisfactory development has been duly conveyed to the Administrator of UNDP and he is now considering the level of assistance which could reasonably be expected from UNDP funds in the longer term.

6. Negotiations have also been initiated with the Government of Sweden with a view to reaching an agreement as regards the immunities and privileges of the World Maritime University, its Board of Governors, its staff, Visiting Professors and others related with its activities. These negotiations have not yet been completed and the Secretary-General will report to the Council by an addendum or orally, any further developments in this regard.

Negotiations with the Municipality of the City of Malmö

7. As the Council would recall, the Municipal Authorities of the City of Malmö had very kindly offered to this Organization appropriate premises and available equipment for purposes of the World Maritime University. These facilities were to be provided free of charge. The Municipal Authorities of Malmö had also indicated their willingness to provide appropriate hostel facilities for the students of the University for a reasonable monthly charge. On 14 October 1982 the Secretary-General visited Malmö and had the opportunity of seeing the proposed premises for the World Maritime University as well as those for hostel facilities. The Secretary-General is very happy to report that all the premises are in excellent condition and nearly ready for use. Some improvements are in hand and they would be completed soon.

8. As far as the hostel facilities are concerned, 100 rooms, each with its own attached bathroom, would be made available from 1 July 1983 for the first batch of students. Additional facilities would also be provided if required. The indicated monthly charge for one room per month is US\$80. Of this amount

50 per cent would be adjustable in future in accordance with the cost of living index. Arrangements are also being made for appropriate catering and recreational facilities.

9. The City Authorities of Malmö were extremely helpful and most generous in their approach. They indicated their desire to provide any additional facilities which may reasonably be required for purposes of the University.

10. After visiting the premises and consultations with the Municipal Authorities, two Agreements were signed, one covering the premises and related facilities for the University and the other covering the premises for the hostel. The texts of these Agreements will be found at Annexes 2 and 3.

11. The Secretary-General wishes to place on record his feelings of the deepest gratitude to the Authorities of the City of Malmö, whose generous and indeed enthusiastic support for the World Maritime University project is a very great asset for the Organization.

Commencement of Preparatory Work

12. The Secretary-General has initiated preparatory work relating to the development of detailed courses of study and contacts with prospective Visiting Professors. Action has been initiated also for the constitution of a Board of Governors. It is proposed to establish contacts with the appropriate authorities of developing countries soon with a view to securing nominations of specific candidates for different courses.

Raising of Financial Support

13. As already mentioned, the Administrator of UNDP has very kindly provided funds for a whole-time post whose incumbent would have responsibility, inter alia, for advising the Secretary-General on financial matters and assisting him in raising funds. A very senior UNDP officer has been chosen for this purpose jointly by the UNDP Administrator and the Secretary-General. The Secretary-General has already had an opportunity of discussing the entire financial question with Mr. William T. Mashler, Senior Director, Division for Global and Interregional Projects, who has been appointed by the Administrator of UNDP as the focal point for this project within the UNDP administration. At this meeting the special consultant for financial matters was also present. The Secretary-General is in a position to report that the

ANNEX 1

MEMORANDUM OF UNDERSTANDING

WORLD MARITIME UNIVERSITY

Detailed discussions took place between the Administrator and his colleagues and Mr. C.P. Srivastava, Secretary-General of IMO, and Mr. Leighton van Nort on 17 and 18 August 1982. At the conclusion of these meetings, the following understandings were reached:

1. The Administrator will approve preparatory assistance in the amount of \$215,750 (which is to be supplemented by a contribution of \$100,000 from Sweden). IMO, with the funds thus made available, will (a) recruit a full-time consultant on administrative and financial management and planning who has the technical qualifications and experience required to advise the Secretary-General of IMO on financial and administrative operations of the programme and planning for its long-term financial development; and will (b) arrange for the immediate development of detailed curricula, establishment of contact with potential visiting professors and lecturers, and further contacts with developing countries with respect to identification of specific trainees for the initial courses in the various specific fields. The preparatory assistance will respect the 1983 starting date for the University. It is understood that the approval by UNDP of preparatory assistance will not carry with it per se a commitment for further funding of the World Maritime University by UNDP.
2. The Secretary-General will immediately consult with the Swedish authorities to determine whether the existing formula can be modified in such a way that the Swedish contribution would be contingent upon the mobilization of \$1 million per annum for a five-year period through the joint efforts of the Secretary-General and the Administrator, rather than upon an annual contribution from UNDP for that period of \$1 million to match the annual cash contribution which the Swedish authorities have offered, since the uncertain resource situation of UNDP prevents such an undertaking by the Programme.
3. Upon the attainment of the agreement with the Swedish authorities on the modality set forth in paragraph 2 above, the Secretary-General will so advise the Administrator. The Administrator will then decide and communicate to the Secretary-General his decision as to the funding which can reasonably be expected from regional and interregional funds of UNDP for the initial five-year period or any part thereof.
4. During preparatory assistance, the Administrator and the Secretary-General will, after full consultation, initiate joint approaches to potential donor sources, seeking whenever possible long-term commitments. It shall be the objective of the Secretary-General and the Administrator, in seeking long-term commitments from potential donors, to achieve a formal arrangement under which donors collectively support the University.

25 August 1982

special consultant, who possesses excellent experience at a very high level in financial, diplomatic and developmental matters, would assume charge of his responsibilities early in November 1982. However, on the basis of the discussions which were held recently, some contacts have been established with a few developed and developing countries. More intensive action would commence next month.

14. The Secretary-General is continuing to take further action to progress this project on the basis of wide consultation. In accordance with the provisions included in the preparatory assistance project document, the Rector of the World Maritime University has been appointed with effect from 14 October 1982. Four other staff members were appointed locally on the same day. All these appointments are for a limited period only, ending on 30 June 1983. The main responsibility of this team would be to ensure that all facilities and arrangements required in Malmö for the commencement of the courses of study at the University with effect from 1 July 1983, are duly available. In addition, other technical experts as well as IMO's Interregional Consultants on Maritime Training are at present engaged in the development of detailed syllabuses. Attention is being given to other related matters as well.

Action requested of the Council

15. The Council is invited kindly to note the foregoing information and to provide guidance as appropriate.

ANNEX 2

Agreement between the Secretary-General of the International Maritime Organization (IMO) and the Municipality of Malmö, Sweden, concerning premises and related facilities for the World Maritime University

In connexion with the establishment in Malmö of the World Maritime University (hereinafter referred to as "the University") the Municipality of Malmö (hereinafter referred to as "the Municipality") and the Secretary-General of the International Maritime Organization (hereinafter referred to as "the Secretary-General") have agreed as follows:

- 1 In accordance with the decision of 22 February 1982 (sub-paragraph 153) of its municipal board the Municipality agrees to lease to the Secretary-General the premises in the former Merchant Marine Academy in Malmö indicated in the attached plans and facilities connected with those premises (hereinafter referred to as "the premises and related facilities") for use by the Secretary-General for the purposes of the University or in connexion with such purposes.
- 2 The lease is for such period of time as the premises and related facilities are required and used for or in connexion with the purpose of the University.
- 3 At the request of the Secretary-General, the Municipality shall make available such additional premises and related facilities (including the extension or adaptation of buildings, building parts, facilities, and auxiliary devices) as are reasonably required for the legitimate needs of the University.
- 4 The lease is granted free of charge. The Municipality shall bear all the costs of maintenance, repairs and operations.
- 5 Subject to any exemptions, privileges, immunities, special benefits or rights accorded to or otherwise available to the University, the Secretary-General shall take reasonable steps to ensure the observance of applicable Swedish laws and local regulations in the use of all premises and related facilities of the University.
- 6 The Secretary-General or any other person or body duly authorized by or under the statute of the University shall have the power to establish regulations and rules for application in the premises and related facilities of the University.
- 7 Officials or other persons acting under the authority of the Swedish Government or the Municipality shall be admitted to the premises and related facilities of the University only on terms and conditions agreed with the Secretary-General.
- 8 Upon termination of the lease, the Secretary-General shall have the right to remove any furniture, articles and equipment which have been brought into the premises and related facilities by or on behalf of the University, provided that unreasonable damage to buildings or building parts shall be avoided in removing any such furniture, articles and equipment.

- 9 The premises and related facilities made available under this agreement shall not be used for any purposes which are not reasonably connected with or needed for the purposes of the University except with the prior approval of the competent authorities of the Municipality.
- 10 Any dispute as to the interpretation or application of this agreement which is not settled by negotiation or in some other way agreed upon, shall be submitted for final decision to a tribunal of three arbitrators. One of the arbitrators shall be chosen by the Secretary-General, one by the competent authorities of the Municipality, and the third, who shall act as chairman of the tribunal, shall be chosen by the first two arbitrators. If the first two arbitrators fail to agree upon the choice of the third within one year from the time when they are appointed, the third arbitrator shall, at the request of either the Secretary-General or the authorities of the Municipality, be chosen by the President of the International Court of Justice.

Done in the city of Malmö, this fourteenth day of October 1982

For and on behalf of the
Municipality of Malmö
The Chairman of the Municipal Board

The Secretary-General of
the International Maritime
Organization

(signed)

(signed)

.....
(Nils Yngvesson)

.....
(C.P. Srivastava)

ANNEX 3

Agreement between the Secretary-General of the International Maritime Organization (IMO) and the Municipality of Malmö, Sweden, concerning the rental of flats and related facilities for students and other personnel of the World Maritime University

In connexion with the establishment in Malmö of the World Maritime University (hereinafter referred to as "the University") the Municipality of Malmö (hereinafter referred to as "the Municipality") and the Secretary-General of the International Maritime Organization (hereinafter referred to as "the Secretary-General") have agreed as follows:

- 1 The Municipality agrees to make available to the Secretary-General for the use of students and other personnel of the University, flats situated in the building called Henrik Smith's house at number 6 Disponentgatan in Malmö. These flats are to be equipped with supplies of electricity, water and installations for toilet, hygiene and sewage disposal.
- 2 The Municipality shall bear all costs of maintenance and repairs.
- 3 Persons using the flats under this agreement shall have access to related services in the form of catering, cleaning and laundry, including access to a common laundry, and the right to visit the Kockun's recreation establishment situated near the former Merchant Marine Academy at such hours and for such reduced charges as may be specified by the Authorities of the establishment.
- 4 A rent of US dollars 80 per month per one-room flat should be payable in respect of each student or other personnel of the University using the flats. This amount shall be exclusive of agreed service charges. One half of the abovementioned rent shall be adjusted annually on the basis of changes in the cost-of-living index of the Swedish Central Bureau of Statistics.
- 5 The authorities of the Municipality undertake to take the necessary measures to ensure that the students and other personnel of the University using the flats are supplied with all abovementioned facilities and services and are able to utilize such facilities and services without disturbance or interruption.
- 6 The Secretary-General shall take reasonable steps to ensure that the students and other personnel of the University using the flats keep the premises and the equipment and material therein in good order and condition. The cost incurred in making good any damage to the premises or installations caused by the students or other personnel of the University, except damage arising from reasonable wear and tear, shall be borne by the University.

- 7 Subject to any exemptions, privileges, immunities, special benefits or rights which may be accorded or otherwise available to the University, the Secretary-General and the students or other personnel of the University using the flats shall take all reasonable steps to observe all relevant laws and regulations (whether national or local).
- 8 Where the flats or facilities referred to in this agreement are insufficient to satisfy the reasonable requirements of the University, the authorities of the Municipality shall on the request of the Secretary-General take the necessary measures to provide the additional flats or facilities necessary on the same terms and conditions as specified in this agreement.
- 9 This agreement shall remain in force for the period during which the facilities under the agreement are required in Malmö for the students or other personnel of the University.
- 10 Any dispute as to the interpretation or application of this agreement which is not settled by negotiation or in some other way agreed upon, shall be submitted for final decision to a tribunal of three arbitrators. One of the arbitrators shall be chosen by the Secretary-General, one by the competent authorities of the Municipality, and the third, who shall act as chairman of the tribunal, shall be chosen by the first two arbitrators. If the first two arbitrators fail to agree upon the choice of the third within one year from the time when they are appointed, the third arbitrator shall, at the request of either the Secretary-General or the authorities of the Municipality, be chosen by the President of the International Court of Justice.

Done in the city of Malmö, this fourteenth day of October 1982

For and on behalf of the
Municipality of Malmö
The Chairman of the Municipal Board

The Secretary-General of
the International Maritime
Organization

(signed)

(signed)

(Nils Yngvesson)

(C.P. Srivastava)